

Promulgated: 23 April 2014

Up-to-date version of regulation effective from: 1 January 2019

The content of this document is legally binding.

102

ACT

of 25 March 2014

on consumer protection in the sale of goods or the provision of services on the basis of a distance contract or an off-premises contract and amending certain acts

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

Article I

Introductory provisions

Section 1

(1) This Act lays down the rights of consumers¹⁾ and the obligations of sellers²⁾ in the sale of goods or the provision of services under a distance contract or off-premises contract, the conditions for organising sales events and for selling goods or providing services at sales events, and the competence of supervisory bodies in controlling compliance with this Act.

(2) This Act shall not apply to contracts concerning:

- (a) the provision of social services⁴⁾ and the implementation of child protection and the social guardianship measures;⁵⁾
- (b) the provision of health care⁶⁾ and services associated with the provision of health care;⁷⁾
- (c) the provision of financial services;⁸⁾
- (d) the conveyance of immovable property;
- (e) the letting of immovable property as housing;
- (f) construction or a significant structural alteration requiring a building permit;
- (g) a timeshare, the provision of long-term recreational services, the replacement thereof and the intermediation of the resale thereof;⁹⁾
- (h) itinerant sales¹⁰⁾ of foodstuffs, beverages or other goods intended for current consumption in the household, where supplied by the seller regularly to the consumer's home or workplace;
- (i) the sale of movable assets further to the enforcement of judicial or other decisions.

(3) This Act shall also not apply to:

- (a) contracts concluded by means of automatic vending machines or business premises with automated sales systems;
- (b) contracts concluded with an undertaking pursuant to a special regulation:¹¹⁾
 - 1. by means of public payphones for the use thereof; or
 - 2. concerning a single call, a one-off internet connection, or the transmission of a single fax message;
- (c) gambling contracts;¹²⁾
- (d) the sale of goods via a voluntary auction;¹³⁾
- (e) a bundled gas supply contract, a bundled electricity supply contract, a distribution network connection contract or a distribution system connection contract;¹⁴⁾
- (f) a contract for water supply via a public water supply system or for the collection of waste water via a public sewer system.¹⁵⁾

(4) With the exception of Section 4(1) to (3), this Act shall not apply to passenger transport contracts.

(5) With the exception of Section 3(7), Section 4(1) to (3), and Section 5(1) to (3), this Act shall not apply to package tour contracts.^{10a)}

(6) Save as otherwise provided for in this Act, the Civil Code and special regulations¹⁶⁾ shall apply to the legal relations governed by this Act.

Section 2

(1) For the purposes of this Act, 'distance contract' means a contract agreed and concluded between the seller and the consumer with the exclusive use of one or more means of distance communication without the simultaneous physical presence of the seller and the consumer, in particular by means of a website, electronic mail, telephone, fax, direct mail or catalogue.

(2) For the purposes of this Act, 'off-premises contract' means a contract between a seller and a consumer:

- (a) concluded in the simultaneous physical presence of the seller and the consumer in a place which is not the business premises of the seller;
- (b) the conclusion of which has been proposed to the seller by the consumer in a place which is not the business premises of the seller;
- (c) concluded on the business premises of the seller or through any means of distance communication immediately after the consumer has been individually and personally addressed by the seller in a place which is not the business premises of the seller; or
- (d) concluded during or in connection with a sales event.

(3) For the purposes of this Act, 'contract on the sale of goods' means any contract:

- (a) on the basis of which a consumer acquires an item for consideration, including but not limited to a sales contract or a contract for work; or
- (b) concerning the sale of a good and the provision of a service.

(4) For the purposes of this Act, 'subscription agreement' means a contract under which the seller undertakes to supply the consumer at regular intervals with ordered goods or to provide a service during a subscription period, and the consumer undertakes to pay the price for the respective period of time for such supply or provision of the service.

(5) For the purposes of this Act, 'ancillary contract' means a contract under which the consumer acquires goods or is provided with a service related to the subject-matter of a distance contract or an off-premises contract, where the goods are supplied or the service is provided by the seller or by a third party on the basis of an agreement between that third party and the seller, and upon conclusion of which it can be foreseen, in view of the purpose of the contract, that, following the termination of the distance contract or off-premises contract, the consumer will not wish to discharge obligations under that contract.

(6) For the purposes of this Act, 'business premises' means an establishment¹⁷⁾ or other premises where the seller usually pursues the seller's business activity or profession. For the purposes of this Act, business premises used by sellers and organisers of sales events to organise and hold one-off commercial sales and presentation activities shall not be regarded as an establishment.

(7) For the purposes of this Act, 'durable medium' means a medium that enables the consumer

or the seller to store information addressed thereto in a manner allowing for the use thereof in the future for a period of time consistent with the purpose of such information, and that facilitates the unchanged reproduction of the information stored, including but not limited to paper, email, USB flash drive, CD, DVD, memory card, or the hard disk drive of a computer.

(8) For the purposes of this Act, 'electronic content' means data generated and provided in electronic form, including but not limited to software, applications, games, music, video or text.

Section 3

Provision of information prior to the conclusion of a distance contract or off-premises contract

(1) Before a distance contract or off-premises contract is concluded, or, where a contract is to be concluded on the basis of a consumer's order, before the consumer places this order the consumer shall be clearly and comprehensibly informed by the seller, in the manner pursuant to paragraph (2), or in accordance with an international treaty binding upon the Slovak Republic,¹⁸⁾ of the following:

- (a) the main characteristics of the goods or the nature of the services, to an extent suited to the means of distance communication used and to the goods or services;
- (b) the company name and registered office or place of business of the seller or the person on behalf of whom the seller is acting;
- (c) the seller's telephone number and further details relevant to the consumer's contact with the seller, including but not limited to the seller's electronic mail address and fax number, where appropriate;
- (d) the address of the seller or of the person on behalf of whom the seller is acting where the consumer may lodge a claim regarding goods or services, file a complaint or make any other request for action, if that address differs from the address referred to in subparagraph (b);
- (e) the total price of the goods or service, inclusive of value added tax and all other taxes, or, where the nature of the goods or service is such that the price cannot reasonably be calculated in advance, the manner in which the price is calculated, as well as the shipping costs, supply costs, postal charges and any other costs and charges, or, where these costs and charges cannot be calculated in advance, the fact that the total price payable may include such costs or charges; where a contract is of indeterminate duration or a subscription agreement, the seller shall inform the consumer of the total price per billing period and the price per month, if the billing period is different, and, where this price cannot be calculated in advance, of the manner in which it is calculated;
- (f) the price for the use of means of distance communication which can be used for the purposes of concluding a contract, where this concerns the number of a premium-rate service;
- (g) the payment terms, the supply terms, the time limit within which the seller undertakes to supply the goods or provide the service, and information on procedures for the submission and handling of consumers' claims, complaints and requests for action;
- (h) information on the consumer's right to withdraw from the contract, and the conditions, time limit and procedure for exercising the right of withdrawal; the seller shall also provide the consumer with the withdrawal form pursuant to Annex 3;
- (i) information that, if the consumer withdraws from the contract, the consumer will have to bear the cost of returning the goods to the seller pursuant to Section 10(3) and, if the consumer withdraws from a distance contract, also the cost of returning goods which, by their nature, cannot be returned by post;
- (j) information on any obligation of the consumer to reimburse to the seller the price of performance actually provided pursuant to Section 10(5), if the consumer withdraws from a service contract after granting the seller the express approval pursuant to Section 4(6);

- (k) information that the consumer is not entitled to withdraw from the contract or, where appropriate, information on the circumstances under which the consumer loses the right of withdrawal;
 - (l) advice concerning the seller's liability for defects in goods or services pursuant to a regulation of general application;¹⁹⁾
 - (m) information on the existence and details of a guarantee provided by the manufacturer or the seller further to principles more stringent than those laid down by a regulation of general application,²⁰⁾ if provided by the manufacturer or the seller, and information on the existence of and conditions for assistance and on services provided to consumers following the sale of goods or provision of services, where such assistance is provided;
 - (n) information on the existence of relevant codes of conduct²¹⁾ that the seller has undertaken to observe, and the means by which the consumer may be apprised or obtain the text thereof;
 - (o) information on the duration of the contract, if a contract of fixed duration; in addition, if a contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
 - (p) information on the minimum duration of the consumer's obligations under the contract, where the consumer has any such obligation thereunder;
 - (q) information on the consumer's obligation to pay an advance or to provide another financial guarantee at the seller's request, and on the conditions applicable to the provision thereof, where the consumer has any such obligation under the contract;
 - (r) where appropriate, information on the functionality of electronic content, including applicable technical protection measures for the security thereof;
 - (s) where applicable, information on the compatibility of electronic content with hardware and software that the seller is aware of or can reasonably be expected to be aware of;
 - (t) information on the possibility and conditions of dispute resolution via an alternative dispute resolution system;^{21a)} the seller shall also indicate on its website a link to an alternative dispute resolution platform,^{21b)} through which a consumer may apply for the initiation of alternative dispute resolution.
- (2) The information pursuant to paragraph (1) shall be provided to a consumer in the event of:
- (a) a distance contract in a manner suited to the means of distance communication used; where such information is provided on a durable medium, it shall be legible for the consumer;
 - (b) an off-premises contract on paper or, with the consumer's consent, recorded on another durable medium.
- (3) The obligation to provide information pursuant to paragraph (1) shall also apply *mutatis mutandis* to a seller prior to the conclusion of a contract on the provision of electronic content not supplied on a tangible medium.
- (4) The information obligation pursuant to paragraph (1)(h) to (j) shall also be regarded as fulfilled if the seller provides the consumer with duly completed advice concerning the exercise of the consumer's right of withdrawal, as set out in Annex 2.
- (5) The information referred to in paragraph (1) shall form an integral part of a distance or off-premises contract and may be altered only with the express approval of both contracting parties.
- (6) If the seller has not complied with the information obligation regarding payment of additional charges or coverage of other costs pursuant to paragraph (1)(e), or regarding the costs of returning the goods pursuant to paragraph (1)(i), the consumer shall not bear those charges or costs.

(7) Compliance with the seller's information obligation pursuant to paragraph (1) and (2) shall be without prejudice to the seller's obligation pursuant to Section 4(1).

(8) The burden of proof of compliance with the requirements referred to in paragraphs (1) and (5) shall be borne by the seller.

Conditions for the conclusion of a distance contract and off-premises contract

Section 4

(1) Where a distance contract under which the consumer is tied to monetary consideration is concluded by electronic means, the seller shall expressly, clearly and comprehensibly state the information pursuant to Section 3(1)(a), (e), (o) and (p) immediately prior to the sending of the consumer's order.

(2) The seller shall ensure that the consumer explicitly acknowledges that the consumer has been apprised of the fact that the order includes the obligation to pay a price. If sending an order requires the pressing of a button or the activation of a similar function on the seller's website, that button or similar function shall be labelled in an easily legible manner with the words 'order with obligation to pay' or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay a price.

(3) If non-compliance with the obligation pursuant to paragraph (2) could mislead the consumer with respect to the payability of a legal act, the total price of goods or a service, or the method for the calculation of the total price, the consumer shall not be required to pay the price of the goods supplied or the service provided.

(4) Clear and legible information on any constraints in the supply of goods and information on the payment methods that may be used to pay for the goods or service shall be stated on the seller's website no later than the moment at which the ordering procedure commences.

(5) Where a contract is concluded by means of distance communication which allows limited time or space for the provision of information, the seller shall present at least the information pursuant to Section 3(1) (a), (b), (e), (h) and (o) in such a way that the consumer has reasonable opportunity to read or hear such information prior to the conclusion of the contract by such means. Further information referred to in Article 3(1) shall be provided by the seller to the consumer in a way suited to the means of distance communication used.

(6) Where, under a service contract, service provision is to commence prior to the expiry of the withdrawal period or where the consumer requests service provision prior to the expiry of the withdrawal period, the seller shall:

- (a) advise the consumer that, by giving consent to the commencement of service provision prior to the expiry of the withdrawal period, the consumer loses the right of withdrawal upon complete provision of the service; and
- (b) solicit the consumer's express consent to the commencement of service provision prior to the expiry of the withdrawal period and a declaration that the consumer has been duly advised in accordance with subparagraph (a).

(7) Where a service contract is an off-premises contract, the express consent pursuant to paragraph (6) shall be recorded on a durable medium.

(8) Before commencement of the provision of electronic content other than on a tangible medium prior to the expiry of the withdrawal period, the seller shall:

- (a) advise the consumer that, by giving consent to the commencement of the provision of electronic content prior to the expiry of the withdrawal period, the consumer loses the right of withdrawal; and
 - (b) solicit the consumer's express consent to the commencement of the provision of electronic content prior to the expiry of the withdrawal period and a declaration that the consumer has been duly advised in accordance with subparagraph (a).
- (9) This shall be without prejudice to provisions on electronic contracting and the placing of electronic orders pursuant to a special regulation.²²⁾

Section 5

- (1) If the seller contacts the consumer by telephone with an offer to conclude a contract, information identifying the seller or the person on behalf of whom the call is being made to the extent pursuant to Section 3(1)(b), the commercial purpose of the telephone communication and, where it concerns a contract for consideration, information on the obligation to pay for the goods or service or to cover other costs and charges shall be notified to the consumer at the beginning of each call.
- (2) A contract, the particulars of which have been agreed during a telephone call at the instigation of the seller in accordance with paragraph (1), shall be concluded when the expression of the consumer's consent to the content of the proposal is delivered to the seller in writing.²³⁾
- (3) The seller shall also have the obligation pursuant to paragraph (1) if the seller contacts the consumer with an offer to amend a concluded contract.
- (4) The seller shall ensure the protection of personal data obtained during a telephone call pursuant to paragraph (1) in accordance with a special regulation.²⁴⁾

Section 6

- (1) After the conclusion of a distance contract, the seller shall provide the consumer with confirmation of the conclusion of the contract on a durable medium without undue delay, and at the latest along with the delivery of the goods or by the commencement of service provision. That confirmation shall contain:
- (a) all the information referred to in Section 3(1), unless the seller has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract; and
 - (b) the confirmation of the consumer's express consent and the declaration pursuant to Section 4(6)(b) or (8)(b), if made.
- (2) After the conclusion of an off-premises contract, the seller shall deliver to the consumer, without undue delay, the following on paper or, with the consumer's consent, recorded on another durable medium:
- (a) a counterpart of the contract concluded or confirmation of the conclusion of the contract;
 - (b) the confirmation of the consumer's express consent and the declaration pursuant to Section 4(6)(b) or (8)(b), if made.

Withdrawal

Section 7

(1) If the seller has provided the consumer with information on the right of withdrawal provided for in Section 3(1)(h) in a due and timely manner, the consumer shall be entitled to withdraw from a distance contract or an off-premises contract, even without giving any reason, within 14 days of the date of:

- (a) receipt of the goods pursuant to paragraph (4) where contracts concern the sale of goods;
- (b) conclusion of a service provision contract; or
- (c) conclusion of a contract on the provision of electronic content which is not supplied on a tangible medium.

(2) If the seller has provided the consumer with the information provided for in Section 3(1)(h) subsequently, and in any event within 12 months from the commencement of the withdrawal period pursuant to paragraph (1), the withdrawal period shall expire 14 days after the date on which the seller subsequently complies with the information obligation.

(3) If the seller does not provide the consumer with the information provided for in Section 3(1)(h) even within the grace period pursuant to paragraph (2), the withdrawal period shall expire 12 months and 14 days after the date on which the withdrawal period pursuant to paragraph (1) commences.

(4) Goods shall be deemed to have been received by the consumer when the consumer or a third party indicated by the consumer, other than the carrier, takes receipt of all parts of the goods ordered, or where:

- (a) goods ordered by the consumer in a single order are supplied separately, upon receipt of the good which is the last to be supplied;
- (b) goods consisting of multiple lots or pieces are supplied, upon receipt of the final lot or final piece;
- (c) goods are supplied repeatedly during a defined period of time, upon receipt of the first good supplied.

(5) A consumer may withdraw from a contract concerning the supply goods even prior to the commencement of the withdrawal period.

(6) A consumer may not withdraw from a contract concerning:

- (a) the provision of a service, where such provision has commenced with the consumer's express consent and the consumer has declared that he has been duly advised of the fact that, by expressing such consent, he loses the right of withdrawal upon complete service provision, and the service has been provided completely;
- (b) the sale of goods or provision of a service for which the price is dependent on price movements on the financial market which cannot be controlled by the seller and which may occur within the withdrawal period;
- (c) the sale of goods made in accordance with the consumer's requirements, goods made to measure, or goods intended specifically for one consumer;
- (d) the supply of goods which are liable to deteriorate or expire rapidly;
- (e) the sale of goods sealed in protective packaging which are not suitable for return due to health protection or hygiene reasons, and the protective packaging of which each has broken after supply;
- (f) the sale of goods which may, after supply, according to their nature, be inseparably mixed with other goods;
- (g) the sale of alcoholic beverages, the price of which has been agreed upon at the time of conclusion of the contract, the delivery of which can take place after 30 days at the earliest and the price of which is dependent on price movements on the market which cannot be controlled by the seller;

- (h) urgent repairs or maintenance specifically requested by the consumer from the seller; this shall not apply to service contracts and contracts concerning the sale of other goods or spare parts required to carry out a repair or maintenance if concluded during the seller's visit to the consumer and the consumer has not ordered such services or goods in advance;
- (i) the sale of audio, video or audiovisual recordings, computer software sold in protective packaging, if the consumer has opened this packaging;
- (j) the sale of a periodical, with the exception of sales under a subscription agreement, and the sale of books not supplied in protective packaging;
- (k) the provision of accommodation other than for housing purposes, the transport of goods, car rental, the provision of catering services or the provision of services related to leisure activities, and according to which the seller undertakes to provide such services at an agreed time or within an agreed period;
- (l) the provision of electronic content other than on a tangible medium, where such provision has commenced with the consumer's express consent and the consumer has declared that he has been duly advised of the fact that, by expressing such consent, he loses the right of withdrawal.

Section 8 **Exercise of the right of withdrawal**

(1) A consumer may exercise his right of withdrawal pursuant to Section 7(1) by serving notice of this on the seller either on paper or recorded on another durable medium; where a contract has been concluded orally, any clearly formulated statement from the consumer expressing his wish to withdraw from the contract shall be sufficient for the consumer to have exercised his right of withdrawal (hereinafter referred to as 'notice of withdrawal'). Consumers provided with the withdrawal form pursuant to Annex 3 by the seller may use this.

(2) Notice of withdrawal shall be considered served within the withdrawal period if dispatched to the seller at the latest on the last day of the period specified in Section 7(1).

(3) If there are any doubts regarding service, notice of withdrawal dispatched by the consumer shall be considered served upon expiry of a period consistent with the service method used, provided that the consumer is able to prove dispatch thereof to the address notified to the consumer by the seller in accordance with Section 3(1)(b) to (d) or to an address, a change in which has been duly notified to the consumer by the seller following conclusion of the contract. If a postal consignment containing notice of withdrawal cannot be served on the seller for reasons pursuant to a special regulation,²⁵⁾ notice of withdrawal shall be considered served on the date of dispatch thereof to the seller at an address further to the first sentence.

(4) If the seller gives the consumer the option to withdraw from the contract by using a specific designated function or withdrawal form on the seller's website, immediately after receiving such a withdrawal the seller shall provide the consumer with acknowledgement thereof on a durable medium.

(5) If a consumer withdraws from the contract, any ancillary contract associated with the contract from which the consumer has withdrawn shall also be cancelled *ex tunc*. No costs or other payments connected with the cancellation of an ancillary contract, other than the coverage of the costs and payments referred to in Section 9(3) and Section 10(3) and the price for the service, where the object of the contract is the provision of a service and the service has been fully provided, may be demanded from the consumer.

(6) The burden of proof of the exercise of the right of withdrawal shall rest with the consumer.

Section 9

Seller's obligations upon withdrawal

(1) The seller, without undue delay and in any event not later than 14 days from the date of service of notice of withdrawal, shall refund to the consumer all payments received therefrom under or in connection with the contract, including shipping costs, supply costs, postal charges and any other costs and charges; this shall be without prejudice to Section 8(5).

(2) The seller shall refund to the consumer the payments pursuant to paragraph (1) in the same manner used by the consumer upon payment. This shall be without prejudice to the consumer's right to agree with the seller on another payment method provided that, in connection therewith, the consumer is not subject to any further charges.

(3) The seller shall not be required to cover the consumer's supplementary costs if the consumer expressly selects a delivery method other than the least expensive standard delivery method offered by the seller. 'Supplementary costs' means the difference between the costs of delivery selected by the consumer and the costs of the least expensive standard delivery method offered by the seller.

(4) If, under an off-premises contract, goods are supplied to the consumer's home at the time of conclusion of the contract and, by their nature, the goods cannot be sent back to the seller by post, the seller shall arrange for the collection of the goods at the seller's own expense within the time limit pursuant to paragraph (1).

(5) Upon withdrawal from a contract concerning the sale of goods, the seller shall not be required to refund to the consumer the payments pursuant to paragraph (1) before the goods are delivered to the seller or until the consumer proves that the goods have been sent back to the seller, unless the seller proposes to collect the goods in person or via a party delegated by the seller.

Section 10

(1) Within 14 days of withdrawal from a contract, the consumer shall send the goods back or hand them over to the seller or a party delegated by the seller to take receipt thereof. The foregoing shall not apply if the seller offers to collect the goods in person or via a party delegated by the seller. The time limit further to the first sentence shall be considered to have been respected if the goods are handed over for shipping at the latest on the last day of that time limit.

(2) A consumer who has acquired goods under a contract concluded during or in connection with a sales event shall be entitled to refuse to return those goods to the seller until the seller refunds to the consumer the price or advance paid for the goods or service.

(3) Upon withdrawal from a contract, the consumer shall bear only the costs of returning the goods to the seller or to the person delegated by the seller to take receipt of the goods. This shall not apply if the seller has agreed to bear such costs itself or if the seller fails to comply with the obligation pursuant to Section 3(1)(i).

(4) The consumer shall be liable only for any diminished value of the goods resulting from the handling thereof in a manner beyond that necessary to establish the characteristics and functioning of the goods. The consumer shall not be liable for any diminished value of the goods where the seller has failed to comply with the obligation to provide notice of the right of

withdrawal pursuant to Section 3(1)(h).

(5) If the consumer withdraws from a service contract and, before the commencement of service provision, has given express consent pursuant to Section 4(6), the consumer shall pay the seller only the price of any performance actually provided up to the date of service of notice of withdrawal. The price of any performance actually provided shall be calculated on the basis of the total price agreed in the contract. If the total price agreed in the contract is excessive, the price of performance actually provided shall be calculated by reference to the market value of the performance provided.

(6) The consumer shall not be required to pay for:

- (a) services provided during the withdrawal period, irrespective of the scope of the performance provided, if:
 - 1. the seller has not provided the consumer with the information pursuant to Section 3(1)(h) or (j);
 - 2. the consumer has not given the seller express consent to commence service provision pursuant to Section 4(6);
- (b) the provision, in full or in part, of electronic content which is not supplied on a tangible medium, where:
 - 1. the consumer has not given the seller express consent to commence the provision of electronic content pursuant to Section 4(8);
 - 2. the consumer has not declared that he has been duly advised of the fact that, by expressing consent pursuant to point 1, he loses his right of withdrawal; or
 - 3. the seller has failed to provide confirmation in accordance with Section 6(1) or (2)(b).

(7) With the exception of the obligations referred to in paragraphs (1), (3) to (5) and Section 9(3), the exercise of the consumer's right of withdrawal shall not result in further costs or other obligations for the consumer.

Sales event

Section 11

(1) 'Sales event' means an event for a limited number of consumers, organised by means of an invitation or other form of notification addressed directly to consumers which is manifestly an invitation (hereinafter referred to as an 'invitation'), where this event involves, in particular, the presentation, offering or sale of goods or the provision of services, and during this event, or within 15 working days of this event, contracts are concluded with consumers.

(2) The following shall not be considered to be sales events:

- (a) sale at public auction; or
- (b) events organised exclusively for the purpose of the tasting and consumption of products and the sale thereof, provided that other products or services are not also presented and offered for sale.

(3) A sales event organiser (hereinafter referred to as the 'organiser') or the seller, no later than 20 days before a sales event is held, shall notify the holding of the event in writing (hereinafter referred to as 'written notification') to the Central Inspectorate of the Slovak Trade Inspectorate (hereinafter referred to as the 'Central Inspectorate') and to the local inspectorate of the Slovak Trade Inspectorate competent according to the place where the sales event is to be held.

(4) In the written notification pursuant to paragraph (3), the organiser or seller shall:

- (a) specify:

1. the company name and registered office or place of business of the organiser or the seller;
 2. the precise place and time of the sales event, including a specification of the address and indication of the premises where the sales event is to be held, and the proposed timetable of the sales event;
 3. the focus of the sales event, including an indication of the goods or services that are to be presented and sold at the sales event, and a specification of the price for which they will be offered to consumers;
 4. the envisaged number of participants and, if the sales event is intended for a specific group of consumers, an indication thereof;
 5. a precise indication of the contracts and a designation of all sellers with whom the consumer will be able to conclude a contract;
 6. the place, date and time of embarkation, and the mode and conditions of transportation, if the sales event includes the transportation of consumers to the place where the sales event is to be held; and
- (b) attach:
1. a copy of the invitation; and
 2. the drafts of all contracts that consumers will be able to conclude at the sales event.

(5) The Central Inspectorate shall publish the full text of the written notification pursuant to paragraph (4) on its website no later than five days prior to the sales event. If the organiser or seller does not deliver written notification to the extent and with the particulars pursuant to paragraph (4) within the time limit pursuant to paragraph (3), the Central Inspectorate shall not publish the written notification on its website. Furthermore, the Central Inspectorate shall not publish written notification if the statutory body, a member of the statutory body, or a member of the company which is the organiser or seller is an untrustworthy person; 'untrustworthy person' means a person who, at the time of a sales event during which there is a particularly serious breach of this Act, as a result of which the trade authorisation of the seller or organiser of the sales event is revoked, is the statutory body, a member of the statutory body or a member of the company which organised the sales event or acted as a seller thereat.

(6) The invitation shall contain the particulars pursuant to paragraph (4)(a).

(7) At a sales event, it shall be possible to present, offer for sale, and sell only goods and provide only services which have been notified in accordance with paragraph (4)(a), point 3, such being for a price not exceeding the price specified in the written notification.

(8) A contract concluded during a sales event, including a contract dependent thereon,²⁶⁾ shall not be created if:

- (a) the organiser of the seller fails to comply with the obligation pursuant to paragraph (3);
- (b) the Central Inspectorate does not publish a written notification pursuant to the second sentence of paragraph (5);
- (c) the organiser or the seller holds a sales event in contravention of the written notification and the particulars thereof delivered within the time limit pursuant to paragraph (3); or
- (d) the object thereof is the sale of a good or the provision of a service in contravention of paragraph (7).

(9) Paragraphs (3) and (4) and Section 12(1) and (2) shall not apply to a sales event which is held during a visit by the seller to the consumer and during which goods or services are offered or sold on the basis of the seller's catalogue, where:

- (a) the consumer also has the opportunity to apprise himself of the catalogue in the absence of the seller;
- (b) the catalogue or the contract contains information on the consumer's right of withdrawal within 14 days of receipt of the goods or of the date of conclusion of the service provision

- contract; and
- (c) during the sales event, only goods or services indicated in the catalogue are presented or offered for sale to consumers.

Section 12

(1) The organiser or the seller shall not refuse participation in a sales event to a person who produces an invitation; this shall not apply where participation is impossible because the capacity of the sales event has been met. Participation in a sales event shall not be refused to a person whose transportation to the place of the sales event has been arranged by the organiser or the seller.

(2) During a sales event or prior to the expiry of the withdrawal period, it shall not be permitted to solicit or receive from the consumer any consideration representing the price for goods or services or any part thereof on offer; the same shall apply to an advance connected with payment of the price for goods or services or a charge associated with the conclusion of a contract, the supply of goods or the provision of a service. Nor shall the seller be permitted to encourage the consumer to provide consideration pursuant to the first sentence.

(3) The organiser or the seller, during a sales event and accompanying activities, including but not limited to a draw, games for prizes, gifts of goods or services, or other accompanying activities directed at the consumer, shall not separate the consumer from other participants in the sales event or expose him to other circumstances or procedure that could result in the undue influencing of the consumer's decision to purchase a good or service on offer.

(4) Where a sales event includes the transportation of consumers to the place where the sales event is to be held, the organiser or the seller shall also arrange for consumers to be transported from the place of the sales event to the place of embarkation specified in the invitation or, with the consumer's consent, to another place. The organiser or the seller shall not refuse transportation even if a consumer does not decide to purchase goods or services on offer.

(5) A breach of the obligations pursuant to paragraphs (1) to (4) by the organiser or the seller shall be regarded as a particularly serious breach of an obligation of the organiser or the seller.²⁷⁾

Section 13

The obligations of the organiser or the seller pursuant to Sections 11 and 12 shall also apply *mutatis mutandis* to persons acting on behalf of or in the interests of the organiser or the seller.

Section 14 Supervision

- (1) The supervision of compliance with this Act shall be carried out by:
- (a) bodies of State administration in the field of public health and the State Veterinary and Food Administration²⁸⁾ with respect to the offer and sale of foodstuffs;
 - (b) the Public Health Authority of the Slovak Republic and regional public health authorities²⁹⁾ with respect to the offer and sale of cosmetic products;
 - (c) the Slovak Trade Inspectorate with respect to the offer and sale of products and the provision of services:
 - 1. that are not supervised, in view of their material competence, by the bodies referred to

- in subparagraphs (a) and (b); or
2. during or in connection with a sales event.

Section 15 **Administrative offences**

- (1) A misdemeanour shall have been committed by a person who:
- (a) breaches an obligation pursuant to Section 4(2), Section 6 or Section 9(1);
 - (b) breaches an obligation pursuant to Section 3(1), Section 4(1), (5) to (8), Section 5(1) or (2), Section 8(4) or Section 9(4);
 - (c) breaches an obligation pursuant to Section 4(4) or Section 9(2);
 - (d) breaches an obligation pursuant to Section 12(3) or (4); or
 - (e) breaches an obligation pursuant to Section 11(3), (6) or (7) or Section 12(1) or (2).
- (2) The supervisory body shall impose a fine for an administrative offence pursuant to:
- (a) paragraph (1)(a) in a range from EUR 300 to EUR 16,500;
 - (b) paragraph (1)(b) in a range from EUR 200 to EUR 10,000;
 - (c) paragraph (1)(c) in a range from EUR 100 to EUR 5,000;
 - (d) paragraph (1)(d) in a range from EUR 1,000 to EUR 33,000;
 - (e) paragraph (1)(e) in a range from EUR 500 to EUR 16,500.
- (3) In addition to a fine imposed pursuant to paragraph (2), the supervisory body may order the infringer to refrain from unlawful conduct.
- (4) The upper limit of the tariff for a fine pursuant to paragraph (2) shall be doubled if the seller repeatedly breaches the same obligation, for a breach of which the seller has already been fined by the supervisory body, within 12 months of the date on which the previous decision imposing a fine became final.
- (5) When determining the amount of a fine, the seriousness, method, duration and consequences of the unlawful conduct and the scope and extent of the threat of injury or the actual injury caused shall be taken into consideration.
- (6) Receipts from fines shall accrue to the central government budget.
- (7) Proceedings on the imposition of a fine may be initiated within 12 months of the date on which the supervisory body discovers a breach of an obligation under this Act, but no later than three years as of the date on which the breach of the obligation occurred. A fine may be imposed within four years of the date on which the obligation is breached.
- (8) A general regulation on administrative proceedings³⁰⁾ shall apply to proceedings under this Act.
- (9) Where, despite the imposition of a fine pursuant to paragraph (2), within the space of 12 months the seller repeatedly unduly prevents, unreasonably inhibits or otherwise frustrates the exercise of the consumer's right of withdrawal pursuant to Section 7(1), such conduct shall be regarded as a particularly serious breach of the seller's obligation.²⁷⁾

Section 16 **Consumer protection from unlawful business**

Persons who, in the sale of goods or the provision of services on the basis of a distance contract

or an off-premises contract, act without business authorisation shall also have the obligations of a seller.

Section 17 **Transitional provisions**

(1) Legal relations established before this Act takes effect further to off-premises contracts and distance contracts shall be governed by the provisions of existing regulations, save as otherwise provided for by this Act in paragraph (2).

(2) As of 13 June 2014, Section 8(3) and (4), Section 9(1), (2), (4) and (5), and Section 10(1), (3), (4) and (7) shall also apply to legal relations established on the basis of off-premises contracts or distance contracts concluded before this Act takes effect, where the legal relations deriving from such contracts remain in place after this Act takes effect.

(3) Proceedings initiated before this Act takes effect shall be completed in accordance with existing regulations.

(4) Where the term 'door-to-door selling' is used in existing legislation, this shall be taken to mean the 'off-premises sale of goods or provision of services'. Where the term 'mail-order sales' is used in existing legislation, this shall be taken to mean the 'distance sale of goods or provision of services'.

Section 18 **Repeal**

Act No 108/2000 on consumer protection in relation to door-to-door selling and mail-order sales, as amended by Act No 266/2005, Act No 118/2006, Act No 343/2007, Act No 402/2009 and Act No 367/2013, is hereby repealed.

Section 19 **Final provision**

This Act shall transpose the legally binding acts of the European Union referred to in Annex 1.

Article II

Act No 40/1964, the Civil Code, as amended by Act No 58/1969, Act No 131/1982, Act No 94/1988, Act No 188/1988, Act No 87/1990, Act No 105/1990, Act No 116/1990, Act No 87/1991, Act No 509/1991, Act No 264/1992, Act of the National Council of the Slovak Republic No 278/1993, Act of the National Council of the Slovak Republic No 249/1994, Act No 153/1997, Act No 211/1997, Act No 252/1999, Act No 218/2000, Act No 261/2001, Act No 281/2001, Act No 23/2002, Act No 34/2002, Act No 95/2002, Act No 184/2002, Act No 215/2002, Act No 526/2002, Act No 504/2003, Act No 515/2003, Act No 150/2004, Act No 404/2004, Act No 635/2004, Act No 171/2005, Act No 266/2005, Act No 336/2005, Act No 118/2006, Act No 188/2006, Act No 84/2007, Act No 335/2007, Act No 568/2007, Act No 214/2008, Act No 379/2008, Act No 477/2008, Act No 186/2009, Act No 575/2009, Act No 129/2010, Act No 546/2010, Act No 130/2011, Act No 161/2011, Act No 69/2012, and Act No 180/2013, is hereby amended as follows:

1. The following sentence is added at the end of Section 52(2): 'In all cases, the provisions of the Civil Code shall be applied as a matter of priority to all legal relations involving a consumer, even if provisions of commercial law should otherwise be invoked.'
2. In Section 53, the following subparagraphs (s) to (v) are added to paragraph (4):
 - '(s) require a consumer to secure compliance with a liability in a value disproportionately higher than the amount of the consumer's liability deriving from a consumer contract at the time of conclusion of the agreement to secure compliance with the consumer's liability;
 - (t) require consideration from a consumer for a service, the provision of which by the supplier does not predominantly pursue the consumer's interests;
 - (u) require a consumer to be tied by a contract for a disproportionate length of time even where, upon conclusion of the contract, it was evident that the object of the contract could be achieved in a much shorter time;
 - (v) require a consumer to pay consideration of which the consumer had not been demonstrably informed prior to the conclusion of the contract, the payment of which is not regulated in the contract, or for which the consumer has not received the agreed performance.'
3. In Section 53(7), the words 'attaching to immovable property' are deleted.
4. In Section 54(1), the words 'conferred on him by this Act' are replaced by the words 'conferred on him by this Act or special consumer protection regulations'.
5. In Section 614, the following new paragraphs (2) to (4) are inserted after paragraph (1):

'(2) Unless otherwise agreed by the participants, the seller shall supply an item to the purchaser without undue delay and in any event within 30 days of the date of conclusion of the contract. If the seller fails to comply with the obligation to supply an item within the time limit pursuant to the first sentence and fails to supply the item even within a reasonable grace period granted to the seller by the purchaser, the purchaser may withdraw from the contract.

(3) If it is clear from all circumstances, or if the purchaser expressly informed the seller before concluding the contract, that the supply of goods within a specified time limit or on a specific date is particularly important for the purchaser, and the seller fails to supply the goods within this time limit, the purchaser may withdraw from the contract even without granting any reasonable grace period for supply of the item.

(4) Where the purchaser withdraws from the contract pursuant to paragraph (2) or paragraph (3), the seller shall refund to the purchaser all consideration received under the contract without undue delay.'

The existing paragraphs (2) and (3) are renumbered as paragraphs (5) and (6), respectively.
6. The following Section 614a is inserted after Section 614:

'Section 614a

Where goods supplied do not have the characteristics in which the consumer expressed an interest and which concur with the description provided by the supplier, the costs of the return thereof and the supply of goods consistent with the contract, and all associated costs actually incurred by the purchaser, shall be borne by the seller.'
7. In Division Nine, the following Title Nineteen, including the heading, is inserted after Title Eighteen:

**'TITLE NINETEEN
TRANSITIONAL PROVISIONS FOR AMENDMENTS EFFECTIVE AS OF 13 JUNE 2014**

Section 879p

Section 53(4)(s) and (t), Section 53(7) and Section 614a shall also govern legal relations established prior to 13 June 2014; however, the establishment of those legal relations and claims arising therefrom prior to 13 June 2014 shall be considered pursuant to regulations effective until 21 June 2014, save as otherwise provided for.'

8. The following point 7 is added to the Annex:
 7. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011).'

Article III

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

The following paragraph (4) is added to Section 10:

'(4) Contractual relations relating to a consumer contract shall be governed by Slovak legislation, unless the law which would otherwise be applicable provides better protection of consumer rights.'

Article IV

Act No 147/2001 on advertising and amending certain acts, as amended by Act No 23/2002, Act No 525/2005, Act No 282/2006, Act No 342/2006, Act No 102/2007, Act No 648/2007, Act No 402/2009, Act No 182/2011, Act No 362/2011, Act No 313/2012, and Act No 459/2012, is hereby amended as follows:

1. In Section 2(1), subparagraph (a) is amended as follows:

'(a) advertising is the demonstration, presentation or other notification in any form associated with commercial, business or other gainful activity^{1b)} in order to market products;'

Footnote 1b is worded as follows:

'1b) For example, Act of the Slovak National Council No 78/1992 on tax advisers and the Slovak Chamber of Tax Advisers, as amended; Act No 586/2003 on the legal profession and amending Act No 455/1991 on licensed trading (the Trading Act), as amended, as amended; Act No 540/2007 on auditors, auditing and the supervision of auditing and amending Act No 431/2002 on accounting, as amended, as amended.'

2. In Section 2(1)(c), the words 'within the scope of its business activity' are deleted.

3. The following paragraph (10) is added to Section 3:
'(10) Advertising shall not be disseminated if it fails to comply with requirements pursuant to a special regulation.^{9a)}'.

Footnote 9a is worded as follows:

'9a) Section 3 of Act No 129/2010 on consumer credit and other credit and loans for consumers and amending certain acts.'

Article V

Act No 128/2002 on State control of the internal market in consumer protection matters and amending certain acts, as amended by Act No 284/2002, Act No 22/2004, Act No 451/2004, Act No 725/2004, Act No 266/2005, Act No 308/2005, Act No 646/2005, Act No 648/2007, Act No 67/2010, Act No 129/2010, Act No 161/2011, Act No 182/2011, Act No 78/2012, Act No 301/2012, Act No 142/2013, and Act No 367/2013, is hereby amended as follows:

1. In Section 1(1)(a), the following words are added at the end:
'and State supervision and control of business in the energy sector pursuant to special regulations.¹⁾'.

Footnote 1 is worded as follows:

'1) Act No 657/2004 on thermal energy, as amended.

Act No 555/2005 on the energy performance of buildings and amending certain acts, as amended.

Act No 251/2012 on energy and amending certain acts, as amended.'

The existing reference 1 is renumbered as reference 1a.

2. In footnote 1a, the citation 'Act No 108/2000 on consumer protection in relation to doorstep selling and mail-order sales, as amended' is replaced by the citation 'Act No 102/2014 on consumer protection in the sale of goods or the provision of services on the basis of a distance contract or an off-premises contract and amending certain acts'.
3. In Section 4, the following subparagraph (g) is added to paragraph (3):
'(g) perform test purchases.'
4. The following paragraph (4) is added to Section 4:
'(4) Where a test purchase is performed, the Slovak Trade Inspectorate shall notify the tested entity, within 30 days of receipt of the product, that the purchase was a test purchase. If it returns the product undamaged to the tested person within the same time limit, the tested person shall refund to the Slovak Trade Inspectorate the price paid for the product within 15 days of the date of return of the product; costs occasioned by the return of the product to the tested person shall be borne by the Slovak Trade Inspectorate. This shall be without prejudice to the tested person's obligation to cover the costs of sampling and testing to verify the safety, quality and conformity of products pursuant to Section 7(4).'
5. In Section 5, the following subparagraph (i) is added to paragraph (6):
'(i) perform test purchases, including indirectly and under a secret identity.'

Article VI

Act No 22/2004 on electronic commerce and amending Act No 128/2002 on State control of the

internal market in consumer protection matters and amending certain acts, as amended by Act No 284/2002, as amended by Act No 160/2005, is hereby amended as follows:

1. In Section 5, paragraph (6) is amended as follows:
'(6) A service provider shall confirm an order electronically without undue delay after delivery thereof.'
2. In Section 5(8), subparagraph (b) is amended as follows:
'(b) on security for liabilities;¹⁶⁾ this shall be without prejudice to Section 741b of the Civil Code.'

Article VII

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

In Section 19(12), the following new second sentence is inserted after the first sentence:
'The public administration entity constituting Railways of the Slovak Republic,^{22ab)} State enterprise and company, may receive credit or loans; where the total amount thereof received in the current budget year is to exceed EUR 1 million, this shall be subject to the prior written approval of the Ministry of Finance.'

Footnote 22ab is worded as follows:

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

Article VIII

Act No 250/2007 on consumer protection and amending Act of the Slovak National Council No 372/1990 on misdemeanours, as amended, as amended by Act No 397/2008, Act No 318/2009, Act No 575/2009, Act No 508/2010, Act No 301/2012, Act No 132/2013, and Act No 437/2013, is hereby amended as follows:

1. In Section 2, subparagraphs (a) and (b) are amended as follows:
'(a) "consumer" means a natural person who, upon concluding and performing a consumer contract,¹⁾ is not acting within the scope of the subject of his business activity,²⁾ employment or occupation;^{2a)}
(b) "seller" means a person who, upon concluding and performing a consumer contract, is acting within the scope of the subject of his business activity or occupation, or a person acting on behalf of or on account of that person;'

Footnotes 1 to 2a are worded as follows:

'1) Sections 52 to 54 of the Civil Code.

2) Section 2(1) of the Commercial Code.

2a) For example, Act of the Slovak National Council No 138/1992 on chartered architects and chartered civil engineers, as amended; Act No 586/2003 on the legal profession and

- amending Act No 455/1991 on licensed trading (the Trading Act), as amended, as amended.'
2. In Section 2(n), the word 'written' is inserted after the words "'expert assessment" means a'.
 3. The following subparagraph (zd) is added to Section 2:
'(zd) "product" means any product or service, including immovable property, rights and obligations.'
 4. The following heading is inserted above Section 4: 'Seller's obligations'
 5. The heading under Section 4 is deleted.
 6. In Section 4(1)(i), the words 'in the handling of cross-border claims' are deleted.
 7. In Section 4, paragraph (2) is amended as follows:
'The seller shall not:
(a) unduly impose obligations on the consumer;
(b) deny the consumer the rights pursuant to Section 3;
(c) employ unfair commercial practices and unfair terms in consumer contracts.'
 8. In Section 4(10), the words 'despite the association's warning' are deleted.
 9. The following paragraph (11) is added to Section 4:
'(11) The seller shall not solicit or accept from the consumer payment for a product supplied, a service provided or electronic content provided^{12ca)} that has not been ordered by the consumer. The consumer's inactivity after receiving an unsolicited supply pursuant to the first sentence shall not result in any costs or other obligations for the consumer.'

Footnote 12ca is worded as follows:

'12ca) Section 2(7) of Act No 102/2014 on consumer protection in the sale of goods or provision of services on the basis of a distance contract or an off-premises contract and amending certain acts.'

10. The following Section 4a is inserted after Section 4:

'Section 4a

(1) The seller shall not charge the consumer:

- (a) for the use of a means of payment;^{12cb)} or
- (b) for the use of a payment method other than a means of payment in an amount exceeding the actual costs incurred by the seller in connection with the use of that payment method.

(2) Paragraph (1) shall not apply to a fee charged by a payment service provider^{12cc)} for a payment service provided.

(3) The seller's telephone number on which the seller may be contacted by the consumer in connection with the contract concluded shall not be the number of a premium-rate service.

(4) Payment other than the coverage of the price for the main subject of performance and costs and charges pursuant to Section 10a(1)(d) shall be made by the consumer only if the consumer expressly consents to such payment prior to the conclusion of the contract or

prior to dispatching an order. The burden of proof that express consent has been given pursuant to the first sentence shall rest with the seller.

(5) The seller shall not, for the purposes of obtaining consent pursuant paragraph (4), offer the consumer preselected options in a draft contract or during any act preceding the conclusion of a contract which the consumer is required to reject in order to avoid an additional payment. If a consumer's consent is obtained in contravention of the first sentence, the consumer shall not be obliged to make that additional payment.

(6) In the offer of options for the shipping or supply of ordered goods, the seller shall not present the consumer with any data, characteristics or conditions of postal, shipping or forwarding services that are in contravention of the information set out in publicly accessible postal, commercial or other conditions for the provision of such services or that are not expressly set out in a written agreement between a postal undertaking, carrier or forwarder providing the shipping or supply of goods and the seller.'

Footnotes 12cb and 12cc are worded as follows:

'12cb) Section 2(19) of Act No 492/2009 on payment services and amending certain acts, as amended.

12cc) Section 2(3) of Act No 492/2009, as amended.'

11. The following Section 5a, including the heading, is inserted after Section 5:

'Section 5a
Security for the consumer's obligations

(1) The securing of the satisfaction of a claim or compliance with an obligation deriving from a consumer contract shall be inadmissible:

- (a) by way of an agreement on deductions from a wage or other income in favour of the seller or another person,^{12cd)} unless such an agreement is concluded as a separate instrument, the consumer has been advised of the consequences of concluding it, and the consumer has had the option to refuse it; or
- (b) by means of a bill, note or cheque.^{12ce)}

(2) The seller shall not select or otherwise appoint a person for the consumer who, in connection with the conclusion of a consumer contract, the performance of a consumer contract, or security for an obligation deriving from a consumer contract, is to act on behalf of or in the interests of the consumer. The provisions of a consumer contract under which the consumer empowers a third party to execute legal acts associated with the performance of the consumer contract or with the conclusion of another consumer contract shall be null and void.

(3) The provisions of a consumer contract binding a consumer, in his own name or represented by a third party, to acknowledge his debt in case of non-compliance with obligations deriving from the consumer contract shall be null and void.

(4) A legal act whereby the consumer empowers a third party to conclude an agreement securing compliance with an obligation of the consumer deriving from a consumer contract on behalf of the consumer shall be null and void.

(5) The seller shall be liable for damage caused by the seller to the consumer by a breach of paragraph (1).'

Footnotes 12cd and 12ce are worded as follows:

'12cd) Section 551 of the Civil Code.

12ce) Act No 191/1950 on bills, notes and cheques, as amended.'

12. The following Section 5b is inserted after Section 5a:

'Section 5b

The body adjudicating on claims under a consumer contract shall also, *ex officio* or otherwise, take account of the impossibility of exercising a right, any weakening of the seller's claim against the consumer, including the limitation thereof, or other legal impediment or lawful grounds preventing the seller from enforcing or being granted consideration from the consumer, even if the consumer would otherwise be required to invoke such circumstances.'

13. In Section 7(1), the full-stop is replaced by a comma and the following words are added: 'such being before, during and after the commercial transaction.'
14. In Section 7(2)(b), the words 'product or service' are replaced by the word 'product'.
15. The following paragraph (5) is added to Section 7:
'(5) The use of unfair commercial practices shall also be prohibited in connection with the fulfilment of a consumer obligation, including enforcement of a claim deriving from a consumer contract.'
16. In Section 8(4), the number '1' is replaced by the number '3'.
17. The word 'product' [*výrobok*] is replaced throughout the text of Section 8 and 9 by the word 'product' [*produkt*].
18. The following Section 9a is inserted after Section 9:

'Section 9a

(1) The obligations under Sections 4(2) and (8), 4a to 5a and 7 to 9 shall also apply to any person who, on behalf of the creditor or in his own name, enforces claims deriving from a consumer contract.

(2) Compensation for the costs of enforcing a claim cannot be demanded from a consumer at an amount exceeding the actual costs incurred by the person who, on behalf of the creditor or in his own name, enforces the claims deriving from a consumer contract.

(3) Neither the seller nor the person who, on behalf of the creditor or in his own name, enforces the claims deriving from a consumer contract shall visit the consumer in person in his home or workplace in connection with the lodging or enforcement of claims. To this end, the contacting or harassment of the consumer during public holidays, on weekend days or on working days after 6 p.m. shall be prohibited.'

19. The following Section 10a, including the heading above that section, is inserted after Section 10:

'Information obligations

Section 10a

(1) Before a contract is concluded, or, where a contract is to be concluded on the basis of a consumer's order, before the consumer places this order, the consumer shall be clearly and comprehensibly informed by the seller of the following matters, unless these are clear in view of the nature of the goods or services involved:

- (a) the main characteristics of the product or the nature of the service, to an extent suited to the product or service;
- (b) the company name and registered office or place of business of the seller;
- (c) the seller's telephone number and further details relevant to the consumer's contact with the seller, including but not limited to the seller's electronic mail address and fax number, where appropriate;
- (d) the selling price of the product or service, or, where the nature of the product or service is such that the price cannot reasonably be determined in advance, the manner in which the price is calculated, as well as the shipping costs, supply costs, postal charges and other costs and charges, or, where these costs and charges cannot be determined in advance, the fact that the total price payable may include such costs and charges;
- (e) the payment terms, the supply terms, the time limit within which the seller undertakes to supply the product or provide the service, and information on procedures for the submission and handling of consumers' claims, complaints and requests for action;
- (f) advice concerning the seller's liability for defects in a product or service pursuant to a regulation of general application;^{15a)}
- (g) information on the existence and details of a guarantee provided by the manufacturer or the seller further to principles more stringent than those laid down by a regulation of general application,^{15b)} if provided by the manufacturer or the seller, and information on the existence of and conditions for assistance and on services provided to consumers following the sale of the product or provision of the service, where such assistance is provided;
- (h) information on the duration of the contract, if a contract of fixed duration; in addition, if a contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
- (i) where appropriate, information on the functionality of electronic content, including applicable technical protection measures for the security thereof;
- (j) where applicable, information on the compatibility of electronic content with hardware and software that the seller is aware of or can reasonably be expected to be aware of.

(2) The obligations pursuant to paragraph (1) shall also apply to a contract on the provision of electronic content not supplied on a tangible medium.

(3) Paragraph (1) shall not apply in cases where it is incumbent on the seller, under a special regulation,^{15c)} to provide information to the consumer prior to the conclusion of a contract.'

Footnotes 15a to 15c are worded as follows:

'15a) Sections 622 and 623 of the Civil Code.

15b) Section 502 of the Civil Code.

15c) For example, Act No 483/2001 on banks and amending certain acts, as amended; Act No 594/2003 on collective investment and amending certain acts, as amended; Act No 43/2004 on pension plans and amending certain acts, as amended; Act No 129/2010 on consumer credit and other credit and loans for consumers and amending certain acts, as amended; Act No 351/2011 on electronic communications, as amended; Act No 251/2012, as amended.'

- 20. The heading above Section 11 is deleted.
- 21. In Section 13, the words 'Where the information referred to in Sections 11 and 12 is provided in writing' are replaced by the words 'Where the information referred to in

Sections 10a to 12 is provided in writing’.

22. In Section 18, paragraph (2) is amended as follows:

‘(2) The consumer may lodge a claim in any establishment of the seller where it is possible to receive a complaint in view of the products supplied or services provided, or with a designated person. The designated person may handle a claim only by submitting a repaired product, otherwise the claim shall be forwarded to the seller for handling.’

23. In Section 18(6), the following sentences are added at the end:

‘The seller shall provide the consumer with a copy of the expert assessment justifying the rejection of the claim within 14 days of the date on which the handling of the claim has been completed. This shall be without prejudice to the seller’s obligation pursuant to paragraph (9).’

24. The following Section 18a, including the heading, is inserted after Section 18:

**‘Section 18a
Particulars of an expert assessment**

(1) An expert assessment shall contain:

- (a) the identification of the person carrying out the expert assessment;
- (b) the precise identification of the product assessed;
- (c) a description of the condition of the product;
- (d) the outcome of the assessment;
- (e) the date of issuance of the expert assessment.

(2) An expert assessment not containing the particulars pursuant to paragraph (1) shall be disregarded.’

25. The following Section 20a is inserted after Section 20:

‘Section 20a

(1) The supervisory body shall issue a decision ordering the seller or a person pursuant to Section 9a to remedy shortcomings identified and to refrain from unlawful conduct.

(2) The supervisory body may issue a decision prohibiting the seller from selling products or providing services to consumers for a maximum of three years if the seller, within 12 months of the date on which a previous decision to impose a fine for conduct prejudicial to the collective interests of consumers becomes final, repeatedly engages in such conduct.’

26. In Section 21(1), in the first sentence the words ‘or a person pursuant to Section 9a’ are inserted after the word ‘seller’, and in the third sentence the words ‘or a person pursuant to Section 9a’ are inserted after the word ‘seller’.

27. In the first sentence of Section 21(2), the words ‘detects a breach’ are replaced by the words ‘suspects a breach’, and the words ‘or a person pursuant to Section 9a’ are inserted after the word ‘seller’.

28. In Section 24, paragraph (7) is amended as follows:

‘(7) Proceedings on the imposition of a fine may be initiated within 12 months of the date on which the supervisory body discovers a breach of an obligation under this Act, but no later than three years pursuant to paragraphs (1) and (3) and 10 years pursuant to paragraph (2) as of the date on which the breach of the obligation occurred. A fine may be imposed within four years of the date on which the obligation is breached.’

29. In Section 25(1), a comma and the words ‘including procedure relating to the collective interests of consumers;’ are inserted after the words ‘consumer rights’.

30. The following Section 29b, including the heading, is inserted after Section 29a:

‘Section 29b

Transitional provision for amendments effective from 1 May 2014

Section 5a(1)(b) and (2) to (4) shall also govern legal relations established prior to 1 May 2014; however, the establishment of those legal relations and claims arising therefrom prior to 1 May 2014 shall be considered pursuant to regulations effective until 30 June 2014.’

31. The following Section 29c, including the heading, is inserted after Section 29b:

‘Section 29c

Transitional provision for amendments effective from 13 June 2014

Section 4a(1) to (3) shall also govern legal relations established prior to 13 June 2014; however, the establishment of those legal relations and claims arising therefrom prior to 13 June 2014 shall be considered pursuant to regulations effective until 12 June 2014.’

32. In the part ‘Misleading commercial practices’ of Annex 1, point 6 is amended as follows:

‘6. Bait-and-switch advertising, i.e. advertising intended to support the sale of another product by making an invitation to purchase products at a specified price and then:

- (a) refusing to show the advertised goods to consumers;
- (b) refusing to take orders for the goods or supply the goods within a reasonable time; or
- (c) demonstrating a defective sample of the goods.’

33. In the part ‘Aggressive commercial practices’ of Annex 1, point 7, the words ‘or service’ are deleted.

34. In the part ‘Misleading commercial practices’ of Annex 1, point 8, the words ‘in the State language’ are replaced by the words ‘in a language which is not the official language of the Member State in which the seller has its registered office or place of business³¹⁾’.

Footnote 31 is worded as follows:

‘31) Section 2(3) of the Commercial Code.’

35. The word ‘product’ [výrobok] is replaced throughout the text of Annex 1 by the word ‘product’ [produkt].

36. The following point 9 is added to Annex 2:

‘9. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011).’

Article IX

Act No 561/2007 on investment aid and amending certain acts, as amended by Act No 56/2009, Act No 231/2011, Act No 547/2011, Act No 70/2013, and Act No 352/2013, is hereby amended as follows:

1. In Section 3, the following new subparagraph (b) is inserted after subparagraph (a):
'(b) "investment plan with eligible costs in excess of EUR 200 million" means an initial-investment project focusing on the establishment of a new:
 1. undertaking, the expansion of output at an existing undertaking, diversification of the output of an existing undertaking into new, additional products, or a fundamental change in the overall production process of an existing undertaking with industrial output,^{11a)} other than sectors and activities pursuant to a special regulation,^{11b)} where the amount of eligible costs is at least EUR 200 million;
 2. comprehensive tourism centre or the expansion of an existing comprehensive tourism centre, where the amount of eligible costs is at least EUR 200 million;'

The existing subparagraphs (b) to (n) are renumbered as subparagraphs (c) to (o), respectively.

2. The following paragraphs (5) to (7) are added to Section 4:
'(5) The general conditions for the granting of investment aid for an investment plan with eligible costs in excess of EUR 200 million in industrial output,^{11a)} other than sectors and activities pursuant to a special regulation,^{11b)} are:
 - (a) the procurement of tangible fixed assets and intangible fixed assets pursuant to Section 8(1)(a) and (b) at least in the amount of EUR 200 million, in which respect at least 50 % shall be covered by the equity of a legal person or the assets of a natural person engaging in business;
 - (b) the procurement of new production and technological facilities intended for production purposes where the value is at least 60 % of the overall value of the tangible fixed assets and intangible fixed assets procured pursuant to Section 8(1)(a) and (b);
 - (c) production, activities, processes, structures or production and technological facilities meeting environmental protection conditions pursuant to special regulations;¹⁵⁾
 - (d) the investment plan shall be implemented in one place, in which respect one place for the implementation of the investment plan shall be taken to mean a set of immovable properties forming a single piece of business land.^{15a)}

(6) If an investment plan with eligible costs in excess of EUR 200 million focuses on the expansion of output at an existing undertaking, the expansion of output at an existing undertaking for an investment plan with eligible costs in excess of EUR 200 million means an increase in output, expressed in terms of value or volume, by at least 15 % compared to the average for the last three financial years immediately preceding the financial year in which the investment plan with eligible costs in excess of EUR 200 million was delivered to the Ministry.

(7) Paragraphs (2) to (4) shall not apply to an investment plan with eligible costs in excess of EUR 200 million.'

3. The following paragraphs (4) to (6) are added to Section 7:
'(4) General conditions for the granting of tourism investment aid for an investment plan with eligible costs in excess of EUR 200 million are:
 - (a) the procurement of new technological facilities intended for service provision where the value is at least 40 % of the overall value of the tangible fixed assets and intangible fixed assets procured pursuant to Section 8(1)(a) and (b);
 - (b) the procurement of tangible fixed assets and intangible fixed assets covered

by the equity of a legal person or the assets of a natural person engaging in business;

- (c) services, activities, processes, structures or facilities meeting environmental protection conditions pursuant to special regulations;¹⁵⁾
- (d) the investment plan shall be implemented in one place, in which respect one place for the implementation of the investment plan shall be taken to mean a set of immovable properties forming a single piece of business land.^{15a)}

(5) If an investment plan with eligible costs in excess of EUR 200 million focuses on the expansion of an existing comprehensive tourism centre, the expansion of an existing comprehensive tourism centre for an investment plan with eligible costs in excess of EUR 200 million means an increase in output, expressed in terms of value or volume, by at least 15 % compared to the average for the last three financial years immediately preceding the financial year in which the investment plan with eligible costs in excess of EUR 200 million was delivered to the Ministry.

(6) Paragraphs (2) and (3) shall not apply to an investment plan with eligible costs in excess of EUR 200 million.'

- 4. In Section 8(1)(a), the words 'Section 4(1), Sections 5 and 6, Section 7(1)' are replaced by the words 'Section 4(1) and (5), Sections 5 and 6, Section 7(1) and (4)'.
- 5. In Section 9(2), the following new subparagraph (h) is inserted after subparagraph (g):
'(h) a solemn declaration that, if the applicant is in the position of a seller,^{16da)} it will engage in business activity in accordance with special regulations;^{16db)}'.
The existing subparagraphs (h) to (j) are renumbered as subparagraphs (i) to (k), respectively.

Footnotes 16da and 16db are worded as follows:

'16da) Section 2(a) of Act No 250/2007 on consumer protection and amending Act of the Slovak National Council No 372/1990 on misdemeanours, as amended, as amended.

16db) Act No 250/2007.

Act No 102/2014 on consumer protection in the sale of goods or provision of services on the basis of a distance contract or an off-premises contract and amending certain acts.'

- 6. In Section 12(3), the following new subparagraph (c) is inserted after subparagraph (b):
'(c) a solemn declaration that, if the applicant is in the position of a seller,^{16da)} it will engage in business activity in accordance with special regulations;^{16db)}'.
The existing subparagraphs (c) to (g) are renumbered as subparagraphs (d) to (h), respectively.
- 7. In Section 13, the heading 'Decision on the approval of investment aid' shall be relocated above the numerical designation thereof.
- 8. The following paragraph (7) is added to Section 13:
'(7) Paragraphs (1) to (6) shall not apply to procedure on the approval of investment aid for an investment plan with eligible costs in excess of EUR 200 million, for which the granting of investment aid exclusively pursuant to Section 2(1)(b) is proposed.'
- 9. The following Section 13a is inserted after Section 13:

'Section 13a

(1) If an applicant meets conditions for the granting of investment aid pursuant to this Act and special regulations²⁰⁾ and the investment aid is not subject to a notification

requirement pursuant to a special regulation,²¹⁾ the Ministry, or the Ministry of Transport where this concerns investment aid for tourism, within 15 days of submission of the applicant's application pursuant to Section 12 for an investment plan with eligible costs in excess of the EUR 200 million, and where investment aid is to be granted exclusively pursuant to Section 2(1)(b), shall issue the applicant with a decision on the approval of investment aid exclusively pursuant to Section 2(1)(b). The decision on the approval of investment aid shall be delivered by the Ministry, or by the Ministry of Transport where this concerns investment aid for tourism, to the providers of investment aid pursuant to Section 2(4).

(1) If an applicant meets conditions for the granting of investment aid pursuant to this Act and special regulations²⁰⁾ and the investment aid is not subject to a notification requirement pursuant to a special regulation,²²⁾ the Ministry or the Ministry of Transport, where this concerns investment aid for tourism, within 15 days of submission of the applicant's application pursuant to Section 12 for an investment plan with eligible costs in excess of the EUR 200 million, and where investment aid is to be granted exclusively pursuant to Section 2(1)(b), shall issue the applicant with a decision on the provision of investment aid exclusively pursuant to Section 2(1)(b), in which respect one of the conditions set out in the decision on the provision of investment aid shall be that the European Commission decides that the proposed investment aid is compatible with the common market,²⁴⁾ and subsequently, by way of procedure pursuant to a special regulation,²³⁾ shall request the European Commission to assess the compatibility of the proposed investment aid with the common market,²⁴⁾ and shall inform the applicant thereof in writing.

(3) If the European Commission decides that the proposed investment aid exclusively pursuant to Section 2(1)(b) for an investment plan with eligible costs in excess of EUR 200 million is compatible with the common market,²⁴⁾ the Ministry, or the Ministry of Transport where this concerns investment aid for tourism, within 15 days of delivery of the European Commission's final decision, shall issue notification of the compatibility of the proposed investment aid with the common market, and shall inform the applicant thereof in writing. The notification of the compatibility of the proposed investment aid with the common market shall be delivered by the Ministry, or by the Ministry of Transport where this concerns investment aid for tourism, to the providers of investment aid pursuant to Section 2(4). (3) If the European Commission decides that the proposed investment aid pursuant to Section 2(1)(b) for an investment plan with eligible costs in excess of EUR 200 million is incompatible with the common market, the decision of the Ministry or the Ministry of Transport pursuant to paragraph (2) shall cease to be valid.'

10. In Section 15(1)(a), the words 'Section 4(5)(a),' are inserted after the words 'Section 4(2) and (3),' the word 'or' is replaced by a comma, and the words 'or Section 7(4)(b),' are added at the end.
11. In Section 15(1)(b), the words 'Section 4(5)(b),' are inserted after the words 'Section 4(1)(b),', and the words 'Section 7(4)(a),' are inserted after the words 'Section 7(1)(a),'.
12. In Section 15(4), the first sentence is amended as follows:
'The beneficiary shall meet the conditions pursuant to Section 4(1) and (3) and (5), Sections 5 and 6, and Section 7(1) to (4) within three years of the issuance of a decision on the approval of investment aid pursuant to Section 13 or Section 13a.'
13. In the first sentence of Section 16(2), the words 'Section 4(1), Sections 5 and 6, Section 7(1)' are replaced by the words 'Section 4(1) and (5), Sections 5 and 6,

- Section 7(1) and (4)', and the words 'or an investment plan with eligible costs in excess of EUR 200 million' are inserted after each mention of the word 'plan'.
14. In Section 16(6), the words 'and (5)' are inserted after the words 'Section 4(1)', and the words 'and (4)' are inserted after the words 'Section 7(1)'.
 15. In Section 17(1), subparagraphs (a) and (b) are amended as follows:
 - '(a) the Ministry for investment aid referred to in Section 2(1)(a) and (d), for the condition referred to in Section 4(1)(a), (b) and (e), Section 4(5)(a), (b) and (d), Section 5(a), Section 6(a), and for the obligation referred to in Section 15(1) and (4);
 - (b) the Ministry of Transport for investment aid referred to in Section 2(1)(a) and (d), for the condition referred to in Section 7(1)(a), (b) and (e), Section 7(4)(a), (b) and (d), and for the obligation referred to in Section 15(1) and (4);'
 16. In Section 17(1), subparagraph (e) is amended as follows:
 - '(e) the Ministry of the Environment of the Slovak Republic for the condition referred to in Section 4(1)(c), Section 4(5)(c), Section 7(1)(c) and Section 7(4)(c).'
 17. In Section 17(3), the first sentence is amended as follows:

'The beneficiary shall facilitate a control of the fulfilment of conditions referred to in Section 4(1) and (5), Sections 5 and 6, Section 7(1) and (4) and the obligations referred to in Section 15, as well as the conditions referred to in the decision on the approval of investment aid.'
 18. In Section 17(4), the words 'or 13a' are inserted after the words 'Section 13'.
 19. In Section 17(6), the words 'or 13a' are inserted after the words 'Section 13'.
 20. In Section 17(7), the words 'Section 4(5)' are inserted after the words 'Section 4(1)(a), (b), (d) and (e)', and the words 'and Section 7(4)' are inserted after the words 'Section 7(1)(a), (b), (d) and (e)'.
 21. The following paragraph (4) is added to Section 19:

'(4) Sections 1 to 3, Sections 8 to 12, Section 14, Section 15(2), (3) and (5) to (11), Sections 15a and 15b, Section 16(1), (3) to (5), Section 17(2) and (5), Section 17(8) to (11), Section 18, and Section 19(1) to (3) shall also apply mutatis mutandis to an investment plan with eligible costs in excess of EUR 200 million, save as otherwise provided for in this Act.'
 22. The following Section 20e, including the heading, is inserted after Section 20d:

'Section 20e

Transitional provision for amendments effective as of 1 May 2014

(1) Investment aid approved up to 30 April 2014 shall remain valid under the conditions and to the extent referred to in the decision on the approval of investment aid.

(2) Decisions on the approval of investment aid or decisions on the provision of investment incentives issued up to 30 April 2014 shall be assessed by the Ministry pursuant to this Act further to notification under Section 15(8).

(3) Proceedings initiated and not completed prior to 1 May 2014 shall be completed in accordance with existing regulations.

Article X

Act No 129/2010 on consumer credit and on other credit and loans for consumers and amending certain acts, as amended by Act No 394/2011, Act No 352/2012, and Act No 132/2013, is hereby amended as follows:

In Section 17, paragraphs (3) and (4) are deleted.

Article XI

Act No 161/2011 on consumer protection in the provision of certain tourism services and amending certain acts, as amended by Act No 301/2012, is hereby amended as follows:

1. In Section 1(1), reference 1 is placed above the word 'consumer'.

Footnote 1 is worded as follows:

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

The existing reference 1 is renumbered as reference 1a.

Footnote 1a is worded as follows:

'1a) Section 2(b) of Act No 250/2007, as amended by Act No 102/2014.'

2. In Section 2, subparagraph (a) is deleted.
The existing subparagraphs (b) to (d) are renumbered as subparagraphs (a) to (c), respectively.
3. In Section 6(5), the second sentence is amended as follows:
'Notice of withdrawal pursuant to Section 4(1) to (4) shall be considered served within the withdrawal period if dispatched to the seller at the latest on the last day of that period.'
4. In Section 7, paragraph (2) is amended as follows:
'(2) Under a resale intermediation contract, it shall not be possible to demand consideration from the consumer pursuant to paragraph (1) before conclusion of the contract, the conclusion of which is to be intermediated, or before the contract is terminated by other means.'
5. The following Section 9a, including the heading above that section, is inserted after Section 9:

'Final provisions

Section 9a

(1) The provisions of this Act shall apply if, for a timeshare contract concerning the use of immovable property located in a Member State of the European Union concluded with a consumer residing or established in the Slovak Republic, the governing law is the law of a State which is not a Member State of the European Union.

(2) The provisions of this Act shall also apply if a long-term recreational service contract, an exchange system participation contract, or a resale intermediation contract is

concluded with a consumer residing or established in the Slovak Republic by a seller who engages in business or other commercial activity in a Member State of the European Union or directs such activity in any manner whatsoever towards a Member State of the European Union.'

6. The heading of Section 10 is deleted.

Article XII

Act No 251/2012 on energy and amending certain acts, as amended by Act No 391/2010, Act No 352/2010, and Act No 382/2013, is hereby amended as follows:

1. In Section 17(1)(d), the word 'written' is inserted after the words 'provision of', and the word 'information' [*informácií*] is replaced by the word 'information' [*informácie*].
2. In Section 17(1), subparagraph (e) is amended as follows:
'(e) to the provision of information on:
 1. the right to withdraw in writing from a bundled electricity supply contract or a bundled gas supply contract within 14 days of the date of conclusion of such a contract; the electricity supplier or the gas supply shall provide such information to a household electricity customer or a household gas customer in the form of separate written advice, accompanied by the withdrawal form pursuant to Annex 1, no later than upon conclusion of the bundled electricity supply contract or the bundled gas supply contract;
 2. any obligation of a household electricity customer or a household gas customer to pay the electricity supplier or the gas supplier the price of performance actually provided, if the household electricity customer or the household gas customer withdraws from a bundled electricity supply contract or a bundled gas supply contract after giving express consent pursuant to paragraph (19).'
3. In Section 17, paragraph (3) is amended as follows:
'(3) A household electricity customer or a household gas customer shall be entitled to withdraw from a bundled electricity supply contract or a bundled gas supply contract within the time limit pursuant to paragraph (1)(e), point 1, or within the time limit pursuant to paragraph (20). Notice of withdrawal from a bundled electricity supply contract or a bundled gas supply contract shall be considered served within the withdrawal period if dispatched by a household electricity customer or a household gas customer on the last day of the time limit pursuant to paragraph (1)(e), point 1, or pursuant to paragraph (20). A household electricity customer or a household gas customer may exercise the right of withdrawal from a bundled electricity supply contract or a bundled gas supply contract by serving notice either on paper, recorded on another durable medium,^{34a)} or by using the withdrawal form pursuant to Annex 1.'

Footnote 34a is worded as follows:

'34a) Section 2(6) of Act No 102/2014 on consumer protection in the sale of goods or provision of services on the basis of a distance contract or an off-premises contract and amending certain acts.'

4. The following paragraphs (18) to (24) are added to Section 17:
'(18) The provisions of a bundled electricity supply contract or a bundled gas supply contract may derogate from the information provided to a household electricity customer or a household gas customer prior to the conclusion of the bundled electricity supply

contract or the bundled gas supply contract pursuant to paragraph (1)(a) or Section 17a(4) only if both contracting parties give express consent thereto.

(19) Where electricity supply or gas supply under a bundled electricity supply contract or a bundled gas supply contract is to commence before the end of the withdrawal period pursuant to paragraph (1)(e), point 1, or where a household electricity customer or a household gas customer requests the commencement of electricity supply or the commencement of gas supply before the end of the withdrawal period pursuant to paragraph (1)(e), point 1, the electricity supplier or the gas supplier shall solicit express consent from the household electricity customer or the household gas customer to the commencement of electricity supply or gas supply before the end of the withdrawal period. Where a bundled electricity supply contract or a bundled gas supply contract is an off-premises contract, such consent shall be recorded on a durable medium.

(20) Where an electricity supplier or a gas supplier fails to inform a household electricity customer or a household gas customer of the right to withdraw from a bundled electricity supply contract or a bundled gas supply contract pursuant to paragraph (1)(e), point 1, the household electricity customer or the household gas customer may withdraw from the bundled electricity supply contract or the bundled gas supply contract within:

- (a) 14 days of subsequent compliance with the obligation to provide information on the right to withdraw from a bundled electricity supply contract or a bundled gas supply contract, where the electricity supplier or the gas supplier subsequently complies with the information obligation, but in any event within 12 months of the date of conclusion of the bundled electricity supply contract or the bundled gas supply contract;
- (b) 12 months and 14 days of the date of conclusion of the bundled electricity supply contract or the bundled gas supply contract if the electricity supplier or the gas supplier fails to provide information on the right to withdraw from the bundled electricity supply contract or the bundled gas supply contract even at a subsequent time.

(21) A household electricity customer or a household gas customer who withdraws from a bundled electricity supply contract or a bundled gas supply contract shall not be required to pay for electricity or gas supplied during the withdrawal period pursuant to paragraph (1)(e), point 1, irrespective of the extent of performance provided, if:

- (a) the electricity supplier or the gas supplier fails to provide him with the information pursuant to paragraph (1)(e); or
- (b) the household electricity customer or the household gas customer does not give the consent pursuant to paragraph (19).

(22) An electricity supplier or a gas supplier shall not accept or demand payment of financial security for compliance with or the safeguarding of the obligations of a household electricity customer or a household gas customer from that household electricity customer or household gas customer.

(23) If an electricity supplier or a gas supplier contacts the household electricity customer or a household gas customer by telephone with an offer to conclude or amend a bundled electricity supply contract or a bundled gas supply contract, it shall notify the household electricity customer or the household gas customer, at the beginning of each call, of its identifying information and of the commercial intention of that telephone communication.

(24) An electricity supplier or a gas supplier shall ensure the protection of personal data obtained during a telephone call pursuant to paragraph (23) in accordance with a special regulation.^{38a)}.

Footnote 38a is worded as follows:

'38a) Act No 122/2013 on the protection of personal data and amending certain acts, as amended by Act No 84/2014.'

5. The following Section 17a, including the heading, is inserted after Section 17:

'Section 17a

Protection of a household electricity customer or a household gas customer under distance contracts and off-premises contracts

(1) Paragraphs (2) to (5) shall apply where a bundled electricity supply contract or a bundled gas supply contract is a distance contract or an off-premises contract. Section 17 shall apply to a bundled electricity supply contract or a bundled gas supply contract which is a distant contract or an off-premises contract, save as otherwise provided for in this Section.

(2) For the purposes of this Act, "distance contract" means a contract between an electricity supplier or a gas supplier and a household electricity customer or a household gas customer which is agreed and concluded with the exclusive use of one or more means of distance communication without the simultaneous physical presence of the contracting parties, in particular by means of a website, electronic mail, telephone, fax, or direct mail.

(3) For the purposes of this Act, "off-premises contract" means a contract between an electricity supplier or a gas supplier and a household electricity customer or a household gas customer:

- (a) concluded in the simultaneous physical presence of the contracting parties in a place which is not the business premises of the electricity supplier or the gas supplier; or
- (b) the conclusion of which has been proposed to the electricity supplier or the gas supplier by a household electricity customer or a household gas customer in a place which is not the business premises of the electricity supplier or the gas supplier.

(4) In addition to the information pursuant to Section 17(1)(a), an electricity supplier or a gas supplier shall also provide a household electricity customer or a household gas customer, prior to the conclusion of a bundled electricity supply contract or a bundled gas supply contract, or, where such contract is concluded further to a request from the household electricity customer or the household gas customer for the conclusion of a contract, before the household electricity customer or the household gas customer sends a request for the conclusion of a contract, with information on:

- (a) the price for the use of means of distance communication which can be used for the purposes of concluding a contract, where this concerns the number of a premium-rate service;
- (b) the terms of payment;
- (c) the telephone number of the electricity supplier or the gas supplier and other details relevant for the household electricity customer or the household gas customer to contact the electricity supplier or the gas supplier, including but not limited to an electronic mail address and fax number;
- (d) procedures for the submission and handling of claims, complaints and requests for action from household electricity customers or household gas customers;
- (e) the existence of relevant codes of conduct^{38b)} that the electricity supplier or the gas supplier has undertaken to observe, and the means by which a household electricity customer or a household gas customer may be apprised or obtain the text thereof;
- (f) the minimum duration of the obligations of a household electricity customer or a household gas customer deriving from the bundled electricity supply contract or

the bundled gas supply contract, where such an obligation arises for the household electricity customer or the household gas customer under such a bundled electricity supply contract or bundled gas supply contract.

(5) The information pursuant to Section 17(1)(a) and paragraph (4) above shall be provided to a household electricity customer or a household gas customer in relation to:

- (a) a distance contract in a manner suited to the means of distance communication used; where such information is provided on a durable medium, it shall be legible and comprehensible for the household electricity customer or household gas customer;
- (b) an off-premises contract on paper or, with the consent of the household electricity customer or the household gas customer, recorded on another durable medium.'

Footnote 38b is worded as follows:

'38b) Section 2(s) of Act No 250/2007, as amended.'

- 6. In Section 88(1), subparagraph (c) is amended as follows:
'(c) the Slovak Trade Inspectorate (hereinafter referred to as the 'Inspectorate');'.
- 7. In Section 89(1), subparagraph (e) is amended as follows:
'(e) deriving from measures imposed by the Inspectorate and local inspectorates of the Slovak Trade Inspectorate (hereinafter referred to as the 'Inspectorate').'
- 8. In Section 89, paragraphs (2) to (6) are deleted. The existing paragraphs (7) to (18) are renumbered as paragraphs (2) to (13), respectively.
- 9. In Section 89(4), the third sentence is deleted.
- 10. In Section 89, paragraphs (10) and (11) are deleted. The existing paragraphs (12) and (13) are renumbered as paragraphs (10) and (11), respectively.
- 11. In Section 91(1)(c), the words 'Section 89(7)(b) and (8)(b)' are replaced by the words 'Section 89(2)(b) and (3)(b)'.
- 12. In Section 91(2)(d), the words 'Section 17a,' are inserted after the words 'Section 17,'.
- 13. The following Section 96a, including the heading, is inserted after Section 96:

'Section 96a
Transitional provisions effective as of 1 May 2014

(1) The competence of the State Energy Inspectorate pursuant to legislation effective until 30 April 2014 shall pass to the Slovak Trade Inspectorate on 1 May.

(2) Where the term 'State Energy Inspectorate' is used in legislation of general application, other than transitional provisions, this shall be taken to mean the 'Slovak Trade Inspectorate'.

(3) Where the term 'regional inspectorate' is used in legislation of general application, other than transitional provisions, this shall be taken to mean a 'local inspectorate of the Slovak Trade Inspectorate'.

(4) Rights and obligations deriving from civil-service employment relations, labour-law relations, property relations and other legal relations shall pass from the State Energy Inspectorate to the Slovak Trade Inspectorate as of 1 May 2014.

(5) In connection with the transfer of competence in the field of energy, the Slovak Trade Inspectorate shall carry out State supervision and controls of business in the energy sector pursuant to a special regulation.⁹⁷⁾

(6) Proceedings commenced up to 30 April 2014 in which decisions are taken on the rights, legally protected interests or obligations of natural persons and legal persons within the competence of the State Energy Inspectorate shall be completed by the competent local inspectorate of the Slovak Trade Inspectorate.'

Footnote 97 is worded as follows:

'97) Act No 657/2004 on thermal energy, as amended.

Act No 555/2005 on the energy performance of buildings and amending certain acts, as amended.'

14. The words 'director-general' are replaced throughout the text of the Act by the words 'central director'.
15. Annex 1 is worded as follows:
'Annex 1 to Act No 251/2012
MODEL WITHDRAWAL FORM

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

- To ... [here the given name, surname and address of the place of business of the electricity supplier or the gas supplier, if a natural person engaging in business, the company name and registered office or place of business, if a legal person, and, where available, fax number and email address are to be inserted by the electricity supplier or gas supplier]:

- I hereby give notice that I am withdrawing from the bundled electricity supply contract* or the bundled gas supply contract*:

- Number of the bundled electricity supply contract* or the bundled gas supply contract*:
...

- Number of the offtake point (POD – gas)* / (EIC – electricity)* – Date of conclusion of the bundled electricity supply contract* or the bundled gas supply contract* ...

- Given name and surname of the household electricity customer* or the household gas customer* ...

- Address of the household electricity customer * or the household gas customer* ...

- Signature of the household electricity customer * or the household gas customer* (only if this form is notified on paper) ...

- Date ...

* Delete as appropriate.'

16. The following point 4 is added to Annex 2:
'4. Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive

1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011).'

Article XIII

The speaker of the National Council of the Slovak Republic is authorised to promulgate, in the Collection of Legislative Acts of the Slovak Republic, the consolidated text of Act No 250/2007 on consumer protection and amending Act of the Slovak National Council No 372/1990 on misdemeanours, as amended, as derived from the amendments made by Act No 397/2008, Act No 318/2009, Act No 575/2009, Act No 508/2010, Act No 301/2012, Act No 132/2013 and the present Act.

Article XIV **Effect**

This Act shall take effect on 1 May 2014, with the exception of Article I, Article II, points 2 to 8, Article III, Article V, point 2, Article VI, Article VIII, points 2, 4 to 6, 8 to 10, 19 to 24, 28, 31 and 36, Article XII, points 1 to 5, 12, 15 and 16, which shall take effect on 13 June 2014, and Article II, point 1, which shall take effect on 1 April 2015.

Ivan Gašparovič m.p.

Pavol Paška m.p.

Robert Fico m.p.

Annex 1 to Act No 102/2014**LIST OF TRANSPOSED LEGALLY BINDING ACTS OF THE EUROPEAN UNION**

1. Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011).
2. Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on Consumer ADR) (OJ L 165, 18.6.2013).
3. Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015).

Annex 2 to Act No 102/2014**ADVICE CONCERNING THE EXERCISE OF THE CONSUMER'S RIGHT OF WITHDRAWAL****1. Right of withdrawal**

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

The withdrawal period will expire after 14 days from the day ... (complete in accordance with the instructions provided in point 1)

To exercise the right of withdrawal, inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or email) at this address: ... (complete in accordance with the instructions provided in point 2). To do so, you may use the model withdrawal form we provided or sent to you.

(if you give the option to consumers to withdraw from the contract via your website, complete the text in accordance with the instructions provided in point 3)

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

2. Effects of withdrawal

If you withdraw from the contract, we shall reimburse to you all payments you made in connection with the conclusion of the contract, in particular the purchase price, including the cost of delivering the goods to you. This shall not apply to supplementary costs if you chose a type of delivery other than the least expensive type of standard delivery offered by us. Payments shall be reimbursed without undue delay and in any event not later than 14 days from the day on which your notice of withdrawal is delivered to us. We will carry out such reimbursement using the same method as that you used for the payment, unless you have expressly agreed otherwise, without incurring any further fees.

Payment for purchased goods shall be reimbursed to you after the goods that are being returned have been delivered back to our address or after production of a document proving that the goods have been sent back, whichever occurs earlier (do not include this text for contracts where you offer to collect goods upon withdrawal from the contract).

(complete in accordance with the instructions provided in point 4)

(complete in accordance with the instructions provided in point 5)

Instructions for completion:**1. Insert one of the following texts between inverted commas:**

- (a) in the case of a service contract or a contract for the provision of electronic content which is not supplied on a tangible medium: 'of the conclusion of the contract.';
- (b) in the case of a contract on the sale of goods: 'on which you take, or a third party other than the carrier and indicated by you takes, receipt of the goods.';
- (c) if goods ordered by the consumer in one order are supplied separately: 'on which you take, or a third party other than the carrier and indicated by you takes, receipt

- of the last good supplied.’;
- (d) if goods consisting of multiple lots or pieces are supplied: ‘on which you take, or a third party other than the carrier and indicated by you takes, receipt of the last lot or piece.’;
- (e) if goods are supplied repeatedly during a defined period of time: ‘on which you take, or a third party other than the carrier and indicated by you takes, receipt of the first good supplied.’
2. Insert your company name and registered office or place of business and, where available, your telephone number, fax number and email address.
3. If you give the option to consumers to fill in and send notice of withdrawal from the contract via your website, insert the following text: ‘If you wish, you may also fill in and send the model withdrawal form or any other unequivocal statement of withdrawal from the contract electronically via our website at [insert website address]. If you use this option, we will acknowledge receipt of such withdrawal on a durable medium (e.g. by email) without undue delay.’
4. In connection with the supply of goods, inform the consumer how the goods may be returned upon withdrawal from the contract:
- (a) insert the method for the return of goods:
- ‘We will collect the goods’; or
 - You shall send back the goods to us or bring them to us at our address or hand them over to ... [insert the name and address, where applicable, of the person authorised by you to take receipt of the goods] not later than 14 days from the day on which you exercise your right of withdrawal. The deadline is deemed to have been met if you send back the goods before the 14-day period has expired’;
- (b) insert information on the coverage of the costs of returning the goods:
- ‘We will bear the cost of returning the goods’;
 - ‘You will bear the direct cost of returning the goods’;
 - If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot be returned by post: ‘You will bear the direct cost of returning the goods, EUR ... [insert the amount].’; or if the cost of returning the goods cannot reasonably be calculated in advance: ‘You will bear the direct cost of returning the goods. The cost is provisionally estimated at EUR ... [insert the amount].’; or
 - If, in an off-premises contract, the goods, by their nature, cannot be returned to the seller by post and have been supplied to the consumer’s home at the time of the conclusion of the contract: ‘We will collect the goods at our own expense.’; and
- (c) insert information on the consumer’s liability for damage to goods that are to be returned: ‘You are only liable for any diminished value of the goods resulting from the handling thereof in a manner other than that necessary to establish the nature, characteristics and functioning of the goods.’
5. For a service contract, insert the following: ‘If you requested the commencement of service provision during the withdrawal period, you shall pay us the price for performance actually provided until the date on which you notified us of the decision to withdraw from the contract.’

Annex 3 to Act No 102/2014**MODEL WITHDRAWAL FORM**

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

- To ... [here the seller's given name, surname and address of his place of business, if a natural person engaging in business, the company name and registered office or place of business, if a legal person, and, where available, fax number and email address are to be inserted by the seller]:

- I/We* hereby give notice that I/We* withdraw from my/our* contract of sale of the following goods / for the provision of the following service*: ...

- Ordered on / received on* ...

- Given name and surname of consumer(s)* ...

- Address of consumer(s)* ...

- Signature of consumer(s)* (only if this form is notified on paper) ...

- Date ...

* Delete as appropriate.

- 1) Section 2(a) of Act No 250/2007 on consumer protection and amending Act of the Slovak National Council No 372/1990 on misdemeanours, as amended, as amended.
- 2) Section 2(b) of Act No 250/2007, as amended.
- 3) Section 2(i) of Act No 250/2007, as amended.
- 4) Act No 448/2008 on social services and amending Act No 445/1991 on licensed trading (the Trade Act), as amended.
- 5) Act No 305/2005 on child protection and social guardianship and amending certain acts, as amended.
- 6) Section 7(1) of Act No 576/2004 on health care, services connected with the provision of health care, and amending certain acts, as amended.
- 7) Section 13 of Act No 576/2004, as amended.
- 8) Section 2(b) of Act No 266/2005 on consumer protection in distance financial services and amending certain acts, as amended.
- 9) Act No 161/2011 on consumer protection in the provision of certain tourism services and amending certain acts, as amended by Act No 301/2012.
- 10) Section 2(1)(e) of Act No 178/1998 on conditions for the sale of products and the provision of services at marketplaces and amending Act No 445/1991 on licensed trading (the Trading Act), as amended, as amended.
- 10a) Act No 170/2018 on package tours, linked travel arrangements, certain tourism business conditions and amending certain acts.
- 11) Section 5(1) of Act No 351/2011 on electronic communications, as amended.
- 12) Section 3(2) of Act No 171/2005 on gambling and amending certain acts, as amended.
- 13) Act No 527/2002 on voluntary auctions and amending Act of the Slovak National Council No 323/1992 on notaries and notarial activities (Notarial Rules), as amended.
- 14) Sections 17 and 17a of Act No 251/2012 on energy and amending certain acts, as amended.
- 15) Section 22a of Act No 442/2001 on public water supply systems and public sewer systems and amending Act No 276/2001 on regulation in network industries, as amended.
- 16) Act No 250/2007, as amended.
- 17) Section 17 of Act No 455/1991 on licensed trading (the Trading Act), as amended.
- 18) Convention on the Rights of Persons with Disabilities (Notice of the Ministry of Foreign Affairs of the Slovak Republic No 317/2010).
- 19) Sections 622 and 623 of the Civil Code.
- 20) Section 502 of the Civil Code.

21) Section 2(s) of Act No 250/2007, as amended.

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

21b) Article 14(1) and (2) of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on Consumer ODR) (OJ L 165, 18.6.2013).

22) Act No 22/2004 on electronic commerce and amending Act No 128/2002 on State control of the internal market in consumer protection matters and amending certain acts, as amended by Act No 284/2002, as amended by Act No 160/2005.

23) Section 40(4) of the Civil Code.

24) Act No 122/2013 on the protection of personal data and amending certain acts.

25) Section 34(2)(a), (b) and (d) of Act No 324/2011 on postal services and amending certain acts, as amended.

26) Section 52a(2) of the Civil Code.

27) Section 58 of Act No 455/1991, as amended.

28) Section 21(1)(b) and (c) of Act of the National Council of the Slovak Republic No 152/1995 on foodstuffs, as amended.

29) Section 3(1)(b) and (c) of Act No 355/2007 on the protection, support and development of public health and amending certain acts, as amended.

30) Act No 71/1967 on administrative proceedings (the Code of Administrative Procedure), as amended.

