



Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU

Country fiche: Greece

EUROPEAN COMMISSION

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1. Greece

1.1 Regulatory background

The transposition of Directive 1999/44/EC on Consumer Sales in the Greek legislative system was implemented via Law No. 3043¹ on 21 August 2002, and it was named “Liability of the seller for actual faults and lack of denominated owners. Amendment of provisions of the Civil Procedure Code and other provisions”. This law amended three different pieces of legislation:

- The Civil Code², in which most of the articles of Law No. 3043, concerning definitions, conformity of the contract, rights of consumers, etc., are incorporated;
- Law 2251/1994 in which parts of the Directive referring to guarantees are included; and,
- Code of civil procedure in which it is included the procedures for court settlement³.

However, the rights of Greek consumers relative to guarantees were already existent in the regulatory framework and found within Law No. 2251⁴ “Protection of Consumers”, issued 16 November 1994. Among other provisions Law No. 2251 sets the first rules for the legal guarantees, the protection of the consumers and the responsibilities of the “seller” during and after the sale.

The aforementioned law as well as other complementary laws have been incorporated in one document⁵ provided by the General Consumer Secretariat which provides a general overview of the rights of the Greek consumers. The last amended version of this Law, No. 2251⁶, includes the following Laws, Ministerial Decisions, and Presidential Decree:

- Law No. 2496/1997 (Official Gazette 87A / 05.16.1997)
- Law No. 2741/1999 (Official Gazette 199 A / 28.09.1999)
- Ministerial Decision No. Z1 - 496 / 07.12.2000 (Official Gazette 1545 B / 18.12.2000)
- Law No. 3043/2002 (Official Gazette A 192 / 21.08.2002)
- Ministerial Decision No. Z1 - 659 / 14.10.2002 (Official Gazette 1373 B / 10.25.2002)

¹ Law Number 3043 Ευθύνη του πωλητή για πραγματικά ελαττώματα και έλλειψη συνομολογημένων ιδιοτήτων, τροποποίηση διατάξεων του Κώδικα Πολιτικής Δικονομίας και άλλες συναφείς διατάξεις. Link: http://www.et.gr/ids-nph/pdfimageSummaryviewer.html?args=sppFfdN7IQP5_cc--m0e1_FG3G1iQCVO_QOOnt3Hd-S8rzSZFxqk-YofhQfj86ptkAYi3ORfmarHITZ0OclYK-cxFWPJ-c9R4kicnjz_3u4G8qOBIzZzQoc77k1-A9Eyz7vqZ2xJ5_DZUrfcuoQuCpQ2LLb9SaIfUu0_0jHkDIB09HzNnDcIOw.. Assessed 27th November 2015.

² Αστικός Κώδικας (Civil Code). Link: <http://www.ministryofjustice.gr/site/kodikis/%CE%95%CF%85%CF%81%CE%B5%CF%84%CE%AE%CF%81%CE%B9%CE%BF/%CE%91%CE%A3%CE%A4%CE%99%CE%9A%CE%9F%CE%A3%CE%9A%CE%A9%CE%94%CE%99%CE%9A%CE%91%CE%A3/tabid/225/language/el-GR/Default.aspx> . Assessed 27th of November 2015

³ ΚΩΔΙΚΑΣ ΠΟΛΙΤΙΚΗΣ ΔΙΚΟΝΟΜΙΑΣ (the Civil Procedure Law). Link: https://hellenicmunicipalpolice.files.wordpress.com/2011/02/epidosi_thyrokolisi-kodikas-politikis-dikonomias.pdf. Assessed 27th November 2015.

⁴ Law Number 2251/1994 Προστασία των καταναλωτών. Link: http://www.et.gr/ids-nph/search/pdfViewerForm.html?args=5C7QrtC22wG2VoOPmnoFKHdtvSoClrL87eRSME-Rrlx5MXD0LzQTLWPu9yLzB8V68knBzLCmTXKaO6fpVZ6Lx3UnKl3nP8NxdnJ5r9cmWyJWelDvWS_18kAEhATUk_Jb0x1LIldQ163nV9K--td6SIufZQ8ssXS8PByuRAPILKfMtpErkqfJPWpWe4Ue1Av_W. Assessed 27th November 2015

⁵ Law Number 2251/1994 Προστασία των καταναλωτών, όπως ισχύει μετά τις τροποποιήσεις. Link: <http://www.efpolis.gr/el/library2.html?func=fileinfo&id=8>. Assessed 27th November 2015.

⁶ This consolidated document which was posted in January 2015 in the General Consumer Secretariat's website (<http://www.efpolis.gr/el/library2.html?func=fileinfo&id=8>)

- Presidential Decree 301/2002 (Official Gazette 267 A / 04.11.2002)
- Ministerial Decision No. Z1 - 629 / 05.10.2005 (Official Gazette 720 B / 30.05.2005)
- Law 3587/2007 (Government Gazette 152 A / 10.07.2007)
- Law 3714/2008 (Government Gazette 231 A / 07.11.2008)
- Law 3758/2009 (Government Gazette 68 A / 05.05.2009)
- Law 3853/2010 (Government Gazette 90 A / 18.06.2010)
- Joint Ministerial Decision No. Z1-111 / 2012 (Government Gazette 627 B / 07.03.2012)
- Law 4177/2013 (Government Gazette 173 A / 08.08.2013)
- Joint Ministerial Decision No decision. Z1-891 / 08.30.2013 (Official Gazette 2144 B / 30.8.2013)
- Law 4242/2014 (Government Gazette 50 A / 02.28.2014)
- Joint Ministerial Decision No decision. 27764oik. / 06.04.2014 (Official Gazette 1470 B / 06.06.2014), and
- Law 4314/2014 (Government Gazette 265 A / 23.12.2014)

1.1.1 Transposition of Directive 1999/44/EC

The state of the transposition of Directive 1999/44/EC in the Greek Law can be considered to be complete, with some departures relating to definitions, remedies and time limits.

Definitions

All the definitions (except for 'repair') are transposed in the updated version of the law 2251/1994. Although the definition of "consumer" is adapted to the Greek legislation system directly, the definition of "seller" has a slightly different meaning. Firstly, in the law 2251/1994 the term "supplier"⁷ is used instead of "seller" and secondly, the terminology of the "supplier" also covers the case in which the latter is acting through a third person.

"Consumer goods"⁸ are transposed as "goods", but the meaning and the exceptions are the same as described in the Directive.

The definition of producer is slightly different in the Greek Law. A producer is considered to be the "the manufacturer of the final product, raw material or component, and any person appearing to be a producer of the product by putting his name, trade mark or other distinguishing feature." A product shall consist of not just moveable property, but also components and "natural forces, especially electricity and heat, which are under domination, when restricted to a certain area".

Therefore, the Greece legislation not only considers all the manufacturers of the good, including its spare parts within the concept of producer, but also extends the scope of the legislation to cover electricity and heat, which in the Directive were deemed as exceptions (article 2.b).

The main difference in the definition of guarantees is that in Law 2251/1994, the statement "given without extra charge" is not included. However, later in the description

⁷ Article 1, paragraph 4.β) Article 3, paragraph 3 of the Law Number 2251/1994 Προστασία των καταναλωτών, όπως ισχύει μετά τις τροποποιήσεις. Link:

<http://www.efpolis.gr/el/library2.html?func=fileinfo&id=8>. Assessed 27th November 2015.

⁸ Article 3, paragraph 3 of the Law Number 2251/1994 Προστασία των καταναλωτών, όπως ισχύει μετά τις τροποποιήσεις. Link: <http://www.efpolis.gr/el/library2.html?func=fileinfo&id=8>. Assessed 27th November 2015.

of statutory rights, it is stated that the consumers can obtain reimbursement for a product or its replacement *without extra charges*.

Remedies

The consumer must notify the seller within two months of noticing a defect. Article 540 of the Civil Code directly transposes article 3.3 of Directive 1999/44/EC, and allows the consumer to “choose either of these choices according to their preference” with few exceptions (i.e. unless in the case of “disproportionate costs” for the seller or lack of justification for the withdrawal – both exclusions are commented on below).

These choices entail:

- to demand without any extra charge either the repair or the replacement of the good, if applicable or if this action does not demand disproportionate expenses;
- to reduce the cost of the good; or,
- to withdraw from the contract, except if the defect is immaterial (minor).

If the product has been repaired or replaced a new 2-year legal guarantee comes into force, as long as the seller made the repair or replacement under the original legal guarantee and not “out of goodwill”⁹.

the original legal guarantee and not “out of goodwill”. If the consumer withdraws from the contract¹⁰ because of real deficiencies or lack of conformity, there is the obligation to deliver the good “free of any encumbrance that the consumer might have added, and the benefits gained”. The seller in turn must return the price of the good with interest and any costs pertaining to the sale to the consumer. These provisions, with some amendments, apply in the case where the good is replaced. However, according to article 542 of the Civil Code, the court can, regardless of the fact that the consumer exercised his right to withdraw, award only the reduction of the price or the replacement of the good, if it decides that the circumstances do not justify the withdrawal.

Under article 543 of the Civil code, if at the time the risk passes to the purchaser there is lack of conformity, the consumer has the right, instead of exercising their aforementioned rights, as described under article 540, to claim compensation for non-compliance with the contract or for damage that resulted from the good not complying with its intended nature. The same applies in the event of the sale of a defective good, which is due to the seller's fault.

An additional protection is found under the provision of article 541 of the civil code, whereas it is included that the consumer can, if another defect is observed at a later stage, exercise their rights (as mentioned in article 540) again, regardless of the previous claim. The same holds if there is also a further lack of conformity observed.

Time limits

Interestingly, the Greek legislation introduced different time limits for the legal guarantee to be applied depending on the good category. In articles 554-556 of the Civil

⁹ ECC-net, country fiche for Greece (undated), available at: http://www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/REPORT-_GUARANTEE/country_fact_sheets/Country_fiche_GR.pdf

¹⁰ Article 547 of the Civil Code. Link:

<http://www.ministryofjustice.gr/site/kodikis/%CE%95%CF%85%CF%81%CE%B5%CF%84%CE%AE%CF%81%CE%B9%CE%BF/%CE%91%CE%A3%CE%A4%CE%99%CE%9A%CE%9F%CE%A3%CE%9A%CE%A9%CE%94%CE%99%CE%9A%CE%91%CE%A3/tabid/225/language/el-GR/Default.aspx>. Assessed 27th of November 2015

Code, it is mentioned that the rights of the consumers, cease after five 5 years for immobile goods and after 2 years for mobile goods. The statute of limitations begin from the delivery of the good to the buyer. The same applies if the buyer discovered the defect or lack of conformity later.

Article 5.2 is not transposed in the Greek Law and article 5.3 was transposed in the Civil Code (article 537), and reads as follows: “A deficiency or lack of guaranteed property found within six months from the delivery of the good is presumed to exist in the delivery, unless this is incompatible with the nature of the good sold or with the nature of the defect.”

In article 558 of the Civil Code it is mentioned that the consumer can, even after one year past the deadline of the guarantee, exercise without objections their right to a remedy as long as the consumer has informed the seller within the legally established period (i.e. that the consumer claimed within the guarantee period of two years). The consumer should also notify the seller within a ‘reasonable period’ but there is no stipulation as to what reasonable is, so in practicality the consumer has two years¹¹.

Seller’s rights

Seller’s rights are covered under article 546 of the Civil Code, although not explicitly stated in the Directive. Under the Civil Code the right of replacement of the good under Article 540, has the same terms with the seller in their corresponding claim to the manufacturer, provided that the exercise of the right of replacement is not unprofitable for the buyer. If the seller demonstrates lack of conformity, the seller is entitled to set a reasonable deadline to require replacement of the good or withdrawal from the manufacturer.

Destruction or worsening of the product

Article 548-549 of the Civil Code concerns the special case of permanent destruction or worsening of the good. These provisions are not included in the Directive. The consumer has the right to request replacement or withdrawal from the contract or reduce the price also when the good was destroyed or deteriorated because of the defect.

Guarantees

Guarantees are covered in law 2251/1994 (the law does not distinguish between the legal guarantee and a commercial one). The main difference with the Directive is that for durable goods the guarantee must be in written form. In article 5.4 it mentioned that the duration of the guarantee should be reasonable and in accordance with the possible life of the good. Especially in the case of technological goods, the duration of the guarantee should be reasonable and in accordance with the time period that it is expected that the products will remain ‘modern’, from the technological point of view, if this time period is shorter than the possible life of the products.

Another difference of the Greek law with the EU Directive concerns the repair of the goods. According to article 5.5 of the Law 2251/1994 if the repair of the product is more than fifteen (15) days, the consumer has the right to ask for temporary replacement of the product for the whole period during which the good is being repaired.

¹¹ ECC Net, Country Fiche, Greece (undated), http://www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/REPORT-_GUARANTEE/country_fact_sheets/Country_fiche_GR.pdf

1.1.2 Table of the transposition

The next page displays the articles from Directive 1999/44/EC on Consumer Sales and its transposition into the Spanish legislative system.

Table 1: Transposition of Directive 1999/44/EC in the Greek legislation

Areas	Art.	Content	Legislation	Comment*
Scope and definitions	1.1	Purpose	2251/1994.	Consumer protection (following the amendments)
	1.2.a	Def. Consumer goods	2251/1994. Art. 3.1	<i>Direct transposition</i> - Consumer goods meaning any tangible movable item (i.e. services excluded, e.g. electricity supply)
	1.2.b	Def. Consumer	2251/1994. Art. 3.3	Concept of "product": any movable item. The same exceptions that are included in the Directive
	1.2.c	Def. Seller	2251/1994. Art. 3.2	Concept of "supplier": every physical or legal person whether governed by private or public law even if another person acts on behalf of the "supplier"
	1.2.d	Def. Producer	2251/1994. Art. 6.	Concept expanded to "natural products" such as electricity and heat
	1.2.e	Def. Guarantee	2251/1994. Art. 3.14	"Given without extra charge" is not covered
	1.2.f	Def. Repair		N/A
	1.3	Exclusion second hand		Not transposed
	1.4	Contracts of sale types		N/A
Conformity with the contract	2.1	Conformity requirement	Civil Code. Article 534	<i>Direct transposition</i> - Stating that goods will be in conformity with the contract if they comply with a set of conditions (e.g. compliant with the description given by the seller; fit for purpose; quality and performance similar to goods of the same type)
	2.2	Good conformity	Civil Code. Article 535	Description of the "bad conformity"
	2.3	Lack of conformity	Civil Code. Article 537	There shall be deemed not to be lack of conformity if during the contract the consumer was aware of the lack of conformity or the lack of conformity has resulted due to the materials that were granted by the buyer.
	2.4	Seller statements	Civil Code. Article 537	The seller is responsible regardless of his culpability if the good is defective or lacks of conformity.
	2.5	Installation	Civil Code. Article 536	<i>Direct transposition</i> - Incorrect installation considered equivalent to lack of conformity if installation formed part of the sale or if the installation instructions created the shortcomings
Rights of the consumer	3.1	Liability	Civil Code. Article 540	<i>Direct transposition</i> - Establishes that the seller is liable for any lack of conformity which exists at the time the good is delivered
	3.2	Remedies	Civil Code. Article 540	The buyer does not have the right to repair or replace the good if such an act is not feasible or it demands disproportionately expenses.
	3.3	Conditions	Civil Code. Article 540	<i>Direct transposition</i> - Repair or replacement offered first and free of charge, unless implying disproportionate costs for the seller. Repair or replacement to be completed within a reasonable time taking into account the value of the good; the significance of the lack of conformity, or whether the remedy can be completed without inconvenience to the consumer
	3.4	Free of charge	Civil Code. Article 540	It is not given specific explanation of "free of charge"

	3.5	Reduction of the price	Civil Code. Article 540	It is not given specific explanation of “reduction of the price”
	3.6	Contract rescission	Civil Code. Article 540	<i>Direct transposition</i> - No contract rescission if the lack of conformity is minor
Right of redress	4	Final seller liability	Civil Code. Article 541	The consumer is able to exercise its rights if the non-conformity is ascertained at later
Time limits	5.1	Time period	Civil Code. Article 544	Two years for mobile and five years form immobile goods
	5.2	Defect confirmation		N/A
	5.3	Reversed burden		N/A
Guarantees	6.1	Legally binding		N/A
	6.2	State rights and contents	Civil Code. Article 559	Consumer have legal rights against the sellers according to the guarantees
	6.3	Written contract	2251/1994. Art. 5.4.	Only written guarantee in case of new durable goods
	6.4	Language of guarantees	2251/1994. Art. 5.4.	Greek
	6.5	Respect 6.2-4	2251/1994. Art. 5.5.	Expanded
Binding nature	7.1	Restricted rights	2251/1994. Art. 5.6.	Resignation of consumer protection in these provisions before the appearance of the defect or lack of denominated property, is invalid.
	7.1	Reduced period (2nd hand)		Not used
	7.2	Measures of protection	2251/1994.	Consumer protection (following the amendments)
National law and minimum protection	8.1	Supplementary rights		
	8.2	National rules retain		
Information	9	Inform of the rights		
Modification	10	Directive 98/27/EC		
Transposition	11.1	Date		
	11.2	Provisions		
Review	12	Jul-06		
Entry into force	13	Day of publication		
Address	14	To Member States		
Recitals	15	Period-of-use deduction		

	18	Suspension 2-year period		
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* The mention of "direct" means a direct transposition, disregarding the fact that the sentences can be placed differently or paraphrased relative to the Directive formulation

Legend

	<i>Articles at the discretion of the Member State (not mandatory)</i>
	<i>Rules on procedures to transpose</i>
	<i>Recitals –at the discretion of the Member State</i>

1.1.3 Additional rights

Apart from the rights specifically deployed through the Directive, and commented in the previous section, the Greek legislation covers many other different situations in which the lack of conformity of goods might occur. These other scenarios are described in this section.

Sale of certain area¹²

This right is enforced in the case of property sales. If the seller of a given property has assured the buyer that the property is a certain size (i.e in square metres etc.), the purchaser has a right of withdrawal if the property is not actually this size. The buyer can state that the discrepancy is significant enough that they no longer wish to purchase the property.

Sale of multiple goods¹³

If more than one good is being sold in the same purchase action and one or some are defective, or not in conformity, the right of replacement or rescission (withdrawal) is limited to only these defective goods, even if the price was uniformly determined for all the products. But if the goods having the defect or lack of conformity cannot be separated from the remaining without prejudicing one of the parties, the right of replacement or rescission (withdrawal) is extended to all.

Additional rights

Finally, further rights and the defence of consumer interests are deployed from law 2251/1994. According to this legislation, the State is concerned¹⁴ with a) the health and safety of consumers, b) their financial interests, c) the organization of consumer associations, d) the right to be heard in matters concerning them e) their information and education, especially those of vulnerable groups of consumers on issues related to market competition, consumers, protecting the natural environment and promoting sustainable consumption.

For instance, the right of withdrawal from a contract is contained in this Law. Unless the exceptions of article 3iβ¹⁵ apply, the consumer shall have a period of 14 calendar days to

¹² Article 550 of the Civil Code. Link:

<http://www.ministryofjustice.gr/site/kodikis/%CE%95%CF%85%CF%81%CE%B5%CF%84%CE%AE%CF%81%CE%B9%CE%BF/%CE%91%CE%A3%CE%A4%CE%99%CE%9A%CE%9F%CE%A3%CE%9A%CE%A9%CE%94%CE%99%CE%9A%CE%91%CE%A3/tabid/225/language/el-GR/Default.aspx>. Assessed 27th of November 2015.

¹³ Article 551 . Link:

<http://www.ministryofjustice.gr/site/kodikis/%CE%95%CF%85%CF%81%CE%B5%CF%84%CE%AE%CF%81%CE%B9%CE%BF/%CE%91%CE%A3%CE%A4%CE%99%CE%9A%CE%9F%CE%A3%CE%9A%CE%A9%CE%94%CE%99%CE%9A%CE%91%CE%A3/tabid/225/language/el-GR/Default.aspx>. Assessed 27th of November 2015.

¹⁴ Article 1 of the law 2251/1994 Προστασία των καταναλωτών. Link: http://www.et.gr/docs-nph/search/pdfViewerForm.html?args=5C7QrtC22wG2VoOPmnoFKHdtvSoClrL87eRSME-Rrlx5MXD0LzQTLWPU9yLzB8V68knBzLCmTXKaO6fpVZ6Lx3UnKI3nP8NxdnJ5r9cmWyJWelDvWS_18kAEhATUkJb0x1LIIdQ163nV9K--td6SIufZQ8ssXS8PBByuRAPILKfMtpErkqfJPWpWe4Ue1Av_W. Assessed 27th November 2015

¹⁵ Exceptions from the right of withdrawal:

The right of withdrawal provided for in Articles 3c to 3k for distance and off-premises contracts does not apply to the following cases:

service contracts after full provision of the service ,if the execution has begun with the prior express consent of the consumer, and the adoption by the recognition that will lose his right of withdrawal once the contract is fully executed by the supplier;

the supply of goods or services whose price depends on fluctuations in the financial market which cannot be controlled by the supplier, and which may occur within the withdrawal period;

the supply of goods made to the consumer's specifications or clearly personalized;

the supply of sealed goods which are not suitable to be returned for health reasons or for hygiene reasons, and which were unsealed after delivery;

the supply of goods which are, after delivery, due to their nature, inseparably mixed with other items;

withdraw from a distance contract or an off-premises contract (7 days for on-premises contracts), without giving any reason and without any charge beyond those set out in the article 30 paragraph 2¹⁶ and in article 31¹⁷.

1.2 Enforcement and redress

Consumers have two possible ways to solve their differences with the sellers in Greece, via amicable settlement and Court settlements.

Amicable Settlement

In every municipality a conciliation committee should be established for the friendly out of court settlement of disputes between suppliers and consumers or consumer associations. The committees are formed by three (3) people:

- A lawyer
- A representative of the local commercial and industrial chamber
- A representative of the local consumer associations

According to article 11.6 of the Law 2251/1994 the cases are introduced to competent committees at the request of the consumer or the local consumer association, and after referral by the Consumer Ombudsman. These cases are discussed, at the latest within fifteen (15) days from the submission of the application or the referral, after the invitation of stakeholders, which should be at least (5) days prior. These periods may be extended by decision of the chairman of the committee, up to five (5) days, provided that, there are specific reasons.

The Committee meets with the presence of all its members and take its decisions by majority. The Commission's findings are communicated to the Consumer Ombudsman and the interested parties within fifteen (15) days from the discussion of these cases. The Commission's findings do not produce the effects of judicial decisions, and they are not enforceable.

Consumer Ombudsman

The Consumer Ombudsman undertakes mediation for the resolution of consumer disputes or their associations with suppliers of public and private sector. Interested parties may

the supply of alcoholic beverages, the price of which has been agreed at the time of conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which depends on fluctuations in the market which can not be the supplier's control;

contracts where the consumer has specifically requested a visit from the vendor in order to carry out urgent repairs or maintenance work. If on such a visit, the supplier provides services in addition to those specifically requested by the consumer or goods beyond replacement parts necessarily used in performing the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;

the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;

the supply of a newspaper, I or magazine with the exception of subscription contracts for the supply of such publications;

contracts concluded at a public auction;

the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or time limit;

the supply of digital content not supplied on a tangible medium ,if the execution has begun with the express prior consent of the consumer and his acknowledgment that so loses his right of withdrawal.

¹⁶ Notwithstanding paragraph 1, the supplier is required to reimburse the supplementary costs, if the consumer has expressly opted for a type of delivery other than the least expensive type of standard delivery offered by the supplier.

¹⁷ Responsibilities of the consumers in case of withdrawal

submit their complaints against suppliers on issues that concern health and safety or constitute a breach of their financial interests¹⁸.

Consumer complaints are examined objectively and impartially by the adversarial principle, so that the process followed enable all interested parties to communicate their views to the Authority and to be informed for the arguments and facts put forward from the other party, as well as for the reports of experts or specialists.

The Consumer Ombudsman and the Settlement Committees established in the Municipalities propose a friendly settlement, seeking to reconcile the parties involved. After the compromise, a document is drafted by the Consumer Ombudsman or the President of the relevant Commission Settlement, signed by the parties or their legal representatives and serves as court settlement position. If no compromise is reached, if sufficient evidence made available to the Authority, the Consumer Ombudsman writes a recommendation to the parties to resolve the dispute. If one of the parties does not accept the aims stated in the written recommendation of the Authority, the Consumer Ombudsman may publicize the fact and communicate its findings. The Consumer Ombudsman informs in any case the interested party about the fate of his case.

Arbitration

Arbitration is possible in Greece under the law, but does not appear to be a formalised process for consumer disputes, but instead an ad hoc process to which two parties can agree to organise amongst them.

Court settlement

In Greece the court settlements that concern lawsuits and consumer rights, including legal guarantees, are covered under the Code of Civil Procedure. According to article 215 of the aforementioned law:

- The lawsuit is exercised with an application at the court office in writing and a copy of the application to the defendant. In the application the day, month and year of is filled, as well as and the applicant's name. Reference to the application is filed without delay in a special book with alphabetical index. In this book written with a serial number and chronologically lawsuits filed and listed the names of the parties, the date of the deposit and the object of the dispute.
- In the local courts in which there are not appointed lawyers or solicitors, the lawsuit can be exercised verbally before the magistrate.

¹⁸ Consumer's Ombudsman. Link: http://www.synigoroskatanaloti.gr/stk_InvestigationProcedure.html. Assessed 27th November 2015

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Law Number 3043 Ευθύνη του πωλητή για πραγματικά ελαττώματα και έλλειψη συνομολογημένων ιδιοτήτων, τροποποίηση διατάξεων του Κώδικα Πολιτικής Δικονομίας και άλλες συναφείς διατάξεις (Liability of the seller for actual faults and lack of conformity, amend of provisions of the Civil Procedure Code and other related provisions). Link: http://www.et.gr/ids-nph/pdfimageSummaryviewer.html?args=sppFfdN7IQP5_cc--m0e1_FG3G1iQCVO_QOOnt3Hd-S8rzSZFgxgk-YofhQfj86ptkAYi3ORfmarHITZ0OcIYK-cxFWPJ-c9R4kicnjz_3u4G8qOBIzZQoc77k1-A9Eyz7vqZ2xJ5_DZUrfcuoQuCpQ2LLb9SalfUu0_0jHkDIB09HzNnDclOw..

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