

## POLAND

### Information for the European Commission concerning the transposal of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights ('the Directive' or 'Directive 2011/83/EU' into national law

#### I. General information and text of national legislation transposing the Directive submitted pursuant to Article 28(1) of the Directive

Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights was transposed into Polish law by the Consumer Rights Act of 30 May 2014 (Journal of Laws of 24 June 2014, item 827). The text of the Act is annexed.

#### II. Information pursuant to Article 24(2) of the Directive on the provisions referred to in Article 24(1) of the Directive

*Consumer Rights Act of 30 May 2014  
(Journal of Laws of 24 June 2014, item 827)  
Article 45*

*The Code of Minor Offences of 20 May 1971 (Journal of Laws 2013/482, as amended) is hereby amended as follows:*

*1) (...);*

*2) the following Article 139b is inserted after Article 139a:*

*'Art. 139b. Traders which fail to comply with the requirements to provide information or documentation provided for in the Consumer Rights Act of 30 May 2014 (Journal of Laws ..., item ...) when they conclude contracts with consumers shall be liable to a fine.'*

#### III. Information pursuant to Article 29(1) of the Directive on provisions introduced or maintained in connection with the exercise of the regulatory choices provided for in the Directive

Directive 2011/83/EU	Polish law
<b>Article 3(4)</b>  Member States may decide not to apply this Directive or not to maintain or introduce corresponding national provisions to off-premises contracts for which the payment to be made by the consumer does not exceed EUR 50.	<b>Article 3(1) of the Consumer Rights Act</b>  <b>Article 3</b> (1) The provisions of this Act shall not apply to:  (...)  (10) off-premises contracts, if the consumer is liable to pay an amount not

<p>Member States may define a lower value in their national legislation.</p>	<p>exceeding PLN 50.</p>
<p><b>Article 6(7)</b></p> <p>Member States may maintain or introduce in their national law language requirements regarding the contractual information, so as to ensure that such information is easily understood by the consumer.</p>	<p><b>Articles 7 and 7a of the Polish Language Act of 7 October 1999 (consolidated version: Journal of Laws 2011/43, item 224, as amended):</b></p> <p><b>Article 7</b> (1) In the territory of Poland, in transactions with consumers and in the framework of implementation of labour law, the Polish language shall be used if:</p> <p>(1) the consumer or worker is domiciled in Poland when the contract is concluded, and</p> <p>(2) the contract is to be performed in the territory of Poland.</p> <p>(2) (...).</p> <p>(3) The Act applies to documents and information which must be drawn up or provided pursuant to separate provisions.</p> <p><b>Article 7a</b> (1) The requirement to use the Polish language referred to in Article 7 concerns in particular the names of goods and services, special offers, warranty terms, invoices, bills and receipts as well as any warnings and information for consumers required by other provisions, instructions and information on the characteristics of goods and services, without prejudice to sub-paragraph 3. The requirement to use the Polish language in information on the characteristics of goods and services also concerns advertisements.</p> <p>(2) Descriptions of goods and services, special offers, warnings and information for consumers required by other provisions within the scope of Article 7 produced in foreign languages must also be drawn up in Polish, without prejudice to</p>

	<p>sub-paragraph 3.</p> <p>(3) Warnings and information for consumers required by other provisions and instructions and information on the characteristics of goods do not have to be provided in Polish if they are expressed in universally intelligible images; if the images are accompanied by descriptive text, that text should be in Polish.</p> <p><b>Article 44(9) of the Consumer Rights Act:</b></p> <p><b>Article 44</b> The Civil Code of 23 April 1964 (Journal of Laws 2014, item 121) is hereby amended as follows:</p> <p>(...)</p> <p>9) An Article 546<sup>1</sup>, reworded as follows, is inserted after Article 546:</p> <p>'Article 546<sup>1</sup> § 1. If the purchaser is the consumer, before the contract is concluded the seller shall provide him/her with clear, understandable and unambiguous information in Polish which is sufficient to enable the purchased item to be used properly and in full. In particular, the following information shall be provided: the product category, manufacturer or importer, safety mark and conformity mark required by separate provisions, marketing authorisation in Poland and, depending on the product category, energy consumption, as well as other data specified in separate provisions.'</p>
<p><b>Article 7(4)</b></p> <p>With respect to off-premises contracts where the consumer has explicitly requested the services of the trader for the purpose of carrying out repairs or</p>	<p><b>Article 16 of the Consumer Rights Act:</b></p> <p><b>Article 16</b> In the case of an off-premises contract in which the contractual remuneration is not more than PLN 600, the consumer has requested the services</p>

<p>maintenance for which the trader and the consumer immediately perform their contractual obligations and where the payment to be made by the consumer does not exceed EUR 200:</p> <p>(a) the trader shall provide the consumer with the information referred to in points (b) and (c) of Article 6(1) and information about the price or the manner in which the price is to be calculated together with an estimate of the total price, on paper or, if the consumer agrees, on another durable medium. The trader shall provide the information referred to in points (a), (h) and (k) of Article 6(1), but may choose not to provide it on paper or another durable medium if the consumer expressly agrees;</p> <p>(b) the confirmation of the contract provided in accordance with paragraph 2 of this Article shall contain the information provided for in Article 6(1).</p> <p>Member States may decide not to apply this paragraph.</p>	<p>of the trader for the purpose of carrying out repairs or maintenance and the trader and the consumer immediately perform their contractual obligations, the trader shall be required to:</p> <p>(1) provide the consumer with the information referred to in Article 12(1)(2) and (3), and information concerning remuneration and the way in which it is to be calculated;</p> <p>(2) present an estimate of the total price on paper or, if the consumer agrees, on another durable medium.;</p> <p>(3) provide the information referred to in Article 12(1)(1)(9) and (12); however, if the consumer agrees, this information need not be provided on paper or on another durable medium.</p> <p>(2) The contract or confirmation of the contract, which the trader is required to provide to the consumer by Article 16(1), shall set out the information referred to in Article 12.</p>
<p><b>Article 8(6)</b></p> <p>Where a distance contract is to be concluded by telephone, Member States may provide that the trader has to confirm the offer to the consumer who is bound only once he has signed the offer or has sent his written consent. Member States may also provide that such confirmations have to be made on a durable medium.</p>	<p><b>Article 20 of the Consumer Rights Act:</b></p> <p><b>Article 20</b> (1) If the trader contacts the consumer by telephone for the purpose of concluding a distance contract, (s)he shall inform the consumer at the start of the conversation that such is his/her intention and shall also identify him/herself and the person on whose behalf (s)he is calling.</p> <p>(2) If the trader proposes concluding a contract by telephone to the consumer, (s)he shall confirm the contents of the proposed contract on paper or on another durable medium. The consumer's acknowledgement that a contract has</p>

	been concluded shall be valid if it is indicated on paper or on another durable medium after (s)he has received confirmation from the trader.
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