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**Law 3587**

Amendment and supplementation of Law 2251/1994 on Consumer Protection as in effect - Transposition of European Parliament and Council Directive 2005/29/EC (OJ L 149) into Greek Law.

**THE PRESIDENT OF THE HELLENIC REPUBLIC**

We hereby issue this law enacted by the Parliament:

**PART I**

**Article 1**

1. Article 1(1) of Law 2251/1994 (Government Gazette 191/A) is hereby replaced as follows:

'1. The rights and interests of consumers are under State protection.'

2. The phrase 'The polity in particular shall ensure' in Article 1(2) of Law 2251/1994 shall be replaced by the phrase 'The State shall in particular ensure:'

3. Article 1(2)(e) of Law 2251/1994 is hereby replaced as follows:

e) provision of information to and training of particularly vulnerable groups of consumers on matters concerning the market, competition, consumers, environmental protection and promoting sustainable consumption.

4. Article 1(3) of Law 2251/1994 is hereby replaced as follows:

'3. The provisions of this law shall apply to all suppliers, whether natural persons or legal entities, regardless of form, in the public and private sector.'

5. Article 1(4) of Law 2251/1994 is hereby replaced as follows:

'4. Without prejudice to more specific provisions of this law, the terms below shall have the following meaning:

a) Consumer: any natural person or legal entity or grouping of persons lacking legal personality for whom products or services placed on the market are intended and who make use of those products and services, where they are their end recipient. Consumers are also: aa) all recipients of advertising messages, bb) all natural persons or legal entities providing guarantees to consumers, providing they act outside their profession or business.

b) Supplier: any natural person or legal entity which in engaging in his/its profession or business supplies products or provides services to consumers. Suppliers also include advertisers.'

**Article 2**

1. Article 2(1) to (5) inclusive of Law 2251/1994 are hereby replaced as follows:

'1. Terms formulated in advance for future contracts (general transaction terms) are not binding on consumers if, when the contract is concluded, consumers were unaware of them not due to their fault, as in particular when the supplier does not

indicate their existence or deprives consumers from actually taking cognisance of them.

2. General terms in contracts and related agreements concluded in Greece shall be in writing in Greek, presented in a clear, specific and easily comprehensible manner so that consumers can fully understand their meaning and should be printed with legible characters in a prominent position on the contract document. International transaction general terms which apply in the Greek market shall necessarily be presented in Greek.

3. Terms agreed following individual negotiations between the contracting parties (special terms) shall take precedence over the corresponding general terms.

4. When interpreting general transaction terms, regard shall be had to the need to protect consumers. General transaction terms which are unilaterally formulated by the supplier or by a third party on its behalf shall be interpreted in the consumer's favour in cases of doubt.

5. When the content of a general transaction term is being reviewed in implementation of Article 10(16a) and Article 13a(2) and (3), the interpretation least favourable to consumers shall be chosen where it leads to a prohibition of wording and use of the relevant term.'

2. The first indent of Article 2(6) of Law 2251/1994 is hereby replaced as follows:

'6. General transaction terms which result in a major disruption in the balance of the rights and obligations of the contracting parties to the detriment of consumers shall be prohibited and are invalid.'

3. In Article (2)(7) of Law 2251/1994 subparagraph (e) is hereby replaced and subparagraph (ff) is inserted as follows:

a) 'e) reserving to the supplier the unilateral right to amend or terminate the contract without a specific, special or serious ground which is cited in the contract.'

b) ff) provide for the payment of compensation to the supplier without him being obliged to cite and prove the loss incurred.'

4. Article 2(9) of Law 2251/1994 is hereby repealed.

### **Article 3**

1. In Article 3(1)(e) of Law 2251/1994 the word total is hereby replaced by the word whole.

2. Article 3(4) of Law 2251/1994 is hereby replaced as follows:

'4. Consumers shall be entitled to withdraw from the contracts cited in paragraphs 1 or 2 or revoke the offer submitted in line with paragraph 3 within 14 calendar days from receipt of the contract document or any later receipt of the product, unless the contract provides for a longer deadline. Where the right of withdrawal or revocation of the offer is exercised in writing, in hard copy, electronic format or using a durable medium, within the meaning of Article 4a(1)(f) which is made available to the supplier and to which it has access, in order for the withdrawal or revocation of the offer to be effective, it is sufficient for the consumer to have sent the relevant document before the deadline cited in the previous paragraph expires. Waiver of this right is invalid.'

3. In Article 3(7)(d)(iii) of Law 2251/1994 the phrase: '10 days' is replaced by the phrase: '14 calendar days'.

4. Article 3(7)(e) and (f) of Law 2251/1994 are hereby repealed.

5. A new paragraph 8 is hereby inserted into Article 3 of Law 2251/1994, the text of which is as follows:

'8. The right of withdrawal shall not apply to contracts relating to goods or services whose value depends on money market fluctuations within the meaning of Article 4a(6)(b)(i).'

### **Article 4**

1. The first indent of Article 4(1) of Law 2251/1994 is hereby replaced as follows:

'1. A distance contract means any contract concerning goods or services concluded

between a supplier and a consumer, without them being physically present at the same time, under an organized distance sales or service-provision scheme run by the supplier, who makes exclusive use of one or more means of distance communication up to and including the moment at which the contract is concluded.

2. The first indent of Article 4(2) of Law 2251/1994 is hereby replaced as follows:

'2. A distance contract is cancelled, in the consumer's favour, where before conclusion of the contract the consumer was not informed about the means of distance communication used in a clear, precise and comprehensible manner, in accordance with the principles of good faith and established commercial practice, and the provisions on the validity of legal transactions, for the following elements in particular and any changes thereto:'

3. Article 4(2)(a) of Law 2251/1994 is hereby replaced as follows:

a) the supplier's identity and address,'.

4. Article 4(4) of Law 2251/1994 is hereby replaced as follows:

'4. Consumers may not be sent goods or be provided with services for which there is no prior order where consumers are called upon to pay a price to acquire them or return them, even when postage fees are not payable. Where goods are sent or services provided in line with the previous indent, consumers shall be entitled to dispose of the goods or services at their discretion without owing any price, being free of the obligation to safeguard and/or return the goods. Failure by consumers to reply where unsolicited goods are sent or unsolicited services provided shall not constitute consent or tacit acceptance of such transaction by consumers.'

5. The first indent of Article 4(5) of Law 2251/1994 is hereby replaced as follows:

'5. The provisions of the previous paragraph shall not apply in the case where the supplier is unable to deliver the goods or provide the services ordered by the consumer, but supplies him following agreement with goods or services of equivalent quality at the same price, being obliged to notify the consumer in writing that he can return the goods or refuse to accept the replacement services if they do not match the terms of the agreement and that the return expenses shall be payable by the supplier.'

6. Article 4(6) of Law 2251/1994 is hereby replaced as follows:

'6. Means of distance communication should be used so as not to infringe consumer privacy.

In particular, in cases of unsolicited communication the provisions of Article 11 of Law 3471/2006 (Government Gazette 133/A) shall apply.

7. Article 4(8) of Law 2251/1994 is hereby replaced as follows:

'8. Without prejudice to agreement to the contrary between the contracting parties, the supplier is obliged to fulfil the contractual obligations within 30 days at the latest from receiving the consumer's order.

If that deadline elapses, the consumer shall be entitled to withdraw'.

8. The first indent of Article 4(9) of Law 2251/1994 is hereby replaced as follows:

'9. A distance contract shall be cancelled, in the consumer's favour, where the consumer does not receive the following information in good time during the performance of the contract, and at the latest at the time of delivery where goods not for delivery to third parties are concerned, unless the information has already been given to the consumer prior to conclusion of the contract in writing or on another durable medium available within the meaning of Article 4a(1)(f) and accessible to him:'

9. The following phrase is hereby inserted at the end of subparagraph (b) of Article 4(9) of Law 2251/1994:

'where the consumer can turn to repair the product'.

10. Article 4(9)(d) of Law 2251/1994 is hereby replaced as follows:

d) the terms and method for exercising the right of withdrawal in line with paragraph 10 and, in a separate form or electronic file, a specimen statement of withdrawal. During such time as the contract is in effect, consumers may request in writing that

they be provided with such information.'

11. Article 4(10) of Law 2251/1994 is hereby replaced as follows:

'10. For any distance contract the consumer shall have a period of 14 calendar days in which to withdraw from the contract without giving any reason unless any longer period is agreed, by returning the goods in their original state without any charge apart from the charge for return.

For the purpose of exercising the right of withdrawal the deadline in the previous indent shall commence for goods from their receipt where the supplier complied with the obligations in paragraph 9 and, for services, from the receipt of information in writing or using durable media, which inform the consumer that the contract has been entered into in accordance with paragraph 9 above.

If the supplier has failed to fulfil the obligations laid down in paragraph 9, the withdrawal period shall be three months. In the case of supply of goods, if within the 3-month deadline which begins to run from receipt of the goods by the supplier, the consumer receives information from documents or durable media informing him that the contract has been concluded in line with paragraph 9, the contract shall cease to be invalid and from the receipt of such information a new withdrawal period of 14 calendar days shall commence. Where the right of withdrawal is exercised by the consumer in accordance with the above, the supplier shall be obliged to return the amounts paid by the consumer within 30 calendar days.

Where the consumer exercises the right of withdrawal, this fact shall be notified in writing or using other durable media made available to the recipient and which the recipient has access to.'

12. Article 4(12) of Law 2251/1994 is hereby replaced as follows:

'12. The burden of proof relating to prior information, written confirmation or confirmation using durable media or compliance with deadlines and consumer consent lies with the supplier. Clauses where the consumer waives the right to exercise rights contained in this Article or the supplier is released from liability under this Article are invalid. The provisions of this Article apply without prejudice to more specific provisions of Community law or national provisions transposing them governing certain types of distance contracts or issues relating to them.

13. Article 4(13) of Law 2251/1994 is hereby replaced as follows:

'13. The provisions of this Article shall not apply to:

- a) automatic vending machines;
- b) automated commercial premises;
- c) contracts concluded with telecommunications operators through the use of public payphones;

Paragraphs 2, 7, 8, 9, 10 and 11(1) of this Article shall not apply to contracts for the supply of foodstuffs, beverages or other goods intended for everyday consumption supplied to the home of the consumer, to his residence or to his workplace by regular or frequent roundsmen. Paragraphs 2(f), 7, 8, 9(d), 10 and 11(1) of this Article shall not apply to contracts for the provision of accommodation, transport, catering or leisure services, where the supplier undertakes, when the contract is concluded, to provide these services on a specific date or within a specific period.

14. The following indent is hereby inserted into the end of Article 4(14)(a) of Law 2251/1994:

'In order to be entered in the Register regard shall also be had to the conduct of the applicant in discharging its obligations deriving from the provisions of this Law and the administrative sanctions which may have been imposed on it for breaching those provisions. If the supplier is a legal entity, the previous indent shall also apply to its legal representatives.'

15. Article 4(14)(c) of Law 2251/1994 is hereby replaced as follows:

c. The Minister of Development may issue a reasoned decision refusing on serious grounds to enter a supplier in the register or, in addition to imposing the fines cited in Article 13a(2) and (3), may delete a supplier on an interim or final basis from the

register where the supplier has infringed the provisions of this law. This decision shall be notified to the competent tax office.'

#### **Article 5**

1. At the start of Article 4a(1) of Law 2251/1994 the phrases 'General provisions' and 'for the purposes of this Article' shall be replaced respectively by the phrases 'Definitions' and 'In accordance with the provisions of this Article'.

2. Article 4a(1)(a) of Law 2251/1994 is hereby replaced as follows:

a) A distance contract concerning financial services means any contract concerning financial services concluded between a supplier and a consumer, without them being physically present at the same time, under an organized distance sales or service-provision scheme run by the supplier, who makes exclusive use of one or more means of distance communication up to and including the moment at which the contract is concluded.

3. Article 4a(1)(d) of Law 2251/1994 is hereby replaced as follows:

d) Consumer means any natural person who in the context of distance financial service agreements acts outside his trade or profession.

4. The title of Article 4a(3) of Law 2251/1994 is hereby replaced as follows:

'3. 'Information for consumers prior to conclusion of a distance contract concerning financial services'

5. The first indent of Article 4a(3)(a) of Law 2251/1994 is hereby replaced as follows:

a) Before concluding a distance contract concerning financial services the consumer should be informed by means of distance communication in a clear and comprehensible manner, in accordance with the principles of good faith and commercial practice, and the provisions governing the validity of legal transactions, of the following elements, the commercial purpose of which should be made clear:'

6. Article 4a(3)(a)(iii) of Law 2251/1994 is hereby replaced as follows:

iii. Information relating to the distance contract concerning financial services:

- the existence of a right of withdrawal as define in paragraph 6 and where such a right exists, its duration and conditions for exercising it, including information on the amount which the consumer may be obliged to pay in line with paragraph 7(b) and the consequences of failure to exercise that right;
- the minimum duration of the distance contract concerning financial services in the case of a contract to provide financial services on a permanent or recurrent basis;
- information about the rights which the parties may have to terminate the distance contract concerning financial services early or unilaterally in accordance with the terms of the contract including any sanctions specified in such cases in the contract;
- practical guidance on exercising the right of withdrawal and a specimen statement of withdrawal setting out, among other things, the address where the statement of withdrawal should be sent to;
- the Member State or Member States on whose legislation the supplier has relied in generating relationships with the consumer before concluding the distance financial services contact;
- any contractual clause on the law applicable to the distance contract concerning financial services or the competent court;
- the language or languages in which the terms of contract and the prior information cited in this paragraph are worded and the language or languages in which the supplier in agreement with the consumer undertakes to communicate during such time as the contract is in effect.'

7. Article 4a(3)(b) of Law 2251/1994 is hereby replaced as follows:

b) In the case of telephone communications, which must be recorded in line with the provisions of Law 3340/2005 (Government Gazette 112/A) and Law 3471/2006 as in force, the identity of the supplier and the commercial purpose of the call shall be made explicitly clear at the beginning of any conversation with the consumer and that it is being recorded. In addition, where the consumer expressly consumers, it is

mandatory to provide the following information which relates to:

- the identity of the person in contact with the consumer and his link with the supplier;
- a description of the main characteristics of the financial service;
- the total price to be paid by the consumer to the supplier for the financial service including all taxes paid via the supplier or, when an exact price cannot be indicated, the basis for the calculation of the price enabling the consumer to verify it;
- notice of the possibility that other taxes and/or costs may exist that are not paid via the supplier or imposed by him;
- the existence or absence of a right of withdrawal in accordance with Article 6 and, where the right of withdrawal exists, its duration and the conditions for exercising it, including information on the amount which the consumer may be required to pay on the basis of paragraph 7(b).

The supplier shall inform the consumer that other information is available on request and of what nature this information is. In any case the supplier shall provide the full information when he fulfils his obligations under paragraph 5.

8. A subparagraph (d) is hereby inserted into Article 4a(3) of Law 2251/1994 the text of which is as follows:

d) The distance contract concerning financial services shall be cancelled, in the consumer's favour, where, before conclusion, the consumer is not informed using the means and in the manner specified above about the elements stated in subparagraphs (a) and (b) of this paragraph.

9. Article 4a(4) of Law 2251/1994 is hereby replaced as follows:

'4. Prior information requirements additional to those in paragraph 3(a) which are contained in special provisions of Community legislation governing financial services shall continue to apply. The Secretariat General for Consumers shall notify national provisions on prior information requirements to the European Commission. The supplier shall be obliged to promptly dispatch relevant standard contracts, including general transaction terms, to the Secretariat General for Consumers.

10. Article 4a(5)(a) of Law 2251/1994 is hereby replaced as follows:

a) The distance contract concerning financial services shall be cancelled in the consumer's favour if he does not receive in good time, and in all events before committing himself to the contract, all terms thereof, including information cited in paragraph 3(a) and (b) and paragraph 4 of this Article, in writing or using other durable media, to which he has access.'

11. A new subparagraph (c) is hereby inserted after Article 4a(5) of Law 2251/1994 after subparagraph (b) and subparagraph (c) is renumbered (d).

'c) Where the contractual terms which were not notified in accordance with the above to the consumer they shall not be binding on him even if they are critical factors in determining his intention to contract.'

12. The new indent is hereby inserted at the end of Article 4a(6)(a) of Law 2251/1994 the text of which is as follows:

'The deadline for exercising the right of withdrawal from contracts cited in the previous indent shall be suspended for such time as the recipient of insurance is entitled to object in accordance with Article 2(6) of Law 2496/1997 (Government Gazette 87/A).

13. The phrase 'The right of withdrawal shall not apply' in Article 4a(6) of Law 2251/1994 shall be replaced by the phrase 'The right of withdrawal shall not be exercised.'

14. Article 4a(6)(c) of Law 2251/1994 is hereby replaced as follows:

'c) Consumers shall exercise their right of withdrawal by making a statement to that effect in accordance with practical guidelines provided in accordance with the fourth indent of Article 3(a)(iii) before expiry of the said deadline laid down in subparagraph (a) of this paragraphs, in writing or using other durable media made available to the recipient and to which he has access.

15. Article 4a(6)(e) of Law 2251/1994 is hereby replaced as follows:

e) Where the distance contract for a specific financial service has been attached to another distance contract concerning financial services provided by the supplier or by a third party on the basis of an agreement between the third party and the supplier, this additional contract may be rescinded by the consumer, without any penalty, if the consumer exercises his right of withdrawal in accordance with the provisions laid down in subparagraph (a) of this paragraph.'

16. Article 4a(7)(a), (c), (d) and (e) of Law 2251/1994 is hereby replaced as follows:

a) The performance of distance contract concerning financial services may only begin after the consumer has provided a written statement giving his approval.

c) The supplier may not require the consumer to pay any amount on the basis of paragraph (b) unless he can prove that the consumer was duly informed about the amount payable, in conformity with the first indent of Article 3(1)(iii). However, in no case may he require such payment if he has commenced the performance of the contract before the expiry of the withdrawal period provided for in paragraph 6(a) without the consumer's prior request.

d) The supplier shall, without any undue delay and no later than within 30 calendar days, return to the consumer any sums he has received from him in accordance with the distance contract, except for the amount referred to in paragraph (b). This period shall begin from the day on which the supplier receives the notification of withdrawal.

e) The consumer shall return to the supplier any sums and/or product he has received from the supplier without any undue delay and no later than within 30 calendar days. This period shall begin from the day on which the consumer sends the notification of withdrawal.

17. Article 4a(8) of Law 2251/1994 is hereby replaced as follows:

'8. Without prejudice to Article 4(2) of Joint Ministerial Decision No. Z1 178/13.2.2001 (Government Gazette 255/B) where a card is used, within the meaning of this decision, in the context of distance contracts concerning financial services, without the consent of the consumer or in an underhand manner or by a person who is not acting or cannot be considered as acting as an agent of the cardholder, the contract shall be automatically cancelled and the amounts which have been paid shall be returned with interest to the consumer. The terms of contracts for all manner of cards shall necessarily include the term cited in the previous indent.

18. Article 4a(9) of Law 2251/1994 is hereby replaced as follows:

'9. The supply of financial services to a consumer without a prior request on his part, when this supply includes a request for immediate or deferred payment is prohibited. If such services are provided the consumer shall be exempt from any obligation and the consumer shall not owe any price unless the supply of services is due to a clear error in which case the supplier shall place the service, where its nature so permits, for a reasonable period at the supplier's disposal. The absence of a reply by the consumer shall not constitute consent in any circumstances.'

19. Article 4a(10)(b) of Law 2251/1994 is hereby replaced as follows:

'b) In particular, in cases of unsolicited communication the provisions of Article 11 of Law 3471/2006 shall apply.'

20. Article 4a(11) of Law 2251/1994 is hereby replaced as follows:

'11. Notwithstanding the imposition of sanctions cited in the provisions of Article 13a(2) and (3) the consumer may rescind the distance contract concerning financial services at any time, free of charge without penalty, where the supplier does not comply with the provisions of this Article.

21. Article 4a(12) of Law 2251/1994 is hereby replaced as follows:

'12. Clauses where the consumer waives the right to exercise rights contained in this Article or the supplier is released of liability under this article are invalid.'

22. Article 4a(13)(a) of Law 2251/1994 is hereby replaced as follows:

a) Without prejudice to paragraph 7(c) the burden of proof on compliance with the obligation of the suppliers to provide information to consumers and the written statement of the consumer on conclusion of the contract, and where appropriate, for

its performance, shall be borne by the supplier.

23. Article 4a(13)(b) of Law 2251/1994 is hereby replaced as follows:

b) Any contractual clause providing that the burden of proof of the respect by the supplier of all or part of the obligations incumbent on him pursuant to this Article shall lie with the consumer shall be an unfair term.'

#### **Article 6**

1. A new paragraph 1 is hereby inserted into Article 5 of Law 2251/1994 and paragraphs 1 to 13 inclusive of that Article are renumbered accordingly.

'1. For the purposes of this Article, supplier shall also mean the manufacturer of a consumer product, its imported into a Member State of the European Union (EU) and any person presented as the producer of a consumer product, by placing his name, trademark or other distinguishing mark on it.'

2. The renumber paragraph 2 of Article 5 of Law 2251/1994 is hereby replaced as follows:

'2. In each sale the supplier shall be obliged to provide the consumer in writing in Greek or using internationally established symbols clear and full instructions on safe use, preservation, maintenance and full utilisation of the product and to inform the consumer about risks during use and preservation thereof. Products which are simply in terms of manufacture, use and maintenance are excluded from the application of the previous indent where the manufacturer does not provided instructions for them in any language.'

3. New indents are hereby inserted into the end of the renumbered Article 5(3) of Law 2251/1994, the text of which is as follows:

'Information may be provided by suppliers to consumers on the possible lifespan of a product using any reasonable means such as display in the usage instructions or guarantee. The burden of proving that such information was provided shall lie with the supplier.

Any natural person or legal entity who makes consumer products available directly to consumers in the context of their profession, trade or business, shall be obliged at own responsibility without any cost to the consumer to repair the product within the limits set in the guarantee provided for it by contract or by law. Where the product is no longer covered by guarantee, but is still within its possible lifespan the supplier shall be obliged to ensure that it is repaired and the spare parts are supplied.'

4. The renumbered paragraph 4 of Article 5 of Law 2251/1994 is hereby replaced as follows:

'4. When a consumer is given a guarantee, the supplier shall be obliged to provide it in writing or using other printing techniques which may be available to and accessible by the consumer. Where new products with a long lifespan (durable consumer goods) are supplied, provision of a written guarantee is mandatory. The guarantee should include in simple, easy-to-read and comprehensible wording in Greek at least the name and address of the guarantor, the product the guarantee relates to, its precise content, its duration and its territorial scope. The guarantee should clearly and fully state the rights of the consumer under the applicable law and make it clear that these rights are not affected by the guarantee. The guarantee shall be in accordance with the rules of good faith and not be negated by excessive exception clauses. The duration of the guarantee shall be reasonable in relation to the possible product lifespan. In relation to cutting edge technology products in particular, the duration of the guarantee shall be reasonable in relation to the time at which these products are expected to remain modern from a technological viewpoint if that time is shorter than there possible lifespan.'

5. The following indents are hereby inserted into renumbered Article 5(5) of Law 2251/1994:

'5. If, during such time as the guarantee is in effect, a product presents a defect and the supplier refuses or delays in repairing it beyond the time necessary, the



consumer is entitled to request that the product be replaced by a new product of equal value and quality or to withdraw from the contract. If the repair time required exceeds 15 working days the consumer shall be entitled to request a temporary replacement of the product for the duration of repair.'

6. The second indent of Article 5(6) of Law 2251/1994 is hereby replaced as follows: 'Waiver by consumers from the protection afforded by these provisions before the defect appears or the lack of agreed properties is invalid.'

7. A new paragraph 8 is hereby inserted at the end of Article 5 of Law 2251/1994, the text of which is as follows:

'8. Waiver by consumers beforehand of their rights under the provisions of this Article is invalid.'

#### **Article 7**

1. Article 6(5) of Law 2251/1994 is hereby replaced as follows:

'5. A product is defective when it does not provide the performance agreed in accordance with its specifications or the reasonably expected safety, taking all circumstances into account, including in particular its external appearance, its expected use and the time it was put into circulation. A product is not defective solely on the ground that a better product was later put into circulation.'

2. Article 6(6) of Law 2251/1994 is hereby replaced as follows:

'6. The loss cited in paragraph 1 shall include: a) loss due to death or bodily harm, b) damage or destruction due to a defective product, any property of the consumer, apart from the defective product itself, including the right to use environmental goods, where such loss from damage or destruction exceeds €500 on condition that by their nature they were intended and actually used by the prejudiced party for personal use or consumption.'

3. Article 6(7) of Law 2251/1994 is hereby replaced as follows:

'7. Financial satisfaction due to moral harm or mental anguish shall also be payable in the case of breach of the provisions of this Article.'

4. Article 6(8)(d) of Law 2251/1994 is hereby replaced as follows:

d) the defects due to the fact that the product was manufactured in accordance with the rules of compulsory law.'

5. Article 6(10) of Law 2251/1994 is hereby replaced as follows:

'10. If two or more persons are liable for the same damage, they shall be liable jointly and severally to the prejudiced party and shall have a right of cross-recourse depending on the degree of participation of each in the generation of the damage.'

6. Article 6(11) of Law 2251/1994 is hereby replaced as follows:

'11. The producer's liability shall not be reduced if the damage is due cumulatively both in terms of product defect and in terms of third party act or omission, unless the prejudiced party or the person for whom the prejudiced party is at fault.'

#### **Article 8**

1. A second indent is hereby inserted at end of Article 7(1) of Law 2251/1994, the text of which is as follows:

For the purposes of this Article, supplier also includes the producer of a consumer product within the meaning of Article 6(2), his representative, the importer of a consumer product to a Member State of the EU and any professional involved in the supply chain for the purchase of a consumer product who can affect its safety features, and the distributor.'

2. A new paragraph 2 is hereby inserted after Article 7(1) of Law 2251/1994 and the other paragraphs are renumbered accordingly:

'2. For the purposes of this Article, product means any product which is intended for consumers or likely, under reasonably foreseeable conditions, to be used by consumers even if not intended for them, and is supplied or made available, whether for consideration or not, in the course of a commercial activity, and whether new, used or reconditioned. Second-hand products supplied as antiques or as products to

be repaired or reconditioned prior to being used, provided that the supplier clearly informs the person to whom he supplies the product to that effect do not constitute products for the purpose of the previous indent.

3. The renumbered paragraph 3 of Article 7 of Law 2251/1994 is hereby replaced as follows:

'3. Safe product means any product which, under normal or reasonably foreseeable conditions of use including duration and, where applicable, putting into service, installation and maintenance requirements, does not present any risk or only the minimum risks compatible with the product's use, considered to be acceptable and consistent with a high level of protection for the safety and health of persons, taking into account the following points in particular:

- a) the characteristics of the product, including its composition, packaging, instructions for assembly and, where applicable, for installation and maintenance;
- b) the effect on other products, where it is reasonably foreseeable that it will be used with other products;
- c) the presentation of the product, the labelling, any warnings and instructions for its use and disposal and any other indication or information regarding the product;
- d) the categories of consumers at risk when using the product, in particular children and the elderly.

4. The renumbered paragraph 4 of Article 7 of Law 2251/1994 is hereby replaced as follows:

'4. The feasibility of obtaining higher levels of safety or the availability of other products presenting a lesser degree of risk shall not constitute grounds for considering a product to be "dangerous".'

5. The renumbered paragraph 5 of Article 7 of Law 2251/1994 is hereby replaced as follows:

'5. When marketing their products suppliers are obliged to comply with the rules of Community and Greek law, the standards adopted on the health and safety of persons, the recommendations of the European Commission of assessing product safety, codes of good practice which apply in a specific sector and the existing state of the art and technology on safety, which consumers are reasonably entitled to expect.

By means of decision of the Minister of Development or joint decision of that minister and any other competent minister in the circumstances, the references for standards which apply in Greece for each category of product and each specific issue and related modalities concerning compliance with general product safety requirements shall be laid down in accordance with the relevant provisions of Joint Ministerial Decision No. Z3/2810/2004 (Government Gazette 1885 B). A similar decision may be issued laying down control, sampling, laboratory testing of products and restrictive measures concerning marketing thereof, a list of sample testing laboratories and product certification bodies shall be drawn up and all specific issues and related modalities shall be regulated.'

6. The renumbered paragraph 6 of Article 7 of Law 2251/1994 is hereby replaced as follows:

'6. Products which, when used in normal or foreseeable conditions, present or could present serious risks to consumer health and safety, shall be recalled, withdrawn or impounded for preventative purposes by the competent authority in each case. The procedure, terms and conditions for recall, withdrawn, marketing subject to conditions, release, destruction and the general fate of the products and all specific issues and modalities shall be regulated by means of decision of the Minister of Development or joint decision of that minister and any other competent minister under the circumstances.

The measures referred to in the previous paragraph shall also apply to products which, despite meeting general safety requirement criteria in line with the provisions of Joint Ministerial Decision No. Z3/ 2810/2004 present serious risks to consumer

health and safety.'

7. The following new paragraphs 7, 8, 9, 10, 11, 12, 13 and 14 are hereby inserted after renumbered Article 7(6) of Law 2251/1994:

'7. Within the context of their duty cited in paragraph 1 producers are obliged:

a) shall provide consumers with the relevant information in the Greek language to enable them to assess the risks inherent in a product throughout the normal or reasonably foreseeable period of its use, where such risks are not immediately obvious without adequate warnings, b) take suitable measures commensurate with the characteristics of the products which they supply, enabling consumers to be informed of risks which these products might pose and, choose to take appropriate action including, if necessary to avoid these risks, adequately and effectively warning consumers, withdrawal or recall of products from the market, or return by consumers. These measures shall be undertaken on a voluntary basis or at the request of the competent authorities.

Products shall be recalled where the producers consider this necessary or this is required by a competent authority provided that other measures are not sufficient to prevent the potential risks.

8. Distributors within the context of their activities shall be obliged to contribute to compliance with the requirements on the marketing of safe products, by showing all due diligence, and in particular by not supplying products which they know or should have presumed, on the basis of the information in their possession and as professionals, do not comply with those requirements.

The burden of proving such lack of knowledge shall lie with the distributor.

Distributors shall participate in monitoring the safety of products placed on the market, and shall cooperate to that end with producers and the competent authorities especially by passing on information on product risks, and by providing the documentation necessary for tracing the origin of products.

9. Where suppliers know or ought to know, on the basis of the information in their possession and as professionals, that a product that they have placed on the market poses risks to the consumer that are incompatible with the general safety requirement, they shall immediately inform the Secretariat General for Consumers and all other competent authorities in order to prevent such risks.

10. Suppliers shall be obliged to cooperate with the competent authorities, at the request of the latter, on action taken to avoid the risks posed by products which they supply or have supplied to consumers.

11. By means of joint decision of the Minister of Development and any other competent minister under the circumstances, the authorities which are competent for checking product compliance with their safety requirements shall be designated and their duties, cooperation with each other and the competent authorities of Member States of the EU and all specific issues and modalities shall be laid down. A similar decision shall be issued laying down the sanctions and procedure for imposing them for infringements of the provisions of this Article.

12. The decisions referred to in paragraph 6 shall be sent by recorded delivery to the parties concerned. An appeal may be lodged against such decision to the Minister of Development within a deadline of 30 days from notification of the decision. The Minister of Development shall decide on the appeal within a deadline of 60 days from the date on which it is brought.

13. Public services and authorities which, in discharging their duties, ascertain the existence of unsafe or dangerous products are obliged to promptly dispatch the relevant information of the Secretariat General for Consumers.

14. Specific provisions of the relevant legislation concerning specific items or categories of products are not affected by the provisions of this Article.'

#### **Article 9**

A new Article 7a is hereby inserted into Law 2251/1994 after Article 7, the text of

which is as follows:

#### Article 7a

##### Mental health of minors

1. Suppliers are obliged to market products whose purpose, use or marketing conditions do not entail risks to the mental, intellectual or moral development of minors. For the purposes of this Article, supplier also includes the producer of a consumer product within the meaning of Article 6(2), his representative, the importer of a consumer product to a Member State of the EU and any professional involved in the supply chains for the purchase of a consumer product who can affect its safety features, and the distributor.'

2. Products which entail risks to the mental, intellectual or moral development of minors are those products which:

a) provoke insecurity or fear in minors;

b) directly or indirectly encourage aggressive behaviour and in particular the use or exercise of violence;

c) prejudice human dignity;

d) encourage the adoption of standards of behaviour not in line with the moral and legal rules of modern society or which are harmful to the environment;

e) introduce discrimination on grounds of race, sex, religion, nationality or disability;

f) encourage addictions and activities harmful to them.

3. The Minister of Development may issue a decision having obtained an opinion from the Committee cited in paragraph 4 to impose restrictive or corrective measures to protect minors on the circulation of products which, under normal or foreseeable conditions entail serious risks to the mental, intellectual or moral development of minors, and to amend their labelling or to subject marketing to certain conditions. This decision may be challenged by an appeal in line with Article 7(12) which applies by analogy.

4. A Committee for the Protection of Minors is hereby established within the Secretariat General for Consumers of the Ministry of Development which shall be and advisory and consultative organ of the Secretariat General for Consumers on matters relating to the implementation of this Article. This Committee which shall be set up by decision of the Minister of Development shall be comprised of: a) a representative of the Citizen's Ombudsman, b) a representative of the Consumers Ombudsman, c) a representative of the Institute of Child Health, d) a member of the teaching and research staff of a university with specialist knowledge on issues of child psychology or sociology, e) a representative of the National Market and Consumer Council drawn from consumer organisations, f) a representative of the Central Union of Chambers of Greece, g) a representative of the Games Industries Association, h) a representative of the National Federation for Greek Trade and i) a representative of the Secretariat General for Consumers. Members of the Committee shall be nominated along with their substitutes by the relevant bodies within a deadline of 30 days from notification of an invitation to that effect from the Minister of Development. If these bodies do not nominate representatives within the deadline cited in the previous indent, they shall be appointed by the Minister of Development. Members of the Committee, their substitutes, the Chairman and Vice Chairman and the secretary shall be appointed to serve for a period of 2 years by means of decision of the Minister of Development. A similar decision shall regular specific issues on the competences and operation of the Committee and all related modalities. A joint decision of the Ministers of Finance & Economy and Development may be issued setting the remuneration of members of the Committee and the secretary.

5. Producers, importers of electronic leisure products or past times such as electronic games and video games, or their representatives in Greece shall be obliged to classify their products depending on the age groups to which they are addressed.

The criteria for classifying such products, the labelling, and advertising thereof may

not be contrary to the provisions of paragraph 2 and the codes of good practice prepared by the Committee cited in paragraph 4 in cooperation with the bodies concerned and the Secretariat General for Consumers.

6. Enterprises which make available use of electronic games to consumers free of charge or for a fee are obliged to comply with the labelling requirements in the previous paragraph in areas to which children have access.

7. The provisions of this Article shall apply without prejudice to more specific national or Community provisions.'

#### **Article 10**

1. Article 8(1) of Law 2251/1994 is hereby replaced as follows:

'1. Service providers shall be liable for all proprietary damage or moral harm wrongfully and deliberately caused by their acts or omissions in providing services to consumers. Service provider means any person, who in the course of his professional activity, provides a service in an independent manner.'

2. The second indent of Article 8(2) of Law 2251/1994 is hereby repealed.

3. Article 8(4) of Law 2251/1994 is hereby replaced as follows:

'4. The service provider shall bear the burden of proving the absence of wrongdoing or fault. In relation to the lack of fault regard shall be had to the reasonably expected safety and all specific conditions, especially:

- a) the nature and scope of the service, particularly in relation to the degree of risk;
- b) the presentation and method of providing the service;
- c) the time at which it was provided;
- d) the value of the service provided;
- e) the freedom of action left to the prejudiced party in the context of the service;
- f) whether the prejudiced party belongs to a category or disadvantaged or vulnerable people and
- g) whether the service provided was voluntarily provided.'

4. Article 8(5) of Law 2251/1994 is hereby replaced as follows:

'5. The existence of or possibility of provided a better service at the time the specific service was provided or later shall not constitute fault on its own.'

#### **Article 11**

1. Article 9(1) of Law 2251/1994 is hereby replaced and supplemented as follows:

'1. a) Advertising for the purpose of this law means any representation in any medium in connection with a trade, business, craft or profession in order to promote the supply of goods or services, including immovable property, and related rights and obligations.

b) For the purposes of this Article, supplier means any natural or legal person who is acting for purposes relating to his trade, business, craft or profession and anyone acting in the name of or on behalf of a supplier.

c) For the purposes of this Article, code owner means any entity, including a supplier or group of suppliers, which is responsible for the formulation and revision of a code of conduct and/or for monitoring compliance with the code by those who have undertaken to be bound by it.'

2. Article 9(2), (3), (4), (5), (6) and (7) of Law 2251/1994 are hereby repealed.

3. Article 9(8) of Law 2251/1994 is hereby renumbered as paragraph (2) and is replaced as follows:

'2. Comparative advertising means any advertising which explicitly, indirectly or by implication identifies a specific competitor or goods or services offered by a competitor. Such advertising, in relation to comparison, is permitted where:

- a) it is not misleading within the meaning of Articles 9d and 9e.
- b) it compares goods or services meeting the same needs or intended for the same purpose;
- c) it objectively compares one or more material, relevant, verifiable and

representative features of those goods and services, which may include price;  
d) it does not discredit or denigrate the trade marks, trade names, other distinguishing marks, goods, services, activities or circumstances of a competitor;  
e) for products with designation of origin, it relates in each case to products with the same designation;  
f) it does not take unfair advantage of the reputation of a trade mark, trade name or other distinguishing marks of a competitor or of the designation of origin of competing products;  
g) it does not present goods or services as imitations or replicas of goods or services bearing a protected trade mark or trade name; and  
h) it does not create confusion among suppliers, between the advertiser and a competitor or between the advertiser's trade marks, trade names, other distinguishing marks, goods or services and those of a competitor.

4. Paragraphs 8a and 9 of Article 9 of Law 2251/1994 are hereby renumbered as (3) and (4) respectively.

5. Article 9(10), (11), (12) and (13) of Law 2251/1994 are hereby repealed and after renumbered paragraph (4) a new paragraph (5) is inserted, the text of which is as follows:

'5. Broadcasting of an advertising message directly to consumers by phone, fax, email, direct call or other electronic communication medium is only permitted where the terms and conditions laid down in Article 11 of Law 3471/2006 are met'.

6. A new paragraph 6 is hereby inserted after Article 9(5) of Law 2251/1994, the text of which is as follows:

'6. Television stations are prohibited from broadcasting advertisements for children's games from 07:00 to 22:00 hours each day. For the purpose of implementing the previous indent, television stations shall be deemed to be suppliers within the meaning of paragraph 1.'

7. Article 9(14) of Law 2251/1994 is hereby renumbered as paragraph 7.

8. A new paragraph 8 is hereby inserted after Article 9(7) of Law 2251/1994, the text of which is as follows:

'8. 'Where the provisions of this Article are infringed, the provisions of Article 9i shall apply by analogy.'

## **PART II UNFAIR COMMERCIAL PRACTICES**

### **Article 12**

Articles 9a, 9b, 9c, 9d, 9e, 9f, 9g, 9h and 9i are hereby inserted into Law 2251/1994 after Article 9 the text of which is as follows:

'Article 9a

Definitions

For the purposes of the provisions of this Part of the Law the terms below shall have the following meaning:

a) Consumer means any natural person who is acting for purposes which are outside his trade, business, craft or profession.

b) Supplier means any natural or legal person who is acting for purposes relating to his trade, business, craft or profession and anyone acting in the name of or on behalf of a supplier.

c) Product means any goods or service including immovable property, rights and obligations;

d) Business-to-Consumer Commercial Practices means any act, omission, course of conduct or representation, commercial communication including advertising and marketing, by a supplier, directly connected with the promotion, sale or supply of a product to consumers;

- e) Material distortion of the economic behaviour of consumers means use of a commercial practice to appreciably impair the consumer's ability to make an informed decision, thereby causing the consumer to take a transactional decision that he would not have taken otherwise;
- f) Code of conduct means an agreement or set of rules not imposed by law, regulation or administrative provision which defines the behaviour of suppliers who undertake to be bound by the code in relation to one or more particular commercial practices or business sectors;
- g) Code owner means any entity, including a supplier or group of suppliers, which is responsible for the formulation and revision of a code of conduct and/or for monitoring compliance with the code by those who have undertaken to be bound by it;
- h) Professional diligence means the standard of special skill and care which a supplier may reasonably be expected to exercise towards consumers, commensurate with honest market practice and/or the general principle of good faith in the supplier's field of activity;
- i) invitation to purchase means a commercial communication which indicates characteristics of the product and the price in a way appropriate to the means of the commercial communication used and thereby enables the consumer to make a purchase;
- j) Undue influence means exploiting a position of power in relation to the consumer so as to apply pressure, even without using or threatening to use physical force, in a way which significantly limits the consumer's ability to make an informed decision;
- k) Transactional decision means any decision taken by a consumer concerning whether, how and on what terms to purchase, make payment in whole or in part for, retain or dispose of a product or to exercise a contractual right in relation to the product, whether the consumer decides to act or to refrain from acting;
- l) Regulated profession means a professional activity or a group of professional activities, access to which or the pursuit of which, or one of the modes of pursuing which, is conditional, directly or indirectly, upon possession of specific professional qualifications, pursuant to laws, regulations or administrative provisions.

#### Article 9b

##### Scope

1. Without prejudice to (a) Community and national rules on issues of product health and safety, (b) any conditions of establishment or of authorisation regimes, or to the deontological codes of conduct or other specific rules governing regulated professions in order to uphold high standards of integrity on the part of the professional, which Member States may, in conformity with Community law, impose on professionals, the provisions of this part shall apply to unfair commercial practices of suppliers in respect of consumers.
2. The provisions of this part shall not apply to certification and indication of the standard of fineness of articles of precious metal.
3. Where the provisions of this part conflict with other rules of Community law which regulate specific aspects of unfair practices those rules shall take precedence.

#### Article 9c

##### Prohibition of unfair commercial practices

1. Unfair commercial practices adopted before, during or after the commercial transactions related to a specific product shall be prohibited.
2. A commercial practice is unfair where it is contrary to the requirements of professional diligence and it materially distorts or is likely to materially distort the economic behaviour with regard to the product of the average consumer whom it reaches or to whom it is addressed, or of the average member of the group when a commercial practice is directed to a particular group of consumers.

3. Commercial practices which are likely to materially distort the economic behaviour only of a clearly identifiable group of consumers who are particularly vulnerable to the practice or the underlying product because of their mental or physical infirmity, age or credulity in a way which the supplier could reasonably be expected to foresee, shall be assessed from the perspective of the average member of that group. The previous indent shall apply without prejudice to the common and legitimate advertising practice of making exaggerated statements or statements which are not meant to be taken literally.

4. Commercial practices are unfair particularly when they are misleading or aggressive as defined in Articles 9d, 9e, 9f and Articles 9g and 9h respectively.

#### Article 9d

##### Misleading actions

1. A commercial practice shall be regarded as misleading if it contains false information and is therefore untruthful or in any way, including overall presentation, deceives or is likely to deceive the average consumer, even if the information is factually correct, in relation to one or more of the following elements, and in either case causes or is likely to cause him to take a transactional decision that he would not have taken otherwise. This elements are:

a) the existence or nature of the product;

b) The main characteristics of the product, such as its availability, benefits, risks, execution, composition, accessories, after-sale assistance to consumers and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product;

c) the extent of the supplier's commitments, the motives for the commercial practice and the nature of the sales process, any statement or symbol in relation to direct or indirect sponsorship or approval of the supplier or the product;

d) the price or the manner in which the price is calculated, or the existence of a specific price advantage;

e) the need for a service, part, replacement or repair;

f) the nature, attributes and rights of the supplier or his agent, such as his identity and assets, his qualifications, status, approval, affiliation or connection and ownership of industrial, commercial or intellectual property rights or his awards and distinctions;

g) the consumer's rights, including the right to replacement or reimbursement under Article 5.

2. A commercial practice shall also be regarded as misleading if, in its factual context, taking account of all its features and circumstances, it causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise, and it involves:

a) Any marketing of a product, including comparative advertising, which creates confusion with any products, trade marks, trade names or other distinguishing marks of a competitor;

b) non-compliance by the supplier with commitments contained in codes of conduct by which the supplier has undertaken to be bound, where the commitment is not aspirational but is firm and is capable of being verified, and the supplier indicates in a commercial practice that he is bound by the code.

#### Article 9e

##### Misleading omissions

1. A commercial practice shall be regarded as misleading if, in its factual context,



taking account of all its features and circumstances and the limitations of the communication medium, it omits material information that the average consumer needs, according to the context, to take an informed transactional decision and thereby causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise.

2. It shall also be regarded as a misleading omission when, taking account of the matters described in paragraph 1, a supplier hides or provides in an unclear, unintelligible, ambiguous or untimely manner such material information as referred to in that paragraph or fails to identify the commercial intent of the commercial practice if not already apparent from the context, and where, in either case, this causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise.

Where the medium used to communicate the commercial practice imposes limitations of space or time, these limitations and any measures taken by the supplier to make the information available to consumers by other means shall be taken into account in deciding whether information has been omitted.

4. In the case of an invitation to purchase, the following information shall be regarded as material, if not already apparent from the context:

a) the main characteristics of the product, to an extent appropriate to the medium and the product;

b) The geographical address and the identity of the supplier, such as his trading name and, where applicable, the geographical address and the identity of the supplier on whose behalf he is acting;

c) the price inclusive of taxes, or where the nature of the product means that the price cannot reasonably be calculated in advance, the manner in which the price is calculated, as well as, where appropriate, all additional freight, delivery or postal charges or, where these charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;

d) The arrangements for payment, delivery, performance and the complaint handling policy, if they depart from the requirements of professional diligence;

e) for products and transactions involving a right of withdrawal or cancellation, the existence of such a right;

5. Information requirements established by Community law in relation to commercial communication including advertising or marketing shall be regarded as material.

## Article 9f

### Instances of misleading commercial practices

In all circumstances commercial practices relating to the following shall be prohibited as misleading:

a) Claiming to be a signatory to a code of conduct when the supplier is not.

b) Displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation

c) Claiming that a code of conduct has an endorsement from a public or other body which it does not have.

d) Claiming that a supplier (including his commercial practices) or a product has been approved, endorsed or authorised by a public or private body when he/it has not or making such a claim without complying with the terms of the approval, endorsement or authorisation.

e) Making an invitation to purchase products at a specified price without disclosing the existence of any reasonable grounds the supplier may have for believing that he will not be able to offer for supply or to procure another supplier to supply, those products or equivalent products at that price for a period that is, and in quantities that are, reasonable having regard to the product, the scale of advertising of the product and the price offered (bait advertising)

- f) Making an invitation to purchase products at a specified price and then:
  - aa) refusing to show the advertised item to consumers or
  - bb) refusing to take orders for it or deliver it within a reasonable time
  - cc) demonstrating a defective sample of it, with the intention of promoting a different product (bait and switch)
- g) Falsely stating that a product will only be available for a very limited time, or that it will only be available on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice.
- h) Undertaking to provide after-sales service to consumers with whom the supplier has communicated prior to a transaction in a language which is not an official language of the Member State where the supplier is located and then making such service available only in another language without clearly disclosing this to the consumer before the consumer is committed to the transaction.
- i) Stating or otherwise creating the impression that a product can legally be sold when it cannot.
- j) Presenting rights given to consumers in law as a distinctive feature of the supplier's offer.
- k)\* Using announcements in the media to promote a product paid for by the supplier without making that clear in the content of the announcement or by images or sounds clearly identifiable by the consumer (advertorial) without prejudice to the provisions of Presidential Decree 100/2000 (Government Gazette 98/A) as in force.
- l) Making a materially inaccurate claim concerning the nature and extent of the risk to the personal security of the consumer or his family if the consumer does not purchase the product.
- m) Promoting a product similar to a product made by a particular manufacturer in such a manner as deliberately to mislead the consumer into believing that the product is made by that same manufacturer when it is not.
- n) Establishing, operating or promoting a pyramid promotional scheme where a consumer gives consideration for the opportunity to receive compensation that is derived primarily from the introduction of other consumers into the scheme rather than from the sale or consumption of products.
- o) Claiming that the supplier is about to cease trading or move premises when he is not.
- p) Claiming that products are able to facilitate winning in games of chance.
- q) Falsely claiming that a product is able to cure illnesses, dysfunction or malformations.
- r) Passing on materially inaccurate information on market conditions or on the possibility of finding the product with the intention of inducing the consumer to acquire the product at conditions less favourable than normal market conditions.
- s) Claiming in a commercial practice to offer a competition or prize promotion without awarding the prizes described or a reasonable equivalent.
- t) Describing a product as "gratis", "free", "without charge" or similar if the consumer has to pay anything other than the unavoidable cost of responding to the commercial practice and collecting or paying for delivery of the item.
- u) Including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that he has already ordered the marketed product when he has not.
- v) Falsely claiming or creating the impression that the supplier is not acting for purposes relating to his trade, business, craft or profession, or falsely representing oneself as a consumer.
- w) Creating the false impression that after-sales service in relation to a product is

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\* The Greek text inconsistently uses the Greek system of lettering as numbering at this point. • is followed by ••, •• to •• in this system and not directly by •, •• and so on as shown here.

available in a Member State other than the one in which the product is sold

#### Article 9g

##### Aggressive commercial practices

1. A commercial practice shall be regarded as aggressive if, in its factual context, taking account of all its features and circumstances, by harassment, coercion, including the use of physical force, or undue influence, it significantly impairs or is likely to significantly impair the average consumer's freedom of choice or conduct with regard to the product and thereby causes him or is likely to cause him to take a transactional decision that he would not have taken otherwise.

2. In order to determine whether a commercial practice uses harassment, coercion, including the use of physical force, or undue influence, regard shall be had in particular to:

- a) Its timing, location, nature or persistence;
- b) the use of threatening or abusive language or behaviour;
- c) the exploitation by the supplier of any specific misfortune or circumstance of such gravity as to impair the consumer's judgement, of which the supplier is aware, to influence the consumer's decision with regard to the product;
- d) any onerous or disproportionate non-contractual barriers imposed by the supplier where a consumer wishes to exercise rights under the contract, including rights to terminate a contract or to switch to another product or another supplier
- e) any threat to take any action that cannot legally be taken.

#### Article 9h

##### Instances of aggressive commercial practices

Commercial practices relating to the following shall be prohibited as aggressive:

- a) Creating the impression that the consumer cannot leave the premises until a contract is formed.
- b) Conducting personal visits to the consumer's home ignoring the consumer's request to leave or not to return except in circumstances and to the extent justified, under national law, to enforce a contractual obligation.
- c) Making persistent and unwanted solicitations to customers in public places by telephone, fax, e-mail or other remote media except in circumstances and to the extent justified to enforce a contractual obligation, without prejudice to Article 4(6) of this law and the provisions of Law 2472/1997 (Government Gazette 50/A) as in force.
- d) Requiring a consumer who wishes to claim on an insurance policy to produce documents which could not reasonably be considered relevant as to whether the claim was valid, or failing systematically to respond to pertinent correspondence, in order to dissuade a consumer from exercising his contractual rights.
- e) Including in an advertisement a direct exhortation to children to buy advertised products or persuade their parents or other adults to buy advertised products for them.
- f) Demanding immediate or deferred payment for or the return or safekeeping of products supplied by the supplier, but not solicited by the consumer except where the product is a substitute supplied in conformity with Article 4(5).
- g) Explicitly informing a consumer that if he does not buy the product or service, the supplier's job or livelihood will be in jeopardy.
- h) Creating the false impression that the consumer has already won, will win, or will on doing a particular act win, a prize or other equivalent benefit, when in fact either there is no prize or other equivalent benefit, or taking any action in relation to claiming the prize or other equivalent benefit is subject to the consumer paying money or incurring a cost.

Article 9i  
Sanctions

1. All consumers and/or consumer associations shall be entitled, where the provisions of Articles 9c to 9h are infringed, to request that the courts stop all unfair commercial practices and that they not be repeated in the future, and may also request compensation for losses incurred due to such practices. The judicial remedies cited in the previous indent may be exercised separately or together against one or more suppliers in the same economic sector or against the code owner where it promotes a code which encourages non-compliance with the provisions of this part.
2. On a request the Court may order publication of a decision in the press or using other reasonable means ordering the cessation of the unfair commercial practice in whole or in part and publication of a corrective statement by the perpetrator.
3. The supplier accused of infringing the provisions of this part shall be obliged to provide the Court with evidence on the accuracy of the actual claims made concerning the commercial practice, where this is considered necessary by the court in light of the circumstances of the specific case having regard to the legitimate interests of all parties. If this evidence is not submitted or is found inadequate, the claims or the plaintiff consumer/s shall be deemed to be true.
4. Review of unfair commercial practices may also be carried out by code owners where the relevant provisions on appeals to those bodies so provide. Appeals under the procedures cited in the previous indent shall not entail waiver of a right of recourse to the courts.
5. The Minister of Development may issue a decision ordering the direct cessation of an unfair commercial practice on grounds of public interest. Where that decision is not complied with, the perpetrator shall be subject to the sanctions cited in Article 13a of this law.'

**PART III**  
**Article 13**

Article 10 of Law 2251/1994 is hereby replaced as follows:

- '1. Consumer associations shall be established as unions and shall be governed by the provisions of this Article and the Hellenic Civil Code. The sole purpose of consumer associations shall be to protect the rights and interests of consumers. They shall represent consumers on those bodies on which they are entitled to sit, shall inform and provide advice to consumers, represent them in and out of court and shall open class actions in accordance with the provisions hereof.
2. Consumer associations shall exist at either level one or level two. Only natural persons may be members of level one consumer associations. Only level one consumer associations may be members of level two consumer associations. In order to establish a level one consumer association at least 100 founding members are required. In municipalities with a population of up to 5,000 residents, 50 founding members are sufficient. Consumer associations may establish offices away from their seat. No natural person may participate in more than one level one consumer association. At least five level one consumer associations are required in order to establish a level two consumer association. No level one consumer association may participate in more than one level two consumer association. Consumer associations may organise other levels in the same manner that level two consumer associations are organised.
3. Consumer associations shall acquire legal personality upon entry in the Consumer Associations Register (hereinafter the Register).
4. The Register in which all consumer associations, regardless of level, are entered shall be kept by the Secretariat General for Consumers of the Ministry of Development. The Register shall be a public register citing the tax registration

number of each consumer association. Any interested party may access the entries in the register and request a copy or certificate relating to those entries. The seal, headed notepaper and documents of consumer associations shall necessarily cite their Register number. Issues relating to the implementation of this paragraph and all modalities shall be regulated by means of decision of the Minister of Development.

5. Consumer associations shall keep the following books in hard copy or electronic format which shall be numbered and officially stamped by the Clerk of the Court of First Instance at their seat: a) A register of members. The register of members of level one consumer associations shall set out the name, surname, occupation, home address, ID card No. and date of entry and removal of each member. The register of members of level two consumer associations shall set out their name and seat, the number of registered members, the date of entry and removal and court rulings approving or amending the Articles of Association of members comprising those associations. b) the register of minutes of the General Meeting of members. c) the Register of minutes of the management body. d) the Treasury Book which presents in chronological order all monies received and payments made, and e) The Assets Register which shows all moveable and immovable assets of the association.

6. Consumer associations shall have the following resources only:

- a) Registration fees, subscriptions and voluntary contributions made by members.
- b) Income from exploitation of their assets.
- c) Bequests and legacies.
- d) State grants or subsidies from level one or level two local government authorities.
- e) Aid from the European Union, international organisations and international consumer associations.
- f) 35% of the amounts awarded under paragraph 22 and
- g) Monies collected from the sale of printed materials and public events.

7. Applications for aid for consumer associations at all levels shall be submitted to the Secretariat General for Consumers. Applications for associations must be accompanied by an overheads budget and plan of proposed actions for the forthcoming year and a detailed report on the previous year. The Secretariat General for Consumers shall assess the proposed actions and may grant aid having obtained an opinion from the National Consumers and Market Council (ESKA) based on criteria laid down in a decision of the Minister of Development published in the Government Gazette.

All decisions to grant aid to consumer associations at any level from any body must be notified to the Secretariat General for Consumers. Failure to send such notice shall entail the association being precluded from receiving subsidies from the Secretariat General for Consumers for a period of 3 years.

8. Consumer associations are prohibited from receiving donations, contributions or aid of other types from suppliers or their organisations and from political parties or other political organisations of any type.

The concept of supplier includes natural persons holding the position of chairman, managing or executive director or legal representative of a company limited by shares.

9. Consumer associations at any level may not be housed in premises used as residence or business premises of legal entities or natural persons who are members.

10. Consumer associations are prohibited from advertising the businesses of suppliers in any manner.

11. All persons convicted on the basis of final judgement for breach of trust, fraud, forgery, embezzlement, bribery, and infringement of the law on middlemen and narcotics are prohibited from participating in the Boards of Directors of consumer associations.

Members of the Boards of Directors of consumer associations at all levels are not permitted to receive any form of remuneration for the services provided, with the

exception of amounts intended to cover expenses to meet the objectives of the associations where this is demonstrated by receipts lawfully issued.

12. The Secretariat General for Consumers shall establish a five-member committee comprised of: a) the head of a Directorate from within the Secretariat as Chairman appoint along with his substitute by the General Secretary for Consumers, b) two representatives of consumer associations which are members of ESKA and c) two representatives of bodies appointed in Article 12(2)(l) to (r), (t) to (u), (y) to (aa) and to (ee) and (ff)\*. The members referred to in (b) and (c) above shall be elected along with their substitutes by ESKA. Members of the Committee shall be appointed by means of decision of the Minister of Development to serve for a period of 3 years. Members from ESKA are not permitted to be appointed for two consecutive terms in office. The task of this Committee is to certify the actual operation of consumer associations and compliance with paragraphs 5, 6, 8 and 11. Certificates shall be withdrawn where consumer associations at any level are not active for two consecutive years or do not comply with the provisions of paragraphs 8 and 11.

Inactive consumer associations are not entitled to state grants or subsidies from level one and level two local government authorities.

13. The provisions of Article 11 of Law 1264/1982 (Government Gazette 79/A) as in force and Article 6(2) to (5) of Legislative Decree 4361/1964 (Government Gazette 149/A) as in force shall apply by analogy to elections held by level one and level two consumer associations.

14. Without prejudice to the provisions of Law 2472/1997 as in force, and Law 2690/1999 (Government Gazette 45/A) consumer associations at all levels shall be entitled to request and receive information on issues relating to consumer interests from public services, public law bodies corporate, public organisations and corporations, legal entities in the wider public sector as defined from time to time and legal entities engaged in charitable activities.

15. All consumer associations shall have legal standing to request from courts and administrative authorities all manner of legal protection for the rights of their members as consumers. In particular they shall be entitled to open actions, request injunctions, request annulments or seek recourse against administrative decisions and claim damages in criminal actions. All consumer associations are entitled to lodge interventions in pending actions of their members to support their rights as consumers.

16. Consumer associations which have at least 500 active members which are entered in the consumer associations register at least one year beforehand may open all manner of actions to protect the general interests of consumers (class actions). The actions referred to in the previous indent may also be opened when the unlawful conduct affects the interests of at least 30 consumers.

In particular consumer associations may request:

a) the cessation of unlawful conduct by the supplier even before it occurs, particular when it entails an infringement of the provisions of:

aa) Articles 2, 3, 4, 4a, 5, 6, 7, 7a, 8, 9, 9a to 9i of this law;

bb) Joint Ministerial Decision No. F1-983-1991 on consumer credit – transposition of Directive 87/102/EEC of 22 December 1986 as amended by Directive 90/88/EEC of 22 February 1990 into Greek law (Government Gazette 172/B), as in force.

cc) Presidential Decree 339/1996 on package holidays in compliance with Directive 90/314/EEC (OJ L 158 p/ 59) on package travel, package holidays and package tours (Government Gazette 225/A) as in force.

dd) Ministerial Decision No. DYG 3(a)/83567 on transposition of the relevant community legislation into Greek law in the field of production and circulation of medicinal products intended for human use in compliance with Directive 2001/1983/EC on a "Community code relating to medicinal products for human use"

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\* The inconsistency in the lettering as numbering system is evident here.

amended by Directive 2004/27/EC and 2004/24/EC on traditional herbal medicine products and Article 31 of Directive 2002/98/EC setting standards of quality and safety for the collection, testing, processing, storage and distribution of human blood and blood components (Government Gazette 59/B).

ee) Presidential Decree 182/1999 on the transposition into Greek law of the provisions of Directive 94/47/EC of the European Parliament and the Council of 26 October 1994 on the protection of purchasers in respect of certain aspects of contracts relating to the purchase of the right to use immovable properties on a timeshare basis (OJ L 280, 29.10.1994) (Government Gazette 171/A) as in force.

ff) Presidential Decree 131/2003 on the transposition of Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (the e-commerce directive) into Greek law (Government Gazette 166/A) as in force.

gg) Law 2328/1995 on the legal regime governing private television and local radio, regulation of issues concerning the radio-television market and other provisions (Government Gazette 159/A) and

hh) Presidential Decree 100/2000 on the transposition into Greek radio-television legislation of the provisions of Directive 97/36/EC of the European Parliament and of the Council of 30 June 1997 (OJ L 202) amending Council Directive 89/552/EEC on the coordination of certain provisions laid down by law, regulation or administrative action in Member States concerning the pursuit of television broadcasting activities (OJ L 298, 17.10.1989, p. 23).

When the unlawful conduct occurs after a recommendation or indication from associations of suppliers or where such associations engage in unlawful conduct, the cessation of such conduct may also be requested by them. The consumer association may also request the impoundment, withdrawal or destruction of defective products which are dangerous to the safety and health of consumers, and that measures be taken such as suitable publication of all or part of the decision and/or publication of a corrective statement, to ensure that the ongoing effects of the infringement are removed.

b) financial satisfaction for moral harm. In order to determine the level of financial satisfaction, the court shall have regard to the degree of which the legal order is affected by the unlawful conduct, the size of the supplier's business and in particular its turnover and the general and specific need for prevention.

c) injunctive measures to protect the claims of consumers to redress unlawful conduct or financial satisfaction until a final enforceable judgement is issued. In the case of defective products which are dangerous to consumer health and safety, impoundment may also be ordered as an injunctive measure.

d) Acknowledgement of the right to restitution of losses incurred by consumers due to the unlawful conduct.

17. A class action in line with the provisions of the previous indent may be opened in common by more than one level one consumer association even if each of them has an active number of members below the minimum threshold set, where the total number of active members of all associations exceeds that limit. Class actions may be opened jointly by more than one level one or level two consumer association even if the level one consumer association has a number of active members less than the lower threshold set. A class action shall be opened by decision of the Board of Directors of the consumer association. Active members of associations are all persons who have paid their subscriptions. The number of members shall be demonstrated by a joint solemn statement signed by members of the Board of Directors of the relevant consumer association.

18. The class action shall be opened within a deadline of 6 months from the last occurrence of the unlawful conduct on which it is based. By way of exception, the requirements of paragraph 16(d) shall be subject to the statute-barring provisions in Article 937 of the Hellenic Civil Code.

19. The multi-member Court of First Instance at the respondent's place of residence or seat shall alone be competent to try the class action. If the class action relates to radio-television advertising, the multi-member Court of First Instance at the seat of the radio or television station shall be competent to try the class action.

20. Class actions referred to in paragraph 16(a) and (b) shall be tried on an ex parte basis on the next available date for a hearing. The court may order that its judgement be enforced on an interim basis. The legal consequences of the judgement shall apply to all persons even if they are not parties to the action. The res judicata of the judgement which admits the action in paragraph 16(d) in whole or in part shall apply in favour of prejudiced consumers even if they did not participate in the relevant trial.

Where a court judgement in a class action referred to in paragraph 16(d) becomes final, prejudiced consumers may, on the basis of that judgement, notify the supplier in writing against whom that judgement was issued, of their claim and providing specific details thereof. 30 days after that written notification, where the claim is not satisfied, consumers may request that a payment order be issued for that claim by the court, where it is settled or may be easily settled. This claim shall be demonstrated using all private documents which, due to the type of transaction or from habit, are given as proof to consumers.

Consumer claims deriving from unlawful conduct, other than those cited in paragraphs 16(a) to (d) shall not be affected. The right of consumers to open an individual action shall not be affected by dismissal of an action by consumer associations in accordance with the provisions of paragraph 16.

21. The Minister of Development may issue a decision published in the Government Gazette setting out the terms and conditions for adapting the business activity of suppliers to the res judicata of final court rulings in consumer or consumer association actions where the consequences of that res judicata are of wider public interest for the problem-free operation of the market and consumer protection.

22. Financial satisfaction for moral harm in line with paragraph 16(b) for such infringement shall be paid only once. The amount awarded in accordance with the foregoing indent shall be used for training, information and general consumer protection, and having deducted court costs and expenses, shall be distributed as follows: a) 35% to the plaintiff consumer association, b) 35% to level two consumer associations and c) 30% to the state budget. Issues relating to the implementation of this paragraph and all modalities shall be regulated by means of decision of the Minister of Development.

23. If the action for financial satisfaction for moral harm is dismissed as clearly unfounded, the respondent supplier may request in an action on this ground, lodged within 6 months from the date on which the dismissal of the first action became final, compensation or financial satisfaction for moral harm from the plaintiff consumer association and personally from members of its Board of Directors which are jointly liable.

24. The class actions cited in paragraph 16(b) may be opened in respect of suppliers and trade, business, craft and professional chambers, and paragraphs 19 to 22 shall apply by analogy.

25. Consumer associations are not entitled to a fee from their members from services provided.

26. Consumer associations shall be responsible for the accuracy of information presented for the purpose of informing consumers. When data is presented which is based on studies carried out they are obliged to provide consumers and all parties concerned with information on how the study was carried out, such as the sampling methodology, onsite, phone or electronic interviews and the price collection method and data.

27. Disclosure of inaccurate information by consumer associations to consumers and infringement of the provisions of this law shall constitute a ground for: a) withdrawing its certification within the meaning of paragraph 12, b) removing its Board of Directors



from office, c) terminating its financing, d) expelling it from the ESKA and from collective representation bodies in line with Article 13 and e) deleting it from the Register.

Measures (a), (b) and (d) cited in the previous indent may be requested within a deadline of 6 months from the last infringement or from disclosure of the false information by any party affected by such, any member of the association, any consumer association, the competent Public Prosecutor, the Consumer Ombudsman and the General Secretary for Consumers. The committee referred to in paragraph 12 shall issue a ruling on withdrawal of certification. The competent court shall issue a ruling on removal of the association's Board of Directors from office during ex parte proceedings. If the petition is admitted, the court shall also appoint an interim Board of Directors in the same ruling. Members removed from office may not be re-elected for a period of three years from their removal. The Board of Directors shall not be removed from office if the false information or the manner in which it was announced has a minimal impact of protection of consumer interests or of the falsehood thereof is not due to deliberate acts or gross negligence of its members. ESKA shall issue a ruling on expulsion from ESKA and collective representation bodies cited in Article 13 without the involvement of the association's representatives. This decision shall be subject to approval by the Minister of Development.

28. In order to terminate financing for the consumer association and delete it from the Register a decision of the Minister of Development shall be necessary. Deletion of a consumer association from the Register shall automatically entail withdrawal of its certification.

29. The court may order the winding up of a consumer association if it repeatedly opens acts for financial satisfaction for moral harm deliberately or due to gross negligence which are rejected on a final basis of clearly unfounded. In such cases, winding up may be requested within a deadline of 1 year from the date on which the judgement dismissing the action becomes final, by the supplier which was the respondent in the trial for which the judgement was issued or the competent Public Prosecutor.

#### **Article 14**

1. Article 11(2) of Law 2251/1994 is hereby replaced as follows:

'2. The committees shall consist of three-members comprised of:

a) A lawyer who is registered with the local bar association, nominated along with his substitute by the Board of Directors of the bar association, as chairman.

b) A representative of the local chamber of commerce and industry, nominated along with his substitute by the Board of Directors of the chamber. In prefectures where there are craft and professional chambers, one representative and his substitute shall be nominated by the Board of Directors. The representative of the chamber to which the supplier belongs shall sit on the committee as appropriate in each case. Where feasible, each chamber shall appoint one representative for each sector of the market, and his substitute, to sit on the committee when deciding on disputes relating to the activities of a member of the relevant sector of the market and

c) A representative of local consumer associations, nominated along with his substitute by their Board of Directors. If there are no such associations, a representative of the level two consumer association shall sit on the committee otherwise a representative of the local labour centre nominated along with his substitute by its management. The Committee secretary, and his substitute, shall be drawn from employees of the Trade Service of the local prefectural government authority and shall be proposed to the Consumers Ombudsman by the local prefect.'

2. Article 11(4) of Law 2251/1994 is hereby replaced as follows:

3. A new paragraph 4 is hereby inserted after Article 11(3) of Law 2251/1994, the text of which is as follows:

'4. The term in office of members of amicable settlement committees shall be two

years and may be renewed once or more often.'

4. Article 11(6) of Law 2251/1994 is hereby replaced as follows:

'6. Cases shall be brought before the competent committee in each instance after a request from the consumer or the local consumer association or after a referral from the Consumers Ombudsman. Cases shall be heard in the order specified by the Chairman at the latest within 15 days from submission of the application or referral, where the parties concerned are called to attend at least 5 days beforehand. These deadlines may be extended by decision of the Committee chairman by up to 5 days where there are special grounds requiring this. Parties concerned may attend the hearing in person or be represented by an authorised attorney at law or other person duly authorised.'

5. Article 11(8) of Law 2251/1994 is hereby replaced as follows:

'8. The committee shall be lawfully met when all members are present and shall take its decisions by majority. The findings of the committee shall be notified to the Consumers Ombudsman and to the parties concerned no later than 15 days from the hearing of the case. The committee findings do not have the effect of a court ruling nor are they enforceable.'

6. Article 11(9) of Law 2251/1994 is hereby replaced as follows:

'9. The amicable settlement committee findings shall be placed on file by the relevant prefectural government authorities and any interested party may examine them and request copies thereof.'

### **Article 15**

The title of Article 12 of Law 2251/1994 and the Article itself are hereby replaced as follows:

Article 12

National Consumers and Market Council

1. The Secretariat General for Consumers of the Ministry of Development hereby establishes a National Consumers and Market Council (ESKA) which shall provide advice and opinions to the Ministry of Development. ESKA shall express the views of market players and consumers on issues relating to competitive operation of the market and consumer protection, shall duly submit proposals on promoting their lawful interests and protecting their rights and shall issue opinions on issues related to the market and consumers, and in particular on draft laws and provisions relating to consumers.

2. This Council shall consist of:

- a) The General Secretary for Consumers of the Ministry of Development;
- b) The General Secretary of Trade of the Ministry of Development;
- c) The General Secretary of Ministry of Rural Development & Food;
- d) The General Secretary of Ministry of Tourism Development;
- e) The Consumers Ombudsman;
- f) 12 representatives of consumer associations;
- g) A representative nominated by the Special Secretariat for Public Corporations and Organisations of the Ministry of Finance & Economy;
- h) A representative nominated by the Hellenic Competition Commission;
- i) A representative nominated by the Hellenic Food Authority;
- j) A representative nominated by the Hellenic Standardisation Organisation (ELOT);
- j) A representative nominated by the Bank of Greece;
- l) A representative nominated by the Hellenic Banking Association (HBA);
- m) a representative nominated by the Hellenic Retail Business Association (SELPE).
- n) a representative nominated by the General Confederation of Small and Medium Sized Businesses, Craftsmen and Traders of Greece (GSEBE).
- o) A representative nominated by the Association of Insurance Companies Greece;
- p) A representative nominated by the insurance and reinsurance brokering bodies;
- q) A representative nominated by the Hellenic Hoteliers Federation;

- r) A representative nominated by the Advertising Self-Regulation Council (SEE);
- s) A representative nominated by the National Telecommunications and Post Commission (EETT);
- t) A representative nominated by the Hellenic Distance Sales and Direct Marketing Companies Association (EPAM);
- u) A representative nominated by the Panhellenic Federation of Tourist Enterprises (POET);
- v) a representative of the General Confederation of Greek Workers (GSEE);
- w) A representative nominated by the Confederation of Public Servants (ADEDY);
- x) a representative of the Panhellenic Confederation of Unions of Agricultural Cooperatives (PASEGES);
- y) A representative nominated by the Central Union of Chambers of Greece (KEE);
- z) A representative nominated by the Federation of Greek Industry (SEB);
- aa) a representative of the National Federation of Greek Trade (ESEE);
- bb) A representative nominated by the Central Union of Municipalities and Chambers of Greece (KEDKE);
- cc) A representative nominated by the Union of Prefectural Government Authorities of Greece (ENAE);
- dd) a representative nominated by the Greek Association of Supermarkets (SESME).
- ee) a representative of the General Confederation of Greek Farmers Associations (GESASE);
- ff) a representative of the Federation of Democratic Farmers Associations of Greece (SYDASE);
- gg) the heads of the directorates of the Secretariat General for Consumers of the Ministry of Development.
- hh) Two persons with specialist knowledge of consumer protection issues.

3. Members of ESKA cited in (f) to (ee) shall be nominated along with their substitutes by the relevant bodies referred to in the previous paragraph within a deadline of 30 days from notification of an invitation to that effect from the Minister of Development. If these bodies do not nominate representatives within the deadline cited in the previous indent, they shall be appointed by the Minister of Development. In relation to the representatives of consumer associations, 9 shall be drawn from level two consumer associations and the other 3 from level one consumer associations. Each of the level two consumer associations shall appoint up to three representatives. Where the 9 positions of level two consumer association representatives are not filled by their representatives, the vacant positions shall be filled by representatives of level one consumer associations. Where a representative of a level two or higher consumer association participates in ESKA, a representative of associations which are a member of the consumer association may not participate in it. The term in office of members of ESKA is three years and may be renewed once or more for an equal period. The term in office of members of ESKA shall expire before that period in the event of death, resignation, stoppage of participation of the body they represent or expulsion of the relevant consumer association in accordance with the provisions of Article 10(27).

4. The Chairman of ESKA shall be the General Secretary for Consumers and the vice chairman a representative of consumers elected from the members of ESKA who represent consumer associations on it. ESKA shall be established by decision of the Minister of Development. The same decision shall appoint up to 2 secretaries for ESKA and the executive committee cited in paragraph 7 from among employees of the Secretariat General for Consumers.

5. ESKA shall issue its bylaws which shall be approved by decision of the Minister of Development and published in the Government Gazette. These bylaws shall lay down, among other things, the place, procedure for preparing and notifying the agenda of meetings, and invitations for them, members, decision making and publication of opinions and all specific issues and modalities.

6. ESKA shall meet at least twice a year. The Minister of Development or a representative thereof may attend the meetings and participate. Where issues relating to the competences of other ministers are being discussed at the meeting, they or their representatives may attend. The chairman, in arrangement with the Minister of Development, may invite representatives of producers, private individuals or other persons to ESKA meetings who may express their opinion but shall have no voting rights.

7. ESKA shall establish an executive committee comprised of 15 members, at least 5 of whom shall be consumer association representatives, appointed by decision of the Minister of Development. This decision shall also appoint a chairman and vice chairman from among Committee members. The executive committee shall coordinate the work of ESKA, ensure that its objectives are met and meet at least 4 times a year.

8. ESKA and its executive committee's operating expenses shall be covered by appropriations of the Secretariat General for Consumers.

9. Members of ESKA and the executive committee shall not be entitled to a fee for participating in those bodies. Members residing outside of Athens shall be paid their travel expenses in accordance with the relevant provisions'.

### **Article 16**

Article 13 of Law 2251/1994 is hereby repealed and a new Article 13 is hereby inserted in its stead, the text of which is as follows:

Article 13, Consumer Representation

1. Where national and international collective organs of public or private sector bodies require the participation of representatives from consumer associations under this law, those representatives shall be selected by being elected by representatives of consumer associations which are ESKA members. When the Secretariat General for Consumers receives requests from bodies referred to in the previous indent for the participation of consumer association representatives, it shall be obliged to dispatch such requests to all certified consumer associations. All persons interested in being elected in accordance with the above shall send a statement and résumé to the Secretariat General for Consumers by the day before the elections take place.

2. Only active members of certified consumer associations nominated by them are entitled to participate in the elections. Elections shall be conducted by secret ballot and run by the chairman of ESKA. Objections against the voting procedure shall be submitted within 3 days from the elections to the Secretariat General for Consumers and shall be examined by a three-member committee comprised of the Director of the Consumer Policy Directorate of the Secretariat General for Consumers, as chairman and 2 members of ESKA selected by lots drawn by its Chairman. The results of the ballot shall be notified to the Secretariat General for Consumers which shall notify the competent bodies concerning the representatives elected.'

### **Article 17**

A new Article 13a is hereby inserted into Law 2251/1994 after Article 13, the text of which is as follows:

Article 13a

Sanctions

1. Consumer complaints against suppliers, within the meaning of the individual provisions of this law, shall be submitted to the Secretariat General for Consumers which will send them to the supplier, asking it to reply using all reasonable means, including mail. The Supplier shall be obliged to reply in writing concerning complaints within a deadline laid down by the Secretariat General for Consumers which shall commence from notification of the said request.

2. Without prejudice to the provisions of the Hellenic Penal Code, the Market Police Code and the provisions of other specific pieces of legislation, suppliers infringing the

provisions of this law shall be submit to a fine imposed by decision of the Minister of Development ranging from €1 500 to €1 000 000. Where more than 3 decisions imposing a fine are issued in respect of the same supplier, the maximum limit of the fine shall be doubled and the Minister of Development may order the temporary suspension of its business operations or part thereof for a period ranging from 3 months to 1 year.

3. The following steps may be taken by the Minister of Development in relation to a supplier who does not reply to customer complaints in accordance with paragraph 1: a) A recommendation for compliance within a specific deadline, under threat of fine, b) imposition of a fine ranging from €500 to €5 000, c) imposition of a fine ranging from €5 000 to €50 000 in case of recalcitrance. The fines referred to in this paragraph shall be paid towards the State Budget.

4. The fines imposed in accordance with paragraphs 2 and 3 shall be collected in line with the provisions of the Hellenic Public Revenue Collection Code (Legislative Decree 356/1974, Government Gazette 90/A) and may be adjusted by means of joint decision of the Ministers of Finance & Economy and Development.

5. Where the provisions of this law are infringed, the Minister of Development may, taking into account the nature and gravity of the infringement, and the consequences on consumers in general, publish in the press or other reasonable means, the sanctions imposed line with paragraphs 2 and 3 and the restrictive measures taken in line with the relevant provisions by the competent administrative authorities or suppliers in relation to placement of consumer products on the domestic market.

6. Where infringements of the provisions of this law are committed by: a) credit institutions or enterprises and organisations in the final sector, supervised by the Bank of Greece, or b) investment firms supervised by the Hellenic Capital Market Committee, or c) insurance companies supervised by the Private Insurance Supervision Committee, the sanctions provided for in this law shall be imposed where an opinion has been obtained from the Bank of Greece, Hellenic Capital Market Commission or the Private Insurance Supervision Committee as appropriate. This opinion shall be provided on a request from the General Secretary for Consumers within a deadline of 2 months from submission of the request. If the deadline cited in the previous indent elapses, the administrative sanctions shall be imposed without such opinion. Issues relating to the implementation of this paragraph and all modalities shall be regulated by means of decision of the Minister of Development.

### **Article 18**

1. The title of Article 14 'Transitional Provisions' is hereby replaced with the title 'Transitional, Final and Repealed Provisions'.

2. Article 14(3) of Law 2251/1994 is hereby repealed and a new paragraph 3 is hereby inserted in its stead, the text of which is as follows:

'3. a) Existing consumer associations shall be obliged to obtain certification from the committee referred to in Article 10(12) within 6 months from publication of this law.

b) Prefectural government authorities shall be obliged within 6 months from publication of this law to send the Secretariat General for Consumers of the Minister of Development the registers kept in line with Article 10(6) of Law 2251/1994.

3. Article 14(7) and (8) of Law 2251/1994 is hereby repealed.

4. New paragraphs 7, 8, 9, 10, 11, 12 and 13 are hereby inserted after Article 14(6) of Law 2251/1994, the text of which is as follows:

'7. A Supplier Inspectorate is hereby established within the Secretariat General for Consumers of the Ministry of Development which shall be brought into existence by decision of the Minister of Development. The task of this inspectorate is to carry out onsite inspections of suppliers in relation to compliance with the provisions of this law. BY means of Presidential Decree issued on a proposal from the Minister of Development and any other competent minister in the circumstances, the number

and line-up of inspection teams shall be laid down and the organisation, operation, inspection procedure, collaboration between inspection teams and competent services and bodies and all specific issues and modalities shall be laid down. By means of joint decision of the Minister of Finance & Economy and Development, issues on the pay of members of such inspection teams shall be laid down.

8. Expert committees may be established by decision of the Minister of Development to assist the work of the Secretariat General for Consumers. A similar decision shall lay down the duties, number and qualifications of members of the committees, how they operate, and all specific issues and modalities. By means of joint decision of the Minister of Finance & Economy and Development, issues on the pay of members of such expert committees shall be laid down.

9. By means of decision of the Minister of Development issued within 6 months from publication of this law, the format and terms of contracts entered into between consumers and weight loss centres and gymnasiums and in particular the right of withdrawal, the method in which the price is paid, the sanctions imposed in case of breach of the provisions of the decision issued under this paragraphs and all specific issues and modalities shall be laid down.

10. The choice by the contracting parties of the law of a country which is not an EU Member State may not affect the rights of consumers contained in the provisions hereof where the case at hand is closely associated with the Greek legal order.

11. The penalty of seizure may not be imposed to satisfy the claims of credit institutions and credit providers and factoring companies from consumer loans and credit cards in respect of the immoveable property of the debtor which is proven to be his sole place of residence, where within a deadline of 15 days from service of the enforcement order, he enters a caveat in relation to the enforcement order in line with the provisions of Articles 933 et seq. of the Hellenic Code of Civil Procedure and all the following conditions are met:

a) the bank's claim overall, confirmed in the enforcement order, does not exceed the sum of €10 000;

b) no mortgage lien or mortgage has been registered by the debtor on that property in favour of the beneficiary bank;

c) the debtor is proven to be unable to discharge his contractual obligation due to no fault of his.

If the caveat cited in the first indent is not entered or it is dismissed on a final basis, imposition of seizure shall not be prevented.

12. By means of Presidential Decree issued on a proposal from the Minister of Development, the provisions of this law, Law 2251/1994 and all related laws, Presidential Decrees and regulatory decisions concerning consumer protection issues may be codified into a single text.

During codification, the articles and structure of their provisions, deletion, abridgement or extension of articles and their number, and rephrasing and rewording of the texts without any detrimental change to their meaning is permitted.

13. From the entry into effect of this law, all other general or specific provisions which regulate such issue or which are contrary to its provisions shall be repealed.'

### **Article 19**

1. The following new indents are hereby inserted into the end of Article 19(2)(g) of Law 2773/1999 (Government Gazette 286/A), the text of which is as follows:

'In addition to the production licence referred to in indent five above, by means of this law a production licence is also granted to PPC S.A. for a total capacity of up to 800 MW to replace old plants with modern ones by the year 2017. Following the commissioning of those plants, the old PPC S.A. plants shall be disassembled. By means of decision of the Minister of Development issued where an opinion from the RAE has been obtained, the general and specific terms and conditions for the licence granted by this law and the Production and Power Supply Licences Regulation

(Ministerial Decision No. D5-HL/B/F.1/oik.17951/2000, Government Gazette 1498/B) as in force, shall be laid down. The special terms of the production licence shall in particular lay down the procedure and time for disassembling old units and all specific issues and modalities.'

2. The following new indent is hereby inserted into the end of the first indent of Article 22(5) of Law 3054/2002 (Government Gazette 230/A), as in force, the text of which is as follows:

'On the islands of Crete, Kos, Rhodes, Corfu, Lesbos, Samos and Hios in particular, petrol stations may operate freely in line with the previous indent only during the summer period as defined in the decisions cited in paragraphs 1 and 3.'

3. Article 7(5)(d) of Law 3199/2003 (Government Gazette 280/A), as in force, is hereby replaced as follows:

'd) the production of power from hydroelectric projects'.

4. A new indent is hereby inserted at the end of Article 4(2) of Law 3468/2006 (Government Gazette 129/A) the text of which is as follows:

'The exemption granted in line with this paragraph may not be transferred in any manner until the project is implemented.'

### **Article 20**

1. The rights of exploration, prospecting and exploitation for hydrocarbons in the land and sea areas of Greece described here and which had been assigned as follows shall automatically revert to the State without the issuing of any act being required: a) to the then Public Petroleum Corporation (DEP) by means of Presidential Decrees 16/1976 (Government Gazette 4/A), 988/1977 (Government Gazette 337/A), 497/1978 (Government Gazette 106/A), 498/1978 (Government Gazette 106/A), 406/1979 (Government Gazette 123/A), 296/1980 (Government Gazette 81/A), 837/1980 (Government Gazette 207/A), 1/1982 (Government Gazette 703/B), 888/1981 (Government Gazette 224/A), 889/1981 (Government Gazette 224/A), 922/1981 (Government Gazette 233/A), 923/1981 (Government Gazette 233/A), 536/1984 (Government Gazette 187/A) and 255/1986 (Government Gazette 120/A) and b) the then Public Petroleum - Hydrocarbon Prospecting Corporation DEP-EKY) by means of Presidential Decrees 20/1988 (Government Gazette 7/A), 577/1988 (Government Gazette 280/A) and act of the Ministerial Council No. 417/1995 (Government Gazette 249/A), respectively.

2. The company with the corporate name Hellenic Petroleum S.A. (ELPE S.A.) into which the said companies DEP and DEP-EKY were merged by absorption in line with Article 2 of Law 2593/1998 (Government Gazette 59/A) shall be obliged to deliver to the Ministry of Development (Petroleum Policy Directorate) within 3 months from publication of this law all data, studies, maps and other documents in general which were in the possession of those companies relating to all hydrocarbon exploration, prospecting and exploitation operations on the land and sea areas cited in paragraph 1.

3. The recovered rights of the State in line with paragraph 1 shall be exercised and managed by the Petroleum Policy Directorate of the Ministry of Development.

### **Article 21** **Entry into force**

The provisions of this law shall enter into force from its publication in the Government Gazette unless individual provisions hereof specifically state otherwise.

We hereby order publication of this law in the Government Gazette and that it be enforced as a law of the State.

Athens, 6 July 2007  
THE PRESIDENT OF THE REPUBLIC

KAROLOS G. PAPOULIAS

THE MINISTERS

OF THE INTERIOR, PUBLIC  
ADMINISTRATION AND  
DECENTRALISATION  
P. PAVLOPOULOS

OF DEVELOPMENT  
G. SOUFLIAS

OF EDUCATION AND RELIGIOUS  
AFFAIRS  
M. GIANNAKOU

OF HEALTH & SOCIAL SOLIDARITY  
D. AVRAMOPOULOS

OF JUSTICE  
A. PAPALIGOURAS

OF FINANCE & ECONOMY  
G. ALOGOSKOUFIS

THE ENVIRONMENT, PLANNING &  
PUBLIC WORKS  
G. SOUFLIAS

OF EMPLOYMENT & SOCIAL  
PROTECTION  
V. MANGINAS

OF RURAL DEVELOPMENT & FOOD  
E. BASIAKOS

OF CULTURE  
G. VOULGARAKIS

OF TRANSPORT & COMMUNICATIONS  
MICHALIS LIAPIS

OF TOURIST DEVELOPMENT  
F. PALLI-PETRALIA

OF STATE  
THEODOROS ROUSSOPOULOS

Attested and the Great Seal of the State attached, Athens, 9 July 2007  
The Minister of Justice  
A. PAPALIGOURAS