

LAW OF THE REPUBLIC OF TAJIKISTAN "ON CONSUMERS' RIGHTS PROTECTION"

The present Law adjusts the attitudes arising between consumers and manufacturers, executors, sellers at sale of the goods (performance of works, rendering of services), establishes the rights of consumers to purchase of the goods (works, services) appropriate quality and safe for a life and health, reception of the information on the goods (works, services) and about their manufacturers (executors, sellers), provides the state and public protection of interests of consumers, and also is defined with the mechanism of realization of these rights.

I. GENERAL PROVISIONS

Article 1. Basic terms

The basic concepts used in the present Law:

- The consumer - the physical or legal

prospective needs of the consumer (safety, functional suitability, operational characteristics, reliability, economic, information aesthetic requirements, etc.);

- A warranty period - calendar term (in months) or operating time (in hours, cycles of operations, kilometers of run, etc.), during which goods (the result of work, service) should correspond to all requirements to its quality, certain by way of, established by the legislation;

- Working life - the period after which the goods (result of work) is considered unsuitable for use to destination;

- Service life - the period during which the manufacturer (executor) undertakes to provide to the consumer an opportunity of use of the goods (result of work) to destination and guarantees safety of the goods (result of work) for a life, health of consumers, and also an environment;

- The period of storage - the period during which the goods (results of work or service), at observance of the established conditions of storage, keeps all the properties specified in the normative document, establishing requirements to quality of the goods (work, service), or in the contract;

- Lack of the goods (work, service) or the goods of inadequate quality - discrepancy of the goods (work, service) to the standard, treaty provisions or usually shown requirements to quality of the goods (work, service);

- Essential lack of the goods (work, service) - lack which does impossible or inadmissible use of the goods (work, service) according to its special-purpose designation either cannot be eliminated, or is shown again after elimination or for which elimination greater expenses or owing to which the consumer substantially loses that are required, on what it had the right to count at the conclusion of the contract;

- Safety of the goods (work, service) - safety of the goods (work, service) for a life, health, property of the consumer and an environment at its use, storage, transportation and recycling, and also safety of process of performance of work (rendering of service).

Article 2. The legislation of Republic Tajikistan in the field of protection of the rights of consumers

The legislation of Republic Tajikistan in the field of protection of the rights of consumers is based on the Constitution of Republic Tajikistan and consists of the present Law, other normative legal certificates of Republic Tajikistan, and also the international legal certificates recognized by Republic Tajikistan.

Article 3. The rights of the consumer

The consumer has the right on:

- Education in the field of protection of the rights of consumers;
- The information on the goods (works, services), and also about their manufacturers (executors, sellers);
- Safety of the goods (works, services);

- A free choice of the goods (works, services);
- Appropriate quality of the goods (works, services);
- Compensation in full the losses (harm), the goods caused owing to lacks (work, service);
- Protection of the rights;
- Creation of public associations of consumers.
- Representation of offers to the manufacturer (seller), on improvement of quality of the goods (works, services).

Article 4. Maintenance of the right of the consumer on education in the field of protection of the rights of consumers

The right of the consumer to education in the field of protection of the rights of consumers is provided by means of inclusion of questions on bases of consumer knowledge in programs of general educational establishments, and also by means of the organization of system of informing of the consumer about its rights and necessary actions on protection of these rights.

Article 5. The right of the consumer to a free choice of the goods (work, service)

The consumer has the right to a free choice of the goods (work, service) of appropriate quality during time convenient for it in view of an operating mode of the seller (the manufacturer, the executor). consumer about its rightch.7(The c8e maT()-5.9(to

goods (to perform work to render service), suitable for use according to these purposes.

At sale of the goods on the sample and (or) to the description the seller is obliged to transfer the consumer the goods which corresponds to the sample and (or) to the description.

If the standard stipulates obligatory requirements to quality of the goods (work, service), the seller (executor) is obliged to transfer the consumer the goods (to perform work to render service), corresponding these requirements.

The consumer pays only quantity of the goods actually received by it (works, services).

The account of goods really received by the consumer (works, services), is provided with the seller (the manufacturer, the executor) under indications of weights, devices, tools, counters and other measuring devices, attorneys and

The consumer has the right to that the goods (work, service), at observance of the established rules of its use, storage, transportation and recycling was safe for a life, health of the consumer, an environment, and also did not harm property of the consumer.

Requirements which should provide safety of the goods (work, service) for a life and health of the consumer, an environment, and also prevention of causing of harm to property of the consumer, are obligatory and are established by the law.

The consumer has the right to informing through mass media about the goods (works, services), representing danger to its life, health, property and an environment due to the seller (the manufacturer, the executor).

The manufacturer (executor), is obliged to provide safety of the goods (work) during the established warranty period, service life or working life of the goods (work).

The harm, caused lives, to health or property of the consumer owing to not a safety of the goods (work), is a subject to compensation according to the legislation of Republic Tajikistan.

If for safety of use of the goods (work, service), its storages, transportation and recycling it is necessary to observe services special rules (further - rules), the manufacturer (executor) is obliged to specify these rules in the accompanying documentation on the goods (work, service), on a label, marks or a different way, and the seller (executor) is obliged to bring these corrected to the notice the consumer.

The goods (works, services) on which laws or standards, establish the obligatory requirements providing safety of a life, health of the consumer, preservation of the environment and prevention of causing of harm to property of the consumer, and also the means providing safety of a life and health of the consumer, are a subject to obligatory certification by way of, stipulated by laws and other normative legal certificates of Republic Tajikistan. The Inventory (works, services), subjects of obligatory certification, is defined by the Government of Republic Tajikistan.

Sale of the goods (performance of work, rendering of service), including the import goods (work, service), without the information on obligatory certification, and if necessary the sanitary-and-epidemiologic conclusion and conformity to the requirements specified in the sixth part of present article, and also without the alphanumeric information - a shaped code is not supposed.

If it is established, that at observance by the consumer of the established rules of use, storage or transportation of the goods (work), it causes or can harm a life, health and property of the consumer, an environment, the manufacturer (the executor, the seller) is obliged to suspend immediately its manufacture (realization) before elimination of the reasons of harm, and in necessary cases to arrange on its withdrawal from a turn and to a response from the consumer (consumers).

If the reasons of harm to eliminat

specified terms represent danger to a life, health and property of the consumer or become unsuitable for use to destination;

- The instruction on packing about a way of preparation of products of fast preparation (semifinished items);

- The location (the legal address), the company name (name) of the manufacturer (the executor, the seller) and the location of the organization (organizations) authorized by the manufacturer (seller) on acceptance of claims from consumers and making repair and maintenance service of the goods (work);

- Data on certification of the goods (works, services), subjects of obligatory certification, and also if necessary the information on the sanitary-and-epidemiologic conclusion;

- The information on rules of sale of the goods (performance of works, rendering of services);

- The instruction on the concrete person, who will perform work (to render service), and the information on it if it matters, proceeding from a functioning (service);

- The instruction on use of soundtracks at rendering entertaining services by executors of pieces of music.

If the goods got by the consumer was in the use or in it lack (lacks) was eliminated, the information on it should be given to the consumer.

The information stipulated by present article, is possible up to data of the consumer in the engineering specifications applied on the goods (to works, services), on labels marks or a different way accepted for separate kinds of the goods (works, services).

The information on certification of the goods (works, services), is represented in the form of marks when due hereunder a sign on conformity and the instruction in the engineering specifications of data on carrying out of certification and includes data on number of the certificate, term of its action and on the organization, its given out.

If the engineering specifications on the goods (characteristics sheet, the operation manual and others) are executed in foreign language presence of its translation on state or Russian is obligatory.

The food stuffs packed or packaged in territory of Republic Tajikistan should be supplied by the information on a place of their manufacturing.

Article 10. The information on the manufacturer (the executor, the seller)

The consumer has the right to demand granting necessary and a trustworthy information about the manufacturer (the executor, the seller).

The specified information in the evident and accessible form is possible up to data of consumers at the conclusion of contracts of sale and purchase and contracts about performance of works (rendering of services) in the ways accepted in separate spheres of service of consumers, in a state language, and in addition, under the discretion of the manufacturer (the executor, the seller), in Russian and in other languages.

In case of causing harm of a life, to health and property of the consumer owing to not granting to it full and a trustworthy information about the goods (service), the consumer has the right to demand compensation of such harm stipulated by the present Law, including the full indemnification of the losses caused to natural objects, being in the property (possession) of the consumer.

Article 13. The responsibility of the seller (the manufacturer, the executor) for infringement of the rights of consumers

The seller (the manufacturer, the executor) bears the responsibility stipulated by the present Law, other normative legal certificates of Republic Tajikistan for infringement of the rights of the consumer or the contract.

If other is not established by the law, the losses, caused to the consumer, are a subject to compensation in the full sum over the penalty (penalty fee), established by the Law or the contract.

Payment of the penalty (penalty fee) and the indemnification do not release (the manufacturer, the executor) from execution of the obligations assigned to it

If on the goods (work) the manufacturer (executor) should be, according to normative legal certificates of Republic Tajikistan, a target date of service or working life, but it is not established, or the consumer to which the goods (is executed work) has been sold, has not been informed on necessary actions after service life or working life and possible consequences at default of the specified actions, harm is a subject to compensation, irrespective of time of its causing.

If according to the present Law the manufacturer (executor) has not

It is forbidden to cause purchase of one goods by obligatory purchase of other goods. The losses, caused to the consumer owing to infringement of its right to a free choice of the goods (works, services), are compensated by the seller (executor) in full.

The seller (executor) has not the right without consent of the consumer to perform additional works, services for a payment. The consumer has the right to refuse payment of such works (services) and if they are paid, the consumer has the right to demand from the seller (executor) of return of the paid sum.

Article 17. Judicial protection of the rights of consumers

Protection of the rights of the consumer stipulated by the legislation of Republic Tajikistan is carried out by court.

Claims are shown in court on a residence of the claimant either on the location of the respondent or in

In case of detection of lacks of the goods, which property do not allow to eliminate these lacks, the consumer has the right to demand replacement of such goods by the goods of appropriate quality or proportional reduction of a purchase price at the choice or to terminate the contract.

The consumer has the right to return to the manufacturer the goods of inadequate quality and to demand return of the sum paid for it. At return to the consumer of the sum of money paid for the goods, the seller has not the right to keep from it the sum on which cost of the goods because of full or partial use of the goods has gone down, loss of a packaging by it or other similar circumstances.

Absence at the consumer of the document confirming the fact of purchase of

In cases when the warranty period stipulated by the contract makes less than two years and lacks of the goods were found out by the consumer after a warranty period, but within the limits of two years from the date of transfer of the goods to the consumer, the seller bears the responsibility if the consumer will prove, that lacks of the goods have arisen before transfer of the goods to the consumer or for the reasons which have arisen till this moment.

Delivery of the large-sized goods and the goods in weight more than five kgs for repair, an estimation, replacement and return to their consumer are carried out by forces and due to the seller (manufacturer) or the organization which are carrying out functions of the seller (manufacturer), on the basis of the contract with it. In case of default of the given duty, and also at absence of the seller (manufacturer) or the organization which are carrying out functions of the seller (manufacturer) on the basis of the contract with it, delivery and return of the specified goods in the location of the consumer can be carried out by the consumer. Thus the seller (manufacturer) or the organization which is carrying out functions of the seller (manufacturer) on the basis of the contract with it, are obliged to refund the consumer, connected with delivery and return of the specified goods.

Article 19. Terms of presentation by the consumer of requirements concerning lacks of the goods

The consumer has the right to make stipulated by article 18 of the present Law of the demands to the seller or the manufacturer concerning lacks of the goods if they are found out during a warranty period or the working life established by the manufacturer.

Concerning the goods, on which warranty periods or working lives are not established, the consumer has the right to make the specified demands if lacks of the goods are found out within six months, but within the limits of two years from the date of transfer to their consumer if longer terms are not established by the law or the contract.

The warranty period of the goods is estimated from the date of transfer of the goods to the consumer if other is not stipulated by the contract. If day of transfer to establish it is impossible, these terms are estimated from the date of manufacturing the goods.

For the seasonal goods (footwear, clothes and other) these terms are estimated from the moment of approach of a corresponding season which term of approach is defined proceeding from climatic conditions of the location of consumers.

At sale of the goods on samples, by mail, and also in cases if the moment of the conclusion of the contract of sale and purchase and the moment of transfer of the goods to the consumer do not coincide, these terms are estimated from the date of delivery of the goods to the consumer. If the consumer, is deprived an opportunity to use the goods owing to the circumstances depending on the seller (in particular, the goods requires special installation, connection or assembly, in it there are lacks), the beginning of a warranty period comes from the moment of

elimination by the seller of such circumstances. If day of delivery, installation, connection, assembly of the goods, elimination of circumstances depending on the seller owing to which the consumer cannot use the goods to destination to define it is impossible, these terms are estimated from the date of the conclusion of the contract of sale and purchase.

Warranty periods can be established on completing products and components of the basic goods. Warranty periods for completing products and components are estimated in the same order, as a warranty period for the basic goods.

Warranty periods for completing products and components of the goods are considered equal to a warranty period for the basic product if other is not established by the contract.

In case on completing product or a component of the goods in the contract the warranty period of smaller duration, than a warranty period for the basic product is established, the consumer has the right to make the demands connected with lacks of the completing product or a component of the goods, at their detection during a warranty period for the basic product if other is not stipulated by the contract.

If on completing product the warranty period of greater duration, than a warranty period for the basic goods is established, the consumer has the right to make demands concerning lacks of the goods provided that lacks of a completing product are found out during a warranty period for this product, irrespective of the expiration of a warranty period for the basic goods.

In cases when the warranty period stipulated by the contract makes less than two years and lacks of the goods are found out by the consumer after a warranty period, but within the limits of two years, the consumer has the right to make to the seller (manufacturer) the demands stipulated by article 18 of the present Law if will prove, that lacks of the goods have arisen before its transfer to the consumer or for the reasons which have arisen till this moment.

In case of revealing essential lacks of the goods, including industrial, constructive, reception and other lacks which have been not connected with deterioration, ageing and other physical processes of the goods, the consumer has the right to make to the manufacturer the demands stipulated by article 18 of the present Law if will prove, that lacks have arisen before sale of the goods to the consumer or for the reasons which have arisen till this moment. The specified requirement can be shown, if lacks of the goods are found out after sale of the goods to the consumer, but within the limits of the service life established on the goods, or within ten years from the date of sale of the goods if service life is not established.

Article 20. Elimination of lacks of the goods by the manufacturer (seller)

The lacks which have been found out in the goods, should be eliminated by the manufacturer (seller) or the organizati

the date of presentation by the consumer of the requirement about elimination of lacks of the goods.

Concerning the goods of long using the manufacturer (seller) or the organization which is carrying out functions of the manufacturer (seller) on the basis of the contract with it, are obliged at presentation by the consumer of the specified requirement in three-day term gratuitously to give to the consumer for the period of repair the similar goods, having

Requirements of the consumer about proportional reduction of a purchase price of the goods of inadequate quality, the reimbursement for elimination of lacks of the goods by the consumer or the third party, and also about the indemnification, caused to the consumer cancellation of the contract of sale and purchase (return of the goods of inadequate quality to the manufacturer), are a subject to satisfaction the seller (manufacturer) immediately. The maximal term for satisfaction of requirements of the consumer cannot exceed seven days from the date of presentation of the corresponding requirement, and if necessary, carrying out of examination - fourteen calendar days.

Article 23. The responsibility of the seller (manufacturer) for delay of performance of requirements of the consumer

For infringement stipulated by articles 20, 21 and 22 present Laws of terms, and also for default (a delay of performance) requirements of the consumer about

estimation and if it voluntary is not satisfied - at the moment of removal by court of the decision on proportional reduction of a purchase price is accepted.

At cancellation of the contract of sale and purchase the consumer has the right to demand return of the sum of money paid for the goods, and also compensation of a difference between by the goods, established by the contract, and by the corresponding goods at the moment of voluntary satisfaction of such requirement or if the requirement voluntary is not satisfied, at the moment of removal by court of the decision.

performance of works (rendering of services), should be provided corresponding terms (periods) of performance of such works (rendering of services).

Article 27. Consequences of infringement by the executor of terms of performance of works (rendering of services)

If the executor has broken terms of performance of work (rendering of service), terms of the beginning and the termination of performance of work (rendering of service) and intermediate terms of performance of work (rendering of service), or during performance of work (rendering of service) became obvious, that it will not be executed in time, the consumer at the choice has the right:

- To appoint to the executor new term during which the executor should start performance of work (rendering of service) and (or) to finish performance of work (rendering of service), and to demand reduction of the price for performance of work (rendering of service);

- To charge performance of work (rendering of service) to the third parties or to execute it by own strength and to demand from the executor of compensation of the suffered charges;

- To demand reduction of the price for performance of work (rendering of service);

- To terminate the contract about performance of work (rendering of service).

The consumer has the right to demand also the full indemnification of the losses, caused to it in connection with infringement of terms of performance of work (rendering of service).

The new terms of performance of work appointed by the consumer (rendering of service), are specified in the contract about performance of work (rendering of service).

In case of delay of new terms the consumer has the right to make to the executor other demands established by a part of first present article.

The price of performed work (rendered service), returned to the consumer at cancellation of the contract about performance of work (rendering of service), and also considered at reduction of the price of performed work (rendered service), is defined according to a part of third article 24 of the present Law.

At cancellation of the contract about performance of work (rendering of service) the executor has not the right to demand compensation of the expenses made during performance of work (rendering of service), and also a payment for performed work (rendered service), except for a case if the consumer has accepted performed work (rendered service).

In case of infringement of target dates of performance of work (rendering of service) or appointed by the consumer on the basis of a part of first present article of new terms the executor pays to the consumer per every day (hour, if term is certain in hours) delays the penalty (the penalty fee) at a rate of one percent of the price of performance of work (rendering of service) and if the price of performance of work (rendering of service) about performance of works (rendering of services) is not certain by the contract - a total price of the order.

By the contract about performance of works (rendering of services) between

The executor is responsible for lacks of work (service) on which the warranty

Article 29. Terms of satisfaction of separate requirements of the consumer

Requirements of the consumer about reduction of the price for performed work (rendered service), about the reimbursement on elimination of lacks of performed work (rendered service) by own strength or the third parties, and also about the indemnification, caused by cancellation of the contract about performance of work (rendering of service), stipulated by a part of first article 27 and parts of first and fourth article 28 of the present Law, are a subject to satisfaction in ten-day term from the date of presentation of the corresponding requirement.

Requirements of the consumer about gratuitous manufacturing other thing from a homogeneous material of the same quality or about repeated performance of work (rendering of service) are a subject to satisfaction in time, established for urgent performance of work (rendering of service) and in case this term is not established, in time, stipulated by the contract about performance of work (rendering of service) which improperly has been executed.

The executor pays for infringement of the terms of satisfaction of separate requirements of the consumer stipulated by the present article to the consumer per every day of delay the penalty (penalty fee) rate of one percent of the price of performance of work. By the contract about performance of works (rendering of services) between the consumer and the executor higher percent of the penalty can be established.

In case of infringement of the specified terms, the consumer has the right to make to the executor other demands stipulated by the present Law.

Article 31. The estimate on performance of work (rendering of service)

On performance of work (rendering of service), stipulated by the contract about performance of work (rendering of service), the firm either approximate estimate or accounting can be made.

Drawing up of such estimate at the customer's request or the executor necessarily.

The executor has the right to demand increase in the firm estimate at essential increase of cost of materials and the equipment, given by the executor, and also rendered to it the third parties of services during execution of the contract which could not be provided at the conclusion of the contract. At refusal of the consumer to execute this requirement the executor has the right to terminate the contract in the judicial order.

If there was a necessity of performance of additional works (rendering of additional services) and for this reason of essential excess of the approximate estimate, the executor is obliged to warn in due time about it the consumer. If the consumer has not agreed to excess of the approximate estimate, it has the right to refuse execution of the contract. In this case the executor can demand from the consumer of payment of the price for performed work (rendered service).

The executor who in due time has not warned the consumer about necessity of excess of the approximate estimate, is obliged to execute the contract, keeping the right to payment of work (service) within the limits of the approximate estimate.

In case of not uses of the paid money resources stipulated by the estimate or economically proved accounting for performed work (rendered service), the revealed difference in the price is a subject to return to the consumer.

Article 32. Performance of work from a material of the executor

The executor is obliged to perform the work certain by the contract about performance of work, from the material and the means if other is not stipulated by the contract.

The executor who has given a material for performance of work, is responsible for it's improperly quality by rules about the responsibility of the seller for the goods improperly qualities.

The material of the executor is paid by the consumer at the conclusion of the specified contract completely or at a rate of, specified in the contract about performance of work with a condition of final settlement at reception by the consumer of work performed by the executor if other procedure of payments for a material of the executor is not stipulated by the agreement of the parties.

In the cases stipulated by the contract about performance of work, the material can be given by the executor to the consumer on credit. The subsequent change of the price of the material of the executor given on credit does not entail recalculation.

The material of the executor and works necessary for performance means, tools and other are delivered to a place of performance of works by the executor.

Article 33. Performance of work from a material (with a thing) the consumer

If work is carried out in full or in part from a material (with a thing) the consumer, the executor is responsible for safety of this material (thing) and its economical use.

The executor is obliged:

- To warn the consumer about unfitness or poor qualities of the material (thing) transferred by the consumer;
- To present the report on an expenditure

The price of the lost (damaged) material (thing) is defined proceeding from the price of a material (thing) existed in that place in which the requirement of the consumer should be satisfied by the executor in day of voluntary satisfaction of such requirement or in day of adjudication if the requirement of the consumer voluntary has not been satisfied.

In the contract about performance of

Article 39. Powers of the state bodies which are carrying out the control over quality and safety of the goods (works, services)

With a view of a safety of the goods (works, services) body on standardization, quality and trading inspection, body of sanitary-and-epidemiologic supervision, body on examination and certifications of pharmaceutical production and the goods of medical purpose, body on preservation of the environment and natural resources and other state bodies which are carrying out the control over quality and safety of the goods (works, services), within the limits of the competence:

Article 40. The sanctions imposed by antimonopoly body, body on standardization, metrology and certification and other state bodies which are carrying out the control over quality and safety of the goods (works, services)

The antimonopoly body has the right to impose the penalty on the manufacturer (the executor, the seller) for evasion from execution or for untimely execution of its lawful instructions about the termination of infringements of the rights of consumers till hundred minimal sizes of wages.

The penalty is imposed by the official of antimonopoly body.

The body on standardization, metrology and certification and other state bodies which are carrying out the control over quality and safety of the goods (works, services), within the limits of the competence has the right to impose the penalty in cases:

- Evasion from execution or untimely execution of their lawful instructions by the manufacturer (the executor, the seller) till hundred minimal sizes of wages;
- Causing damage to consumers the goods (works, services), not meeting the requirements, shown to safety of the goods (works, services, till hundred minimal sizes of wages;
- Sales of the goods (performance of works, rendering of services), including import, without documents on carrying out of obligatory acknowledgement of conformity of the goods (works, services), to obligatory requirements of standards, - at a rate of cost of the sold goods (the executed works, the rendered services);
- Infringement of rules of obligatory acknowledgement of conformity of the goods (works, services) bodies on certifications, and also granting by test laboratories (centers) of doubtful results of tests of the goods (works, services) at obligatory acknowledgement of their conformity - at a rate of double cost of the executed works (the rendered services) on acknowledgement of conformity.

The sizes of the penalties stipulated by present article, in each concrete case are defined in view of the size of the caused damage and other circumstances. Penalties are paid in 30-days term from the date of removal of decisions on their collecting.

The penalties stipulated by present article and imposed on individual businessmen, are collected according to the legislation of Republic Tajikistan.

The sums of the penalties collected according to the present Law, go to the state budget.

Manufacturers (executors, sellers) the goods (works, services), bodies on certifications, test laboratories (centers) have the right to address in court with applications for a recognition void in full or in part instructions of antimonopoly body, body on standardization, metrology and certification and other state bodies which are carrying out the control over quality and safety of the goods (works, services), or a canceling or about change of corresponding decisions about imposing penalties.

Instructions and decisions about imposing penalties can be appealed against within ten days from the date of their removal.

Article 41. Realization of protection of the rights of consumers by local agencies of the government

With a view of protection of the rights of consumers at local agencies of the government corresponding structures, which are formed:

- Consider complaints of consumers, advise them concerning protection of the rights of consumers;

- Analyze agreements, concluded by sellers (executors, manufacturers) with consumers, with a view of revealing the conditions striking the rights of consumers;

- At revealing the goods (works, services) inadequate quality, and also dangerous to a life, health, property of consumers and environments immediately inform on it enforcement authorities,

Carrying out the control over quality and safety of the goods (works, services);

- In cases of revealing of sale of the goods (performance of works, rendering of services), not accompanied authentic and sufficient information, or with the delayed working lives, or without working lives if an establishment of these terms necessarily, stop sale of the goods (performance of works, rendering of services) before granting the information or stop sale of the goods (performance of works, rendering of services);

- Address in court in protection of the

- To bring in state bodies and the organizations of the offer on improvement of quality of the goods (works, services), to removal from manufacture, withdrawal from a turn of the goods (works, services), dangerous to a life, health, property of consumers and an environment;

- To participate together with state bodies in control of application of controlled prices, to spend an independent expert appraisal of the tariffs established by the state bodies on services, rendered to the population (consumers);

- To represent to bodies of Office of Public Prosecutor and state bodies materials about attraction to the responsibility of the persons guilty of release and realization of the goods (performance of works, rendering of services), mismatching to the established requirements to safety and quality of the goods

To recognize become invalid the Law of Republic Tajikistan from May, 15th, 1997 "About protection of the rights of consumers» (Akhbori Majlisi Oli Republic of Tajikistan, 1997, 10, article 135).

Article 45. The order of introduction in action of the present Law

The present Law to commission after its official publication.

**President of the Republic of Tajikistan
Dushanbe, December 9, 2004, 72**

I. RAKHMONOV