



## **On Protection of Consumer Rights**

### *Unofficial translation*

The Law of the Republic of Kazakhstan dated 4 May 2010 No. 274-IV.

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This Law determines legal, economic and social grounds of protection of consumer rights, as well as measures on providing the consumers by safe and quality goods (works, services).

### **Chapter 1. GENERAL PROVISIONS Article 1. Basic definitions used in this Law**

The following basic definitions are used in this Law:

- 1) a producer – an individual or legal entity producing goods for sale;
- 2) shelf life – period of time upon expiration of which the goods are considered unsuitable for use for its intended purpose;
- 3) work – the activity oriented to satisfy the needs of consumers, the results of which are expressed materially;
- 4) defect - non-conformance of goods (work, service) with compulsory requirements of technical regulations, standardization documents, contract conditions, as well as information on goods (work, service) provided by a seller (producer, executor);
- 5) warranty term- the period of time established by the seller (manufacturer, executor), the legislation of the Republic of Kazakhstan or the agreement in days, months, years, or the operating time established in hours, operating cycles, kilometers of run or other similar indicators that are calculated from the date of manufacture, purchase of goods (work, services ) during which the seller (manufacturer, executor) guarantees the quality of the goods (work, services), on the term of its proper use and storage;
- 6) service – the activity oriented to satisfaction of needs of consumers, the results of which are not expressed materially;
- 7) period of service - the period of time established in days, months, years, or the operating time established in hours, operating cycles, kilometers of run or other similar indicators stipulated by legislation or contract, proceeding from the functional purpose of the goods (result of work), during which the goods (the result of work) can be used for their intended purpose;
- 8) an executor – an individual or legal entity performing the work or rendering a service under the contract;
- 9) storage life - the period of time during which the product (the result of the work), while abidance the established storage conditions, shall preserve the quality, properties and

characteristics specified in the regulatory documents that establish the requirements for the quality of the goods (work, service) and (or) in the contract ;

10) a seller – an individual or legal entity selling the goods in accordance with the civil legislation of the Republic of Kazakhstan;

11) the goods - a product (production) of the manufacturer (performer), intended for personal, family, home or other use, not associated with entrepreneurial activities;

12) safety of goods (work, service) – absence of inadmissible risk linked with a possibility of inflicting harm to life, health and (or) property of a consumer, as well as environment, upon usual conditions of use, storage, transportation, utilization of good or in the process of performing the work (rendering of a service);

13) quality of goods (work, service) – set of characteristics of goods (work, service) related to its ability to satisfy the needs of a consumer;

14) a document confirming the fact of the acquisition of goods (performance of work, provision of services) - a control (commodity) receipt issued in paper or electronic form or a receipt for a cash receipt order, a receipt for a tear-off coupon, a duly executed technical passport, another document containing information about the name, cost of goods (work, services), date of purchase, seller (manufacturer, performer);

14-1) technically complex commodity - a non-food product with a technically complex internal device, comprising a set of structural and (or) heterogeneous elements that form a single whole, allowing to use it for the purpose specified by the substance of the connection, including exclusively motor vehicles, agricultural machinery, watercraft and aircraft;

14-2) a substantial defect in a technically complex commodity - an irremovable defect or a defect in a technically complex commodity, that cannot be eliminated without incommensurate costs or time expense, including the expectation of delivery of a spare part, exceeding the period prescribed by law or so delayed that for the consumer is already lost the relevance of such removal or makes it impossible to use the goods for their intended purpose, or defect that may cause harm to life, health and (or) property of consumers;

15) consumer - an individual who intends to order or acquire or ordering, acquiring and (or) using the goods (work, service) solely for personal, family, home or other use not connected with entrepreneurial activity;

16) public association of consumers - an organization created as a result of voluntary association of citizens in order to protect the rights and legitimate interests of consumers;

16-1) Interdepartmental Council for Consumer Rights Protection - a consultative and advisory body established by the authorized body in the field of consumer rights protection in order to develop proposals and recommendations on consumer rights protection issues;

16-2) association (union) of public associations of consumers (hereinafter - association (union)) - a voluntary association of public associations of consumers, created to ensure the coordination of the activities of its members and protect their common interests;

17) the authorized body in the field of consumer rights protection (hereinafter - the authorized body) - a state body that carries out management and intersectoral coordination in the field of consumer protection.

Footnote. Article 1 as amended by the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); № 184-VI as of 05.10.2018 (shall be enforced six months after its first official publication); dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication); dated 30.12.2020 No. 397-VI (shall be enforced upon expiry of six months after the day of its first official publication); No. 87-VII of 27.12.2021 (shall be enacted ten calendar days after the day of its first official publication); dated 19.04.2023 No. 223-VII (shall be enforced ten calendar days after the date of its first official publication).

## **Article 2. Legislation of the Republic of Kazakhstan on protection of consumer rights**

1. Legislation of the Republic of Kazakhstan on protection of consumer rights is based on the Constitution of the Republic of Kazakhstan and consists of the Civil Code of the Republic of Kazakhstan, this Law and other regulatory legal acts of the Republic of Kazakhstan.

2. Consumer rights in the scope of financial, social, medical, touristic and other services, as well as questions of their protection shall be established by the Laws of the Republic of Kazakhstan.

If international treaty ratified by the Republic of Kazakhstan establishes other rules than those provided by this Law, the rules of international treaty shall be applied.

### **Article 2-1. Basic principles of consumer protection**

Protection of consumers' rights is based on the following principles:

- 1) promotion to economic interests of consumers and protection of these interests;
- 2) availability and reliability of information on goods (works, services) offered by the seller (manufacturer, performer);
- 3) educating consumers, increasing the legal literacy of the consumer in matters of protecting their rights and legitimate interests;
- 4) ensuring an effective system for protecting the rights and legitimate interests of consumers, based on a sequence of measures to ensure their protection;
  - 4-1) protection of consumers' legitimate interests in e-commerce at the same level as that provided in other forms of trade;
- 5) participation of public associations of consumers, associations (unions) in ensuring the protection of the rights and legitimate interests of consumers;
- 6) providing consumers with safe and high-quality goods (works, services).

Footnote. Chapter 1 is supplemented by Article 2-1 in accordance with the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); as amended by Law of the Republic of Kazakhstan № 241-VI as of 02.04.2019 (shall be enforced ten calendar days after its first official publication); dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

## **Chapter 2. STATE REGULATION IN THE SPHERE OF CONSUMER PROTECTION AND STATE CONTROL OVER COMPLIANCE WITH LEGISLATION OF THE REPUBLIC OF KAZAKHSTAN ON CONSUMER PROTECTION**

Footnote. The heading of chapter 2 is as amended by the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

### **Article 3. State regulation in the scope of protection of consumer rights**

State regulation in the scope of protection of consumer rights shall be carried out in accordance with this Law, other Laws of the Republic of Kazakhstan, acts of the President of the Republic of Kazakhstan and regulations of the Government of the Republic of Kazakhstan

Footnote. Article 3 is in the wording of the Law of the Republic of Kazakhstan dated 05.07.2011 No. 452-IV (shall be enforced from 13.10.2011).

### **Article 4. Competence of the Government of the Republic of Kazakhstan in consumer rights protection**

The Government of the Republic of Kazakhstan shall develop the main directions of state policy in consumer rights protection.

Footnote. Article 4 - as amended by the Law of the Republic of Kazakhstan dated 19.04.2023 No. 223-VII (shall be enforced ten calendar days after the date of its first official publication).

### **Article 5. Competence of the authorized body**

Authorized body:

- 1) forms and implements state policy in consumer rights protection;
- 2) makes recommendations to the Government of the Republic of Kazakhstan on the main directions of state policy in the field of consumer protection;
- 3) carries out inter-sectoral coordination of the activities of state bodies to ensure the implementation of state policy in the field of consumer protection;
- 4) develops and approves regulatory legal acts in the field of consumer protection;

5) analyzes consumer complaints, including those received through the Unified Consumer Rights Protection Information System, the activities of state bodies on consumer rights protection issues and subjects of pre-trial settlement of consumer disputes;

6) makes proposals (recommendations) to state bodies on the cancellation of decisions taken by them in violation of this Law and other regulatory legal acts in the field of consumer protection;

7) informs, consults, educates, increases the legal literacy of consumers in matters of protecting their rights and legitimate interests;

8) applies to the court for protection of the rights of an indefinite number of consumers in cases of violation of the rights and legitimate interests of more than ten consumers on the same issue;

9) carries out international cooperation in the field of consumer protection;

10) carry out the formation, monitoring of implementation and evaluation of the results of the state social order for research, information and educational work, the provision of consulting assistance to the population on the protection of consumer rights and representation services to consumers in restoring their violated rights and legitimate interests;

11) exercises state control over compliance with the legislation of the Republic of Kazakhstan on the protection of consumer rights;

12) develops and approves the rules for the formation, maintenance and use of the Unified Information System for Protection of Consumer Rights;

13) annually submits a report to the Government of the Republic of Kazakhstan on the results of ongoing work on consumer protection issues discussed at the Interdepartmental Council for Consumer Rights Protection, which is published in the media;

14) ensures the activities of the Interdepartmental Council for Protection of Consumer Rights;

15) develops and approves the list of subjects of pre-trial settlement of consumer disputes;

16) exercises other powers provided for by the laws of the Republic of Kazakhstan, acts of the President of the Republic of Kazakhstan and the Government of the Republic of Kazakhstan.

**Footnote. Article 5 as amended by the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (see Article 2 for the procedure for enactment); as amended by the Law of the Republic of Kazakhstan dated 04.07.2022 No. 134-VII (shall come into effect sixty calendar days after the day of its first official publication); dated 19.04.2023 No. 223-VII (shall be enforced ten calendar days after the date of its first official publication).**

## **Article 6. Competence of state bodies**

State bodies within their competence shall:

1) consider appeals of individuals or legal entities in the field of consumers' rights protection;

2) apply measures of responsibility to violators of the legislation of the Republic of Kazakhstan on protection of consumers' rights;

3) carry out state control over compliance with the legislation of the Republic of Kazakhstan on the protection of consumer rights;

4) provide information, advice, education and improvement of legal literacy of consumers in matters of protection of their rights and legitimate interests;

5) inform consumers about goods (works, services) that pose a risk to their health and safety;

6) excluded by the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI ( shall be enforced upon expiry of ten calendar days after the day of its first official publication );

7) apply to the court for the protection of rights of an undetermined number of consumers in cases of more than ten consumers' rights violation on the same issue;

8) annually publish in the mass media statistical data on complaints received about violations of consumers' rights, the results of their consideration and information on activities in the field of consumer protection;

9) analyze the legislation of the Republic of Kazakhstan on the need for its improvement on the protection of consumers' rights and, as a result, develop draft normative legal acts;

10) exercise other powers provided by laws of the Republic of Kazakhstan, acts of the President of the Republic of Kazakhstan and the Government of the Republic of Kazakhstan.

Footnote. Article 6 in the new wording of the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); as amended by the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (shall be enforced from see Article 2 ).

#### **Article 6-1. Organization and procedure for exercising state control over compliance with the requirements established by technical regulations**

Footnote. Chapter 2 is supplemented by Article 6-1 in accordance with the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); is excluded by Law of the Republic of Kazakhstan № 156-VI as of 24.05.2018 (shall be enforced ten calendar days after its first official publication).

#### **Article 6-2. State control over compliance with legislation of the Republic of Kazakhstan on protection of consumer rights**

1. State control over compliance with the legislation of the Republic of Kazakhstan on protection of consumer rights is carried out by state bodies and their officials authorized to

exercise state control in accordance with the Entrepreneurial Code of the Republic of Kazakhstan.

2. State control over compliance with the legislation of the Republic of Kazakhstan on protection of consumer rights is carried out by the authorized body or its territorial divisions in the form of an unscheduled inspection in accordance with the Entrepreneurial Code of the Republic of Kazakhstan and preventive control without visiting the subject (object) of control in accordance with this Law.

3. Preventive control without visiting the subject (object) of control over compliance with the legislation of the Republic of Kazakhstan on the protection of consumer rights is carried out in order to restore the violated rights and legitimate interests of the consumer, compensate for loss (harm), as well as increase the social and property responsibility of subjects of control by reducing administrative burden on them.

4. Preventive control without visiting the subject (object) of control is carried out by the authorized body or its territorial divisions on the basis of information and reporting received from state bodies, subjects of pre-trial settlement of consumer disputes, representatives of the legitimate interests of consumers, including through the Unified Information System for Protection of Consumer Rights, as well as through the media, on the facts of violations of the legislation of the Republic of Kazakhstan on protection of consumer rights.

5. The subjects of state control are sellers (manufacturers, performers).

6. In case of revelation of violations of the legislation of the Republic of Kazakhstan on protection of consumer rights based on the results of consideration of information and reporting provided for in paragraph 4 of this article, the subject of control is sent a recommendation to eliminate violations identified as a result of preventive control without visiting the subject (object) of control, without initiating a case on an administrative offense with a mandatory explanation to the subject of control of the procedure for their elimination.

7. A recommendation to eliminate violations identified as a result of preventive control without visiting the subject (object) of control must be handed over to the subject of control personally against signature or in another way confirming the facts of its sending and receiving. A recommendation to eliminate violations identified as a result of preventive control without visiting the subject (object) of control, sent in one of the following ways, is considered to be delivered in the following cases:

- 1) on purpose - from the date of the mark in the recommendation on receipt;
- 2) by mail - from the date of notification of receipt of the postal item by registered mail;
- 3) electronically - from the date of sending by the authorized body or its territorial divisions to the electronic address of the subject of control specified in the letter at the request of the authorized body or its territorial divisions.

8. The recommendation to eliminate violations identified as a result of preventive control without visiting the subject (object) of control must be executed within ten working days from the day following the day of its delivery (notice).



9. The subject of control, in case of disagreement with the violations specified in the recommendation to eliminate violations identified as a result of preventive control without visiting the subject (object) of control, has the right to send an objection to the authorized body or its territorial divisions within five working days from the day following the day of delivery of the recommendation to eliminate violations identified as a result of preventive control without visiting the subject (object) of control.

10. Preventive control without visiting the subject (object) of control is carried out no more than once every six months.

**Footnote. Chapter 2 is supplemented by Article 6-2 in accordance with the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).**

### **Article 6-3. Unified information system for protection of consumer rights**

1. The unified consumer rights protection information system is an information system designed to automate the process of receiving and considering consumer appeals, their systematization and accounting at all levels of the consumer rights protection system.

2. The authorized body ensures the formation and maintenance of the Unified Information System for Protection of Consumer Rights and its mobile version.

3. Through the Unified Information System for the Protection of Consumer Rights, the seller (manufacturer, performer), and subjects of pre-trial settlement of consumer disputes shall receive and consider consumer appeals, and their monitoring by the authorized body.

The subjects of pre-trial settlement of consumer disputes shall ensure that all information about the results of considered consumer appeals, as well as the reasons for refusing to consider them, is entered into the Unified Information System for the Protection of Consumer Rights.

Consumer appeals shall be considered by sellers (manufacturers, performers) through the Unified Information System for the Protection of Consumer Rights upon their voluntary registration in it.

4. Applications in the field of consumer protection, considered through the Unified Information System for the Protection of Consumer Rights, shall include:

1) appeals of consumers to sellers (manufacturers, performers) of goods (works, services) with a claim to eliminate violations of their rights and legitimate interests, as well as compensation for the loss (harm) caused by these violations due to defects in goods (work, services);

2) appeals of consumers to the initiators (organizers) of games with a claim on the quality of goods (works, services) transferred (performed, rendered) in the form of winnings;

3) appeals of consumers to the subjects of pre-trial settlement of consumer disputes for the protection and restoration of their violated rights and legitimate interests, compensation for



the loss (harm) caused due to defects in the goods (work, service), and compensation for moral damage.

Appeals to the court on consumer protection issues shall not be subject to direction through the Unified Information System for the Protection of Consumer Rights.

4-1. Appeals in the field of consumer protection, considered through the information-analytical system "Electronic Appeals", shall include:

1) appeals of consumers to the authorized body and relevant state bodies to take measures within their competence concerning sellers (manufacturers, performers), initiators (organizers) of games that have violated their rights and legitimate interests in the field of consumer protection;

2) appeals of consumers to the authorized body and relevant state bodies to take measures within their competence concerning the subjects of pre-trial settlement of consumer disputes and (or) representatives of the legitimate interests of consumers due to their ineffective activities to resolve consumer disputes and (or) protect their rights and legitimate interests;

3) appeals of public associations of consumers, associations (unions) to the authorized body and relevant state bodies, including based on the results of public control, to take measures within their competence concerning persons who have produced and sold goods (performed work and provided services) that do not meet the established safety and quality requirements; to assess the quality of goods (works, services) in the event of receipt of applications, complaints from consumers; to assist in considering the fact of violation of the rights and legitimate interests of consumers.

5. The unified information system for protection of consumer rights should ensure the public availability of information, including information about sellers (manufacturers, performers), in respect of which applications and complaints from consumers have been received, taking into account the requirements of the legislation of the Republic of Kazakhstan on personal data and their protection.

**Footnote. Chapter 2 is supplemented by Article 6-3 in accordance with the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (shall be enforced from 01.01.2021); as amended by the Law of the Republic of Kazakhstan dated 30.12.2022 No. 177-VII (shall come into effect ten calendar days after the day of its first official publication).**

### **Chapter 3. CONSUMER RIGHTS AND THEIR PROTECTION Article 7. Consumer rights**

Consumers shall have the right to:

1) free conclusion of contracts for acquisition of goods (performance of works and rendering of services);

2) education in the field of consumer protection and increasing the legal literacy of the consumer in matters of protecting their rights and legitimate interests;

3) receipt of information on goods (work, service), as well as on a seller (producer, executor);

- 4) acquisition of safe goods (work, service);
- 5) free choice of goods (work, service);
- 6) proper quality of goods (work, service);
- 7) exchange or return of goods of proper and improper quality;
- 8) compensation of losses (harm) in a full measure inflicted to their lives, health and (or) property due to defects of goods (work, service);
- 9) receipt from the seller (manufacturer, performer) of a document confirming the fact of acquisition of goods (performance of work, provision of services), or an agreement concluded when purchasing goods (performance of work, provision of services);
- 10) submission of a claim to an initiator (organizer) of games on quality of goods (work, service) transferred (performed, rendered) in the form of winning;
- 11) creation of public associations of consumers;
- 12) compensation for moral damage;
- 13) protection of rights and legal interests;
- 14) carrying out of other rights provided by this Law and other Laws of the Republic of Kazakhstan.

**Footnote. Article 7 as amended by the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).**

#### **Article 8. Right to free conclusion of contracts for acquisition of goods (performance of works and rendering of services)**

Consumer shall have the right of free conclusion of contracts for acquisition of goods (performance of works and rendering of services).

Compulsion of a consumer to conclude the contracts for acquisition of goods (performance of works and rendering of services) shall not be allowed.

#### **Article 8-1. Conditions that violate consumers' rights when concluding an agreement**

1. The seller (executor, manufacturer) should not include in the agreement with the consumer conditions that violate and (or) infringe upon the rights of the consumer.

2. Conditions that violate and (or) infringe upon the rights of consumers when concluding an agreement:

1) release or unreasonable limitation of the liability of the seller (executor, manufacturer) in the event of damage to the life, health and (or) property of the consumer;

2) exclusion or restriction of the rights of the consumer in the event of full or partial non-fulfillment or inadequate fulfillment by the seller (executor, manufacturer) of their contractual obligations;

- 3) establishment of the duties of the consumer on reimbursable goods (works, services) imposed additionally by a seller (performer, manufacturer);
  - 4) establishment of a requirement for a consumer to pay a disproportionately large amount (over thirty percent of the cost of goods, service, work) in case of his/her/its failure to fulfill obligations under a contract, except for contracts for tourist services and purchase of non-refundable air tickets;
    - 4-1) setting the price for goods (works, services) when accepting payments using payment cards, exceeding the price of their sale when paying in cash;
  - 5) giving the seller (executor, manufacturer) the right to unilaterally change and (or) dissolve the agreement without the compliance with the norms of the Civil Code of the Republic of Kazakhstan on the grounds and procedure for changing and terminating the agreement;
  - 6) granting to the seller (executor, manufacturer) the right not to return the paid sum of money for the unsuccessful goods (services, works) in case of termination of the agreement;
  - 7) giving the seller (executor, manufacturer) the opportunity to increase the price without giving the consumer the right to terminate the agreement;
  - 8) giving the seller (executor, manufacturer) the right to determine the conformity of the goods to the terms of the agreement or granting him the right to interpret the agreement;
  - 9) limitation of the seller's liability (executor's, manufacturer's) for obligations assumed by its representatives;
  - 10) establishing the duty of the consumer to fulfill all obligations in the event that the seller (executor, manufacturer) does not fulfill its obligations;
  - 11) giving the seller (executor, manufacturer) the right to transfer their rights and obligations under the agreement to a third party without compliance with the norms of the Civil Code of the Republic of Kazakhstan on the change of persons in the obligation;
  - 12) other conditions that violate and (or) infringe on the rights and legitimate interests of consumers, determined by the civil legislation of the Republic of Kazakhstan.
3. If, as a result of application of the agreement terms that violate and (or) infringe upon the rights of the consumer, the consumer is damaged, they must be reimbursed in full by the guilty person.
  4. The consumer shall have the right for compensation damages caused to him by the seller (executor, manufacturer) in connection with the use of the advantages of his position by the latter.
  5. Any agreement concluded between the seller (executor, manufacturer) and the consumer on the sale of goods, performance of work, provision of services must contain clearly formulated and avoiding double interpretation conditions, which does not require special knowledge for their understanding.

**Footnote. Chapter 3 is supplemented by Article 8-1 in accordance with the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten**

calendar days after the day its first official publication); as amended by Law of the Republic of Kazakhstan № 156-VI as of 24.05.2018 (shall be enforced ten calendar days after its first official publication); dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

**Article 9. The right of consumers to education in the field of consumer protection and legal literacy for consumers to protect their rights and legitimate interests**

Footnote. The heading of Article 9 as amended by the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

The right of consumers to education in the field of consumer protection shall be ensured by including relevant requirements in state compulsory education standards and educational programs, as well as by organizing a system for informing consumers about their rights and necessary actions to protect these rights.

Footnote. Article 9 in the new wording of the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

**Article 10. Consumer right for receipt of information on goods (work, service), as well as on a seller (producer, executor)**

1. Consumer shall have the right to receive full, trustworthy and well-timed information on goods (work, service), as well as on a seller (producer, executor) in accordance with Article 25 of this Law.

2. If provision of incomplete, untrustworthy and untimely information on goods (work, service), as well as on a seller (producer, executor) entails:

acquisition of goods (work, service) that do not have the properties required to a consumer, he (she) shall have the right to dissolve the contract and claim compensation of losses inflicted to him (her);

impossibility to use of acquired goods (work, service) for its intended purpose, the consumer shall have the right to claim provision of proper information within three calendar days from the date of acquisition of goods (performance of work, rendering of a service). If information is not provided within mentioned term, the consumer shall have the right to dissolve the contract and claim compensation of losses inflicted to him (her);

infliction of harm to life, health and (or) property of a consumer, he (she) shall have the right to submit a request to a seller (producer, executor) provided by Articles 16 and 31 of this Law.

**Article 11. The right of consumers to purchase safe goods (work, services)**

The consumer shall have the right to ensure that the goods (work, service) under the established conditions of its use, storage, transportation and disposal are safe for life, health and (or) property of the consumer, the environment. Requirements that must ensure the safety of goods (work, services) shall be mandatory and established in accordance with the legislation of the Republic of Kazakhstan in the field of technical regulation.

**Footnote. Article 11 in the new wording of the Law of the Republic of Kazakhstan dated 29.10.2015 № 376-V (shall be enforced from 01.01.2016).**

#### **Article 12. Consumer rights to free choice of goods (work, service)**

Consumer shall have the right to free choice of goods (work, service) not seized from civil turnover or not restricted in a turnover, at a time which is convenient to him (her) considering the work regime of a seller (producer, executor).

#### **Article 13. Consumer rights to proper quality of goods (work, service)**

1. If there are compulsory requirements to a quality of goods (work, service) provided in the manner established by the legislation of the Republic of Kazakhstan, the consumer shall have the right to receive the goods (work, service) being relevant to these requirements.

2. Consumer shall have the right to check the quality, completeness, weight, volume, quantity, sizes of acquired goods (work, service), to conduct of checking the properties in his (her) presence or demonstration of correct and safe use of goods, if this is not excluded in view of a character of the goods.

3. If the consumer informed a seller (executor) on particular purposes of acquisition of goods (performance of work, rendering of a service) upon conclusion of a contract, he (she) shall have the right to receive the goods (work, service) of proper quality suitable for use in accordance with these purposes.

4. Upon sale of goods by sample and (or) description, the consumer shall have the right to receive goods that conform to the sample and (or) description.

#### **Article 14. Consumer rights to exchange or return of goods of proper quality**

1. The buyer shall have the right to exchange the purchased goods at the place of purchase or other places declared by the seller (manufacturer) to a similar product of a different size, shape, style, coloring, bundling and etc. or to another product by the parties agreement, having made in the event of a difference in price the necessary recalculation with the seller.

Exchange shall be made in accordance with Article 30 of this Law.

2. In the absence of necessary goods for exchange at a seller (producer), the customer shall have the right to return the purchased goods to a seller (producer) and receive a sum of money paid for them.

3. Place of exchange or return of goods is a place of purchasing the goods, unless otherwise provided by the contract.

**Footnote. Article 14 as amended by the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication).**

#### **Article 15. Consumer rights in case of selling goods of improper quality**

1. Consumer to whom the goods of improper quality are sold, if their defects were not specified by a seller, shall have the right to claim at own choice:

- 1) proportioned decrease of a purchase price;
- 2) gratuitous removal of defects of goods.

In case when a seller of goods of improper quality is not their producer, the requirements mentioned in subparagraphs 2), 4) and 5) of this paragraph may be submitted to the seller or producer at the choice of the customer;

- 3) compensation of own expenses for removal of defects of goods;
- 4) exchange to the goods of the same brand (model, article);
- 5) exchange to the same goods of other brand (model, article) with the relevant recalculation of purchase price;
- 6) dissolution of contract and return of a sum of money paid for goods.

Right to compensation of inflicted losses shall be remained on a consumer independently from the requirement chose by him (her) mentioned in subparagraphs 1) – 6) of a part one of this paragraph.

1-1. Regarding technically complex commodity and its component, the consumer may demand replacement with the commodity of similar brand (model, article) or replacement with the same commodity of another brand (model, article) with appropriate recalculation of the purchase price, or dissolution of the contract and return of the money paid for the commodity only in case of substantial defect of technically complex commodity.

In other cases with a technically complex commodity, the consumer may demand the removal of defects without compensation or a proportional reduction in the purchase price with a corresponding recalculation of the difference.

2. The consumer shall have the right to file the claims referred to in paragraphs 1 and 1-1 hereof at the place of purchase, unless otherwise stipulated by the contract.

3. The consumer shall have the right to assert the claims set forth in paragraphs 1 and 1-1 hereof, provided that they are identified within the time limits prescribed by this Law.

**Footnote. Article 15 as amended by Law of the RK No. 87-VII of 27.12.2021 (shall be enacted ten calendar days after its first official publication).**

**Article 16. Consumer right to compensation of losses (harm) inflicted to their lives, health and (or) property in a full measure due to defects of goods (work, service)**



1. Consumer shall have the right to compensation of losses (harm) inflicted to his (her) life, health and (or) property due to design, prescribed or other defects of goods (work, service) in a full measure.

2. Right to claim compensation of losses (harm) inflicted due to defects of goods (work, service) shall be recognized for any consumer independently from a guilty of a seller (producer, executor) and from that if he (she) is in contractual relations with him (her) or not.

#### **Article 17. Terms of submitting requirements by a consumer in respect of defects of goods**

1. In respect of goods to which the shelf life is established, the consumer shall have the right to submit requirements on defects of the goods, if they are detected within the shelf life of the goods.

2. If the guarantee period is established for the goods, the consumer shall have the right to present claims related to the defects of the goods, if there are ones in the goods during the warranty period.

The guarantee period shall begin from the moment of transfer of the goods to the buyer, unless otherwise provided by the agreement.

If the product is not subject to a guarantee period or expiration date, the requirements related to defects in the goods may be presented by the consumer provided that the defects in the goods sold were discovered within two years from the date of delivery of the goods to the consumer if longer periods are not established by the legislation of the Republic Kazakhstan or the agreement.

In cases when the guarantee period provided by the agreement is less than two years and the defects in the goods were discovered by the consumer after the guarantee period, but within two years from the date of transfer of the goods to the consumer, the seller (manufacturer) shall be liable if the consumer proves that the goods' defects arose before the transfer of goods to the consumer or for the reasons that arose before that moment.

Unless otherwise provided by the agreement, the guarantee period for the component product shall be considered equal to the guarantee period for the main product and shall begin to expire simultaneously with the guarantee period for the main product.

When replacing the goods (component parts), the guarantee period shall be recalculated, unless otherwise stipulated by the agreement.

In the case when the component product and the component part of the goods in the agreement have a guarantee period of shorter duration than the guarantee period for the main product, the consumer shall have the right to make claims about the defects of the component product and the component part of the goods if they are found during the guarantee period for the main product.

If a guarantee period of the component product has a longer period of time than the guarantee period for the main product established in the contract, the consumer shall have the



right to make claims about the defects of the goods, if the defects in the component are found during the guarantee period for it, regardless of the expiration of the guarantee period for the main product.

When selling goods by samples, by mail, by electronic commerce, and also in cases where the moment of concluding the agreement of sale and the moment of transfer of the goods to the consumer do not coincide, the guarantee period or the time period for revealing the defects of the goods is calculated from the date of transfer (delivery) of the goods to the consumer, and if the product needs a special installation (connection) or assembly, - from the day of its installation (connection) or assembly. If the consumer is deprived of the opportunity to use the goods in circumstances that depend on the seller (manufacturer), the guarantee period or the deadline for revealing the defects of the goods shall not be calculated until the seller (the manufacturer) eliminates such circumstances. If the day of transfer (delivery), installation (connection) or assembly of goods, elimination of circumstances dependent on the seller, due to which the consumer cannot use the goods for their intended purpose, it is impossible to determine, this period shall be calculated from the date of conclusion the agreement of sale.

If the date of transfer is impossible to establish, these terms shall be calculated from the date of the goods manufacture.

If only the month and year or year of manufacture of the goods are indicated in the date of the goods manufacture, the day of its manufacture shall be the last day of the month or year, respectively.

3. The terms specified in this article shall be communicated to the consumer in the information on the goods provided to the consumer in accordance with Article 25 of this Law.

**Footnote. Article 17 as amended by the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication).**

**Article 18. The right of the consumer to receive from the seller (manufacturer, performer) a document confirming the fact of acquisition of goods (performance of work, provision of services), or an agreement concluded upon the acquisition of goods (performance of work, provision of services)**

1. The consumer has the right to receive from the seller (manufacturer, performer) a document confirming the fact of the acquisition of goods (performance of work, provision of services), or an agreement concluded when purchasing goods (performing work, rendering services).

2. The consumer's lack of a document confirming the fact of the acquisition of goods (performance of work, provision of services), or the contract concluded when purchasing

goods (performing work, providing services), does not deprive him of the right to refer to witness testimony, as well as documents and other means of proof, including photo and (or) video recording, to confirm the fact of purchasing the goods.

**Footnote. Article 18 as amended by the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).**

**Article 19. Consumer right to submission of a claim to an initiator (organizer) of games on quality of goods (work, service) transferred (performed, rendered) in the form of winning**

Initiator (organizer) of games shall satisfy requirements of a consumer within twenty calendar days by referring to a seller (producer, executor) on removal of defects of goods (work, service), unless he (she) proves that defects of goods (work, service) occurred after their transfer (performance, rendering) to a consumer due to violation of the rules of using the goods by the consumer or its storage or actions of third parties or insuperable force.

**Article 20. Consumer right for creation of public associations of consumers**

Consumers shall have the right to cooperate on voluntary grounds in public associations of consumers.

**Article 21. The right to redress for non-pecuniary damage**

Compensation for moral damage caused to the consumer as a result of a violation by the seller (manufacturer, performer) of his rights and legitimate interests, provided for by the legislation of the Republic of Kazakhstan on protection of consumer rights, may be carried out by a court or subjects of pre-trial settlement of consumer disputes, unless otherwise provided by the laws of the Republic of Kazakhstan.

Compensation for moral damage is carried out regardless of compensation for losses (damage) caused due to defects in goods (work, services).

The amount of compensation for moral damage caused to the consumer is determined by the parties to the consumer dispute, depending on the nature of the physical and moral suffering caused to the consumer, taking into account the actual circumstances under which the moral harm was caused, and individual characteristics of the consumer.

Compensation for moral damage caused to the consumer as a result of a violation by the seller (manufacturer, performer) of his rights and legitimate interests, provided for by the legislation of the Republic of Kazakhstan on protection of consumer rights, can be carried out by the subjects of pre-trial settlement of consumer disputes only with the consent of the parties.

Footnote. Article 21 as amended by the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

#### **Article 22. Consumer right to protection of rights and legal interests**

Footnote. Article 22 is excluded by the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

#### **Chapter 4. RIGHTS AND OBLIGATIONS OF A SELLER**

##### **(PRODUCER, EXECUTOR) Article 23. Rights and obligations of the seller (manufacturer, executor) for establishing the guarantee period**

1. The manufacturer (executor) shall have the right to establish a guarantee period for the product (work, service), unless otherwise specified by the legislation of the Republic of Kazakhstan, during which in the event of a lack of goods (work, service), the manufacturer (executor) is obliged to satisfy the consumer's requirements established by this Law.

2. The seller shall have the right to increase the guarantee period established by the manufacturer (executor), but shall have no right to reduce it.

3. The seller (manufacturer, executor) shall be entitled to take obligations in respect of defects in the goods found after the guarantee period (additional obligation).

The maintenance of the additional obligation of the manufacturer, the validity of such obligation and the procedure for the consumer to exercise the rights under such an obligation shall be determined by the seller (manufacturer, executor).

4. The seller shall be obliged to fix the guarantee period for the product if the manufacturer (executor) has not performed the obligation to fix it or performed it improperly as prescribed by the legislation of the Republic of Kazakhstan.

5. The guarantee obligation does not terminate if it is impossible to fulfill such an obligation because of the lack of materials, components or spare parts necessary for its implementation.

Footnote. Article 23 in the new wording of the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication).

##### **Article 24. Obligations of a seller (producer, executor)**

Seller (producer, executor) shall be obliged to:

1) provide access to information on the commodity (work, service), as well as on the seller (manufacturer, performer) in the Kazakh and Russian languages, corresponding to the

requirements of the Law of the Republic of Kazakhstan “On Languages in the Republic of Kazakhstan”;

2) ensure safety of goods (work, service);

3) ensure free choice of goods (work, service);

4) ensure proper quality of goods (work, service);

5) ensure exchange or return of goods of proper and improper quality;

6) compensate losses (harm) inflicted to life, health and (or) property of a consumer in a full measure due to defects of goods (work, service);

7) have cash register machines in the manner and in cases provided by the tax legislation of the Republic of Kazakhstan;

8) to publish in the location of cash registers information in Kazakh and Russian, complying with the Law of the Republic of Kazakhstan "On Languages in the Republic of Kazakhstan", on the need for the consumer to get a control (sales) receipt and on his/her right to apply to the state revenue authorities (indicating the telephone number of the relevant state revenue authorities) in case of violation of the cash registers application procedure;

9) ensure existence of a breast card (badge) of an individual immediately carrying out the activity on selling the goods (performance of works, rendering of services) with specification his (her) last name, first name and patronymic (when available) and compliance with sanitary rules and hygiene standards by him (her);

10) upon sale of goods (performance of work, provision of services), issue a document confirming the fact of the acquisition of goods (performance of work, provision of services), or an agreement concluded upon the acquisition of goods (performance of work, provision of services);

11) comply with stated work regime;

12) perform other requirements provided by this Law and other Laws of the Republic of Kazakhstan.

The seller (producer) is obliged to indicate the cost of the goods with a price tag, exhibited on the inside and outside shop windows of a trading facility, in tenge, and also to provide conditions for the storage of the goods.

The producer (executor) is obliged to indicate the cost of works and services in tenge in writing.

Producer shall be obliged to establish a shelf life, storage period of goods.

The seller in e-commerce, before concluding a contract of sale, is obliged to provide the consumer with information on the procedure for paying for goods and on their cost.

The seller (manufacturer) shall be obliged to sell, and the consumer shall have the right to buy the goods according to the specified cost, issued by the label of prices, exhibited in the internal and (or) external windows of the commercial object.

It is forbidden for the seller (manufacturer, executor), except in cases stipulated by the legislation of the Republic of Kazakhstan, to restrict the rights of consumers with regard to the use of photo and video recording.

Footnote. Article 24 as amended by the Law of the Republic of Kazakhstan dated 07.11.2014 No. 248-V (shall be enforced upon expiry of ten calendar days after the date of its first official publication); dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); № 215-VI as of 08.01.2019 (shall be enforced ten calendar days after its first official publication); № 241-VI as of 02.04.2019 ( shall be enforced ten calendar days after its first official publication); dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication); No. 94-VII of 29.12.2021 (shall be put into effect ten calendar days after its first official publication).

#### **Article 25. Obligation of a seller (producer, executor) on provision of information on goods (work, service)**

1. Information on goods (work, service) shall contain compulsorily:

1) name of goods (work, service);

2) types and special aspects of suggested works (services);

3) a mark of conformity in the event that goods (works, services) are subject to a procedure for conformity confirmation established by technical regulations, standardization documents and other documents;

4) details on main consumer properties of goods (work, service), on food, biological and energy value of a product, as well as details on contraindications for their use upon separate diseases in cases and in the manner provided by the legislation of the Republic of Kazakhstan ;

4-1) information on attribution of products to organic products, if it is such in accordance with the requirements of the legislation of the Republic of Kazakhstan;

5) composition of goods, in respect of food products – details on composition, as well as on existence and quantity of food supplements, feed and feed supplements, biologically active supplements to food;

6) details on existence of components in food products consisting of (or) received with the use of genetically modified organisms, in case if their content in such component is 0,9 and more percent. By this, the words “These product contains genetically modified organisms” shall be stated as a separate sentence, for packed products – on a label, for non-packed products – on marking about the product;

7) trade mark of a producer;

8) origin country of goods;

9) the cost in tenge and conditions for the purchase of goods (works, services);

10) existence or absence of a guarantee period;

11) recommendations on preparation of food products, if it is required from the specification of the goods;

12) date and place of production, period of service and (or) shelf life, and (or) storage life of goods, instruction of conditions of storing the goods if they differ from usual conditions of storage of the relevant goods or require special storage conditions, as well as details on necessary actions of a consumer upon expiry of mentioned terms and possible consequences upon non-performance of such actions, if the goods represent danger to life, health and (or) property of the consumer and environment upon expiry of the mentioned terms and become unsuitable for use for their intended purpose;

13) name (firm name), location (legal address) of a seller (producer, executor), location of an individual entrepreneur or legal entity (its branch, representation) authorized by the seller (producer) for acceptance of claims from a consumer and performing repair and maintenance support of goods;

14) reference to a particular person that will perform work (render a service) and information about him (her), if it is of importance proceeding from the character of work (service);

15) reference to use phonograms, audiovisual record upon rendering of entertainment services by music performers;

16) size of weight (net), volume, quantity and (or) completeness of goods (work, service);

17) details on purpose and on conditions of effective and safe use of goods, as well as other details that in accordance with the Laws of the Republic of Kazakhstan are compulsory for representing to a consumer or are provided by the contract concluded between the consumer and seller (producer, executor).

If the goods acquired by a consumer were in use or defect in there was removed, the consumer shall be provided by information about this. In case of acquisition of such goods, the details on existence of a defect shall be specified in a document confirming the fact of acquisition.

2. The seller (manufacturer) shall be obliged to report timely about non-food goods of the proper quality that cannot be exchanged or returned in accordance with paragraph 1 of Article 30 of this Law.

Information on the goods sold through electronic commerce shall be communicated to the consumer through information technology.

3. The information provided for in paragraphs 1 and 2 of this article is brought to the attention of the consumer in Kazakh and Russian in the documentation attached to the goods (work, service), on consumer packaging, labels or using any other method accepted for certain types of goods (works, services).

The text of the information must comply with the requirements of the Law of the Republic of Kazakhstan “On Languages in the Republic of Kazakhstan”.

3-1. Upon realization of commodities via electronic commerce, information on the name of the commodity (works, services), cost and conditions of purchase of the commodity (works, services), as well as information on the main consumer properties of the commodity (works, services), food, biological and energy value of the product, as well as information on contraindications for their use in certain diseases in cases and order prescribed by the legislation of the Republic of Kazakhstan shall be delivered to consumers in Kazakh and Russian languages through information and communication services.

The text of the information, as well as the data must satisfy the requirements of the Law of the Republic of Kazakhstan “On Languages in the Republic of Kazakhstan”.

It is allowed to place links to websites containing information on main consumer properties of goods (work, service) on a website used by the seller for e-commerce.

4. Food products and other goods filled and packed in a consumer packaging not at a place of their production, except for information mentioned in paragraph 1 of this Article shall contain information on a filler and packer (last name, first name and patronymic (when available), as well as date and time of filling and packing.

5. When selling goods according to a sample and (or) description, and also when selling goods through e-commerce, the seller must deliver goods matching the sample and (or) description to the consumer.

6. The consumer must be provided with certificates of conformity or a declaration of conformity, including an imported goods, subject to mandatory confirmation of compliance.

7. Information provided in one language or in a foreign language shall be considered as not provided.

**Footnote. Article 25 as amended by the Laws of the Republic of Kazakhstan dated 27.11.2015 № 424-V (shall be enforced upon expiry of six months after the day its first official publication); dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); № 215-VI as of 08.01.2019 (shall be enforced ten calendar days after its first official publication); № 184-VI as of 05.10.2018 ( shall be enforced six months after its first official publication); № 241-VI as of 02.04.2019 ( shall be enforced ten calendar days after its first official publication); No. 94-VII of 29.12.2021 (shall come into force from 01.03.2022).**

#### **Article 26. Obligations of a seller (producer, executor) on provision of information on the seller ( producer, executor)**

1. The seller (manufacturer, performer) must inform the consumer of its name (corporate name), location (legal address) and mode of operation by placing the above information in Kazakh and Russian, consistent with the Law of the Republic of Kazakhstan “On Languages in the Republic of Kazakhstan”, in the place of realization of a commodity (performance of work, rendering of services).



Seller (producer, executor) that is an individual entrepreneur shall also provide information to a consumer on own last name, first name, patronymic (when available), as well as on state registration and name of a body carrying out his (her) registration as an individual entrepreneur.

2. If the type of activity performed by the seller (manufacturer, performer), is subject to licensing, the consumer must be provided with an information on the license, its validity period, the public authority issuing it, in Kazakh and Russian, complying with the requirements of the Republic of Kazakhstan Law “On Languages in the Republic of Kazakhstan”, and upon the consumer's request, an opportunity to see the original or a notarized certified copy of the license is provided.

3. Information provided by paragraphs 1 and 2 of this Article shall be also brought to notice of a consumer upon carrying out of trading, domestic and other types of servicing of consumers outside permanent location of a seller (producer, executor) in temporary premises, at exhibitions, from trays and in other cases.

4. The seller (manufacturer, performer) must bring to the attention of the consumer its contact information (address and telephone number) and contact information (address and telephone number) of the competent authority, the conditions for selling goods (performing work, providing services), as well as information about the seller's (manufacturer, performer) obligation when selling goods (performing work, providing services) to issue a document confirming the fact of purchase of goods (performing work, providing services), the contract concluded at the purchase of goods (works, services) by placing the above information in the Kazakh and Russian languages, complying with the requirements of the Law of the Republic of Kazakhstan “On Languages in the Republic of Kazakhstan”, in the place of sale of goods (works, services).

The requirements provided for in paragraph 1 of this article and part one of this paragraph apply to sellers (manufacturers, performers) in electronic commerce, subject to the requirements of paragraph 2 of Article 33-2 of this Law.

**Footnote. Article 26 as amended by the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication); dated 03.07.2020 No. 359-VI ( shall be enforced upon expiry of ten calendar days after the day of its first official publication ); No. 94-VII of 29.12.2021 (shall be put into force ten calendar days after the date of its first official publication).**

#### **Article 27. Obligations of a seller (producer, executor) on safety ensuring of goods (work, service)**

1. The seller (manufacturer, performer) is obliged to be responsible for the safety of goods (work, services) during the established warranty period, storage period or shelf life.

2. Seller (producer, executor) shall be obliged to inform a consumer on a possible risk and on conditions of safety use of goods (work, service). By this, if it is necessary to comply with special rules for safety use of goods (work, service), their storage, transportation or utilization, the producer (executor) shall be obliged to specify them in a documentation attached to the goods (work, service), on a consumer packing, tags or by other methods accepted for separate types of goods (work, service).

3. Sale of goods subjected to compulsory confirmation of conformity, as well as imported goods without the relevant conformity certificates or declaration of conformity shall not be allowed.

4. If upon compliance of a consumer with established rules of use, storage, transportation or utilization of goods, he (she) inflicts or may inflict a harm to life, health and (or) property of the consumer, environment, the seller (producer) shall be obliged to suspend its production immediately until removal of the reasons of the harm. If the reasons of harm are impossible to remove, the seller (producer) shall be obliged to withdraw such goods from production (sale) and inform immediately the relevant state bodies about this, take all necessary measures on well-timed informing of a consumer through mass media on a possible danger for his (her) life, health and (or) property, environment, withdrawal of goods from turnover and revocation from the consumer.

Informing a consumer through mass media on goods representing a danger for his (her) life, health and (or) property, environment shall be carried out on account of funds of a seller (producer).

5. Upon non-performance of obligations provided by paragraph 4 of this Article by a seller (producer), the withdrawal of goods from production, their withdrawal from turnover and revocation from a consumer shall be made upon prescription of the relevant state body. Non-performance of the prescription of the relevant state body shall entail responsibility established by the Laws of the Republic of Kazakhstan.

Losses inflicted to a consumer due to revocation of goods shall be subject to compensation by a seller (producer) in a full measure.

**Footnote. Article 27 as amended by the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).**

## **Article 28. Obligations of a seller (producer, executor) on ensuring of free choice of goods (work, service)**

1. The seller (manufacturer, executor) shall be obliged to provide the consumer with a free choice of goods (work, services) of proper quality at a convenient time for the consumer, taking into account the mode of operation of the seller (manufacturer, performer). It is forbidden to force the consumer to purchase goods (work, service) in unnecessary quantity and (or) assortment.

1-1. It is prohibited to condition the purchase of certain goods (works, services) by the obligatory purchase of other goods (works, services).

Losses (damage) caused to the consumer as a result of violation of his right to a free choice of goods (works, services) are reimbursed by the seller (manufacturer, performer) in full.

It is prohibited to condition the satisfaction of consumer demands made during the warranty period on conditions not related to defects in goods (works, services), and to impose the purchase of goods (works, services) as a condition for fulfillment of a warranty obligation, with the exception of goods (works, services), provided by the requirements of the manufacturer (performer).

2. Seller shall use the measuring means admitted for use in the territory of the Republic of Kazakhstan in accordance with the legislation of the Republic of Kazakhstan on ensuring the uniformity of measurements upon sale of goods.

3. In cases of occurrence of doubts of weight, quantity, length and other characteristics of goods (work) of a consumer, the seller (producer) shall be obliged to provide a possibility to check mentioned characteristics on an individual basis with help of means of measurement admitted to use in the territory of the Republic of Kazakhstan in accordance with the legislation of the Republic of Kazakhstan on ensuring the uniformity of measurements.

4. Establishment of any advantages, direct or indirect restrictions upon choice of goods (work, service) shall not be allowed, with the exception of cases provided by the Laws of the Republic of Kazakhstan.

5. When the seller sells goods through e-commerce, in case of technical sale the consumer shall be given an opportunity to evaluate or comment on (submit his/her review of the goods and the seller) the goods and the seller.

**Footnote. Article 28 as amended by the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); № 241-VI as of 02.04.2019 (shall be enforced ten calendar days after its first official publication); dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).**

#### **Article 29. Obligations of a seller (producer, executor) on ensuring of proper quality of goods (work, service)**

1. If the contract provides compulsory requirements to the quality of goods (work, service), the seller (producer, executor) shall be obliged to transfer the goods (perform work, render a service) to a consumer.

1-1. The seller (manufacturer, performer) is obliged to be responsible for the quality of the goods (work, service) during the established warranty period, storage period or shelf life.

2. Seller (producer, executor) shall be obliged to demonstrate properties of goods (work, service) and its use, if it is not excluded due to character of goods (work, service) and transfer

the goods (perform work, render a service) to a consumer, the quality of which conform to provided information on goods (performed work, rendered service) and conditions of the contract, as well as to provide the documents confirming quality and safety of goods (work, service) and their completeness to the consumer upon his (her) request.

3. In the absence of conditions on quality of goods (work, service) in the contract, the seller (producer, executor) shall be obliged to transfer the goods (perform work, render a service) to a consumer, conforming to requirements established by the legislation of the Republic of Kazakhstan and suitable for the purposes for which the goods (work, service) of such type are used.

4. If a seller (producer, executor) was noticed by a consumer on particular purposes of acquisition of goods (performance of work, rendering of a service), the seller (producer, executor) shall be obliged to transfer the goods (perform work, render a service) of proper quality to the consumer, suitable for use in accordance with these purposes.

5. Upon sale of goods by sample and (or) description, the seller shall be obliged to transfer goods to a consumer that conform the sample and (or) description.

**Footnote. Article 29 as amended by the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).**

### **Article 30. Obligation of a seller (producer) upon selling goods of proper and improper quality**

1. Seller (producer) shall be obliged to ensure exchange or return of non-food goods of proper quality, if they were not in use, if their marketable condition, consumer attributes, stamps, labels, as well as the document confirming the fact of acquisition of the goods are preserved, within fourteen calendar days, if the longer term is not established by the contract, from the date of acquisition of the goods, with the exception of:

- 1) medicines and medical devices;
- 2) underwear;
- 3) legwear garment;
- 4) animals and plants;
- 5) метражных goods, specifically tissues made of fibers of all the types, knit and curtain fabric, fur fabric, carpet goods, nonwoven fabrics, bands, laces, ribbons, wires, cords, cables, linoleum, mould, film, buckram;
- 6) a mobile subscriber unit.

In case if a document confirming the fact of acquisition of goods was lost or was not issued by any reasons to a consumer, the exchange or return of goods shall be made, if the consumer proves the fact of purchase from this seller (producer).

1-1. Within thirty calendar days of the goods' purchase, the seller (producer) is obliged to exchange or return sold goods with expired shelf life that do not meet the requirements established by technical regulations, standardization documents for products, including those

released in violation of intellectual property rights, regardless of their use, preservation of marketable appearance, consumer properties, seals, labels and refund the money paid for the purchased goods to the consumer.

2. In the event that the consumer discovers defects in the goods and demands it to be replaced, the seller (manufacturer) must replace it immediately and, if necessary, to carry out an additional examination (expertise) of the goods quality by the seller (manufacturer) within thirty calendar days from the date of the claim.

The goods of inadequate quality should be replaced by a new similar product, that is, for a product that was not in use.

If the seller (manufacturer) at the time of presentation a claim does not have the necessary goods for replacement, the replacement must be made within ten calendar days from the date of such claim.

The cost of additional examination (expertise) of the quality of goods shall be paid by the seller (manufacturer). If as a result of examination (expertise) of the goods it is established that the defects of the goods are absent or have arisen after the transfer of the goods to the consumer as a result of violation of the established rules for the use, storage or actions of third parties or force majeure, the consumer is obliged to reimburse the seller (the manufacturer) costs for examination (expertise), as well as costs associated with the goods transporting.

The consumer shall have the right to take part in the quality control and examination of the goods in person or through his representative, as well as to conduct an examination (expertise) of the goods at his own expense.

When replacing a product (component product), the guarantee period shall be recalculated from the date of transferring it to the consumer, unless otherwise provided by the agreement.

2-1. If a consumer finds a substantial defect in a technically complex product and makes a claim for rescission of the contract and a refund of the money paid, the seller (manufacturer, performer) of the technically complex commodity and its component must satisfy such a claim within three working days.

If a consumer identifies a substantial defect in a technically complex commodity and makes a claim for its replacement, the seller (manufacturer, performer) of the technically complex commodity and its component must satisfy such a claim within thirty working days.

If the seller sends a technically complex commodity for additional verification (expertise) of safety and (or) quality to authorities for confirmation of conformity or testing laboratories in case of disagreement with the consumer's claims, the period for the return or exchange of technically complex commodity shall be suspended for the period of such verification (expertise).

3. With the consumer's consent, the defects discovered in the goods must be eliminated by the seller (manufacturer) within ten calendar days from the moment of presentation of the relevant claim, unless another term is established by the agreement.

The deadline for elimination of defects in goods, as determined by the agreement, cannot exceed twenty calendar days. In case if during elimination of defects found in the goods it becomes obvious that they will not be eliminated in time, the parties may conclude an additional agreement on extending the deadline for eliminating the defects of the goods for ten calendar days. In this case, the lack of spare parts (details, materials), equipment, specialist and other necessary to eliminate defects in the goods is not a reason for exempting the manufacturer (seller) from the liability on violation the deadline for eliminating defects in the goods.

In case of elimination defects in the goods, the guarantee period shall be extended for the period during which the goods were not used. The specified time shall be calculated from the day of the consumer's claim with the requirement to eliminate the defects until the fulfillment of the consumer's claim.

When issuing the goods, the manufacturer (seller) shall be obliged to provide the consumer with information on the extension of the guarantee period in written form.

4. In respect of goods to which the guarantee period is not established by a seller (producer), or in case and manner provided by an item four of paragraph 2 of Article 17 of this Law, the seller (producer) shall answer for defects of the goods, if a consumer proves than they occurred before their transferring to the consumer or by the reasons that occurred before this moment.

Seller (producer) shall answer for defects of sold (produced) goods when he (she) did not know about them. Agreement on release of a seller (producer) from responsibility or on its restriction shall not be valid.

5. In respect of goods to which the guarantee period is established by a seller (producer), the seller (producer) shall be obliged to satisfy requirements of a consumer, unless he (she) proves that defects of the goods occurred after their transfer to a consumer due to violation of the rules of using the goods by the consumer or their storage or actions of third persons or insuperable force.

6. For the delay in meeting the consumer's requirements for the exchange, return of goods of good quality, as well as the requirements of the consumer in the event of the sale of goods of inadequate quality, the seller (manufacturer), who has failed to fulfill the consumer's demand, pays the consumer a penalty (fine, penalty) in the amount of at least one percent of the cost of the goods for each day of delay from the date of presentation of the claim until the day of satisfaction of the requirements, unless otherwise provided by the contract, the laws of the Republic of Kazakhstan.

The consumer's claims for payment of a penalty (fine, penalty) provided for by the contract, the laws of the Republic of Kazakhstan, are subject to satisfaction by the seller (manufacturer) on a voluntary basis within the period from the moment the claim is presented until the moment the requirements are satisfied.



In case of refusal to satisfy such requirements on a voluntary basis, the issue of payment of a penalty (fine, penalty) may be submitted to the subjects of pre-trial settlement of consumer disputes with the consent of the parties.

If it is impossible to settle a consumer dispute on the payment of a penalty (fine, penalty) to the consumer in the pre-trial settlement of a consumer dispute, the recovery of the penalty (fine, penalty) is carried out by the court.

7. When returning the money paid for the goods to the consumer, the seller (producer) may not deduct from it the amount by which the cost of the goods has decreased due to full or partial use of the goods, loss of marketable appearance or other similar circumstances.

When replacing goods having defects with goods of the same brand (model, article), the price is not recalculated.

When terminating a contract, settlements with the consumer shall be based on the price of the goods as of the time of their purchase.

Upon exchange of goods with defects for the goods of another brand (model, article) in case, if the price of the goods subjected to exchange is lower than the price of the goods represented in exchange, the consumer shall pay the price difference. In case of refusal of a consumer from supplemental payment, the parties shall dissolve the contract and the sum of money paid for purchased goods shall be returned to the consumer. In case when the price of the goods subjected to exchange is higher than the price of the goods represented in exchange, the price difference shall be paid to a consumer. In mentioned calculations, in case of increase of the price of the goods subjected to exchange, their price shall be applied for the date of submitting requirement, in case of decrease of price – for the date of purchase.

8. Seller (producer) shall be obliged to compensate expenses to a consumer linked with delivery and (or) return of goods of improper quality.

8-1. When selling goods through e-commerce, information on the possibility of goods' delivery and their cost shall be provided to the consumer before concluding a contract of sale.

9. Form of payment of acquiring goods shall be determined under agreement between a consumer and a seller (producer) in the manner established by the Laws of the Republic of Kazakhstan.

10. Before concluding a sales contract, a consumer in electronic commerce must have access to information about other conditions for the supply (delivery) of goods or the execution of a contract.

**Footnote. Article 30 as amended by the Law of the Republic of Kazakhstan dated 29.12.2014 No. 269-V (shall be enforced from 01.01.2015); dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); № 211-VI as of 28.12.2018 (shall be enforced ten calendar days after its first official publication); № 184-VI as of 05.10.2018 (shall be enforced six months after its first official publication); № 241-VI as of 02.04.2019 (shall be enforced ten calendar days after its first official publication); dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar**



days after the day of its first official publication); No. 87-VII of 27.12.2021 (shall come into force ten calendar days after the date of its first official publication).

**Article 31. Obligations of a seller (producer, executor) on compensation of losses (harm) in a full measure inflicted to life, health and (or) property of a consumer due to defects of goods (work, service)**

1. Seller (producer, executor) shall be obliged to compensate harm inflicted to life, health and (or) property of a consumer in a full measure due to design, prescribed or other defects of goods (work, service) or due to incomplete, inaccurate or untimely information on goods (work, service), as well as to give a respond to the consumer within ten calendar days from the date of submission of requirement on compensation of harm or to take the relevant measures for satisfying requirements of the consumer.

Inflicted harm shall be subject to compensation by a seller (producer, executor) independently from his (her) guilty and if the consumer is in contractual relations with him (her) or not.

2. In case of confirming the fact of defect of goods (work, service), the seller (producer, executor) shall be obliged to compensate expenses inflicted by a consumer, public association of consumers, association (union) in a full measure linked with conduct of examination of the goods (work, service).

3. Harm caused by defects of goods and violation of safety standards of goods shall be subject to compensation, if it is inflicted within the established shelf life (period of service) of the goods, and if the shelf life (period of service) is not established – within ten years from the date of production of the goods.

Harm inflicted due to defects of goods shall be subject to compensation at the choice of a consumer by a seller or producer of the goods.

Harm inflicted due to defects of work or service shall be subject to compensation by their executor.

4. In connection with the use of materials, equipment, tools and other means in the production of goods (performance of work, provision of services), regardless of whether the level of scientific and technical knowledge of the manufacturer (performer) allowed to reveal their special properties and characteristics, the harm caused by shortcomings of the goods (work, services), is subject to reimbursement.

5. The seller (manufacturer, executor) shall be responsible for harm caused to life, health and (or) property of the consumer, also if the goods are provided, sold, and the service is provided free of charge or at a reduced price.

6. The seller (manufacturer, executor) shall be released from liability when presenting evidence that the harm was caused due to actions of third parties or force majeure or violation by the consumer of established rules of use, storage of goods (work, services).

Footnote. Article 31 as amended by the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication).

**Article 32. Obligations of a producer (executor) on establishment of shelf life, storage life and period of service of goods**

1. The manufacturer shall be obliged to establish an expiration date and (or) shelf life in accordance with the legislation of the Republic of Kazakhstan in the field of technical regulation for the goods which consumer properties may deteriorate over time.

2. Seller (producer) shall be obliged to transfer the goods to which the shelf life and (or) storage life are established to a consumer with a such evaluation that they could be used for their intended purpose before expiration of the shelf life and (or) storage life.

3. Shelf life of goods shall begin from the date from production of the goods. If the date of production and date of readiness to be used do not coincide, the shelf life of the goods shall begin from the date of readiness to be used about which the consumer shall be informed. Sale of goods upon expiration of established shelf life and (or) storage life, as well as goods to which the shelf life and (or) storage life should be established, but they are not established, shall be prohibited.

4. Period of service shall be established to the goods, the use of which over determined term is hazardous for life, health and (or) property of a consumer, environment.

5. The manufacturer (executor) shall warn the consumer about the established period of use (the period of validity, service) of the goods (the result of works, services) or its part, of obligatory conditions of its use and the possible consequences in case of their non-fulfillment, as well as of necessary actions upon termination of this term.

Footnote. Article 32 as amended by the Laws of the Republic of Kazakhstan dated 29.10.2015 № 376-V (shall be enforced from 01.01.2016); dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication).

**Article 33. Obligation of a seller (producer, executor) to have a cash register machine and breast card**

1. Seller (producer, executor) shall be obliged to use cash register machine in the manner and in cases provided by tax legislation of the Republic of Kazakhstan.

A seller (manufacturer, executor) shall place information in Kazakh and Russian at the location of cash registers, complying with the requirements of the Law of the Republic of Kazakhstan "On Languages in the Republic of Kazakhstan", on the need for the consumer to receive a control (sales) receipt and his/her right to apply to the state revenue authority in case of violation of the cash register application procedure.

2. Seller shall ensure existence of a breast card (badge) at an individual immediately carrying out the activity on selling the goods (performance of work, rendering of a service) with specification of his (her) last name, first name and patronymic (when available) and photo.

**Footnote.** Article 33 as amended by the Law of the Republic of Kazakhstan dated 07.11.2014 No. 248-V (shall be enforced upon expiry of ten calendar days after the date of its first official publication); No. 94-VII of 29.12.2021 (shall take effect ten calendar days after the date of its first official publication).

#### **Article 33-1. Responsibilities of an electronic trading platform**

1. In order to protect consumers' rights and legitimate interests, an electronic trading platform is obliged to introduce internal procedures for preventing incorrect actions by sellers and providing false information by them to prevent illegal trade.

2. The software and hardware used by an electronic trading platform that support and accompany e-commerce and maintain the electronic trading platform shall be implemented through secure communication links.

**Footnote.** Chapter 4 is supplemented with Article 33-1 in accordance with law of the republic of Kazakhstan № 241-VI as of 02.04.2019 (shall be enforced ten calendar days after its first official publication).

#### **Article 33-2. Obligations of the seller (manufacturer, performer) to place information about the authorized body and subjects of pre-trial settlement of consumer disputes**

1. The seller (manufacturer, performer) is obliged to place the contact details (address and telephone number) of the authorized body and the subjects of pre-trial settlement of consumer disputes, as well as information on the right of the consumer to apply to them or to the court for protection of their violated rights and legitimate interests at the place of sale of goods (performance of work, provision of services).

If the seller (manufacturer, executor) is a member (participant) of a self-regulatory organization, information about this is subject to mandatory placement at the place of sale of goods (performance of work, provision of services).

2. When selling goods (performing work, providing services) through e-commerce, an indication of information about contact details (addresses and telephone numbers) of the authorized body and subjects of pre-trial settlement of consumer disputes by referring to the official Internet resource of the authorized body, as well as the consumer's right to apply to them or to the court for protection of their violated rights and legitimate interests is subject to placement through information and communication technologies.

It is obligatory to place on the Internet resource used by the seller (manufacturer, performer) the information about his contact details (actual address and phone number).

Footnote. Chapter 4 is supplemented by Article 33-2 in accordance with the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

**Chapter 5. PERFORMANCE OF WORK (RENDERING OF A SERVICE) Article 34. Terms of performing the work (rendering of a service)**

1. Executor shall be obliged to perform work (render a service) in term established by the contract on performance of work (rendering of a service), unless otherwise established by the Laws of the Republic of Kazakhstan.

2. The initial and final terms of performing work (rendering of a service) may be determined in the contract, as well as terms of completion of separate stages of work (interim terms).

In case if the work (service) is performed (rendered) by parts (delivery of periodical press, maintenance support) within the validity term of the contract, the interim terms of performing work (rendering of a service) shall be provided.

3. Initial, final and (or) interim terms of performing work (rendering of a service) mentioned in the contract may be changed under agreement of parties.

4. If the executor violated terms of performing work (rendering of a service) – the terms of beginning and (or) completion of performing the work (rendering of a service) and (or) interim terms of performing work (rendering of a service) that its completion becomes impossible to be done in time, the consumer shall have the right to refuse from the contract and claim compensation of losses.

If by the time of performance of work it becomes obvious that it will not be performed properly, the consumer shall have the right to appoint a new term for removal of defects and upon non-performance of this requirement within appointed term by an executor – to refuse from the contract or charge a third person to correct work on account of the executor, as well as to claim compensation of losses.

Requirements of a consumer established by this paragraph shall not be subject to satisfaction, if the executor proves that delay of performing work (rendering of a service) occurred due to insuperable force or due to the fault of the consumer.

5. New terms appointed by a consumer within which the executor shall begin to perform work (render a service) and complete it, shall be specified in the contract.

In case of delay of new appointed terms more than ten calendar days, the consumer shall have the right to submit another requirements established by paragraph 4 of this Article.

6. Upon dissolution of the contract in case of untimely performance of work (rendering of a service), the executor shall not have the right to require compensation of own expenses made in the process of performance of work (rendering of a service), as well as payment for the work (service) that is already performed (rendered).

### **Article 35. Consumer rights upon detection of defects in performed work (rendered service)**

1. Upon detection of defects in performed work (rendered service), the consumer shall have the right to claim at own choice:

- 1) removal of defects in performed work (rendered service) without compensation;
- 2) the relevant decrease of remuneration for performed work (rendered service);
- 3) gratuitous production of another item from the same material of the same quality or repeated performance of work (rendering of service);
- 4) compensation of own expenses for removal of defects when the right of a consumer to remove them is provided in the contract.

2. Consumer shall have the right to dissolve the contract and claim compensation of losses, if defects in performed work (rendered service) were not removed by an executor within established term or if the deviations in work (service) from conditions of the contract or other defects of work (service) are essential and irremovable.

3. Requirements established by paragraphs 1 and 2 of this Article may be submitted in case of detection of defects upon acceptance of work (service) or in the course of its performance (rendering) or use within the terms established by the Civil Code of the Republic of Kazakhstan, and in case of impossibility to detect the defects upon acceptance of work (service) within the guarantee period, in case of detection of hidden defects – within one year, in respect of works linked with buildings and structures, as well as independently from the type of works – in respect of defects that were hidden intentionally by the executor – within three years from the date of acceptance of works.

Requirement on gratuitous removal of such defects of work (service) that may represent a hazard for life or health of the consumer himself (herself) and other persons may be submitted by the consumer or his (her) legal successor within three years from the date of acceptance of work (service).

Such requirement may be submitted independently from when these defects were detected, as well as upon their detection upon completion of the guarantee period.

4. Defects of work (service) detected in the course of its performance (rendering), and defects of performed work (rendered service) shall be removed within ten calendar days after the date of submission of the relevant requirement, unless otherwise established by the contract.

The term of removing defects appointed by a consumer or coordinated by the parties shall be fixed in the contract.

5. For violation of the terms of beginning and completion of performing work (rendering of a service), as well as for the violation of terms of removing defects of work (service), the executor shall be obliged to pay a penalty in amount of one percent of the costs of work (service) for each day of delay, unless otherwise established by the Laws of the Republic of Kazakhstan.

6. In cases when the guarantee period provided by the agreement is less than two years (five years for a real estate) and the defects in the work (services) were discovered by the consumer after the guarantee period, but within two years (five years for a real estate), the consumer shall have the right to present the claim provided by paragraph 1 of this Article, if it proves that such defects arose before the acceptance of the result of work (service) or for reasons that arose before that moment.

7. In case of revealing significant defects of work (service), the consumer shall have the right to present to the executor the claim for free elimination of defects, if he proves that the defects arose before he accepted the result of the work (service) or for reasons that arose before that moment. This claim may be presented if such defects are discovered after two years (five years in respect of a real estate) from the date of acceptance of the result of the work (service), but within the guarantee period established for the result of work (service) or within ten years from the date acceptance of the result of work (service) by the consumer, if the guarantee period is not established.

**Footnote. Article 35 as amended by the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication).**

#### **Article 36. Estimation for performance of work (rendering of a service)**

1. Estimation may be developed for performance of works (rendering of services) provided by the contract.

Development of estimation shall be compulsory if a consumer or executor insist on this.

2. Executor shall not have the right to require payment of work (service) and additional expenses not included to the estimation, if the consumer did not give a consent to their performance or did not charge performance of such works (rendering of such services) to the executor.

If there is necessity to exceed estimation, the executor shall be obliged to inform a consumer immediately about this. In this case, the consumer shall have the right to refuse from the contract compensating the expenses to an executor incurred for performed work (rendered service) according to the estimation.

If the executor did not inform a consumer on exceeding of estimation, he (she) shall be obliged to perform work (render a service) without claiming the compensation of expenses over the estimation.

3. In case of significant increase after the conclusion of the contract, the cost of materials and equipment that must be provided by the executor, as well as the services rendered to it by third parties, the executor shall have the right to demand an increase in the established estimate, and if the consumer refuses to fulfill this requirement, the termination of an agreement.



Footnote. Article 36 as amended by the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication).

#### **Article 37. Performance of work with material of an executor**

1. Executor shall perform work determined by the contract with own material and by own efforts, if the consumer does not require performance of work with his (her) material.

Executor performing work with own material shall bear responsibility for its proper quality.

2. Material of an executor shall be paid by a consumer upon conclusion of the contract in full or in amount mentioned in the contract, with a final calculation upon acceptance of work by the consumer performed by the executor, unless other order of calculation for materials of the executor are provided by the agreements of parties.

In cases provided by the contract, material may be provided by an executor on credit. The following change of cost of the material provided on credit shall not entail recalculation.

#### **Article 38. Performance of work with material of a consumer**

1. If the work is performed in whole or partly from the customer's material, the executor shall be responsible for the safety of this material, its correct use.

The exact name and description of the material of the consumer should be indicated in the agreement on performance of work (rendering of service) or other document.

2. Executor shall be obliged to:

- 1) inform a consumer on unsuitability or poor quality of material transferred by him (her);
- 2) represent of a report on expenditure of material and return its remains.

3. Executor shall answer for loss and damage of material accepted from a consumer in accordance with the civil legislation of the Republic of Kazakhstan.

Cost of material transferred to an executor shall be determined by a consumer in the contract or another document (receipt, order) confirming its acquisition (purchase).

4. Executor shall be released from responsibility for full or partial loss (damage) of material accepted from a consumer, if the consumer was informed by the executor on its special properties that may entail its loss (damage).

5. Executor shall be obliged to inform a consumer in due time that compliance with instructions of a consumer and other circumstances depending on the latter shall entail change of quality of performed work or create impossibility of its completion in due time.

If the consumer did not change unsuitable or poor quality material, instructions on a method of performance of work or did not remove other circumstances entailing change of the quality of work, in spite of timely and reasonable prevention of the executor within the term established by the contract, the executor shall have the right to dissolve the contract.



Footnote. Article 38 as amended by the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication).

**Article 39. Payment for performance of work (rendering of a service)**

Form and procedure for payment for performed work (rendered service) shall be determined under agreement between a consumer and executor, unless otherwise provided by the Laws of the Republic of Kazakhstan.

**Chapter 6. PUBLIC ASSOCIATIONS OF CONSUMERS Article 40. Public associations of consumers**

1. Public associations of consumers shall carry out the activity oriented to sale and protection of consumer rights.

2. Public associations of consumers may be cooperate in associations (unions) in accordance with the legislation of the Republic of Kazakhstan on public associations.

3. It is prohibited to finance public associations of consumers, as well as their associations (unions), by subjects of private entrepreneurship.

Footnote. Article 40 as amended by the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication).

**Article 41. The rights of public associations of consumers, associations (unions)**

1. Public associations of consumers, associations (unions) have the right:

1) to make proposals on the improvement of the legislation of the Republic of Kazakhstan on the protection of consumers' rights to the authorized body and other state bodies;

2) to apply to the state bodies with a view to assisting in the consideration of the fact of violation of consumers' rights;

3) to study consumer properties of the product, the demand for it, conduct public inquiries to identify public opinion about the quality of the product (work, service);

4) to receive applications, complaints;

5) to apply to the state bodies for the purpose of assessing the quality of the goods (work, services) in the event of receipt of an application, a consumer complaint;

6) to represent the interests of consumers in the state bodies, as well as in other public associations in the manner determined by the laws of the Republic of Kazakhstan;

7) to bring claims to the court in the interests of consumers, including in the interests of an indefinite circle of consumers;

8) to investigate and disseminate information on the problems and rights of consumers in the media;

9) to implement social programs, projects, as well as individual activities aimed at solving social problems, on the protection of consumers' rights on the basis of state social orders;

10) to participate in the development of standardization documents and regulatory technical documents that establish mandatory requirements for the safety of goods (works, services);

11) to study and send information to the relevant state bodies on the compliance of consumers' rights in the sphere of trade, domestic and other types of services;

12) apply to the appropriate state bodies with a view to taking measures within their competence to the persons who have released and sold goods (have performed work and rendered services) that do not meet the established requirements for safety and quality;

13) to bring claims in the interests of consumers who are not members of public associations of consumers, in case of violation of their rights stipulated by the current legislation of the Republic of Kazakhstan;

14) to disseminate information on the results of research on the quality of goods (works, services), as well as other information that will facilitate the realization of the rights and legitimate interests of consumers.

The results of research on the quality of goods (works, services) published by public associations of consumers (their associations, unions) are not advertisement;

15) to submit proposals to the relevant state bodies and organizations on measures to improve the quality of goods (works, services);

16) to participate jointly with the relevant state bodies in formation of open and public information resources in the field of consumers' rights protection, quality and safety of goods (works, services) in the order established by the current legislation of the Republic of Kazakhstan;

17) to provide legal and consulting assistance to consumers;

18) to represent the interests of consumers in the mediation process in resolving conflicts between the consumer and the seller (executor, manufacturer) through their members;

19) to participate in the work of public councils in accordance with the procedure established by the Law of the Republic of Kazakhstan "On Public Councils";

20) initiate an examination of the quality and safety of goods (works, services) during public control;

21) to consider a consumer dispute in pre-trial order, except for cases when:

considering one dispute, public associations of consumers, associations (unions) act as subjects of pre-trial settlement of consumer disputes and representatives of the legitimate interests of the consumer;

public associations of consumers are members of an association (union), which acts as a representative of the legitimate interests of the consumer.

1-1. In order to prevent violations of the rights and legitimate interests of consumers and inform the population about this, public associations of consumers, associations (unions) exercise public control through:

visits to places of sale of goods (performance of work, provision of services) available to consumers;

the use of photo, audio, video recording of actions performed when visiting the places of sale of goods (performance of work, provision of services) available to consumers, taking into account the norms of the legislation of the Republic of Kazakhstan;

carrying out activities, including at the places of sale of goods (performance of work, provision of services), aimed at increasing legal literacy and the level of awareness of consumers about the possibilities of protecting their rights and legitimate interests, provided that the established mode of operation of the seller (manufacturer, performer) is not interfered with.

In order to exercise public control, public associations of consumers, associations (unions) form commissions consisting of at least three people, which may include representatives of other public associations of consumers, associations (unions).

Public control is carried out on the grounds and at intervals:

no more than twice a year based on the results of monitoring and summarizing consumer appeals received by public consumer associations, associations (unions);

once in order to verify the implementation of recommendations based on the results of the previous public control;

as public associations of consumers, associations (unions) receive five or more consumer complaints against the same seller (manufacturer, performer) during a quarter in one locality.

Before public control is carried out, information on the grounds for its conduct and the composition of the commission is communicated to the seller (manufacturer, performer) no later than one working day before the expected date of public control with a copy of the document on the establishment of the commission, its composition, and the date of public control.

The period of public control should not exceed one working day from the expected date of public control.

The results of the public control carried out with the recommendations of the commission are posted on the Internet resource of the public association of consumers, association (union) (if any), in the Unified Information System for Protection of Consumer Rights and (or) the mass media within thirty calendar days from the date of public control, indicating the date, place and information about the seller (manufacturer, performer) in accordance with Article 26 of this Law.

If violations of the rights and legitimate interests of consumers are detected, information about this is sent to the relevant state bodies, and is also provided to the subject of control.

2. Public associations of consumers, associations (unions) provide, upon request of the authorized body, information on:

- 1) the number and content of consumers' complaints;
- 2) events held for statutory purposes.

Footnote. Article 41 in the new wording of the Law of the Republic of Kazakhstan dated 21.04.2016 № 504-V (shall be enforced upon expiry of ten calendar days after the day its first official publication); № 184-VI as of 05.10.2018 (shall be enforced six months after its first official publication); dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

**Article 42. Protection of consumer rights by public associations of consumers, associations (unions )**

Footnote. Article 42 is excluded by the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (shall be enforced upon expiry of ten calendar days after the day of its first official publication).

## **Chapter 6-1. MEASURES TO PROTECT THE RIGHTS AND LEGITIMATE INTERESTS OF CONSUMERS**

Footnote. The Law is supplemented by Chapter 6-1 in accordance with the Law of the Republic of Kazakhstan dated 25.06.2020 No. 346-VI (see Article 2 for the enforcement procedure).

**Article 42-1. Institutional system for protecting the rights and legitimate interests of consumers**

1. Protection of the rights and legitimate interests of consumers is ensured by:

- 1) an authorized body, state bodies exercising functions in the field of consumer rights protection, a court;
- 2) subjects of pre-trial settlement of consumer disputes;
- 3) public associations of consumers, associations (unions), legal consultants who are members of the chamber of legal consultants and provide legal assistance, and other persons in accordance with the legislation of the Republic of Kazakhstan.

2. The system of protection of the rights and legitimate interests of consumers includes a set of consistent measures to ensure effective protection of consumer rights:

- 1) preventive measures to prevent violations of the rights and legitimate interests of consumers (consulting, public control, consumer education and increasing their legal literacy in matters of protecting their rights and legitimate interests, posting information about the authorized body and subjects of pre-trial settlement of consumer disputes in accordance with Article 33 -2 of this Law);

2) settlement of the issue of restoring the rights and legitimate interests of the consumer by the seller (manufacturer, performer), who violated his rights and legitimate interests, provided for by the legislation of the Republic of Kazakhstan on the protection of consumer rights;

3) protection and restoration of the violated rights and legitimate interests of consumers, compensation for the loss (harm) caused due to defects in goods (work, services) when considering a consumer dispute in pre-trial order;

4) bringing sellers (manufacturers, performers) to responsibility who violated the rights and legitimate interests of consumers;

5) protection and restoration of the violated rights and legitimate interests of consumers, compensation for the loss (harm) caused due to defects in goods (work, services) in court.

#### **Article 42-2. Consumer's right to protection of rights and legitimate interests**

1. The consumer, whose rights and legitimate interests have been violated, has the right to apply to the seller (manufacturer, performer), to state bodies exercising functions in the field of consumer protection, or to the subject of pre-trial settlement of a consumer dispute, as well as to the court to protect his violated rights and legitimate interests in the manner prescribed by this Law.

2. The provision of this article also applies in cases where the seller (manufacturer, performer), state bodies exercising functions in the field of consumer protection, or the subject of pre-trial settlement of a consumer dispute, as well as the court on behalf of the consumer are applied by its representatives specified in Article 42-3 of this Law.

#### **Article 42-3. Representatives of legitimate interests of consumers**

1. Representatives of consumers in the protection of their rights and legitimate interests may be:

1) public associations of consumers, associations (unions);

2) legal consultants who are members of the chamber of legal consultants in accordance with the Law of the Republic of Kazakhstan "On advocacy and legal assistance";

3) lawyers;

4) other persons in accordance with the legislation of the Republic of Kazakhstan.

2. Representatives of the legitimate interests of consumers are obliged to properly fulfill their duties, taking the necessary measures to restore the violated rights and legitimate interests of consumers, to compensate for the loss (harm) caused due to defects in the goods (work, service).

3. Representatives of the legitimate interests of consumers are obliged to explain to the consumer the possible results and consequences of the provided representative services, including the nature and amount of financial costs.

Representation of the legitimate interests of consumers is drawn up in writing with the obligatory indication of the terms, amount and conditions for the return of the provided representative services, as well as a list of actions performed by the representative on behalf of the consumer.

The choice of measures for provision of services to represent the legitimate interests of consumers should be based on the interests of the consumer.

4. Representatives of the legitimate interests of consumers in the performance of duties take measures to prevent conflicts of interest.

5. The representative of the legitimate interests of the consumer is prohibited from providing representative services in the event of a conflict of interest.

The representative of the legitimate interests of the consumer is obliged to refuse to provide representative services in cases where:

1) there is a conflict of interests between the consumer and the representative, his close relatives, as well as in the presence of other circumstances constituting a conflict of interest;

2) there are grounds provided for by the civil procedural legislation of the Republic of Kazakhstan.

6. Claims filed by public associations of consumers, associations (unions) in the interests of consumers for consideration in court are not subject to state duty.

7. Public associations of consumers, associations (unions) and chambers of legal consultants also consult consumers within the framework of the state social order to provide advice to the population on consumer protection issues and representative services to consumers in restoring their violated rights and legitimate interests.

8. Consulting assistance on consumer protection issues and representative services within the framework of the state social order are provided to:

1) persons receiving special social services in accordance with the legislation of the Republic of Kazakhstan on social protection;

2) persons receiving targeted social assistance;

3) participants of the Great Patriotic War and persons equated in benefits to the participants of the Great Patriotic War;

4) veterans of military operations on the territory of other states;

5) persons with disabilities of the first and second groups;

6) elderly people and persons with disabilities living in special social services centers;

7) mothers of many children awarded with pendants "Altyn alka", "Kumis alka" or previously received the title of "Mother Heroine", as well as those awarded with orders "Mother's Glory" of I and II degree;

8) other persons in a difficult social and financial situation.

**Footnote. Article 42-3 as amended by the Law of the Republic of Kazakhstan dated June 27, 2022 No. 129-VII (shall come into effect ten calendar days after the day of its first official publication); dated 20.04.2023 No. 226-VII (shall be enforced from 01.07.2023).**

#### **Article 42-4. Appeal of the consumer to the seller (manufacturer, performer)**

1. The consumer, whose rights and legitimate interests have been violated, has the right to apply to the seller (manufacturer, performer) with a claim to eliminate violations of rights and legitimate interests and compensate the consumer for the loss (harm) caused by these violations due to shortcomings of the goods (work, service) on a voluntary basis.

The consumer's claim against the seller (manufacturer, performer) is handed over in person or sent in the form of registered mail with a return receipt or to the e-mail address of the seller (manufacturer, performer), if such an address was previously indicated by the seller (manufacturer, performer).

2. The seller (manufacturer, performer) is obliged to consider the consumer's claim and, in case of disagreement with the consumer's requirements, within ten calendar days from the date of receipt of the consumer's claim, submit a reasoned written response, substantiated by documents. Copies of these documents must be attached to the response of the seller (manufacturer, performer) to the consumer. The response of the seller (manufacturer, performer) is presented to the consumer by the methods set forth in part two of paragraph 1 of this article.

If the response of the seller (manufacturer, executor) was sent to the post office or submitted through other means of communication before twenty-four hours of the last day of the period, then the period specified in part one of this paragraph shall not be considered missed.

3. If within ten calendar days the seller (manufacturer, performer) does not respond in writing to the claim or refuses to eliminate the violations and voluntarily compensate for the loss (harm) caused due to defects in the goods (work, service), and also refuses to take part in the consideration of the consumer dispute in pre-trial order, the consumer has the right to apply to the authorized body, state bodies exercising functions in the field of consumer protection.

#### **Article 42-5. Appeal to state bodies exercising functions in the field of consumer protection**

1. Consumers have the right to apply with an application or complaint to state bodies exercising functions in the field of consumer protection by filing an appeal in writing or through the Unified Information System for Protection of Consumer Rights.

When a consumer applies in writing, state bodies exercising functions in the field of consumer protection, or an authorized body, ensure that such an appeal is entered into the Unified Information System for Protection of Consumer Rights and sent to the appropriate state body exercising functions in the field of consumer rights protection, according to competence.

2. The consumer has the right to apply to state bodies exercising functions in the field of consumer protection no later than two months from the date of contacting the seller (



manufacturer, performer) with a claim for elimination of violations of rights and legitimate interests, compensation for loss (harm) due to product defects (works, services) on a voluntary basis, unless another period is established by the laws of the Republic of Kazakhstan.

3. The following is attached to the consumer's appeal: 1) a copy of the seller's (manufacturer's, performer's) response to the consumer's appeal, and if the seller's (manufacturer's, performer's) response is not received within the period established by this Law, a copy of the consumer's appeal to the seller (manufacturer, performer) (if any);

2) other documents confirming the circumstances set out in the appeal (if any).

4. In the appeal of the consumer the following must be indicated:

1) last name, first name, patronymic (if it is indicated in an identity document), individual identification number (if any), postal address of an individual;

2) data of the seller (manufacturer, performer) in respect of which the consumer's claims are filed (name, postal address, business identification number of the legal entity (if any);

3) the consumer's claim and the circumstances of the consumer dispute.

The application may contain contact details (phone numbers, fax numbers, e-mail addresses and other information), as well as materials necessary for the correct and timely consideration of the application, including photo, audio, video recording of goods (work performed, services rendered) and actions of the seller (manufacturer, performer), confirming the violation of the rights and legitimate interests of the consumer.

5. In the case of filing an appeal through the Unified Information System for Protection of Consumer Rights, scanned copies of the necessary documents are attached to the application.

If necessary, the state body exercising functions in the field of consumer protection, considering the consumer's appeal, has the right to request the originals of the submitted copies of documents.

#### **Article 42-6. Refusal to consider the consumer's appeal by state bodies exercising functions in the field of consumer protection**

1. The state body exercising functions in the field of consumer protection refuses to consider the consumer's appeal in the following cases:

1) the dispute between the same parties, on the same subject and on the same basis, is considered by the court;

2) there is a court decision that has entered into legal force or a decision made by the subject of pre-trial settlement of a consumer dispute regarding a consumer dispute between the same parties, on the same subject and on the same basis.

Other grounds for refusal may be established by this Law and other laws of the Republic of Kazakhstan.

2. The decision to refuse to consider the consumer's appeal must be made no later than within five working days from the receipt of the consumer's appeal, unless another period is provided by the laws of the Republic of Kazakhstan.

3. The decision to refuse to consider the consumer's appeal must be motivated.

#### **Article 42-7. Consideration of the consumer's appeal by state bodies exercising functions in the field of consumer protection**

1. When considering a consumer's appeal, state bodies exercising functions in the field of consumer protection have the right to:

1) request additional documents and information from the consumer;

2) request from the seller (manufacturer, executor), to whom the consumer's demand is presented, the submission of explanations and evidence necessary for consideration of the appeal;

3) request and receive from state bodies and institutions, other organizations the information necessary to consider the consumer's appeal.

2. Within three working days from the date of the decision to consider the consumer's appeal, the seller (manufacturer, contractor), in respect of whose actions the consumer's appeal is submitted, receives a message about the received consumer's appeal, copies of this appeal and its annexes with a request no later than within ten working days from the date of receipt of the message to provide exhaustive explanations and documents substantiating them.

The message can be sent to the seller (manufacturer, performer) by e-mail or phone number, as well as to other means of communication that ensure the notification or a record of a call.

If there is no information about the e-mail address or the phone number or other means of communication of the seller (manufacturer, performer) that ensure the record of the notification or call, the message is sent to the seller (manufacturer, performer) by telephone message via hybrid sending or by registered mail with notification of its delivery by last known place of residence or location.

3. Based on the results of consideration of the submitted documents and in case of detection of violations of the rights and legitimate interests of the consumer:

1) the seller (manufacturer, performer) is issued an order to eliminate violations;

2) a decision is made to hold the seller (manufacturer, performer) liable, established by the laws of the Republic of Kazakhstan.

Failure to comply with the order to eliminate violations issued by the state body exercising functions in the field of consumer protection entails liability established by the laws of the Republic of Kazakhstan.

The laws of the Republic of Kazakhstan may establish other procedures and terms for consideration of consumer appeals by state bodies exercising functions in the field of consumer protection.

## **Article 42-8. Pre-trial settlement of a consumer dispute**

1. The consumer has the right to offer the seller (manufacturer, performer) to submit the dispute for consideration to the subject of pre-trial settlement of consumer dispute - arbitration, mediator, public association of consumers, associations (unions) or self-regulatory organization, to which the seller (manufacturer, performer) is a member, information about which is placed by the seller (manufacturer, performer) in accordance with Article 33-2 of this Law.

In this case, the seller (manufacturer, performer) has the right to agree with the consumer and take part in the consideration of the consumer dispute in pre-trial order.

An agreement on the transfer of a consumer dispute to the subject of pre-trial settlement of a consumer dispute shall be drawn up in writing.

2. An appeal for pre-trial settlement of a consumer dispute may be filed by the consumer by contacting the subject of pre-trial settlement of consumer dispute or through the Unified Information System for Protection of Consumer Rights, if there is a written agreement of the parties to submit the consumer dispute for consideration of the subject of pre-trial settlement of the consumer dispute.

The subject of pre-trial settlement of a consumer dispute provides quarterly information on the results of consideration of consumer appeals to the authorized body.

3. Pre-trial consideration of a consumer dispute is carried out in accordance with the requirements of this Law and the legislation of the Republic of Kazakhstan on arbitration, mediation, self-regulation.

## **Chapter 7. FINAL PROVISIONS Article 43. Responsibility for breach of the legislation of the Republic of Kazakhstan on protection of consumer rights**

Breach of the legislation of the Republic of Kazakhstan on protection of consumer rights shall entail responsibility established by the Laws of the Republic of Kazakhstan.

## **Article 44. Order of entering of this Law into force**

1. This Law enters into force upon expiry of three months after its first official publication

2. The Law of the Kazakh Soviet Socialist Republic dated 5 June 1991 “On protection of consumer rights” shall be deemed to have lost force (The Bulletin of the Supreme Soviet of Kazakh SSR, 1991, No. 23, Article 267; 1992, No. 13-14, Article 313).

*The President  
of the Republic of Kazakhstan*

*N. Nazarbayev*

