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The protection of consumer rights has been strengthened in Uzbekistan

The President signed the Law “On amendments and additions to the Law of the Republic of Uzbekistan “On protection of consumer rights”” No.3PY-746 dated January 18, 2022 (the “Law No.3PY-746”).

Law No.3PY-746 introduced the following amendments and additions to the Law “On protection of consumer rights”:

- ▶ the manufacturer (performer, seller) is obliged to provide the consumer with information about itself, the rules of trade and service in the State (Uzbek) language. This information may also be additionally provided in other languages;
- ▶ the manufacturer (performer, seller) may communicate to consumers information about the goods (works, services) selling on labels, markings, technical documentation of goods or in another way accepted for certain types of goods (works, services);
- ▶ information about the good (work, service) must contain the full name and location (legal address) of the manufacturer (executor, seller), QR code (matrix barcode) of licenses and permits, and for imported goods – the name and location (legal address) of the manufacturer and importer, as well as the name of the country of origin of the goods. Moreover, for a good subject to mandatory technical regulation, the consumer must be provided with relevant information about its compliance with the requirements of regulatory documents in the field of technical regulation;
- ▶ payment for goods (works, services) can be made in cash or non-cash form. The seller (executor) is prohibited from setting different prices (tariffs), including their artificial overestimation or reduction, for the same brand (model, SKU) of goods, as well as for works, services in the same volume and quality, depending on the form payment. When paying for goods (works, services) in a non-cash form, consumers may be provided with incentives;
- ▶ when returning goods in connection with the termination of the contract for the sale of goods on credit, the consumer is refunded the amount of money paid by him under the contract before returning the goods, as well as all costs directly related to obtaining a loan, and the amount of accrued interest on it. The previous wording provided for the return of the amount of money of the repaid loan at the time of the return of the goods, as well as compensation for the fee for providing the loan. The refund to the consumer of the amount of money paid by him is made in the same form in which the payment for the goods was made, unless otherwise provided by agreement of the parties;
- ▶ the consumer's requirement to replace or return the goods shall be fulfilled if the goods were not in use, damaged, returned with packaging, consumer properties are preserved and there are grounds confirming its purchase from the particular seller;
- ▶ upon confirmation of defects in the good (work, service) and its non-compliance with the requirements of regulatory documents, the seller (manufacturer, performer) must fully cover the costs associated with the verification (testing, examination) of goods (work, services) to the consumer or the relevant state authorized bodies for the protection of rights consumers;
- ▶ it is prohibited to include in the contract conditions that infringe on the rights of consumers provided for by law, as well as failure to provide them with benefits and benefits established by law.

Moreover, the Law “On Protection of Consumer Rights” was supplemented with a new Article 28(1), which provides for the protection of consumer rights in the sale of goods (works, services) using information systems.

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