

Cabinet Resolution No. (66) of 2023
Concerning the Executive Regulations of Federal Law No. (15) of 2020
Concerning Consumer Protection

The Cabinet:

- Having reviewed the Constitution;
- Federal Law No. (1) of 1972 Concerning the competencies of Ministries and the powers of Ministers, as amended;
- Federal Law No. (4) of 2012 Concerning the Regulation of Competition;
- Federal Law No. (15) of 2020 Concerning Consumer Protection;
- Based on what was presented by the Minister of Economy; and approval of the Cabinet,

Have decided the following:

Article (1)

Definitions

The definitions set forth in Federal Law No. (15) of 2020 shall be applied to this resolution. Otherwise, the following terms and expressions shall be accorded their designated meanings, unless the context requires otherwise:

- Concerned Authority** : The Ministry or the competent authority, as case may be.
- Law** : Federal Law No. (15) of 2020 Concerning Consumer Protection.

Article (2)

Coordination with the Relevant Authorities

1. The Ministry shall coordinate with the relevant authorities to ensure the protection of consumer rights, as follows:
 - a. Develop plans and programmes to protect consumer rights;
 - b. Study any proposals related to the protection of consumer rights; and
 - c. Spread community awareness regarding the protection of consumer rights.

2. Coordination shall take place between the Ministry and the relevant authorities based on the mechanism that shall be determined by agreement between them.

Article (3)

Labelling

The provider shall clearly and legibly display the essential information specified by laws, regulations, technical standards, and approved specifications regarding the packaging or presentation of the product. Such data shall be according to the nature of the product and it shall include, but is not limited to, the following details:

1. The name, type, nature, components and quantity of the good, whether in relation to weight, measurement, number, measure, capacity, standard, or any other criteria affecting the value thereof;
2. The country of origin (the name of the country preceded by the phrase: "Made in");
3. The country of export (if any);
4. The name of the producer or importer, accompanied by the commercial address or trademark;
5. Production date and shelf life;
6. Conditions of trade, storage and method of use;
7. Warning of the dangers that may result from the wrong use of the good, which shall be in a clear and easy-to-read font; and
8. Determination of the categories and ages of consumers who may be exposed to risks when using the product, especially children, disabled, and the elderly.

Article (4)

Instruction on the Use and Installation of the Good

1. Provider shall attach the data on how to use and install the good therewith, according to the nature of the good and the extent to which it includes parts that can be disassembled and installed.
2. The data set forth in Clause (1) of this Article shall clearly include the method of installation or use on the packaging or the outer cover of the good, in a way that allows it to be done by the consumer himself or when it is necessary to seek the assistance of a technician to install the good.
3. It is required to clearly and explicitly state the contents of the box containing the goods, as well as identifying any complementary item that shall be purchased in order to avail of the basic good.

Article (5)

Announcing the Prices of Goods and Services

The provider shall abide by the following:

1. Announce the prices of goods and services in a clear and legible manner, provided that the announcement shall be made in one of the following ways:
 - a. Writing down the price on the good in a clear manner, according to its nature;
 - b. Placing the price information on a card where the good is displayed in; or
 - c. Display the price information at the location where the service is being offered, in a clear and readable manner.
2. Clearly and explicitly indicating if the provider accepts discount cards from consumers as well as the value of the discount so that it is clearly and legibly announced to the consumer.
3. Not to add any additional amounts to the value of the goods in the event of using credit cards to purchase goods and services.

Article (6)

Provider Obligations Upon Contracting

1. The provider shall submit to the consumer an invoice proving conducting a transaction or contracting with him for the good or service, without placing any additional burden thereon, provided that it shall include the following data:
 - a. Name, address and contact information of the provider;
 - b. Invoice date;
 - c. Description of the item or service;
 - d. Sale unit and the quantity of good or the number of sold units;
 - e. Condition of the good, if used;
 - f. The price of the good or service in local currency;
 - g. Warranty period, if any;
 - h. Date of the good delivery or service provision;
 - i. Serial number of goods and the parts contained therein, according to the nature of each good;
 - j. Commercial registration or registration number; and

- k. Tax number (if any).
2. Provider shall be obligated to give the consumer a warranty-related document, either separately from the invoice or through the invoice, as case may be.
3. It shall be incumbent upon the provider to furnish the consumer with a payment plan if the product or service rendered to the consumer is to be delivered in stages, and such payments shall be linked to the completion of each stage.

Article (7)

Used or Refurbished Goods

A provider who offers to trade used or refurbished good or that contain a defect that does not result in any harm to the health and safety of the consumer, shall clearly announce the condition of the good thereon, as well as in the place where the provider carries out its activity, in a manner that shall not lead to creating an untrue or misleading impression on the consumer; besides, the provider shall prove the condition of the good in the concluded contract or the issued invoice thereby.

Article (8)

Misleading Advertisement for a Good or Service

A description, advertisement, or offer of a good or service, as case may be, shall be considered deceptive if it includes a misleading statement that may lead, directly or indirectly, to creating an unreal or misleading impression on the consumer, and in particular if it deals with one or more of the following elements:

1. The nature of the good, composition, essential characteristics, the elements that make up the good, quantity, shape or appearance thereof;
2. The characteristics of the good, including its origin, nature, method of production, production date, expiration date, conditions of use, usage precautions, weight, size, quantity, measurement, agent, capacity, standard, or any other relevant criteria that shall be specified;
3. The country of origin, the country of export, or the entity producing the good;
4. Contract terms and procedures, including after-sales service, warranty, price, and type of payment;
5. Prizes, certificates or quality marks;
6. Trademarks, data, or logos; or

7. The characteristics of the good or service and the expected results from use thereof.

Article (9)

Handling Contingencies

1. In the event of a crisis or unusual circumstances leading to an abnormal increase in prices, temporary measures may be taken upon a resolution of the Minister to limit such increase and protect the rights of consumers, including:

- a. Determine the prices of the good or service in which the increase occurred;
- b. Prohibit the exportation of the good;
- c. Determine sales quotas;
- d. Encourage manufacturing or importing from alternative sources;
- e. Assign specific parties to import; and
- f. Any other procedures as decided by the Minister.

2. In determining what is considered an abnormal increase in prices, the following bases shall be taken into account:

- a. The rate of inflation in the country;
- b. The price of the good or service in previous periods;
- c. The prices range in the country and in neighbouring countries;
- d. The price of the good or service in the country and in neighbouring countries;
- e. The rate of increase percentage in the price of a good or service;
- f. The foreign currency exchange value at the time of importing the good or raw materials;
- g. Consumer complaints to the concerned authority;
- h. Increase in freight, transportation and insurance rates;
- i. High prices in the country of origin;
- j. High energy prices; and
- k. Extent of competition or monopoly according to the laws in force in the country.

Article (10)

Unit Pricing

The Minister may, taking into account the special circumstances of dealing in some types of good and services, oblige the provider to approve the unit price for displaying the prices of some good, and to show it alongside the previous price of the goods, to guarantee the right of the consumer to compare prices.

Article (11)

Warranty Document

The provider shall not advertise verbally or by any means of media about the warranty of the good without giving the consumer the document evidencing such warranty.

Article (12)

Warranty data

The warranty for the goods and the performance of services provided to the consumer by the provider shall be in accordance with the terms of the contract concluded between them, provided that the warranty shall include the following items:

1. The name and data of the provider;
2. The date of purchasing the good or providing the service;
3. Warranty duration;
4. Name, model and serial number of the good;
5. Indication if the warranty includes all parts of the good and the price of repair and replacement;
6. A statement with the consumer obligations under the terms of the warranty;
7. Clearly stating the exceptions of the warranty, if any; and
8. Any other data included in the contract.

Article (13)

Obligations of the Provider in Honouring the Warranty

1. The provider shall comply with the warranty of the service provided to the consumer for a reasonable period, commensurate with the nature of the service or the duration agreed upon with the consumer, whichever is longer. If the provider fails to fulfil this obligation, the consumer shall be entitled to select from the following options:
 - a. Refund the full price in the event of non-implementation of the service or failure to implement it;
 - b. Refund part of the price to the extent of benefiting from the service or in return for what compensate the lack of service; or
 - c. Re-performance of the service by the provider in the correct manner and in the contracted form.
2. The provider shall also be obligated to clearly warn the consumer of the possible damages as a result of the provided service, the precautions to be taken, if any, and how to prevent them and the means of treatment from any resulting damage, according to the nature of each service.

Article (14)

Provider Obligations Regarding Spare Parts

The provider shall provide the necessary spare parts for operating and repairing the goods according to the following:

1. With regard to spare parts for which consumers demand regularly and continuously: the provider shall provide them without interruption, as soon as the consumer requests them, within a period not exceeding (7) seven days from the date of the consumer request for them;
2. With regard to spare parts for which the demand of the consumer is not usually regular and continuous: the provider shall provide them within a period not exceeding (14) fourteen days from the date of the consumer request for them, except for force majeure and at the discretion of the concerned authority;
3. With regard to goods that are supplied from other than the local commercial agent: the commercial agent shall provide the necessary spare parts for maintenance and repair, if it was proved that they were covered by the agency contract at the date of the consumer request for them, or were subject of a previous agency. In this case, the obligation of the commercial agent to provide

spare parts shall be within a period not exceeding (30) thirty days from the date of the consumer request for them, taking into account force majeure and emergency circumstances, if proven; and

4. With regard to spare parts that the factory has ceased to manufacture, the provider shall clarify this matter to the consumer by agreeing with him to provide alternative spare parts or find other solutions.

Article (15)

Determining the Level of Consumer Demand for Spare Parts

Subject to the provisions of Article (14) of this Resolution, the concerned authority shall determine the level of consumer demand for spare parts, based on one of the following criteria:

1. The importance of the spare part and the need to periodically change it; and
2. The sales record for the spare parts and the consumer demand for it during the previous quarter or the similar quarter of the previous year.

Article (16)

Mechanism for Providing Spare Parts and Providing Maintenance Service

The provider shall establish a written mechanism for providing spare parts, providing maintenance service, and providing the warranty in accordance with the conditions set by the factory, and complying with it towards the consumer, provided that it shall indicate in detail its obligations, their scope, and the rights of the consumer, taking into account the following:

1. Include this mechanism in documents (brochures) written in the Arabic language and in a clear and understandable formulation for the consumer, and place it in a prominent place in the sales outlets and centres affiliated with the provider, and enable the consumer to view it and publish it on the website. The consumer may also be provided with an additional, identical copy in another language.
2. Indication of the postal address, telephone number and e-mail address of the provider.

Article (17)

Maintenance Works for Goods Under Warranty

1. The provider shall specify in writing a specific period for the completion of the maintenance work for the goods under warranty, according to the nature of the required maintenance or the reasons for the repair.
2. If the repair time takes more than (7) seven days, the provider shall provide an alternative good similar to the consumer good to use it free of charge for the period when the consumer is unable to benefit from the good, and the provider shall have the right - instead - to agree with the consumer on another mechanism to compensate the consumer or include it in the mechanisms of implementing the warranty, unless the defect or defect arises from the behaviour of the consumer.

Article (18)

Obligations of Provider Upon Providing Periodic Maintenance Services for Goods Under Warranty

When providing periodic maintenance services for the goods under warranty, the provider shall abide by the following:

1. Provide equipment, technicians and workers to provide the service within an appropriate period;
2. Carry out the necessary maintenance for the goods using trained human resources and appropriate techniques according to the instructions of the manufacturer, in a manner that guarantees the quality of maintenance;
3. Allocate appropriate means of communication with consumers to facilitate services and coordinate when receiving and delivering goods;
4. Indicate the periodic maintenance cost, the date of its performance and the time it takes, and place it in a prominent place in service centres affiliated thereto;
5. Provide a statement of the estimated cost of maintenance at any time upon request of the consumer;
6. Clarify the fee for maintenance services, including examination, inspection, replacement of damaged parts, how to calculate the price of labour and other paid services;
7. Indicate the prices of spare parts by placing them on the packaging thereof, or by using any other techniques or procedures that allow the consumer to verify them himself; and

8. Keep the replaced spare parts and deliver them to the consumer before paying the prescribed price. The consumer may assign them to the provider in order to destroy them in the appropriate ways.

Article (19)

Warranty of Goods Within the Warranty Period

1. The provider shall provide a warranty for the good for the duration specified by the manufacturer or commercial agent. This warranty shall commence from the date on which the consumer receives the original or replacement good in the event of a defect. The warranty period shall be extended for the duration(s) in which the consumer was unable to use the good due to repairs of defects covered by the warranty, or due to a delay in maintenance caused by the provider, or a delay in the supply of necessary spare parts during the warranty period.
2. The provider shall clearly and explicitly state the cases that invalidate the warranty, and the consumer shall be notified thereof prior to purchase.
3. The concerned authority shall have the right to regulate the validity of the warranty upon maintenance in the independent service centres on the good subject to maintenance, and on the good that, upon maintenance, requires using parts sold from other than the provider.
4. The concerned authority may organise after-sales service in independent service centres.

Article (20)

Obligations of Provider Upon Discovery of a Defect in Goods

1. Upon discovering a defect in the good that affects efficiency, effectiveness, or the danger of use thereof, the provider shall inform the concerned authority and the consumer of the potential damages and how to prevent them when using them, in accordance with the following procedures:
 - a. Stop trading the good or providing the service;
 - b. Withdraw the good from the market; and
 - c. Recovery of defective goods, replacement or repair thereof at own expense or a full refund of the value paid by the consumer.
2. The provider shall be prohibited from reselling or displaying the withdrawn or returned goods on the electronic sales platforms.

3. In all cases, the concerned authority shall be informed of the procedures taken by the provider in this regard.

Article (21)

Notifying Upon Discovery of a Defect in the Good

1. Upon discovery of the defect, the notification shall be made by the provider or his legal representative to the concerned authority in writing on the form prepared for such purpose, provided that it shall include the following data:

- a. The name, description, surname, nationality, address, and chosen domicile of the informant in the country. If the notification was made by the legal representative of the provider, an authenticated power of attorney shall be attached;
- b. A statement of the reported good;
- c. Name, address and country of origin of the provider;
- d. The date the informant discovered the reported defect;
- e. Accurate technical identification of the reported defect;
- f. Damages likely to occur from the defect subject of the report, and an indication of how to prevent such damages or reconcile the effects resulting therefrom in the event of their occurrence;
- g. The procedures and means provided by the provider to enable the consumer to replace, repair or return the good, along with a refund of the price that was paid without any additional expenses; and
- h. Any other data that the provider deems necessary to include in the good.

2. The notification shall be recorded in a special registry prepared for such purpose at the concerned authority, and the informant shall be given a receipt to that effect, including the entry number, date and time of its occurrence.

Article (22)

Informing the Consumer Upon Discovery of Defect in Goods

1. The consumer shall be notified upon discovery of a defect in the good by the provider or his legal representative, in coordination with the concerned authority, according to the following:

- a. Announcement in at least two daily local newspapers, one of which shall be in Arabic;

b. Announcement on all websites and social media of the provider or the competent authority within (24) twenty-four hours of discovering the defect;

c. The area of the announcement shall not be less than (15 cm x 15 cm) in a clear and legible manner, unless the concerned authority specifies other specifications for it; and

d. The announcement shall include the following information:

1. Name, address, email address and contact number of the provider;
2. The trademark of the good;
3. Name, description and the country of origin of the good;
4. A clear picture of the good;
5. The number of the defective goods;
6. Description of the defect;
7. The model or operational number of the good;
8. Instructions that the consumer shall follow in order to avoid any damages that may result from the use of the good;
9. Instructions that the consumer shall follow to repair, replace or recover the value of the good; and
10. Communicate with the consumer by all available means, including by phone or via e-mail, and write this down in a special registry.

2. The concerned authority shall determine the period of time in which the announcement shall be made and the timing thereof, and it shall have the right to determine any other means of announcing.

Article (23)

Obligations of Provider to Inform the Recovery of Goods

Obligations of the provider to inform the concerned authority and the consumer about the recovery of defective and harmful goods, shall be according to the following time periods:

1. In the event of recovery of goods affecting security and safety: the notification shall be immediate, and not exceeding (24) twenty-four hours from the date of discovery of the defect necessitating a recovery; and

2. In the event of recovery of goods other than those stipulated in Clause (1) of this Article: the notification shall be made within a period not exceeding (7) seven days from the date of discovery of the defect necessitating the recovery.

Article (24)

Report Data Recovered Goods

1. The provider shall provide the concerned authority with a report on the goods that have been recovered, within (30) thirty days from the start of the recovery process, provided that this report shall include the following:

- a. The recovered amount;
- b. A list of the quantities of goods that have been repaired, replaced or refunded;
- c. A list of the owners of the recovered goods and the means of contacting them, and in the event that the good was a vehicle, a list of the recovered vehicle chassis numbers shall be attached to the report;
- d. A list of unreachable good owners according to the database of the provider;
- e. Actions taken to correct the declared defect; and
- f. Any other data deemed necessary by the concerned party.

2. In all cases, the provider shall not close the recovery file without permission from the concerned authority.

Article (25)

Defect in the Goods or Service

The provider shall return the goods that do not have a warranty on the product, or that the warranty period of spare parts conflicts with the period of the full warranty on the product, or that do not have the warranty of the commercial agent or distributor, and refund their price to the consumer in the event that the defect or fault is discovered within a period of (30) thirty days from the date that a defect or fault appears, whether it is apparent or hidden.

Article (26)

Provider Obligations Regarding the Goods Defect

1. Before carrying out any repairs or changes to the goods, the provider shall document the condition of the goods at the time of receipt and the consumer technical notes, notify the consumer by any documented means and obtain the consumer approval of the goods repairs cost, the period it takes for repair and the warranty period. In addition, the provider shall, after carrying out the repair process, issue an invoice to the consumer specifying the parts that have been replaced, their price, and indicating whether these parts are new, used, or refurbished.
2. The provider shall deal with the repair with the necessary professionalism and guarantee the repair and the replaced parts for a period of not less than (15) fifteen days from the date of their delivery to the consumer, unless the nature of the replaced parts and the repair service requires a longer period, provided that the defect or fault shall not arise from the consumer usage.

Article (27)

Provider Obligations to Provide Alternative Goods

1. In the event that a defect is discovered in the goods, whether due to the conditions of its preservation, storage, trading, installation, or other reasons that the provider bears, the consumer shall have the right to choose between returning the goods with a refund of its price, replacing it, or repairing it without charge;
2. In all cases, the provider shall provide alternative goods for the consumer to benefit from without charge, until it is replaced or repaired; and
3. In the event that the provider breaches its obligations stipulated in Clause (2) of this Article, it shall compensate the consumer for the cost of providing the alternative goods it took to repair or replace the goods.

Article (28)

Provider Obligations Upon Defect Re-occurrence

1. If the provider is unable or fails to fix a recurrent defect, during the warranty period, or more than one defect that is not related to the consumer use towards the goods, then the consumer has the

right to obtain new alternative goods with the same category and standards as the original goods, or for its value at the time of purchase, in accordance with the following conditions:

- a. Recurrence of the defect results in total or partial non-utilisation of the goods, or affects their market value, or the safety of use thereof;
 - b. The provider exhausts two attempts to repair the recurrent defect in the goods, or three attempts to repair it if it is a vehicle, or that the multiple attempts to repair the defect take a period exceeding (15) fifteen days in each attempt, including the period required to provide spare parts;
 - c. If the consumer fails to transport and send the goods to the provider to fix the defect, and it is still under warranty, the provider shall pay all transportation costs or send technicians to the consumer residence or the place of the goods.
2. In the event that the repair is not made in the first attempt, and the consumer fails to reach the provider authorised workshop, and the good is a vehicle that is still under warranty, the provider shall bear all transportation costs or send technicians to the place where the vehicle broke-down or the consumer residence, as the case may be.
3. The provider shall refund the price of the goods in the event that the consumer partially benefits from it, and it could not be repaired three times or more, after deducting the consumption percentage from the price of the product.

Article (29)

Provider Obligations to Re-perform the Service

1. The provider shall re-perform the service in the manner that was agreed upon, in the event that a defect is discovered in how the service is performed for any reason attributed to the provider, and the consumer shall have the right to request re-performance of the service in the manner that was agreed upon at first, and without paying any fees or extra expenses by the consumer;
2. If the provider refuses or fails to perform the service properly or delays its performance, the consumer shall have the right to recover the full price paid for obtaining it;
3. If the subject of the service is the repair, maintenance or operation of the goods, and it results in a decrease in the value of the goods, loss of its functions or part thereof, or their destruction, the provider shall bear the costs of their repair or compensate the consumer for their value or the value of the damaged part thereof.

Article (30)

After-Sales Services

The Minister may issue decisions specifying warranty periods, conditions thereof, and prices of after-sales services for some goods, in proportion to the nature of those goods and the conditions of trading them in the markets, taking into account the following:

1. The importance of the relevant goods to the consumer;
2. The subjective characteristics, conditions of trading, or the commercial custom of each good;
3. Existence of a need to avoid arbitrariness against the consumer, in the event that the provider intends to draft the warranty conditions in a vague manner or restricts it with the aim of discharge itself from legal obligations in this regard;
4. The need to ensure that the commercial agent provides all the warranties granted by the principal in relation to the goods subject of the agency; and
5. The provider shall provide warranties that prove to be given in other countries where the conditions of trading are similar to the country.

Article (31)

Licence for Promotions and Discounts

1. The provider shall, upon making and announcing discounts in any means, obtain a prior licence from the competent authority in accordance with the procedures followed therein;
2. The provider shall, upon promoting goods or service in any means, obtain a prior licence from the competent authority in accordance with the procedures followed therein;
3. The provider shall notify the consumer of any discounts to be made on the goods or services it provides, in the event that the date specified for the enforcement of these discounts is within a week from the date of the consumer purchase. If the provider violates this obligation, the consumer shall have the right to recover the price difference within (30) thirty days from the date of purchase.

Article (32)

Monopolistic Practices

Subject to the provisions of Federal Law No. (4) of 2012 referred to above, the provider may not:

1. Discriminate between consumers when selling the goods or benefiting from the service;
2. Hide the good, refuse to sell it, refuse to provide the service, force to purchase a certain quantity of the goods, stipulate another goods or service with it, or restrict the use of the service to conditions that by their nature are not related to the service subject of the original transaction;
3. Charge a higher price than the announced price by any means of advertisement;
4. Sell goods or services at prices below cost to create a monopoly situation;
5. More than one provider ally to harm to the national economy;
6. The providers agree, explicitly or implicitly, to fix, reduce or raise the price in a declared or secret manner, in a way that harms the national economy;
7. Competitors agree to divide the market among themselves according to geographical distribution or sales volume;
8. The provider purchases competing goods or services from the market for the purpose of controlling prices; or
9. Refuse, stop, or limit the quantity of production, supply, or offer of goods or services.

Article (33)

Prohibition of Monopoly Agreements

Practices, agreements or contracts, whether written or oral, expressed or implicit, shall be prohibited if the purpose of the practices, agreements or contracts or the resulting effect is to establish any monopoly situation.

Article (34)

Prohibition of Including a Harmful Term to the Consumer

Each condition that would exempt the provider from its responsibility or any of its obligations stipulated in the law and herein towards the consumer, whether these conditions are contained in contract forms, invoices, documents, or others related to the contract with the consumer, and particularly in any of the following cases:

1. The provider give itself the right to interpret or amend some of the contract clauses or unilaterally terminate it without referring to the consumer or giving him the right to claim compensation;
2. Authorising the provider, in the case of an indefinite contract, to terminate it unilaterally, and not giving the same right to the consumer;
3. Authorising the provider to determine by himself and without referring to the consumer whether the goods or service subject of the contract is in conformity with what is stipulated in the contract;
4. Cancel or diminish the right of the consumer to claim compensation when the provider breaches its obligations;
5. The provider gives itself the right to unilaterally change the characteristics of the goods or the terms of the consumer use of the service in the case of services subscription contracts. As an exception to this provision, the provider may change the service provided by it after notifying the consumer of that, if this change would develop or update the service, or for a reason beyond control of the provider;
6. Waiver of the consumer to any of his rights stipulated in the Law and this Resolution or in any other relevant legislation;
7. Revoke the consumer rights towards the provider or limit them in an unsuitable manner in the event that the provider fails to implement its obligations, in whole or in part, or performs them poorly;
8. Obliging the consumer, in the event of failure to fulfil any of his contractual obligations, to pay the provider a compensation that is not appropriate to the actual damages resulting from his its failure to fulfil his obligation;
9. Determining the price of the goods upon offer and delivery, or the price of the service is subject to review by the will of the provider alone in the case of long-term contracts, and not allow the consumer to request termination of the contract when the final price is too high compared to what was agreed upon;
10. Put the phrase “goods sold are neither returned nor exchanged”, except for any of the following cases:
 - a. If the consumer was aware of the defect or fault in the goods when purchasing it and accepted it in its condition, and this is proven in the purchase invoice;
 - b. If it was one of the goods whose nature, characteristics, or method of packaging precludes it from being replaced or returned, such as its exposure to damage or the impossibility of returning

it to the state it was at the time of purchase, in a way that prevents it from being resold, unless the reason for the return and replacement is defects in manufacturing or a violation of standard specifications, or other than what has been agreed upon in terms of specifications; and

c. If the consumer goods were subject to rapid perish-ability, unless it is proved that they are spoiled or expired for human consumption on the date of purchase, or goods that are manufactured according to specifications determined by the consumer, as well as books, newspapers and magazines.

11. Not refunding the price of the goods or the service to the consumer;
12. Obliging the consumer to deal with specific financing or insurance companies;
13. Setting conditions for the need to carry out maintenance at the agency within a certain period of time, and not to perform any maintenance or repair outside the agency, taking into account the assessment of the concerned authority and the extent to which approved centres are available to carry out this type of maintenance in accordance with the requirements and requirements; and
14. The provider being not responsible for the goods while providing the service.

Article (35)

Consumer Complaints

1. The competent authority shall receive consumer complaints, examine them, and follow them up, and for this purpose it may take the following measures:
 - a. Complaints registration, provided that it shall include the following data:
 1. The name, address, and capacity of the complaint and date of filing the complaint;
 2. The name and address of the defendant and the nature of activity thereof;
 3. The type of violation subject of the complaint;
 4. The evidence on which the complaint is based and related documents, if any; and
 5. Any other documents or data required by the concerned authority.
 - b. The competent authority may refuse to receive any complaint that does not fulfil any of the data and documents specified in Paragraph (a) of Clause (1) of this Article, or if the complainant fails to submit the data and documents within the time period it specifies; and
 - c. The competent authority shall study the complaint and respond to the complainant within the period it determines according to the nature of the complaint.

2. The complainant may submit the complaint to the Ministry in any of the cases that are determined by agreement between the Ministry and the competent authority.

Article (36)

Testing Goods in Laboratories

1. The relevant authority may, whenever the public interest requires, test the goods in laboratories ensure the validity of the goods;
2. In the event of a dispute between the provider and the consumer, the relevant authority may test the goods in laboratories to ensure the validity of the goods;
3. The laboratories, in which the goods are tested, shall be determined at the discretion of the relevant authority or at the request of the consumer or provider;
4. The laboratory shall issue a report on the validity of the goods within the period specified by the relevant authority, and the report shall be circulated to the provider and consumer;
5. The report issued by laboratory shall be final and shall be relied upon by the relevant authority in determining the validity of the good; and
6. The provider shall test the goods outside the country at its own expense in the absence of a specialised laboratory in the country.

Article (37)

Procedures of Testing Goods in Laboratories

1. Goods test procedures and time periods required there-for shall be as follows:
 - a. Samples of suspected goods shall be tested and analysed at the laboratories of the concerned authority or accredited laboratories;
 - b. Taking into account the periods specified for the goods test in any law or standard, the test shall be carried out within a period not exceeding (15) fifteen days for foodstuffs, and within a period not exceeding (30) thirty days for other goods;
 - c. The period mentioned in Paragraph (b) of this clause may be extended for a similar period for one time if the examination requires a longer period, provided that the provider shall be notified of that in writing; and

- d. The provider shall be notified of the test results within (3) three working days of receiving the test results.
2. If the goods is found to be invalid, the provider shall bear the costs of test and analysis in accordance with the provisions of this Article.

Article (38)

Judicial Seizure Report

The competent judicial officer shall write a report on the violation or take samples in the presence of the owner of the commercial store or his representative, and he shall record in the report the measures he took, particularly the following:

1. The date, hour and place of writing the report, and the type of violation, if any;
2. The name and capacity of the reporter, and the details of the order issued assigning him to the task or the mission, if any;
3. The name and capacity of the person against whom the procedures were made;
4. The result of examining the place where the goods were deposited;
5. Documents proving the source of the goods;
6. The procedures taken to prepare the samples, including the method and manner of taking and transporting the sample, and the number of samples;
7. All the information recorded on the goods being seized; and
8. The signature of the store owner or his representative on the report, or evidence of his refusal to sign.

Article (39)

Administrative Seizure of Goods

1. In the event that there is sufficient evidence on violation of the provisions of the law and this Resolution that would harm the consumer health and safety, the suspected goods and tools with the provider shall be seized temporarily, and on his responsibility. The competent judicial officer shall write a report proving the condition of the goods and tools seized in the presence of the establishment owner or the person responsible for its management, provided that the report shall include the same data and procedures stipulated in Article (38) of this Resolution;

2. The concerned authority shall decide whether these goods and tools harm the health and safety of the consumer or not within (30) thirty days from the date of seizure. The concerned authorities may extend this period when the nature of the goods or the test procedures so require, and in this regard it may seek assistance and coordinate with the relevant authorities;
3. The seized goods and tools shall be released when it becomes clear to the concerned authority that they do not harm the health and safety of the consumer, or when a judicial sentence is issued for their release;
4. The concerned authority shall notify the provider when the decision to release the seized goods and tools is issued; and
5. In all cases, the provider shall bear the costs of test and analysis in accordance with the provisions of this Article.

Article (40)

E-Commerce

1. Subject to the provisions of this Resolution, the provider, who works in E-commerce, shall state in a clear and legible manner, according to the nature of each good, the basic data stipulated in the rules, laws, technical regulations, and approved standards, particularly the following:
 - a. Name of the producer and the importer, along with their respective trade name, address and trademark;
 - b. Name, type, nature, components, and amount of the goods, whether in relation to weight, size, number, measure, energy, standard, or any other measures that affect the value of the goods, and not displaying it in a manner different from the nature, size, or standards of the product;
 - c. Attach a detailed statement according to the nature of each good that clearly includes the components and standards of the goods in its original language in addition to Arabic language;
 - d. The country of origin (the name of the country preceded by the phrase: "Made in") and the country of export (if any);
 - e. Production date and shelf life;
 - f. Warning of the dangers that may result from the wrong use of the goods;
 - g. Terms and conditions of goods return or exchange; and
 - h. Conditions of trade, storage and method of use.

2. The provider, who works in E- commerce, shall provide all supporting documents for the conformity of the goods according to the rules, laws, technical regulations and standards, and shall place the conformity badge on the web page; and
3. The provider shall bear the responsibility for any defect in the goods provided through a third party using its electronic platform for sale.

Article (41)

Administrative Fines and Penalties

The Ministry may impose one or more administrative penalties on the provider upon its violation of any of the acts that occur in violation of any of the provisions of Federal Law No. (15) of 2020 referred to and this Resolution, which are set out in Annexes No. (1) and (2) attached to this Resolution.

Article (42)

Executive Resolutions

The Minister shall issue the Resolutions necessary to apply the provisions of this Resolution.

Article (43)

Publication and Entry into Force

This Resolution shall be published in the Official Gazette and shall come into force three months after the date of its publication.

Mohammed Bin Rashid Al Maktoum

Prime Minister

Issued by Us:

Date: Dhu al-Hijja 15, 1444 H

Corresponding to: July 03, 2023

Annex (1): Administrative penalties may be imposed on the provider

The Ministry may impose one or more administrative penalties on the provider when it violates the acts that represent violation of any of the provisions of Federal Law No. (15) of 2020 referred to and this Resolution, which are set out in Annex No. (2) attached to this Resolution, taking into account that penalties shall be in a graded manner, and as follows:

1. Notice;
2. Administrative fine according to Annex No. (2) attached hereto, and the penalty shall be doubled in case of repetition;
3. Temporary administrative closure for a period of no less than (24) twenty-four hours and no more than (90) ninety days;
4. Suspension of practising the activity in whole or in part for a period of no less than (24) twenty-four hours and no more than (90) ninety days; and
5. Cancellation of the licence and striking off from the commercial register.

Annex (2): Table of financial penalties may be imposed on the provider

No.	Violation	Legal Reference		Penalty
1	Failure to warn the consumer if the use of the goods is dangerous.	Federal Law No. (15) of	Article 7, Clause 2	AED 100.000
2	Announcing the prices of goods and services provided in a misleading manner.		Article 8, Clause 2	AED 100.000
3	The provider fails to issue the invoice in Arabic.		Article 8, Clause 4	AED 100.000
4	The provider fails to provide the required spare parts, maintenance, replace the goods or refund the goods price.		Article 10, Clause 1	AED 250.000
5	The provider does not comply with the after-sales service for the sold goods within the specified time period.		Article 10, Clause 1	AED 250.000
6	The provider fails to provide warranty to the service provided and ensure it is free from defect or fault within a period of time appropriate to the nature of that service.		Article 10, Clause 2	AED 250.000
7	The provider fails to repair, replace, return, refund the goods, or re-perform service free of charge if a defect is found in the goods or service.		Article 12	AED 250.000

8	The provider fails to include the contracts concluded that provide for repair, maintenance, or after-sales service, or the return, replacement, or refund of the goods within a specified period of time since the defect or fault appears therein.	2020 on Consumer Protection	Article 15	AED 250.000
9	The commercial agent or distributor fails to implement all the warranties provided by the producer or agent of the goods or service subject of the agency.		Article 16, Clause 1	AED 250.000
10	The commercial agent or distributor fails to provide a similar good to the consumer to use free of charge if the implementation of the warranties shall exceed a period of (7) seven days.		Article 16, Clause 2	AED 250.000
11	The good or service is described in a manner that contains incorrect data or advertised in a misleading way.		Article 17	AED 250.000
12	The provider fails to ensure that the goods or services comply with the standard specifications, conditions and controls related to health and safety.		Article 20	AED 200.000
13	The provider includes, when contracting with the consumer, any condition that may harm it.		Article 21	AED 250.000
14	The provider fails to write data, advertisements and contracts related to the consumer in Arabic.		Article 26	AED 100.000
15	The provider fails to indicate on the goods cover or packaging or in the place where		Article 3	AED 50.000

	it is shown, in a clear and legible manner, the basic data related to the goods.			
16	The provider fails to attach with the goods the data on how to use and install it.		Article 4	AED 50.000
17	The provider fails to announce the prices of goods and services clearly and legibly.		Article5	AED 100.000
18	The provider fails to give the consumer an invoice that proves dealing or contracting with it on the goods or service.		Article 6	AED 100.000

19	The provider, who offers used or refurbished goods or goods that include a defect not resulting in any harm to the health and safety of the consumer, fails to announce the condition of the goods clearly and legibly on the goods.	Cabinet Resolution No. () of 2023 regarding the Executive Regulations of Federal Law No. (15) of 2020 on Consumer Protection.	Article 7	AED 100.000
20	The provider fails to provide the consumer with the document indicating the warranty.		Article 11	AED 100.000
21	The provider fails to provide warranty to the service provided to the consumer within a period appropriate to the nature of each service or the longest period agreed upon.		Article 13	AED 250.000
22	The provider fails to provide the spare parts necessary for the operation and repair of the goods.		Article 14	AED 300.000
23	The provider fails to establish a written mechanism for providing spare parts, maintenance service, and guarantees in accordance with the conditions set by the Manufacturer.		Article 16	AED 100.000
24	The provider fails to specify in writing a specific period for the completion of maintenance work for the goods under the warranty.		Article 17	AED 50.000
25	Obligations of the provider when providing periodic maintenance services for the good under warranty.		Article 18	AED 300.000

26	The provider fails to provide warranty to the goods during the warranty period specified by the producer or the commercial agent.		Article 19	AED 250.000
27	The provider fails to inform the concerned party and the consumer, upon discovering a defect in the goods or a danger in its use, of the potential damages and how to prevent them while usage.		Article 20	AED 500.000
28	The provider fails to provide the concerned authority with a report on the goods that have been recovered.		Article 24, Clause 1	AED 250.000
29	The provider closes the return file before the permission of the concerned party.		Article 24, Clause 2	AED 1,000.000

30	The provider fails to return the goods that do not have the warranty of the commercial agent or distributor and give their price back to the consumer.		Article 25	AED 250.000
31	The provider fails to notify the consumer of any repairs or changes to the goods and obtain the approval of the consumer on the goods repair costs, the period it takes for repair, and the warranty period.		Article 26, Paragraph 1	AED 200.000
32	The provider fails to issue an invoice to the consumer after the repair process, specifying the parts that have been replaced, their price, and whether those parts are new, used, or refurbished.		Article 26, Paragraph 1	AED 100.000
33	The provider fails to provide an alternative goods for the consumer to benefit from free of charge, until it is replaced or repaired in the event that a defect in the goods is found for reasons that provider bears responsibility for.		Article 27, Clause 2	AED 500.000
34	The provider fails to provide a new replacement goods with the same category and specifications of the original one or at its price at the time of purchase, in the event that it fails to repair a recurring defect during the warranty period.		Article 28, Clause 1	AED 500.000
35	The provider fails to bear all transportation costs or to send		Article 28, Clause 2	AED 100.000

	technicians to where the vehicle broke-down or the consumer residence.			
36	The provider fails to bear the repair costs or compensate the consumer for the price of the goods or the price of the damaged part thereof.		Article 29, Clause 3	AED 100.000
37	Discrimination between consumers when selling the goods or benefiting from the service.		Article 32, Paragraph a	AED 100.000
38	Hide the good, refuse to sell it, refuse to provide the service, force to purchase a certain quantity		Article 32, Paragraph b	AED 200.000

	of the goods, stipulate another goods or service with it, or restrict the use of the service to conditions that by their nature are not related to the service subject of the original transaction.			
39	Charge a higher price than the announced price by any means of advertisement.		Article 32, Paragraph c	AED 100.000
40	Sell goods or services at prices below cost to create a monopoly situation.		Article 32, Paragraph d	AED 100.000
41	More than one provider ally to cause harm to the national economy.		Article 32, Paragraph c	AED 100.000
42	The provider agrees, explicitly or implicitly, to fix, reduce or raise the price in a declared or secret manner, in a way that harms the national economy.		Article 32, Paragraph h	AED 100.000
43	Competitors agree to divide the market among themselves according to geographical distribution or sales volume.		Article 32, Paragraph e	AED 100.000
44	The provider purchases competing goods or services from the market for the purpose of controlling prices.		Article 32, Paragraph f	AED 100.000
45	Refuse, stop, or limit the quantity of production, supply, or offer of goods or services.		Article 32, Paragraph g	AED 100.000
46	The provider, who works in the electronic commerce, fails to indicate in a clear and legible manner, according to the nature		Article 40	AED 100.000

	of each good, the basic data stipulated in Article (40) herein.			
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