

**LAW OF THE  
REPUBLIC OF UZBEKISTAN**

April 26, 1996 Tashkent

On Protection of Consumers' Rights

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Article 1. Main conceptions used in this Law

In this Law following conceptions take place:

consumer is a citizen (physical person), buying, ordering or intending to buy or order a product or work, service with the purpose of private economy not related to profit gain;

producer is an enterprise, organization, establishment or private entrepreneur producing product for sale to a consumer;

executor is an enterprise, organization, establishment or private entrepreneur executing works or rendering services to a consumer under a contract in consumer services sphere, housing, fixing-constructing, transport and other spheres of services;

seller is an enterprise, organization, establishment or private entrepreneur selling a product to a consumer under a sale contract;

contract is a verbal or written agreement between a consumer and seller (producer, executor) about quality, quantity, terms, price and other conditions according to which purchase, work, service to be rendered;

goods is a product of producer's activity also imported directed to sale to a consumer under a contract;

normative documents are standards, other equal to them documents (construction norms and rules, state pharmacopoeia and temporary pharmacopoeia articles for pharmacological means and others), technical

conditions, technical descriptions, prescription and other documents containing obligatory requirements to the quality and safety of a product (works, services);  
safety of a product (work, service) is the absence of a risk, related to the possibility of life, health harm or damage to the property of a consumer and environment in usual conditions of consumption, usage, storage, transportation or utilization of goods, and also usage of the work or service results;  
certificate of appropriateness is the document confirming appropriateness of the certified products to the stipulated requirements;  
product (work, service) defect is unappropriateness of a product (work, service) to the obligatory requirements of normative documents, conditions of a contract or usual requirements to the quality of a product (work, service);  
guaranteed term is a stipulated normative term (in months) or in kind of work (in hours, circles of work, kilometers etc.), during which producer (executor) guarantees and provides execution of stipulated normative documentary requirements to the quality of a product (service) at observing rules of working;  
service term is an established period of product usage at the expiry of which its working shall be finished independently of technical condition;  
expiry date (storage) is a period of time during which product is good for usage and at expiry of which may be dangerous for lives and health of people;  
cashier check is a document certification purchase of a product or payment of a work (service) in which product (work, service) price, date of payment and number of cashier machine is indicated;  
product check is a document certification purchase of a product or payment of a work (service) in which product (work, service) price, date of payment and information about name and place of a seller.

## Article 2. Legislation on protection of consumers rights

Legislation on protection of consumers rights composes of this Law and other legislative acts. Protection of consumers rights in the Republic of Karakalpakstan shall be regulated also by the legislation of the Republic of Karakalpakstan. Legislative acts can not limit consumers rights, reduce guarantees of their protection stipulated by this Law.

## Article 3. International contracts and agreements

If international contract or agreement, participant of which the Republic of Uzbekistan is, another rules on protection of consumers rights than those of the legislation of the Republic of Uzbekistan are stipulated, rules of an international contract or agreement shall be applied.

## Article 4. Basic consumers rights

Consumers have right for:

reception of truly and full information about product (work, service), and also producer (executor, seller);  
free choice and appropriate product (work, service) quality;  
safety of a product (work, service);  
compensation in full volume of material damages, moral harm, caused by a product (work, service) with defects, dangerous for life,  
health and property, and also illegal activity (inaction) of a producer (executor, seller);  
appeal to the court, other authorities of state power for protection of infringed rights or protected by the law interests;  
creation of public consumers unions.

For some groups of consumers related to the categories of needed in social protection, legislation can stipulate privileges and advantages in sphere of trade, consumer services and other kinds of servicing.

## Article 5. Information about producer (executor, seller), trade and servicing rules

Producer shall inform consumer about name of his enterprise and place (juridical address). Indicated information shall be in the production or trade mark or to be presented other way.

Seller (executor) shall inform consumer about firm name of his organization, place (juridical address) and work time. Indicated information shall be indicated on a sign.

Information stipulated by the part two of this article shall be granted to consumers also at the execution of trade and servicing in temporary premises, fairs, from outlets, in other case when trade and servicing are carried out not from the permanent place of a seller (executor).

Seller (executor) shall to fully inform a consumer about rules of trade, consumer servicing and other kinds of servicing.

#### Article 6. Information about goods (works, services)

Producer (executor, seller) shall timely inform consumer with necessary, accessible and truly information about products (works, services) being sold.

Information about a product (work, service) in obligatory order shall include:

indication of normative documents, obligatory requirements of which product (work, service) shall meet;

list of main consumer, special properties;

price and terms of purchase;

date of some products production;

guaranteed obligations of producer (executor);

rules and terms of effective and safe usage;

term of service (expiry) and information about necessary actions of consumer at the expiry of this term, and also about possible consequences at unfulfillment of indicated actions;

name and pattern of producer (executor, seller) property,

number of register and license certificate;

addresses of producer (executor, seller) and authorized enterprises to accept claims from a consumer, and also executing fixing and technical servicing;

ways and rules of storage, safety of utilization.

In relation to a product liable to obligatory certification, consumer is given the information about its certification.

Absence of necessary information about a product (work, service) leads to the stop of such product (work, service) sale till the having information by the order of relevant state body.

#### Article 7. Consumer rights in case of false information about a product (work, service)

If presenting of false or not full information about a product (work, service) lead to:

purchase of a product (work, service) not having necessary consumer properties, consumer has the right to brake a contract and demand cover of losses;

unability of usage of a purchased product (work, service), consumer has the right to require relevant information in reasonable term (but not more than three days). If information will not be given in the stipulated term consumer has the right to break a contract and require cover of losses;

harm to the life, health or property of a consumer, he has right to claim to producer (executor, seller) requests stipulated by the legislation.

Request of a consumer for cover of losses caused by false or uncomplete information about a product (work, service), shall be considered proceeding from assumption that consumer does not have social knowledge about properties and characters of a product (work, service) being purchased.

Losses caused to a consumer by a product (work, service), bought in the result of unproper advertisement, shall be covered by a producer (executor, seller) in the full volume.

#### Article 8. Consumer right to conclude a contract in the sphere of trade and other service and check of bought product quality (work, service)

Consumer has the right for free purchase of a product (work, service) by concluding a contract, under which seller (producer, executor) shall hand to a consumer product (execute work, render service) in property, in concrete quantity and appropriate quality, and consumer shall pay stipulated sum.

Exposed goods with a label, and information about goods (works, services) offered to visitors shall be considered as a provision for conclusion a contract.

Contract between consumer and producer (executor, seller) shall be considered as concluded, when the agreement about subject of the contract, price and other conditions, is approached by the parties.

Contract executed at conclusion concluded, as a rule, in verbal form, except cases stipulated by the legislation.

Contract executed not at conclusion (under prior orders, in case of mail trade and other cases), is concluded in written form.

Consumer has the right to check quality, complete set, weight and prices of a purchased product (work, service), and seller (executor, producer) shall give control, measure equipment, documents about price, demonstrate in action, teach the safe and right usage, send a product for expertise, if necessary.

#### Article 9. Rules on some types of purchase contracts

Rules about some kinds of contracts, and also sale rules for some kinds of goods are authorized by the Government of the Republic of Uzbekistan.

#### Article 10. Form and order of products (works, services) payment

The form and order of goods (works, services) shall be determined by an agreement between consumer and seller (producer, executor). Sale of goods in credit shall be carried out in the order, stipulated by the rules of goods sale in credit authorized by the Government of the Republic of Uzbekistan.

At the purchase consumer shall be given cashier or product check. Sale of a product without cashier or product check is forbidden.

#### Article 11. Guaranteed obligations of a producer (executor)

For all kinds of long-term usage goods and services producer (executor) shall set guarantee term. Guarantee term is calculated from the day of sale of a product to consumer or rendering services. If it is impossible to determine the day of product sale, term is calculated from the date of product production.

Producer (executor) shall provide normal work (application, usage) of a product (service), also set units during guarantee term. Guarantee terms for set units shall be not less than guarantee term for main product, if another is not stipulated by the legislation. Guarantee term shall be indicated in the passport for a product (service) or another document, given to consumer with the product at the sale or render service. Producer shall provide opportunity to use a product during guarantee term and term of its service, organize repair and technical support of a product, production and delivery to trade and repair organizations in the necessary volume and assortment of spare parts during the term of production of a product and after finishing of production during term of its service, and at the absence of such - during ten years from the moment of production finishing.

On the products of treatment, meal purpose and consumer chemistry the date of production, expiry date and conditions of storage shall be indicated. Sellers are forbidden to accept and sell products without indication of expiry date or with expired date.

#### Article 12. Consumer right for safety of a product (work, service)

Consumer has the right for guarantee, that purchased product (work, service) was produced or executed with observation of requirements of sanitary-hygienic, also radiological, antiepidemic and other active norms and rules, and was safe for his life, health, environment, and also would not damage his property.

Requirements of product (work, service) safety for life, health, property of consumers and environment are determined by the legislation.

Producer (executor) shall provide safety of a product (work, service) during the term of its service or suitability term, and if it is not determined during ten years from the date of product (work) sale to consumer.

For the production of a product (work, service) being dangerous for life, health, property of consumers and environment, in accordance with the legislation responsibility is borne by:

producer (executor);

body authorized normative documentary;

body issued certificate of appropriateness;

bodies of health care, environment protection, vet service or

other bodies allowed production or sale of dangerous product (work, service).

Harm caused to the life, health or property of consumer as a result of unprovided safety of a product (work, service) shall be compensated in accordance with the article 20 of this Law. If for the safe usage of a product (work, service) or its transportation and storage observation of special rules, producer (executor) shall to develop such rules, seller (executor) shall inform a consumer.

If it is determined that usage, storage, transportation or utilization of a product, results of work (services) cause or can cause harm to the life, health, property of a consumer or environment, producer (executor, seller) shall immediately stop their production (execution, sale) till the elimination of the reasons causing harm, take measures for withdrawal from circulation or from consumers. In case of impossibility of elimination of reasons causing harm, producer (executor) shall take out such product from production, stop execution of work and rendering of a service, thus meal products must be utilized by the seller or producer. At unexecution by producer (executor) these obligations, take out product from production, stop work execution or service rendering, withdrawal from circulation or consumer shall be carried out by the bodies of state management executing control for the safety and quality of product (work, service).

The order of withdrawal from the circulation of a product batch, banning of works execution and services rendering dangerous for life, health and property of a consumer and environment, determined by the Government of the Republic of Uzbekistan.

Losses caused to a consumer in connection with the withdrawal of a product, banning of works execution and services rendering, shall be compensated by producer (executor, seller) in full volume.

If producer (seller) took all necessary measures for withdrawal of a product with dangerous properties, he is free of responsibility for harm caused in connection with that consumer continued usage of indicated product.

#### Article 13. Consumer rights in case of defective product sale

Consumer which was sold a product with defects, if it was not stipulated at contract conclusion, has the right to request:

- change for product of appropriate quality of the same brand (model, article);
- change for the same product of another brand (model, article) with the relevant recalculation of purchase price;
- free elimination of product's defects or compensation of expenses for defects elimination by a consumer or third person;
- proportionate reduction of a purchase price;
- annul contract, with compensation of losses.

Consumer can realize indicated rights, if defects were revealed during:

guarantee term or suitability term;

six months for products, for which guarantee terms and suitability terms are not set;

two years from the day of handing to a consumer of a real estate, if longer terms are not stipulated by a contract;

term established by the Government of the Republic of Uzbekistan for season goods.

If a consumer revealed defects in sold products, being separate elements in a set, suites, sets, complexes, having own prices, he has right to claim requests stipulated by the part one of this article, as regarding complete set, suite, complex, so separate parts included in it.

Requirements mentioned in the part one of this article shall be claimed by a consumer to a seller.

Requirements of a consumer shall be considered at showing a cashier or product check, and under products for which guarantee terms are established - properly registered technical passport or another document.

In case of loss of a technical passport, its restoration shall be made in accordance with the legislation.

Defects revealed in a product shall be eliminated by producer.

Relations of producer and seller shall be regulated by a contract.

#### Article 14. Order of defective product change

In case of production, construction, prescription or other product's defects reveal by a consumer, seller (producer) shall in seven-day term change it for the product of similar brand (model, article), and if necessary hold additional check of product's quality - during twenty days from the moment of consumer's claim.

At the absence of similar brand (model, article) product claim of a consumer for change shall be satisfied during a month from the moment of request. For desert and far districts, districts of periodical delivery, mentioned request of consumer shall be satisfied in the term necessary for the next delivery to these districts, but not more than two months. Seller (producer) pays to consumer together with changed product penalty in the size of one per cent per every day of such terms infringement.

Under the agreement of a consumer seller shall change product with defects for the same product of another brand (model, article) with the relevant recalculation of purchase price.

#### Article 15. Order of product's defect free elimination

Defects revealed in product during the period of guarantee term shall be eliminated free by a seller during twenty days, and by a producer during ten days from the moment of relevant consumer's request.

Consumer has the right to claim a request to producer for free elimination of product's defects at the expiry of guarantee term. Indicated request can be claimed during service term, and if service term was not set - during ten years, if serious defects, made by a producer, were revealed in a product.

Under request of a customer, during repair of a product of long-term usage, in three days after presenting the product with defects he is given (delivered by seller or his representative) product of similar brand (model). Producer together with seller on the basis of agreement shall provide change fund for this purpose. The list of products of long-term usage for which indicated requirements are not distributed are established by the Government of the Republic of Uzbekistan.

In case of request for defects elimination in a product guarantee term shall be prolonged for the time during which product could not be used by a consumer. Indicated time is calculated from the date of request for defects elimination.

Seller (producer) pays to a consumer penalty in the size of one per cent of product price per every day of delay for consumer's request execution, to give for time of repair similar product, and also per every day of delay of defects elimination proceeding from contracts.

Article 16. Consumer right for proportionate reduction of a defective product's purchase price or contract breaking

If seller (producer) did not fulfil request for change a product or defects elimination, consumer has the right to require proportionate reduction of the product price or stop a contract about compensation of damages and moral harm according to the articles 20 and 22 of this Law.

Article 17. Payments with a consumer in case of defective product sale

At the change of a product with defects for a product of the same brand (model) in case of price change recalculation shall not be carried out.

At the change of a product with defects for a product of the same brand (model) in case if the price of a product to be changed, is lower than the price of a product given, consumer shall pay difference in prices, and in case, when price of a product to be changed is higher than that of given, - difference in prices to be paid to a consumer. In the mentioned calculations, in case of product to be changed price increase, price at the moment of request shall be applied, in case of price decrease - at the moment of purchase.

At the contract break off payments with a consumer shall be made in case of price increase for the product proceeding from its price for the moment of relevant request, and in case of price decrease - proceeding from the product price at the moment of purchase. Consumers which were sold products in credit, in case of contract break off, money sum shall be returned in the size of paid credit, and also credit interest. Delivery of a large product and product with the weight more than five kilogram for repair, reduction, change and return to consumer shall be carried out by and at the expense of a seller (producer). In case of unfulfillment this obligation delivery and return of a product can be done by consumer. In such case seller (producer) shall compensate to consumer all expenses connected with the delivery and return of a product.

Article 18. Consumer right for unsatisfactory quality product change

Consumer has the right during ten days from the date of purchase to change not food product of inappropriate quality for similar product from the seller, in case of such product absence to have money compensation.

Order of change and the list of products not to be changed shall be determined by the rules authorized by the Government of the Republic of Uzbekistan.

Article 19. Consumer right in case of a contract's on execution of works, rendering service, terms infringement

Executor shall execute work (render service) in term, volume and quality, stipulated by the rules of some kinds of work (service rendering) execution, or contract. Term of work execution (service rendering) can be determined by the date (period of time), by which work (service) shall be executed (rendered), and also by the date (period of time), when executor shall start its execution (rendering). In case if the work (service) is executed (rendered) by parts (delivery of periodical post, technical servicing and another) during term of a contract stage terms shall be stipulated (periods of time) execution of work (services rendering). Consumer has the right to deny contract about works execution, services rendering and require losses compensation, if executor does not start timely to the execution of a contract or it is clear that work will not be executed on time.

If executor retreated from conditions of a contract, which deteriorated work (service), or admitted other defects in the work (service), consumer has the right to require free elimination of defects, proportionate reduction of the price of executed work (service), free production of another thing from the same material of the same quality or repeated execution of work, or break off a contract about complete compensation of losses. Consumer can realize rights mentioned in the part four of this article:

if defects were revealed during accepting of a work (service) or during its course;

during guarantee term, and in case of its absence during six months from the date of work (service) accepting;

during two years from the date defects were revealed in construction or another real estate.

Terms of defects elimination revealed during execution of work (service rendering) shall be determined by a contract. Defects of executed work (service rendered) shall be eliminated by executor during twenty days from the date of request by a consumer, if shorter term was not stipulated by a contract. In case of non-elimination of defects in the stipulated term, and also delay of start and finishing of work (service) execution, executor shall pay to a consumer penalty in amount of one per of work (service) price or order price (if work (service) price was not separately stipulated) per every day of delay, hour (if term was stipulated in hours).

Sum of exacted penalty can not exceed price of work execution (service rendering) or total order price.

Payment of a penalty by executor for delay of defects in executed work elimination is not considered as losses to be compensated.

Payment of penalty by executor for non-execution or inappropriate execution of obligation and compensation of losses does not free him of obligation fulfillment in natural form.

In case of loss, defect, damage of accepted from consumer thing (material) or execution of works from consumer's material with important defects executor shall return to consumer thing of the same quality (execute work or render service from similar quality material), and if impossible compensate double price of the thing (material) at the moment of request.

Price of a thing (material) accepted by executor for execution of works and rendering services, shall be determined by parties agreement at conclusion of a contract.

Payments with a consumer in case of defects in the work (service) or retreatments from conditions of a contract, in case of loss, damage of a thing (material) shall be carried out taking into consideration price increase for the moment of contract break off. Executor bear responsibility for the harm caused to consumer by poor-quality work (service) in accordance with articles 20, 22, 27, 29, of this Law.

Peculiarities of consumers and executors relations under contracts on works execution and rendering of services, are not regulated by this article, and also consequences of non-execution or inappropriate execution shall be regulated by the rules for such kinds of contracts stipulated by the legislation.

#### Article 20. Property responsibility for harm made in case of product (work, service) defects

Harm caused to life, health or property of consumer as a result of construction, production, prescription and other defects of a product (work, service), and also application of materials, equipment, technics, tools, and other means not providing safety of life, health or property of a consumer, shall be compensate by seller (producer, executor).

Right to require compensation of the harm caused by defect of a product (work, service) is given to any victim independently whether he had a contractual relations with a seller (producer, executor) or not. Harm caused to the life, health or property of a consumer shall be compensated if it happened during the service (suitability) term stipulated normative documentary term, and if it was not stipulated, - during ten years from the moment of production of a product (accepting of a work, service).

Seller (producer, executor) is free of responsibility, if he proves that harm caused be act of God or infringement by a consumer of established rules of product's usage, storage or transportation.

#### Article 21. Invalidity of contract's terms limiting consumer rights

Conditions of a contract limiting rights of consumer and contrary to the legislation, are considered as inactive. If in the result of their application consumer had losses they shall be compensated by producer (executor, seller). Seller (executor) has no right to persist purchase by consumer additional goods or rendering services.

#### Article 22. Moral harm compensation

Moral harm caused to consumer as a result of his rights infringement shall be compensated by a person caused it, if he is guilty. Amount of compensation of a moral harm shall be determined by the court.

Compensation of moral harm shall be carried out independently of property damage or losses compensation.

#### Article 23. Guarantee of state protection of consumers rights

State guarantees consumers protection of their rights and interests protected by the law at purchase and usage of a product (work, service).

State protection of consumers' rights shall be carried out by bodies of state power and management and also courts. Specially authorized state bodies for protection of consumers' rights are: body authorized to carry out antimonopoly activity; Uzbek state center of standardization (Uzgosstandart), metrology and certification under the Cabinet of Ministers of the Republic of Uzbekistan; Ministry of health care of the Republic of Uzbekistan; State committee of the Republic of Uzbekistan for architecture and construction; State committee of the Republic of Uzbekistan for environment protection; other bodies of state management executing control for observation of consumers rights protection legislation.

#### Article 24. Execution of the protection of consumers rights by state authorities

For execution of consumers' rights protection power bodies on places:

organize fulfillment of the legislation in the sphere of consumers' rights protection;  
cooperate with authorized state bodies on protection of consumers' rights and public unions of consumers;  
consider complaints, applications and offers of consumers;

appeal to a court for protection of consumers' rights (wide circle of consumers);  
carry out other authorities.

#### Article 25. Authorities of the antimonopoly activity body

With the purpose of consumers' rights protection body authorized to carry out antimonopoly activity and its local bodies:

carry out state control for observation of consumers' rights protection legislation;  
give official explanations under questions of consumers' rights protection legislation;  
direct prescriptions to producers (executors, sellers) for elimination of infringing rights of consumers;  
have the right to appeal to a court for protection of consumers' rights (wide circle of consumers);  
carry out other authorities in accordance with the legislation.

#### Article 26. Authorities of state management bodies executing control for safety and quality of products (works, services)

With the purpose of safety and quality of goods (works, services) Uzgosstandart, Ministry of health care of the Republic of Uzbekistan, State committee of the Republic of Uzbekistan for architecture and construction, State committee of the Republic of Uzbekistan for environment protection and other bodies of state management executing control for safety and quality of goods (works, services), within their authorities:

determine obligatory requirements for the safety and quality of goods (works, services) and carry out control for the observation of these requirements;  
direct prescriptions to producers (executors, sellers) for elimination of infringements of requirements for safety and quality of goods (works, services), take out from production, stop of output and sale of poor-quality goods (works, services), withdrawal from consumers, and also inform consumers about;  
take legal actions against producers (executors, sellers) in case of infringement of requirements for safety and quality of goods (works, services).

Activity of state management bodies, executing control for safety and quality of goods (works, services), coordinate Government of the Republic of Uzbekistan.

#### Article 27. Responsibility for consumers rights legislation infringement

Producer (executor, seller) bear responsibility for infringement of consumers' rights protection legislation. Body authorized to carry out antimonopoly activity and its local bodies have the right to impose penalty on producer (executor, seller) in cases of retreatment of unfulfillment or untimely fulfillment of prescriptions for elimination of consumers' rights infringements. Uzgosstandart and other bodies of state management indicated in the part one of the article 26 of this Law can impose penalties in cases:

of infringement of rules of obligatory certification of goods (works, services) by producer (executor);  
retreatment from execution or untimely or inappropriate execution of their prescriptions by producer (executor, seller);  
cause a harm to consumers of product (work, service) which does not meet requirements of normative documents.

Amount and order of penalty exaction shall be determined by the legislation. Penalty shall be exacted without arguments.

Producer (executor, seller) has the right to appeal to a court with application for consideration of body's prescription completely or partially inactive or abolishment or change of the decision about penalty.

Application does not stop execution of prescription or decision on penalty for the time of its consideration in a court, if court does not decide to stop execution of above mentioned acts. Officials of state management bodies executing control for safety of and quality of goods (works, services), in case of harm was made to consumers by products (works, services), which do not meet requirements of safety of goods (works, services) bear responsibility in accordance with the legislation.

#### Article 28. Consumers rights protection in the sphere of finance services

Executor rendering financial services shall insure his responsibility for the case of liquidation or bankruptcy to satisfy consumers' requests. Executor of financial services shall inform consumer about contract of insurance for responsibility of executor for damage.

#### Article 29. Juridical protection of consumers rights

In case of consumers' rights infringement he has right to appeal to a court. Lawsuits shall be presented at the district of defendant, consumer or place where harm was made, if other is not stipulated by legislative acts. Consumers under lawsuits related to the infringement of their rights and also state bodies executing control for safety and quality of goods (works, services), public unions of consumers under lawsuits presented in the interests of consumers (wide circle of consumers) are free of state duty.

Article 30. Consumers' public unions

With the purpose of own rights and interests protection consumers can create unions of consumers. Unions of consumers are public organizations executing their activity in accordance with the legislation.

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Tashkent

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