

GUIDE
CONSUMER
RIGHTS
IN SERBIA

ecommerce4all.eu

2022

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ABOUT THE PLATFORM

ecommerce4all.eu

The ecommerce4all.eu platform is a resource and information center on key e-commerce aspects for all CEFTA markets (Albania, Bosnia and Herzegovina, N. Macedonia, Moldova, Montenegro, Serbia, and Kosovo*). The web platform consists of relevant e-commerce data and resources, including basic e-commerce data, interactive graphs, and data on CEFTA e-commerce market development, as well as data on key aspects of doing business in e-commerce.

The data on key aspects of doing business in e-commerce is structured in five modules: e-commerce data, regulation, payment, delivery, and e-commerce success stories in all CEFTA markets. Each of these modules will contain relevant market-specific information, tutorials, manuals, topic-related documents, and video presentations, except for the first module "e-commerce data" which is meant to present the state of e-commerce in all CEFTA markets through statistics and data on the development of the e-commerce markets (interactive graphs of the state of e-commerce in each market and comparisons of e.g. customers, payment cards, digital skills, UNCTAD B2C e-commerce readiness index and other relevant Eurostat data). All data will be presented in both the local language of each of the CEFTA markets and in English.

The platform is supported by the Open Regional Fund for South – East Europe – Foreign Trade project, implemented by the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH on behalf of the European Union and the German Federal Ministry for Economic Cooperation and Development (BMZ).

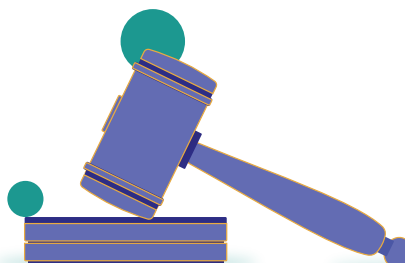
*This designation is without prejudice to positions on status and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo declaration of independence.

How consumers in Serbia can protect themselves?





THE BASIC RIGHTS OF CONSUMER IN THE REPUBLIC OF SERBIA

The basic rights of consumers in the Republic of Serbia are regulated in Article 2 of the Consumer Protection Law and they are as follows:

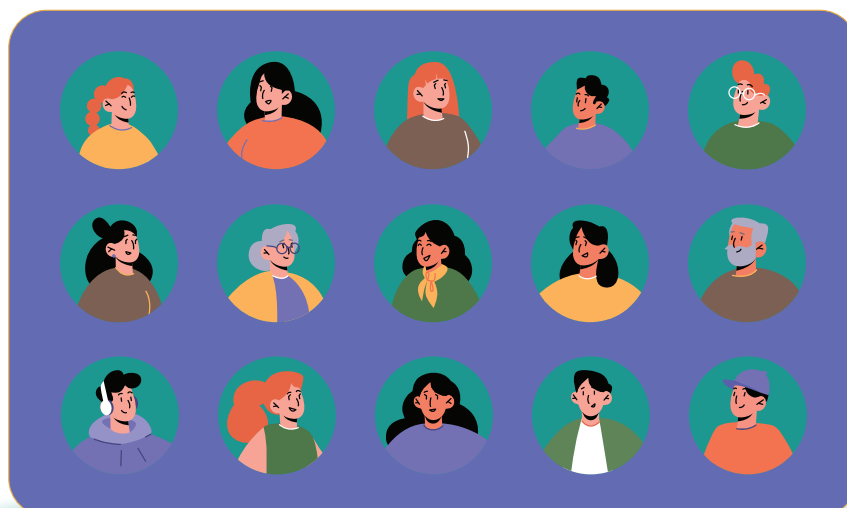
-  **Meeting basic needs** - availability of the most necessary goods and services, such as food, clothing, footwear and housing, health care, education and hygiene;
-  **Safety** - protection from goods and services that are dangerous to life, health, property or the environment or goods whose possession or use is prohibited;
-  **Information**- availability of accurate data that is necessary for a reasonable choice of offered goods and services;
-  **Choice** - the possibility of choosing between several goods and services at affordable prices and with appropriate quality;
-  **Participation** - representation of consumer interests in the process of adoption and implementation of the consumer protection policy and the possibility to be represented in the process of adoption and implementation of the consumer protection policy through associations and alliances of consumer protection associations;
-  **Legal protection** - protection of the consumer's rights in the procedure provided by the law in case of violation of his right and compensation for material and non-material damage caused by the merchant;
-  **Education** - acquisition of basic knowledge and skills necessary for proper and reliable selection of products and services, as well as knowledge about the basic rights and duties of consumers and the way to exercise them;
-  **A healthy and sustainable environment** - living and working in an environment that is not harmful to the health and well-being of current and future generations, timely and complete information on the state of the environment.



Also, one of the basic rights of consumers is the right to conformity of goods or services, which right is regulated by the currently valid Consumer Protection Law from Article 49 to Article 52. In accordance with Article 49 paragraph 2 of the Consumer Protection Law, it is considered that goods conforming to the contract in case of:

-  If it corresponds to the description given by the seller and if it has the properties of the goods that the seller showed to the consumer as a sample or model;
-  If it has properties required for the particular use for which the consumer is purchasing it, and which was known to the seller or should have been known to him at the time of the conclusion of the contract;
-  If it has properties required for regular use of goods of the same type;
-  If in terms of quality and functioning it corresponds to what is usual for goods of the same type and what the consumer can reasonably expect given the nature of the goods and public promises about the special properties of the goods given by the seller, manufacturer or their representatives, especially if the promise was made through advertisements or on the packaging of goods.

In case of non-conformity, the consumer, in accordance with Article 51 paragraph 1 of the Consumer Protection Law, has the right to demand from the seller to remove the non-conformity, without compensation, by repair or replacement or to request a corresponding price reduction or to terminate the contract regarding the goods.



The consumer has various rights, according to Consumer Protection Law, while they have different contents depending on the type of concluded contracts, as well as the subject of such contracts.

THE MAXIMUM DEADLINE FOR THE GOODS DELIVERY, AS WELL AS THE PROVISION OF SERVICES

The **maximum deadline for the goods delivery, as well as the provision of services** based on the concluded contract between the trader and the consumer, is 30 days from the date of conclusion of the contract itself. Of course, the contracting parties can agree on other shorter or longer delivery terms, however, the legal maximum is certainly prescribed by the Consumer Protection Law.

CONSUMER HAS THE RIGHT TO WITHDRAW FROM A CONTRACT

In accordance with Article 27 paragraph 1 of the Consumer Protection Law, **the consumer has the right to withdraw from a contract** concluded remotely or off-premises within 14 days, without giving reasons. The consumer exercises the right to withdraw from the contract by giving a withdrawal statement on the prescribed form or in any other unambiguous way. In accordance with Article 28 paragraph 1 of the Consumer Protection Law, the 14-day period for service contracts begins to run from the date of conclusion of the contract between the merchant and the consumer, while for the contract for the sale of goods, the 14-day period starts to run from when the goods reach the consumer's country.



In accordance with Article 33 paragraph 1 of the Consumer Protection Law, the merchant is obliged to **return the payments** he received from the consumer, including delivery costs, without delay, and no later than 14 days from the day he received the withdrawal form. The merchant makes the refund using the same means of payment that the consumer used in the original transaction, unless the consumer has expressly agreed to the use of another means of payment and provided that the consumer does not incur any costs due to such a refund. While in accordance with Article 34 paragraph 1 of the Consumer Protection Law, **the consumer is obliged to return the goods to the merchant** or a person authorized by the merchant, without delay, and no later than within 14 days from the day he sent the cancellation form. Also, we would emphasize that the consumer bears the costs of returning the goods, unless the merchant has agreed to bear them or if he has not previously informed the consumer that the consumer is obliged to pay them.



ELECTRONIC COMMERCE LAW

Bearing in mind that the Electronic Commerce Law ("Official Gazette of RS", no. 41/2009, 95/2013 and 52/2019) is applied on the territory of the Republic of Serbia, and that it regulates the supervision of legal and natural persons who carry out trade via the Internet, in Article 21 of the **Electronic Commerce Law**, it is determined that the supervision of the implementation of the law is carried out by the ministry responsible for trade and services, that is, the ministry responsible for electronic communications and information society. Competent ministries supervise the implementation of the law through market inspectors, i.e. inspectors for information society services. In case of any doubts, contact the competent institutions.

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REGIONAL PLATFORM

Project implementator



Project partners



This publication was produced with the financial support of the European Union and the German Federal Ministry of Economic Cooperation and Development (BMZ). Its contents are the sole responsibility of the E-commerce Association in Serbia, and do not necessarily reflect the views of the EU or the Federal Ministry of Economic Cooperation and Development (BMZ).