



دائرة التنمية الاقتصادية  
DEPARTMENT OF ECONOMIC DEVELOPMENT

# CONSUMER RIGHTS AND RESPONSIBILITIES

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« نحو اقتصاد مثالي »

«Towards An Ideal Economy»

## The Gulf Consumer Rights and Responsibilities

Dear consumer, Islam sets directives that secure the rights of consumers, and encourages us to protect them. It is necessary as a consumer to know your rights that are secured by all laws and regulations of **GCC** countries. One of the most important responsibilities that you need to shoulder in order to protect your rights is to cooperate with the government and non-government authorities to contribute in restricting the commercial practices that prejudice the consumer rights, since awareness of your rights and responsibilities is a cornerstone to guarantee such rights. The following are definitions of your most important rights and responsibilities:

### First: Consumer Rights

- 1. Safety:** The right to be protected against any goods, production processes and services that may cause harm to his/her health or safety.
- 2. Awareness:** The right to be provided with the facts that enable him to buy and consume in the appropriate manner.
- 3. Choice:** The right to choose between various alternatives of goods and services that have competitive prices, besides guaranteeing the quality thereof.
- 4. To be heard:** His/her interests to be represented before government and non-government authorities, and his/her opinions to be considered regarding the development of goods and services.
- 5. To satisfy his/her basic needs:** The consumer shall have the right to attain his/her necessary and basic goods and services such as; food, clothing, accommodation, health care and education.
- 6. Compensation:** The consumer shall have the right to a fair settlement for his/her legitimate claims; including to be compensated for beguilement, bad quality goods, unsatisfactory services or any other practices that may cause harm to the consumer.
- 7. To be educated:** The consumer shall have the right to gain the necessary knowledge and skills needed to perform the mindful examination for goods and services, to be aware of his/her basic rights and responsibilities, and how to use them through the sustainable awareness program.
- 8. To live in a healthy environment:** The consumer shall have the right to live and work in a hazard-free environment.

## **Second: Consumer Responsibilities**

1. To be aware of his/her rights at all consumption aspects.
2. To abide by the health rules that aim at making the item/product valid for use, and to follow the guidelines before using such item/product, such as the proper washing of vegetables and fruits, and boiling milk and cheese before consumption.
3. To abide by the instructions affixed on the pack/product, and to literally follow them, especially in relation to the storage method and conditions and the proper preserving and storing temperature.
4. To check the expiry date of the product/medicine, and not to use it if already expired.
5. To inspect the external of consumable materials and the validity for consumption before purchasing.
6. To avoid purchasing materials, products and manufactured goods that are displayed on the street or that might be smuggled, expired, spoiled or reconditioned such as batteries, phones, TVs etc.
7. To avoid purchasing food items that are exposed to dust, heat, pollution or oxidation.
8. To check the prices of the items he/she is purchasing, either through probing outlets or through purchasing experience, and to compare the product/service's quality to its price, as it might be expensive but its quality does not match the required standard.
9. To enter into a written agreement with the craftsman, when the later is performing some work at the consumer's request. This agreement shall define the work terms and conditions, such as; duration, fees and materials required for work.

10. In general, the consumer must be very observant, and must discuss with the item, goods, product or service provider about any doubts concerning price, validity and quality, and to implement the proper conditions to the services provided, such as whether the service matches the price requested.
11. The consumer must refrain from wasting water, energy and other basic resources, whether it was that concerning his house, shop or private properties, or concerning the public utilities. The consumer shall also endeavour to rectify the waste by all the legal ways, and to keep the roads, streets or gardens clean and act as if they are his/her own, and to rectify bad manners and habits in such places by advising in a good manner, or otherwise by filing a complaint to the competent authority.
12. The consumer must amend his/her consumption behavior such as; specify the items he/she consumes; avoid storing food items for a long time or keeping them in improper kitchenware such as utensils made of recycled plastic or others; avoid large waste of food or others that end up in garbage bins, as a result of lavish parties at restaurants and hotels. Restaurants and hotels need to change their ways of serving food and they must offer the consumer to pack the remainder and take it home or to send it to charities.
13. The consumer must not hesitate to file a complaint to the competent authority, after having exhausted his/her own endeavors; and must not give up his rights to have a clean, affordable and valid consumption.
14. The consumer must repair all that could harm public health or cause environment pollution or waste and must avoid throwing garbage in riverbeds or randomly in the streets.

**UNITED ARAB EMIRATES  
THE CABINET**

**Cabinet Resolution No. (12) of 2007**

**Regarding the By-Laws of  
The Federal Law No. (24) of 2006**

**Concerning Consumer Protection**

**The Cabinet,**

**Upon perusal of the Constitution;**

Federal Law No. (1) of 1972 Regarding the Powers of Ministries and Authorities of Ministers and the amending laws thereto;

Federal Law No. (5) of 1975 Regarding the Commercial Register;

Federal Law No. (1) of 1979 Regarding the Organization of Industry Affairs and the amending laws thereto;

Federal Law No. (4) of 1979 Regarding Combating Fraud and Deceit in Commercial Transactions;

Federal Law No. (18) of 1981 Regarding the Organization of the Commercial Agencies and the amending laws thereto;

Federal Law No. (8) of 1984 Regarding the Commercial Companies and the amending laws thereto;

Federal Law No. (5) of 1985 issuing the Civil Transactions Law and the amending laws thereto;

Federal Law No. (3) of 1987 issuing the Penal Code and the amending laws thereto;

Federal Law No. (10) of 1992 issuing the Law of Proof in Civil and Commercial Transactions and the amending laws thereto;

Federal Law No. (35) of 1992 issuing the Code of Criminal Procedure and the amending laws thereto;

Federal Law No. (37) of 1992 Regarding the Trademarks and the amending laws thereto;

Federal law No. (9) of 1993 Regarding Controlling Trading in High-value Stones and Precious Metals and Stamping them;

Federal Law No. (18) of 1993 issuing the Law of Commercial Transactions and the amending laws thereto;

Federal Law No. (28) of 2001 Regarding the Establishment of the **Emirates Authority** for **Standards** and Meteorology;

Federal Law No. (1) of 2003 Regarding the Establishment of the Federal Customs Authority;

Federal Law No. (13) of 2004 Regarding the Control of Import/Export and Transit of Rough Diamonds;

Federal Law No. (17) of 2004 Regarding Combating Commercial Concealment;

Federal Law No. (1) of 2006 Regarding the Electronic Commerce and Transactions;

Federal Law No. (2) of 2006 Regarding Combating Information Technology Crimes;

Federal Law No. (24) of 2006 Regarding Consumer Protection;

Cabinet Resolution No. (16/207) of 2006 Regarding the Approval of Cabinet Draft Resolution Regarding the by-laws of Federal Law No. (24) of 2006 Concerning Consumer Protection;

And upon the proposal of the Minister of Finance and approval of the Cabinet,

**Have issued the following law:**

# Definitions

## Article (1)

In the application of the provisions of this Law, the following words and phrases shall have the meanings set forth hereunder unless the context necessitates otherwise:

<b>State:</b>	United Arab Emirates
<b>Ministry:</b>	The Ministry of Economy
<b>Minister:</b>	The Minister of Economy
<b>Committee:</b>	The Supreme Committee for Consumer Protection
<b>Department:</b>	The Department of Consumer Protection at the Ministry
<b>Competent Authority:</b>	The local competent authority invested with the application of the Law No. (24) of 2006 and these by-laws in the concerned emirate.
<b>Approved Standard Specifications:</b>	All specifications approved by the Emirates Authority for Standards and Meteorology.
<b>Consumer:</b>	Any natural or judicial person who attains any Goods or Services, with or without return, to satisfy his personal or others' needs.
<b>Supplier:</b>	Any natural or judicial person who provides Services or information; or manufactures, distributes, trades, sells, supplies or exports Goods; or is engaged in the production or distribution of Goods.
<b>Main Supplier:</b>	The producer or the Supplier who supplies the distributors (not the Consumers) with Goods and Services.



<b>Advertiser:</b>	Any judicial or natural person who advertises or promotes any Goods or Services by using different means of advertisement or publicity.
<b>Goods:</b>	Any industrial, agricultural, animal or manufactured products, including the raw materials and components.
<b>Service:</b>	Any work provided by any body for the Consumer with or without return.
<b>Price:</b>	Includes the price of sale, or the charges of rent or use of the Goods or Service.
<b>Withdrawing:</b>	Withdrawing the Goods, in case a defect therein is proven, by the Supplier or by the concerned authority in the State, country of origin or any other country.
<b>Returned Goods:</b>	The Goods withdrawn inside the State or by the Country of origin or any other country.
<b>Defect:</b>	Any defect in the design, processing or manufacturing of the Goods, or inconformity, deformity or harm that may take place before or during the use of these Goods, or any defect as a result of the incompatibility or inadequate compliance with the approved standard specifications, guarantee, specifications advertised or to be advertised by the Supplier, confirmation or any advertisement related or listed on to the Goods.
<b>Guarantee:</b>	Any written or implicit undertaking by the Supplier or his representative that the Goods or Services, the subject of the guarantee, do not have any defects and compatible with the approved standard specifications, and his undertaking to repair any defect or damage on the Goods or Services within a specific period.
<b>Long-lived Goods:</b>	The Goods that can be used or utilized for many years.

## **Article (2)**

**The Principles that define the reasons behind the abnormal price hikes are as follows:**

- 1- Rate of inflation in the State;
- 2- Prices of Goods and Services in previous periods;
- 3- General level of prices in the State;
- 4- General level of prices in the neighboring countries;
- 5- Prices of Goods and Services in the neighboring countries;
- 6- Ratio of increase of Goods and Service prices;
- 7- Exchange rate of the foreign currency at the time of importing Goods or raw materials;
- 8- Consumer's complaints to the Department.

## **Article (3)**

The Department must prepare the researches and reports on the crises and unordinary circumstances of the market, and determine the reasons behind the unreasonable increase of prices, and report this to the Committee to give its recommendations regarding the procedures to be taken to limit this increase.

The Department may use the appropriate natural or judiciary professional persons in this field.

## **Article (4)**

In case of any crisis or unordinary circumstances in the market that require certain quick procedures to reduce the unreasonable increase of prices, the Minister, upon the recommendations of the Committee, may take the necessary procedures to limit this increase and protect the Consumers' interests and keep them harmless.

## Article (5)

### **The following cases are particularly considered cases of monopoly:**

- 1- To sell the Goods or Services in prices less than the actual cost thereof to create a monopoly situation in the market, which will consequently harm the Consumers;
- 2- If more than one Supplier ally with each other to damage the National Economy or the Consumers' interests;
- 3- If the Suppliers explicitly or implicitly agree to fix, decrease or increase the prices, whether publicly or secretly in a manner that may cause damage to the National Economy or the Consumers' interests;
- 4- If the competitors agree to divide the market among them according to the geographical distribution or volume of sales;
- 5- If the Supplier buys the competitive Goods or Services from the market to control the prices;
- 6- To abstain, stop or fix the quantity of production, supply or provision of Goods or Services;
- 7- If the Supplier makes a condition on the Consumer to buy additional Goods or Services besides the Goods or Services the latter wishes to attain.

## Article (6)

If any practices, agreements or contracts, whether written or oral, explicit or implicit, aim at or cause any of the monopoly cases, these practices, agreements or contracts shall be prohibited.

## **Article (7)**

As per the provisions of Law, these Regulations and the implementing by-laws and resolutions thereto, the Department shall take the necessary procedures and actions against monopoly practices and transactions that may damage the National Economy or the Consumers' interests.

## **Article (8)**

### **Consumer's Rights**

The Consumer's rights shall include:

- 1- The right to be protected against any products, production processes and Services that may cause harm to health or safety;
- 2- The right to be provided with the facts that enable him to buy and consume in the appropriate manner;
- 3- The right to choose between multiple alternatives of Goods and Services seeking for competitive prices with good quality;
- 4- The right to be heard, his interests to be represented in the government and non-government authorities and his opinions to be considered regarding the development of Goods and Services;
- 5- The right to satisfy his basic needs of Goods and essential Services such as food, clothing, accommodation, health care and education;
- 6- The right to compensation and fair settlement of his legitimate claims, including to be compensated for the bad quality Goods, unsatisfactory Services or any other practices that may cause harm to the Consumers;
- 7- The right to be educated and to attain the required knowledge and skills that help him practice the cautious test between Goods and Services. He shall also have the right to be aware of his essential rights and responsibilities and know how to use them through the sustainable awareness programs;
- 8- The right to live in a healthy environment.

## **Article (9)**

As per the provisions of Law and these by-laws, the Department shall receive the Consumers' complaints, coordinate with the local authorities in this regard, take the procedures of examination, fact-finding and investigation and make the appropriate decision thereof.

Any concerned party may raise a grievance to the Minister against the Department's decision within fifteen days as of the day of notification. The complaint shall be in writing and on the form prepared by the Department for this purpose. It shall also determine the grieving party's capacity, reason of grievance, and shall be signed by the grieving party or his legal representative. Consequently, the implementation of the decision shall stop until the time of grievance settlement, whether by acceptance or refusal.

The concerned parties may appeal the decision on the grievance to the competent court.

## **Article (10)**

### **Supplier's Obligations**

The Supplier shall take the procedures stated herein to withdraw the Goods from the local markets and the Consumers in the following cases:

- 1- If he discovers a defect in the Goods;
- 2- Issuance of reports or studies that prove a defect in the Goods;
- 3- Receiving complaints from the Consumers or the concerned authorities concerning a defect in the Goods;
- 4- A memorandum is issued by the Ministry to return the Goods;
- 5- There are cases of the same Goods' returning outside the State;
- 6- If the Goods do not meet the approved standard specifications.

## **Article (11)**

The Supplier shall notify the Department in writing within a period not exceeding fourteen (14) days regarding any case of Goods' withdrawing. The notification shall include the following information:

- 1- Name of the Goods, the Supplier and the country of origin;
- 2- A colored copy of the Goods and the defective part thereof;
- 3- A detailed description of the defect and the reasons thereof;
- 4- The quantity that have been sold, and the quantity to be withdrawn;
- 5- The kind and nature of the possible damages that may affect the Consumer;
- 6- The procedures to be taken by the Supplier to withdraw the Goods;
- 7- The public advertisement of withdrawing process, as well as the time and dates of such advertisements;
- 8- The expected period to repair the defect, taking into consideration the Consumer's circumstances and interests.

The Department shall open a file for Goods' withdrawing, which shall include all the information stated herein. The Department may add any information or procedures it deems necessary to return the defective Goods according to the kind and nature of the Goods.

## **Article (12)**

In case of withdrawing the Goods, the Supplier shall replace, repair or pay back its value, or replace or repair the defective part at no cost and regardless of the guarantee period according to the kind and nature of the Goods, and the kind of the discovered defect.

### **Article (13)**

The Supplier shall bear the costs of transportation of the defective Goods, costs of the technicians sent to replace or repair the defective part, and all the costs resulting from the Goods' withdrawing.

### **Article (14)**

The Supplier shall, within thirty days of withdrawing process, provide the Department with a report on the Goods that have been repaired, replaced or the defective part thereof is repaired or if the Goods is returned and its value is paid back. The report shall contain the following items:

- 1- The sold quantity;
- 2- The withdrawn quantity;
- 3- The quantity of the Goods that have been repaired, replaced or its value is paid back;
- 4- The procedures to be taken to avoid this defect, if possible.

### **Article (15)**

The Supplier shall receive and settle the Consumers' complaints. In case the default is repeated more than three times, he shall notify the Main Supplier and send a copy of the notice letter to the Ministry.

## **Article (16)**

The Department shall take the procedures to withdraw the defective Goods at the Supplier's expense based on a decision by the Minister in coordination with the concerned authorities in the following cases:

- 1- In case the Supplier does not take the necessary procedures to withdraw the Goods;
- 2- In case of slowdown or delay by the Supplier to take the withdrawing procedures in the cases the defective Goods are believed to have dangerous effects on the Consumers;
- 3- In cases of difficult identification or access to the Supplier.

## **Article (17)**

With the exception of the provisions of the foregoing article, the Department shall take the procedures to return the defective Goods in the necessary cases that constitute a danger on the Consumer, provided that the Supplier shall bear the costs of the withdrawing process.

## **Article (18)**

The Department shall - in coordination with the concerned authorities - follow up the Goods that have been withdrawn inside or outside the State and periodically notify the Committee of these withdrawing processes.

## **Article (19)**

In case the Department receives a complaint or notification regarding a defect in certain Goods, the Department shall investigate the matter. When the Department makes sure of the defect, it shall notify the Supplier to withdraw the Goods within the period determined by the Department according to the nature of the Goods.



## **Article (20)**

The concerned authorities, the Consumer and any concerned party shall have the right to submit an application to the Department requesting to return the defective Goods, provided that the acceptable evidences must be attached with the application. The Department shall investigate the application and take the necessary procedures thereto.

## **Article (21)**

The Supplier shall make a public advertisement regarding the defective Goods as per the following conditions:

- 1- To make the public advertisement in two daily local newspapers; one of them must be in Arabic, at least two times within a period not exceeding (24) hours as of the date of withdrawing notification. He shall also make this advertisement on the Ministry's website.
- 2- The size of the advertisement shall not be less than (15 cm x 15 cm);
- 3- The advertisement shall include the following information:
  - a- Name and address of the Supplier;
  - b- Trademark of the Goods;
  - c- Name of the Goods and country of origin;
  - d- Description of the defect;
  - e- The instructions to be followed by the Consumer to avoid any incurred damage due to the use of Goods;
  - f- The instructions to be followed by the Consumer to repair, replace or get back the value of the Goods;

The Department shall determine any other means of public advertisement, as well as the time and period thereof.

### **Article (22)**

In case the Supplier does not withdraw the defective Goods in accordance with these by-laws despite his acquaintance with this defect, this shall be considered as a commercial fraud in accordance with the said Federal Law No. (24) of 1979. The Department shall refer this matter to the Public Prosecution to take punitive action against the Supplier.

### **Article (23)**

The Supplier shall, if necessary, withdraw the defective Goods outside the State as per the prevailing procedures between the countries, provided that he shall notify the Department in writing of the withdrawing procedures.

### **Article (24)**

The Consumer shall have the right to choose the treatment method of the defective Goods; whether to replace, repair or get back its value, taking into consideration the kind and nature of the defective Goods and the period that the treatment process may take. The Consumer shall have the right to attain, at no cost, alternative Goods to use until the treatment procedures of his defective Goods are finished according to the nature of the defective Goods, and the period of treatment process.

### **Article (25)**

Before making any repair or modification on the Goods, the Supplier shall notify the Consumer of his estimate cost and period to repair the Goods. The notice shall be in writing and at no cost on the part of the Consumer.

After repairing the Goods, the Supplier shall issue an invoice to list the parts he replaced and their prices, and whether these parts are new, used or renewed. The Supplier shall bear the costs of the labor force and guarantee the replaced parts. The guarantee period for the electric and electronic Goods shall not be less than three months, and six months for the long-lived Goods as of the date of Goods delivery after repair. This guarantee shall not include the cases in which the Goods are used in inadequate manner.

### **Article (26)**

The Supplier, who offers used or renewed Goods or Goods with defect not affecting the Consumer's health and safety, shall advertise the condition of the said Goods in a clear way on its package and in the places in which he practices his activity, provided that he shall mention this condition in the contract or the invoice.

### **Article (27)**

It is forbidden for any person to advertise any Goods or Services in a manner that may mislead or deceive the Consumer.

## Article (28)

Upon offering the Goods for distribution, the Supplier undertakes to put a clear, readable, understandable and notable label in Arabic on the cover or package of the Goods. The label shall include the following information:

- 1- Kind, nature and components of the Goods;
- 2- Name of the Goods;
- 3- Date of production or packaging;
- 4- Expiry Date;
- 5- Net weight;
- 6- Country of origin (the full name of the country with no abbreviations, and to include the phrase "made in" before the name of the country, and not to put a flag of another country other than the country of origin);
- 7- Country of export (if any);
- 8- How to use, if possible;
- 9- The appropriate unit of measure and weight for the Goods;

The Supplier shall attach a detailed Arabic catalogue inside the package detailing the components, specifications, rules of use and dangers.

The Supplier shall act in accordance with this article within a period not exceeding one year as of the date of issuance of these by-laws regarding Goods that are already imported.

The Minister may suggest any additional information on the Goods, and a Cabinet Resolution shall be issued thereto.

### **Article (29)**

Upon offering any Goods or Services, the Supplier shall put the price thereof in the local currency in a clear manner, or advertise the price clearly in the place of offering the Goods or Services. He shall act in accordance with this article within a period not exceeding two months as of the date of issuance of these by-laws.

### **Article (30)**

The Supplier shall be prohibited to discriminate the Consumers in terms of selling price or quality of Goods or Services.

### **Article (31)**

The Consumer shall have the right to obtain a dated invoice, which shall include the following information:

- 1- Supplier's name and address;
- 2- Introduction to the Goods;
- 3- Unit of sale;
- 4- Quantity of Goods, or number of sold units;
- 5- Price of the Goods in the local currency.

### **Article (32)**

The Service Provider shall undertake to give a guarantee on the Service he provided during a specified period of time according to the nature of this Service, otherwise he shall pay back the charges paid by the Consumer or to provide the Service again in the proper manner.

### **Article (33)**

The Supplier shall give a guarantee on the quality of the Goods and Services and availability of specification he defines or those stipulated by the Consumer in writing. He shall also guarantee the hidden defects that decrease the value of the Goods or Services or render them unfit for use in the purposes they are designed for according to their nature or the contract between the Supplier and the Consumer.

### **Article (34)**

The Supplier shall provide the after-sale services, including spare parts and maintenance for the long-lived Goods for a period not less than five years or a period that is adequate to the nature of the Goods.

### **Article (35)**

For categories that do not have special provisions in these by-laws, the guarantee period of Goods and Services provided to the Consumer by the Supplier shall be according to the contract between them.

### **Article (36)**

With the exception of Articles 28 and 29 of these by-laws, the Suppliers residing in the State at the time of these by-laws shall act in accordance with the said Federal Law No. (24) of 2006 and the provisions of these by-laws within six months as of the date of enforcement. In case of not settling the situations after the specified period, the Minister may suspend the activity of the Supplier for a period not exceeding one week and may refer the case to the competent court to take the necessary action.

### **Article (37)**

The Minister shall issue the necessary resolutions to enforce the provisions of these by-laws.

### **Article (38)**

This Resolution shall be published in the official gazette and shall be enforced as of the date of issuance.

## **Mohammad bin Rashid Al Maktoum**

Prime Minister

Issued on:

10<sup>th</sup> of Rabee' Al Awwal, 1428 AH

**Corresponding to:** 29<sup>th</sup> March, 2007 AD