

**Cabinet Decision No. 66/2023
Concerning the Executive Regulation of the Federal Law No. 15/2020
Concerning the Consumer Protection**

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The Cabinet:

Having reviewed the Constitution;

Federal Law No. 1/1972 Concerning the Competencies of Ministries and Authorities of Ministers;

Federal Law No. 4/2012 Concerning the Regulation of Competition; and

Federal Law No. 15/2020 Concerning the Consumer Protection;

Based on the proposal of the Minister of Economy, and the approval of Cabinet;

Resolved that:

Article 1 - Definitions

The Definitions provided in the Federal Law No. 15/2020 shall apply to this Resolution. By way of exception, the following words and phrases shall have the meanings assigned to them respectively, unless otherwise is required by the context:

- Concerned Body: The Ministry or competent authority, as the case may be.
- Law: The Federal Law No. 15/2020 Concerning the Consumer Protection.

Article 2 - Coordination with the Related Bodies

1. The Ministry shall coordinate with the related bodies to protect the consumer rights, as follows:

- a. Develop plans and programs to protect the consumer rights.
- b. Study any propositions related to the protection of the consumer rights.
- c. Spread the community awareness in connection with the protection of the consumer rights.

2. Coordination shall be made between the Ministry and the related bodies, based on the mechanism to be determined by agreement between them.

Article 3 - Claims

The supplier shall, clearly and legibly, indicate on the package or pack of, or at the place of display of the commodity, as per the nature of each commodity, the basic claims described by laws, statutes, technical regulations and the established standard specifications, in particular the following:

1. Name, type, nature, ingredients and quantity of commodity, whether in connection with the weight, measurement, number, calibration, capacity, benchmark or any other standards affect the value of commodity.
2. Country of origin (name of country preceded by the phrase: Made in).
3. Country of export (if any).
4. Name of producer or importer, accompanied by the commercial address or trademark.
5. Date of production and shelf life.
6. Conditions of handling and storage and way of use.
7. Indicating the risks that may result from the misuse of commodity, in clear legible writing.
8. Defining the categories and ages of consumers liable to risks upon using the product, in particular the children, the disabled and the elderly.

Article 4 - Particulars of Way of Use of, and Composition of the Commodity

1. The supplier shall enclose with the commodity the particulars of the way of use and installation thereof, depending on the nature of commodity, and their inclusion of parts capable of disassembly and installation.

2. The particulars referred to in Clause (1) hereof shall clearly contain the way of installation or use on the pack or external package of commodity, to allow doing the same by the consumer himself or when necessary seeking a technician to install the commodity.

3. Stating the contents of the box in which the commodity exists, and the supplementary commodities that should be procured to utilize the basic commodity, which shall be clearly and expressly reflected.

Article 5 - Advertising Prices of Commodities and Services

The supplier shall:

1. Advertise the prices of commodities and services clearly and legibly. The advertisement shall be made in either of the following ways:
 - a. Writing the price on the commodity apparently, depending on its nature.

- b. Fixing the advertisement of price on a label at the place of displaying the commodity.
 - c. Fixing the advertisement of service price clearly and legibly at the place of rendering the service.
2. Clearly and expressly stating whether debit cards are accepted from consumers, and value of discount, and to be clearly advertised to be viewed by the consumer.
 3. Not add any further amounts on the value of commodity, if credit cards are used in the purchase of commodities and services.

Article 6 - Obligations of the Supplier Upon Contracting

1. The supplier shall provide the consumer with an invoice that proves the dealing or contracting with the supplier regarding the commodity or the service, without incurring any further burdens by the consumer. The invoice shall contain the following particulars:

- a. Name, address and contact information of the supplier.
- b. Date of invoice.
- c. Description of commodity or service.
- d. Unit of sale, quantity of commodity or number of sold units.
- e. Condition of the commodity, if it is used.
- f. Price of commodity or service, in the local currency.
- g. Warranty period.
- h. Date of delivery of commodity or provision of service.
- i. Serial number of commodities and the contained parts, as per the nature of each commodity.
- j. Commercial registration number.
- k. Tax number (if any).

2. The supplier shall give the consumer a warranty document, either separately from the invoice or within the invoice, as the case may be.

3. The supplier shall give the consumer a schedule of payments, if the commodity or service will be provided to the consumer at phases, and the payments are associated with the completion of each phase.

Article 7 - Used or Renovated Commodities

The supplier offering used, renovated or defective commodities that do not result in any harm to health or safety of the consumer, shall apparently and clearly advertise the condition of the commodity on the commodity, as well as at the place where the supplier's activity is practiced, in a way that shall not create false or misleading impression to the consumer. The condition of commodity shall be described in the concluded contract or the issued invoice.

Article 8 - Misleading Advertisement of Commodity or Service

A description, advertisement or offering of a commodity or a service shall be deemed deceptive, if the same contains a misleading claim whenever it may directly or indirectly create false or misleading impression to the consumer, in particular if the claim includes one or more of the following elements:

1. Nature, composition, substantial descriptions, constituent elements, quantity, shape or appearance of commodity.
2. Source, individuality, authenticity, way of manufacture, production date, expiry date, terms of use, warnings of use, weight, size, number, quantity, measurement, calibration, capacity, benchmark or any other standards.
3. Country of origin, country of export or the commodity producer.
4. Terms and procedures of contracting including after-sale service, warranty, and price and way of payment.
5. Awards, certifications or quality marks.
6. Trademarks, statements or logos.
7. Characters of commodity or service and the expected results of their use.

Article 9 - Handling Emergency Circumstances

1. When a crisis or unusual circumstances, that result in exorbitant increase of prices, occur, interim measures may be taken by decision of the Minister to curb such increase and to protect the consumers' rights, including:

- a. Determination of prices of commodity or service of increased price.
- b. Prohibition of export of commodity.
- c. Determination of quotes for sales.

- d. Encouragement of manufacture or import from alternative sources.
- e. Engagement of specific bodies for import.
- f. Any other procedures, as determined by the Minister.

2. The following principles shall be observed in determination of whatever is considered exorbitant increase:

- a. Inflation rate in the state.
- b. Price of commodity or service in the past periods.
- c. General level of prices in the country, and in the adjacent countries.
- d. Price of commodity or service in the country, and in the adjacent countries.
- e. Percentage of increase of price of commodity or service.
- f. Exchange rate of foreign currency, at time of import of commodity or raw materials.
- g. Complaints of consumers filed with the concerned bodies.
- h. Increase of prices of freight, transport and insurance.
- i. Increase of prices in the country of origin.
- j. Increase of energy prices.
- k. The existence of competition or monopoly, as per the laws applicable in the state.

Article 10 - Unit Pricing

Subject to the circumstances of dealing in certain types of commodities and services, the Minister may obligate the supplier to adopt the unit price to display the prices of certain commodities, and point the price out beside the previous price of commodity, to secure the consumer right to compare prices.

Article 11 - Warranty Document

The supplier shall be prohibited from advertising, orally or in any mean of media, the warranty of commodity, without giving the consumer the warranty document.

Article 12 - Warranty Particulars

The commodities and provision of services rendered to the consumer by the supplier shall be warranted according to the terms of the contract concluded between them. The warranty shall include the following items:

1. Name and particulars of the supplier.
2. Date of commodity's purchase or provision of service.
3. Warranty period.
4. Name, model and serial number of the commodity.
5. Stating whether the warranty covers all parts of the commodity, and repair and replacement price.
6. Obligations of the consumer under the warranty terms.
7. Stating clearly the exclusions from warranty, if any.
8. Any other particulars included in the contract.

Article 13 - Obligations of the Supplier of Warranty Implementation

1. The supplier shall warrant the service rendered to the consumer within a period that is commensurate with the nature of the rendered service or the period agreed on with the consumer, whichever is longer. Should the supplier breach this obligation, the consumer shall elect either of the following:

- a. Return of the full price, if the service is not provided or its provision is not fulfilled.
- b. Return of a part of the price insofar the amount of utilization of the service, or the consideration of the deficit part of service.
- c. Re-provision of service by the supplier correctly in the way in which the contract is concluded.

2. The supplier shall explicitly warn the consumer of the potential harms of the rendered service, the precautions to be taken, if any, the way of protection from harms and ways of rectification of any resulting harm, as per the nature of each service.

Article 14 - Obligations of the Supplier Regarding Spare Parts

The supplier shall provide the necessary spare parts for the operation and repair of commodities as follows:

1. For the spare parts on which demand by the consumer is regular and ongoing: The supplier shall provide the same consecutively, upon demand by the consumer, no later than (7) seven days from the date of demand by the consumer.
2. For the spare parts on which demand by the consumer is normally neither regular nor ongoing: The supplier shall provide the same no later than (14) fourteen days from the date of demand by the consumer, save for force majeure, at discretion of the concerned body.
3. For the commodities supplied by other than the local commercial agent: The commercial agent shall provide the necessary spare parts for maintenance and repair. If the spare parts are covered by the agency agreement on the date of demand by the consumer, or form the subject of a previous agency, the commercial agent shall in this case provide the spare parts no later than (30) thirty days from the date of demand by the consumer. The force majeure and emergency circumstances shall be observed, if evident.
4. For the spare parts that the manufacturer discontinues their manufacture, the supplier shall explain this to the consumer. The supplier shall agree with the consumer on the supply of alternative spare parts or finding other solutions.

Article 15 - Determination of Consumer's Demand Level on Spare Parts

Subject to the provisions of Article (14) of this Resolution, the concerned body shall determine the consumer's demand level on spare parts, based on either of the following criteria:

1. The importance of the spare part and the need to replace it periodically.
2. Sales record and consumer's demand size in the preceding quarter or the same quarter of the past year.

Article 16 - Mechanism of Spare Part Supply and Maintenance Service Provision

The supplier shall develop a written mechanism for the provision of spare parts and maintenance service, and provision of warranty as per the terms set by the manufacturer, and abide by the same towards the consumer. The mechanism shall clearly state in detail the obligations of the supplier and their scope, and the consumer rights, subject to the following:

1. This mechanism shall be contained in documents (booklets) written in Arabic language in explicit form understood by the consumer. The booklets shall be placed in prominent places at sale points and centres of the supplier. The booklets shall be accessible by the consumer and shall be published on the website. The consumer may be provided with an additional identical copy in another language.
2. Stating the mailing address, phone number and email address of the supplier.

Article 17 - Maintenance Works of the Warranted Commodity

1. The supplier shall determine in writing a specific period for completion of maintenance works of the warranted commodity, as per the nature of the required maintenance or the causes of repair.
2. If the period of repair takes more than (7) seven days, the supplier shall provide an alternative commodity similar to the consumer's commodity to be used without consideration for the period of the consumer's incapability to utilize the commodity. Alternatively, the supplier may agree with the consumer on another mechanism to compensate the consumer or include the same in the mechanisms of the warranty implementation, unless the defect or failure is attributed to a consumer's conduct.

Article 18 - Obligations of the Supplier Upon Provision of Periodical Maintenance Services for Warranted Commodity

The supplier shall abide by the following, upon the delivery of periodical maintenance services for the warranted commodity:

1. Provision of fittings, technicians and staff to provide the service within appropriate period.
2. Performance of the necessary maintenance of commodities by using the trained human resources and appropriate technologies, as per the instructions of the manufacturer to secure the maintenance quality.
3. Allocation of the appropriate means of communication with the consumers to facilitate the services, and coordination upon receipt and delivery of commodities.
4. Stating the cost, the date of performance of, and the time taken by the periodical maintenance. The same shall be placed in a prominent place at the supplier's service centers.
5. Submission of a statement of estimated cost of maintenance at any time at request of the consumer.
6. Stating the charge of maintenance services including examination, inspection, and replacement of damaged parts, the way of calculation of manpower wage and other paid services.
7. Stating the prices of spare parts by fixing the same on the packs thereof, or by using any other technologies or procedures that allow the consumer to verify the same by themselves.
8. Keeping the replaced spare parts and delivery thereof to the consumer, before paying the prescribed price. The consumer may assign the same to the supplier, to be destroyed in the appropriate means.

Article 19 - Warranting Commodity During the Warranty Period

1. The supplier shall warrant the commodity during the warranty period specified by the producer or the commercial agent. The warranty period calculation shall begin from the date of receiving the original commodity, or the replaced commodity, if it contains defect or failure, by the consumer. The warranty period shall be extended to the period or periods during which the consumer is incapable to utilize the commodity, due to the repair of defects covered by the warranty or delay of maintenance, if this is caused by the supplier's default or delay to provide the necessary spare parts during the warranty period.
2. The supplier shall explicitly and expressly define the cases that revoke the warranty, of which the consumer shall be informed before the purchase.
3. The concerned body may regulate the warranty's effectiveness, upon the performance of maintenance at independent service centres, regarding the maintained commodity, and the commodity, for which parts sold by other than the supplier are used, upon the performance of maintenance.
4. The concerned body may regulate the after-sale service at the independent service centres.

Article 20 - Obligations of the Supplier Upon Discovering Defect in the Commodity

1. The supplier shall, upon discovering a defect in the commodity that affects the efficiency or efficacy thereof or forms a risk in using the commodity, report to the concerned body and the consumer of the potential damage and the way of protection from the same upon use, as per the following procedures:
 - a. Cease the trading of commodity or provision of service.
 - b. Recall of commodity from markets.
 - c. Return and replacement of defective commodities at its own expense, or repair the commodity and return the whole price paid by the consumer.
2. The supplier shall not re-sell or offer the recalled or returned commodities on the sale e-platforms.
3. At all events, the concerned bodies shall be advised of the procedures taken by the supplier in this regard.

Article 21 - Reporting Upon Discovery of Defect in the Commodity

1. Reporting shall be made by the supplier or their legal representative to the concerned body in writing in the form prepared for this purpose, upon the discovery of defect. The reporting shall include the following:
 - a. Name, capacity, surname, nationality, address and domicile of choice in the state of the reporter. If the reporting is made by the supplier's legal representative, the authenticated power of attorney shall be attached.
 - b. Description of the reported commodity.
 - c. Name and address of the supplier and country of origin.
 - d. Date of discovering the reported defect by the reporter.
 - e. Accurate technical determination of the reported defect.
 - f. The potential damage resulting from the reported defect, the way of protection from the damage or rectification of resulting effects, in case of their occurrence.
 - g. The procedures and the means made available by the supplier to enable the consumer to replace, repair or return the commodity, and refunding the paid price without any additional expenses.
 - h. Any other particulars that the supplier thinks necessary to contain in the report.
2. The report shall be recorded in a special registry prepared for this purpose at the concerned body. The reporter shall be delivered a receipt containing the registration number and date and time of occurrence thereof.

Article 22 - Informing the Consumer Upon Discovery of Defect in the Commodity

1. Upon discovery of a defect in the commodity, the consumer shall be informed by the supplier or their legal representative, in coordination with the concerned body, as follows:
 - a. Advertisement in at least two daily local newspapers, one of which shall be in Arabic language.
 - b. Advertisement on all websites and social media of the supplier or the competent authority within (24) twenty-four hours from the discovery of the defect.
 - c. The advertisement space shall be at least (15 cm X 15 cm) in clear and legible form, unless other specifications are determined by the concerned body.
 - d. The advertisement shall include the following information:
 - 1) Name, address, email address and contact number of the supplier.
 - 2) Trademark of the commodity.
 - 3) Name and description of the commodity and country of origin.

- 4) Clear photograph of the commodity.
- 5) Number of defective commodities.
- 6) Description of defect.
- 7) Model or batch number of the commodity.
- 8) The instructions that the consumer shall follow to avoid any damage that may result from using the commodity.
- 9) The instructions that the consumer shall follow to repair, replace or return the value of the commodity.
- 10) Communication with the consumer by all available means including the contact by phone or email, and recording the same in a special registry.

2. The concerned body shall determine the period and timing in which the advertisement is made and may define any other mean of advertisement.

Article 23 - Obligations of the Supplier of Reporting the Return of Commodities

The supplier shall report the return of defective and harmful commodities to the concerned body and the consumer, as per the following periods of time:

1. In case of return of the commodities affecting safety and security: Report shall be made immediately, within a period of not more than (24) twenty four hours from the date of discovering the defect that requires the return.
2. In case of return of other commodities not described in Clause (1) of this Article: Report shall be made no later than (7) seven days from the date of discovering the defect that requires the return.

Article 24 - Particulars of Report of Returned Commodities

1. The supplier shall provide the concerned body with a report on the returned commodities, within (30) thirty days from the commencement of return. This report shall include the following:

- a. The returned quantity.
- b. List of quantities of the repaired, replaced or refunded commodities.
- c. List of owners of the returned commodities and their contacts. If the commodity is a vehicle, a list of numbers of chassis of returned vehicles shall be mandatorily attached to the report.
- d. List of owners of commodities who cannot be contacted, as per the database of the supplier.
- e. The procedures taken to avoid the advertised defect.
- f. Any other particulars that the concerned body thinks fit.

2. At all events, the supplier shall not close the return file, unless by permission of the concerned body.

Article 25 - Failure in Commodity or Service

The supplier shall return the commodities that lack the warranty of product, in which the warranty period of spare parts contravenes the period of full warranty of the product, or that do not have the warranty of the commercial agent or the distributor, and refund its price to the consumer, if the defect or failure is discovered within (30) thirty days from the date of appearance of defect or failure, whether apparent or hidden.

Article 26 - Obligations of the Supplier Regarding the Commodity's Failure

1. Before making any repairs or modifications to the commodity, the supplier shall document the condition of the commodity at time of taking receipt, and the technical remarks of the consumer. The supplier shall advise the consumer in any documented way, and obtain their consent for the cost of repair of the commodity, the repair period and warranty period. The supplier shall, after the repair operation, issue an invoice to the consumer that states the replaced parts and their price, and whether such parts are new, used or renovated.

2. The supplier shall professionally handle the repair and warrant the repair and the replaced parts for at least (15) fifteen days from the date of delivery thereof to the consumer, unless the nature of the replaced parts and the repair service require a longer period, provided that the defect or failure shall not arise from a conduct of the consumer.

Article 27 - Obligations of the Supplier Regarding the Provision of Alternative Commodity

1. If a failure of the commodity arising from conditions of preservation, storage, handling, installation or other causes for which the supplier is responsible, is discovered, the consumer shall have the right to elect either to return the commodity and have its price refunded, or to replace or repair the commodity without consideration.

2. At all events, the supplier shall provide an alternative commodity to the consumer to be utilized without consideration, until the commodity is replaced or repaired.

3. If the supplier fails to fulfil their obligations set out in Clause (2) hereof, the supplier shall reimburse the consumer for the cost of providing the alternative commodity for the period of the repair or replacement of commodity.

Article 28 - Obligations of the Supplier Upon Recurrence of Failure

1. If the supplier is incapable or fails to repair a recurring failure during the warranty period, or more than one failure, not resulting from the consumer's disposal of the commodity, the consumer shall be entitled to receive a new alternative commodity of the same category and specifications of the original commodity, or receive its value at time of purchase, on the following conditions:

- a. The recurrence of failure results in full or partial non-utilization of the commodity, or affecting its market value or safety of use.
- b. Two attempts are exhausted by the supplier to repair the recurring failure in the commodity, or three attempts of repair, if it is a vehicle, or the multiple attempts of repairing the failure take a period of more than (15) fifteen days in each attempt, including the period necessary for the supply of spare parts.
- c. If the consumer fails to transport and send the commodity to the supplier to repair the failure, which is still under warranty, the supplier shall incur all costs of transport, or dispatch of technicians to the residence of the consumer or the place of commodity.

2. In case of non-repair in the first attempt, the consumer is incapable to reach the authorized workshop of the supplier, and the commodity is a vehicle under warranty, the supplier shall incur all costs of transport, or dispatch of technicians to the place of the vehicle's breakdown or residence of the consumer, as the case may be.

3. The supplier shall refund the consumer the value of the commodity, if the consumer partially utilizes the commodity, and the repair thereof for three times or more fails, after deduction of the depreciation rate from the product's value.

Article 29 - Obligations of the Supplier of Re-performance of Service

1. The supplier shall re-perform the service in the agreed manner, if a failure is discovered in the way of performance of service, for any reason attributed to the supplier. The consumer shall have the right to request re-performance of service in the agreed manner at the first time, without paying consideration or incurring any additional charges by the consumer.

2. If the supplier rejects or fails to re-perform the service correctly or delays the performance thereof, the consumer shall be entitled to be refunded the full price paid against the commodity.

3. If the subject of service is the repair, maintenance or operation of a commodity, that results in impairment of, loss of all or part of functions of, or damage of the commodity, the supplier shall incur the charges of repair, or compensate the consumer for the value of the commodity, or of the damaged part thereof.

Article 30 - After-sale Service

The Minister may issue decisions of determining the warranty periods and terms and prices of after-sale services for certain commodities which are commensurate with the nature of, and circumstances of dealing in the commodities in the markets. The following shall be observed:

1. The importance acquired by the related commodity for the consumer.
2. Individual characters, dealing circumstances or commercial custom of each commodity.
3. Existence of necessity to avoid arbitrariness against the consumer, in the form of intentional drafting of, or restricting the warranty terms by the supplier in a vague way to repudiate their legal obligations in this regard.
4. The necessity to ensure that the commercial agent provides all warranties granted by the principal for the commodities, subject of the agency.
5. Obligating the supplier to provide the warranties which are proved to be presented in other countries where the commercial dealing circumstances are similar to the state.

Article 31 - Permission of Promotion and Discounts

1. Upon offering and advertising discounts in any way, the supplier shall have a prior permission from the competent authority, according to the adopted procedures.

2. Upon promoting and advertising the commodities or services in any way, the supplier shall have a prior permission from the competent authority, according to the adopted procedures.

3. The supplier shall advise the consumer of any discounts to be offered for the presented commodities or services, if the date fixed for the beginning of discounts is within one week from the date of purchase by the consumer. If the supplier violates this obligation, the consumer shall have the right to be refunded the difference of price within (30) thirty days from the date of purchase.

Article 32 - Monopolistic Practices

Subject to the provisions of the Federal Law No. 4/2012 referred to, the supplier shall not:

1. Discriminate between the consumers in the sale of commodity or utilization of service.
2. Hide or abstain from selling the commodity, abstain from providing service by obligating the consumer to buy a specific quantity of commodity, stipulate the purchase of another commodity or service with it, or restrict the utilization of service by conditions which are by nature irrelevant to the service of the original dealing.
3. Charge a price higher than the advertised price in any mean of advertisement.
4. Sell commodities or services at prices lower than the cost price to create a monopolistic condition.
5. Formation of an alliance by multiple suppliers to harm the national economy.
6. Express or implied agreement by the suppliers on fixing, reducing or raising the price, openly or secretly, which harms the national economy.
7. Agreement of the competitors on the market's division between them, by geographical distribution or sales volume.
8. Purchase competing commodities or services by the supplier from the market to control the prices.
9. Abstain from, discontinue or determine the quantity of production, supply or display of commodities or services.

Article 33 - Prohibition of Monopolization Related Agreements

The practices, agreements or contracts, whether the contracts are written or oral, express or implied, shall be prohibited, if the purpose of the practices, agreements or contracts or their effects is the creation of any case of monopolization.

Article 34 - Prohibition of Inclusion of Consumer Detrimental Condition

Each condition that relieves the supplier of their responsibility or any of their obligations prescribed in the Law and this Resolution towards the consumer, shall be null and void, whether such conditions are provided in forms of contracts, invoice, documents or others related to contracting with the consumer, in particular the following:

1. The supplier grants himself the right to interpret or amend certain clauses of the contract, unilaterally terminate the contract without referring to the consumer, or grants himself the right to claim compensation.
2. Authorizing the supplier, in case of unlimited term contract, to unilaterally terminate the contract and not granting the same right to the consumer.
3. Authorizing the supplier to determine by themselves, without referring to the consumer, whether the commodity or service of contract is consistent with the contract.
4. Cancellation or diminution of the consumer right to claim compensation, when the supplier breaches their obligations.
5. The supplier gives themselves the right to unilaterally change the properties of commodity or the conditions of utilization of service by the consumer, in case of contracts of service subscription. By way of exception from this provision, the supplier may change the service provided thereby, having notified the consumer thereof, if such change would develop or upgrade the service, or for a reason beyond control of the supplier.
6. Waiver of any right set out in the Law, this Resolution or other related legislations by the consumer.
7. Cancellation of, or limiting the consumer rights towards the supplier inappropriately, in case of the supplier's failure to wholly or partially fulfill their obligations or their poor fulfillment.
8. Obligating the consumer, in case of failure to perform any of their contractual obligations, to pay the supplier a compensation out of proportion to the real harms resulting from the failure to fulfill their obligations.
9. Determination of price of the commodity upon display and delivery, or that the price of service is subject to review by will of the supplier alone, in case of long-term contracts, and not allowing the consumer to request the termination of contract, when the final price is exorbitant compared to the agreed price.
10. Fixing the phrase "Goods sold are neither returnable nor substitutable", except any of the following cases:
 - a. If the consumer is aware of the defect or the failure in the commodity upon the purchase and accepts the commodity as-is, and this is evident in the purchase invoice.
 - b. If it is one of the commodities which nature, properties or way of packing or packaging prevents their replacement or return, such as being damaged or that its reinstatement to its condition at time of purchase is impossible, so that the commodity cannot be re-sold, unless the reason of return and replacement is attributed to defects of manufacture, non-conforming to the standard specifications or inconsistency with the agreed specifications.
 - c. If the commodities are perishable consumer goods, unless their perishing or invalidity for human consumption is evident on the date of purchase, or the commodities manufactured based on the specifications defined by the consumer, as well as books, newspapers and magazines.
11. Not refunding the price of commodity or the consideration of service to the consumer.
12. Obligating the consumer to deal with particular finance or insurance companies.

13. Setting conditions of the necessity to perform maintenance at the agency within specific period of time and not to perform any maintenance or repair outside the agency. The discretion of the concerned body shall be observed in this regard, depending on the existence of authorized centers for performing such kind of maintenance, as per the requirements and conditions.
14. Assuming no responsibility by the supplier for the commodity during the provision of service.

Article 35 - Complaints of Consumers

1. The competent authority shall receive, entertain and follow up the complaints of consumers. To this end, the competent authority may take the following actions:

- a. Recording the complaints, which shall include the following particulars:
 - 1) Name, address and capacity of the complainant and date of filing the complaint.
 - 2) Name, address and nature of activity of the respondent.
 - 3) Type of offence, subject of the complaint.
 - 4) The evidence of complaint, and the related documents, if any.
 - 5) Any other necessary documents or particulars required by the concerned body.
- b. The competent authority may reject to receive any complaint that fails to satisfy any of the particulars and documents set out in paragraph (a) of Clause (1) of this Article, or if the complainant fails to provide the particulars and documents during the period specified by the authority.
- c. The competent authority shall entertain the complaint and respond to the complainant within the period specified thereby, as per the nature of complaint.

2. The complainant may file the complaint with the Ministry, in any of the cases determined by agreement between the Ministry and the competent authority.

Article 36 - Examination of Commodity at Laboratories

1. The related body shall, whenever required by the public interest, examine the commodity at laboratories to ensure the validity of commodity.
2. The related body may, in case of controversy between the supplier and the consumer, examine the commodity at laboratories to ensure the validity of commodity.
3. The laboratories that examine the commodity shall be designated, at discretion of the related body, or at request of the consumer or the supplier.
4. A report on the validity of commodity shall be issued by the laboratory during the period specified by the related body. The report shall be sent to the supplier and the consumer.
5. The report issued by the laboratory shall be final, and shall be adopted by the related body in determination of the validity of commodity.
6. The supplier shall at its expense examine the commodity abroad, if there is no competent laboratory in the state.

Article 37 - Procedures of Commodity's Examination at Laboratories

1. The procedures of examination of commodities and the necessary periods shall be as follows:
 - a. Samples of the doubted goods shall be examined and analyzed at the laboratories of the concerned body or the authorized laboratories.
 - b. Subject to the periods specified for the examination of commodities in any law or standard specification, examination shall be made within a period of not more than (15) fifteen days for foodstuff, and of not more than (30) thirty days for other commodities.
 - c. The period set out in paragraph (b) of this Clause may be extended for similar period for once, if the examination requires a longer period. The supplier shall be informed of the same in writing.
 - d. The supplier shall be informed of the examination results within (3) three business days from receiving the examination results.
2. If the commodity is proved to be invalid, the supplier shall incur the expenses of examination and analysis according to the provisions of this Article.

Article 38 - Judicial Seizure Transcript

The competent judicial seizure officer shall draw up a transcript of the offence, or take samples in presence of the owner of business concern or his representative. The procedures taken by the officer shall be recorded in the transcript, in particular the following:

1. Date, time and place of initiating the transcript, and type of offence, if any.
2. Name and capacity of the transcript executor, and the particulars of the order issued on engaging the executor of the task or the assignment, if any.
3. Name and capacity of the person against whom the procedures are taken.
4. Result of inspection of the place where the commodity is lodged.
5. The documents indicating the source of commodity.
6. The procedures taken to prepare the samples, including the way and manner of taking and transporting the sample and number of samples.
7. All particulars written on the seized commodity.
8. Signature of the transcript by the owner of business concern or his representative, or proving the event of abstention from signature.

Article 39 - Administrative Attachment on Commodities

1. If there is adequate evidence that there is a breach of the provisions of the Law and this Resolution that may harm health and safety of the consumer, the suspected commodities and tools at the supplier shall be temporarily seized under responsibility of the supplier. The competent judicial seizure officer shall draw up a transcript proving the condition of the seized commodities and tools, in presence of the establishment's owner or the person in charge of its management. The transcript shall contain the same particulars and procedures set out in Article (38) of this Resolution.
2. The concerned body shall decide whether or not such commodities and tools cause harm to health and safety of the consumer, within (30) thirty days from the date of seizure thereof. The concerned body may extend this period, whenever required by the nature of commodity or their examination procedures. To this end, the concerned body may seek assistance of, and coordinate with the related bodies.
3. The seized commodities and tools shall be released, when the concerned body finds that no harm is done to health and safety of the consumer or when a court judgment on their release is delivered.
4. The concerned body shall advise the supplier, of the issue of the decision of release of seized commodities and tools.
5. At all events, the supplier shall incur the examination and analysis expenses, according to the provisions of this Article.

Article 40 - E-Commerce

1. Subject to the provisions of this Resolution, the supplier working in the e-commerce field shall clearly and legibly, as per the nature of each commodity, indicate the basic particulars provided by the laws, statutes, technical regulations and the established standard specifications, in particular the following:

- a. Name, trade name, address and trademark of each of the producer and the importer.
- b. Name, type, nature, ingredients and quantity of the commodity in connection with weight, measurement, number, calibration, capacity or benchmark or any other standards affect the value of commodity. The commodity shall not be displayed in a way different from the nature, size or specifications of the product.
- c. Attach a detailed statement as per the nature of each commodity, explicitly containing the ingredients and specifications of the commodity, in its original language in addition to Arabic language.
- d. Country of origin (name of country preceded by the phrase: Made in) and export country (if any).
- e. Production date and shelf life.
- f. Indicating the risks that may result from the misuse of the commodity.
- g. Terms and conditions of return and replacement of the commodity.
- h. Terms of handling and storage and way of use.

2. The supplier working in the e-commerce field shall provide all probative documents of the commodity's conformity according to the laws, statutes, technical regulations and standard specifications, and fix the conformity mark on the website page.

3. The supplier shall be responsible for any failure in the commodity offered by a third party that uses its e-platform for sale.

Article 41 - Administrative Sanctions and Financial Penalties

The Ministry may impose one or more of the administrative sanctions and financial penalties on the supplier, upon the violation of either of the actions committed in breach of any provision of the Federal Law No. 15/2020 referred to and this Resolution, set out in Addenda No. (1) and (2) attached hereto.

Article 42 - Executive Decisions

The Minister shall issue the necessary decisions to enforce the provisions of this Resolution.

Article 43 - Publication and Enforcement of the Resolution

This Resolution shall be published in the Official Gazette, and shall come into force (3) three months after the date of publication.

Issued by us:

Date: 15 / Dhul Hijja / 1444 AH

Corresponding to: 3 / July / 2023

Mohammad Bin Rashid Al Maktoum

Prime Minister

Addendum 1 - Administrative Sanctions Imposed on the Supplier

The Ministry may impose one or more of the administrative sanctions on the supplier, upon the violation of either of the actions committed in breach of any provision of the Federal Law No. 15/2020 referred to and this Resolution, set out in Addendum No. (2) attached hereto. Graduation of sanctions shall be observed as follows:

1. Notice.
2. Administrative fine, as per Addendum (2) attached to this Resolution. The penalty shall be doubled in case of repetition.
3. Temporary administrative closing for not less than (24) twenty four hours and for not more than (90) ninety days.
4. Suspension of activity practice, wholly or partially, for not less than (24) twenty four hours and for not more than (90) ninety days.
5. Revocation of license and striking off from the commercial registry.

Addendum 2 - Table of Financial Penalties Imposed on the Supplier

No.	Offence	Legal Reference	Sanction
1	Not warning the consumer, if the use of commodity involves risk.	Federal Law No. 15/2020 Concerning the Consumer Protection	Article 7 Clause 2 AED 100,000
2	Misleading advertisement of prices of the provided commodities and services.		Article 8 Clause 2 AED 100,000
3	The invoice is not issued by the supplier, in Arabic language.		Article 8 Clause 4 AED 100,000
4	The failure of the supplier to provide the required spare parts or maintenance, replace commodity or refund its cash value.		Article 10 Clause 1 AED 250,000
5	failure of the supplier to provide after-sale service for the sold commodities during the specified period.		Article 10 Clause 1 AED 250,000
6	The failure of the supplier to warrant the provided service and being free from defect and failure, during a period that fits the nature of service.		Article 10 Clause 2 AED 250,000
7	The failure of the supplier, in case of discovery of failure in commodity or service, to repair or replace the same, return commodity and refund its price, or re-perform the service without consideration.		Article 12 AED 250,000
8	The failure of the supplier to include repair, maintenance, after-sale service, or return, replacement or refunding of price of commodity, in the concluded contracts, during a specific period from the appearance of defect or failure.		Article 15 AED 250,000
9	The failure of the commercial agent or the distributor to implement all warranties provided by the producer or the principal for the commodity or the service, subject of the agency.		Article 16 Clause 1 AED 250,000
	The failure of the commercial agent or the distributor to provide a similar commodity to the consumer for		

10	use without consideration, if the implementation of warranties takes more than (7) seven days.	Article 16 Clause 2	AED 250,000
11	Description of commodity or service in a way involving false particulars or advertising it in misleading way.	Article 17	AED 250,000
12	The failure of the supplier to warrant the conformity of commodity or service to the standard specifications and health and safety related terms and conditions.	Article 20	AED 200,000
13	Inclusion of any condition that may harm the consumer, when contracting with the consumer.	Article 21	AED 250,000
14	The failure of the supplier to state particulars, advertisements and contracts related to the consumer in Arabic language.	Article 26	AED 100,000
15	The failure of the supplier to indicate on the commodity's package or pack, or at the place of display, clearly and legibly, the basic particulars of commodity.	Article 3	AED 50,000
16	The failure of the supplier to attach the particulars of way of use and installation to the commodity.	Article 4	AED 50,000
17	The failure of the supplier to advertise the prices of commodities and services clearly and legibly.	Article 5	AED 100,000
18	The failure of the supplier to provide the consumer with an invoice that proves dealing or contracting with the supplier for the commodity or service.	Article 6	AED 100,000
19	The failure of the supplier offering used or renovated commodities or that involve a defect resulting in no harm to health and safety of the consumer, to advertise the condition of commodity apparently and clearly on the commodity.	Article 7	AED 100,000
20	The failure of the supplier to give the consumer the warranty document.	Article 11	AED 100,000
21	The failure of the supplier to warrant the service provided by the consumer during a period which is commensurate with the nature of each service, or the longer period agreed on.	Article 13	AED 250,000
22	The failure of the supplier to provide the necessary spare parts for operation and repair of commodities.	Article 14	AED 300,000
23	The failure of the supplier to develop a written mechanism for the provision of spare parts and maintenance service, and the provision of warranty as per the conditions set by the manufacturer.	Article 16	AED 100,000
24	The failure of the supplier to determine in writing a specific period for completion of maintenance works of the warranted commodity.	Article 17	AED 50,000
25	The failure of the supplier to provide periodical maintenance services for the warranted commodity.	Article 18	AED 300,000
26	The failure of the supplier to warrant the commodity during the warranty period specified by the producer or the commercial agent.	Article 19	AED 250,000
27	The failure of the supplier to advise the concerned body and the consumer, when a defect in, or a risk in the use of the commodity is discovered, of the potential harms and the way of protection from them upon use.	Article 20	AED 500,000

28	The failure of the supplier to provide the concerned body with a report on the returned commodities.	Cabinet Decision No. 66/2023 Concerning the Executive Regulation of Federal Law No. 15/2020 Concerning the Consumer Protection	Article 24 Clause 1	AED 250,000
29	Closing the return file by the supplier before obtaining permission of the concerned body.		Article 24 Clause 2	AED 1,000,000
30	The failure of the supplier to return the commodities that do not have the warranty of the commercial agent or the distributor and to refund its price to the consumer.		Article 25	AED 250,000
31	The failure of the supplier to advise the consumer of any repairs or modifications made to the commodity and to obtain the consumer's consent for the cost of repair of commodity, the period of repair, and the warranty period.		Article 26 para. 1	AED 200,000
32	The failure of the supplier to issue an invoice to the consumer, after repair, stating the replaced parts and their price, and whether the parts are new, used or renovated.		Article 26 para. 1	AED 100,000
33	The failure of the supplier to provide the consumer with an alternative commodity to be used without consideration, until it is replaced or repaired, if a failure is discovered in the commodity for the reasons for which the supplier is responsible.		Article 27 Clause 2	AED 500,000
34	The failure of the supplier to provide a new alternative commodity of the same category and specifications of the original commodity, or value at time of purchase, if a recurrent failure cannot be repaired during the warranty period.		Article 28 Clause 1	AED 500,000
35	The failure of the supplier to incur all costs of transport, or dispatching technicians to the place of breakdown of vehicle or the residence of consumer.		Article 28 Clause 2	AED 100,000
36	The failure of the supplier to incur charges of repair or to reimburse the consumer for the value of commodity or the value of the damaged part thereof.		Article 29 Clause 3	AED 100,000
37	Discrimination between the consumers in the sale of commodity or utilization of service.		Article 32 para. a	AED 100,000
38	Hiding or abstention from selling the commodity, abstention from providing service, imposing the purchase of a specific quantity of commodity, stipulation of purchase of another commodity or service with it, or restricting the utilization of service by conditions which are by nature irrelevant to the service of the original dealing.		Article 32 para. b	AED 200,000
39	Charge a price higher than the advertised price in any mean of advertisement.		Article 32 para. c	AED 100,000
40	Sell commodities or services at prices lower than the cost price to create a monopolistic condition.		Article 32 para. d	AED 100,000
41	Formation of an alliance by multiple suppliers to harm the national economy.		Article 32 para. e	AED 100,000
42	Express or implied agreement by the suppliers on fixing, reducing or raising the price, openly or secretly, which harms the national economy.	Article 32 para. f	AED 100,000	
43	Agreement of the competitors on the market's division between them, by geographical distribution or sales volume.	Article 32 para. g	AED 100,000	

44	Purchase competing commodities or services by the supplier from the market to control the prices.		Article 32 para. h	AED 100,000
45	Abstain from, discontinue or determine the quantity of production, supply or display of commodities or services.		Article 32 para. i	AED 100,000
46	The failure of the supplier working in the e-commerce field to clearly and legibly, as per the nature of each commodity, indicate the basic particulars provided in Article (40) of this Resolution.		Article 40	AED 100,000