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Consumer Protection 2025

Sixth Edition



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1 General

1.1 What legislation, regulations and guidelines are relevant to consumer protection in your jurisdiction?

The consumer protection policy in Serbia is set by the Constitution of the Republic of Serbia, with the Consumer Protection Act (CPA) serving as the primary regulation governing the relationship between traders and consumers. In addition to the CPA, several other legal frameworks are applicable, including the Civil Proceedings Act, the Contracts and Torts Act, the Market Surveillance Act, the Inspection Supervision Act, the Administrative Proceedings Act, and the Misdemeanours Act. Together, these laws form a comprehensive framework for protecting consumer rights and enforcing penalties.

As consumer protection is related to a variety of state policies, it is regulated by numerous laws, including:

- **Product Safety and Compliance:** The **Act on Technical Requirements for Products and Conformity Assessment** and the **General Product Safety Act** regulate security and compliance with product standards.
- **Food Safety:** The **Food Safety Act**, the **Organic Production Act**, the **Veterinary Medicine Act**, the **Sanitary Supervision Act**, the **Rulebook on Food Hygiene Conditions** and other laws address food safety and health regulations in the food sector.
- **Tourism Services:** Consumer rights in tourism are governed by laws such as the **Tourism Act**, the **Public Ski Resorts Act**, the **Advertising Act**, and the **Associations Act**.
- **Energy Protection:** The **Energy Act** is crucial for regulating the protection of consumers involved in the purchase of energy or energy sources.
- **Financial Services:** Several regulations related to the financial sector, such as the **Insurance Act**, the **Protection of Financial Services Users Act**, the **Banks Act**, and the **Financial Leasing Act**, address consumer protection in financial transactions, particularly concerning distance contracts and leasing.
- **Environmental Protection:** The **Environmental Protection Act** and the **Waste Management Act** regulate environmental concerns impacting consumers.
- **Infrastructure Quality:** The **Metrology Act**, the **Accreditation Act**, and related acts govern standards related to product conformity, technical requirements, and infrastructure quality.
- **Competition:** The **Protection of Competition Act** ensures fair competition in the market and protects consumers from anti-competitive practices.

Various bylaws derived from the CPA further regulate consumer protection in Serbia. These bylaws cover issues such as the registration of consumer protection associations, the resolution of disputes outside of court, and the withdrawal forms for timeshare and distance contracts. Key bylaws include:

- The **Rulebook on the Content and Manner of Keeping Records of Associations and Unions for Protection of Consumers**.
- The **Rulebook on the Tasks and Powers of the Regulatory Authority for Out-of-Court Settlement of Consumer Disputes**.
- The **Rulebook on the Form and Content of the Template for Withdrawal from Distance Contracts or Contracts Concluded Outside Business Premises**.
- The **Decree on the Content of the Form for Withdrawal from Timeshare Contracts, Permanent Holiday Reliefs, Assistance in Resale, and Facilitating Exchange**.
- The **Decree on the Content of the Standard Information Form for Timeshare Contracts, Permanent Holiday Reliefs, Assistance in Resale, and Facilitating Exchange**.

1.2 What is the definition of “consumer” (i.e., who does consumer protection law protect)?

The CPA defines a consumer as an individual who acquires goods or services in the marketplace for reasons unrelated to their business or commercial endeavours.

1.3 Who is/which entities are required to comply with consumer protection law?

The CPA governs the interactions between traders and consumers. A trader refers to a legal entity, entrepreneur, or individual engaging in the market for commercial or business-related purposes or acting on behalf of a trader.

1.4 Which agency/agencies is/are responsible for enforcing consumer protection law (i.e., who is the investigator and who is the adjudicator)?

The Ministry of Trade, Tourism, and Telecommunications is responsible for overseeing consumer protection, enforcing the CPA, and deriving regulations. Within the Ministry, the Consumer Protection Sector is specifically responsible for

addressing consumer protection issues. Additionally, state administration bodies, as well as authorities from autonomous provinces and local governments, are responsible for initiatives and actions aimed at enhancing consumer rights within their jurisdictions.

Market inspectors oversee market inspections to ensure traders comply with the CPA. Other inspection authorities also conduct assessments within their respective areas of responsibility, which often overlap with consumer protection matters.

Consumer protection is further ensured by providing consumers with the right to 1) lodge complaints against traders with relevant bodies that offer alternative dispute resolution options, and 2) take legal action against traders by filing a lawsuit before the competent court.

2 Protections in Relation to the Quality and Function of Goods and Services

2.1 Please describe any protections regarding the quality and function of goods and services acquired by consumers.

Consumers have several legal options to protect themselves regarding the quality and performance of the goods and services they purchase. According to the CPA, traders are obligated to deliver goods and provide services that conform to the agreement made with the consumer. This also brings the Contracts and Torts Act into play as a general regulation for trader-consumer relationships, though the CPA typically favours consumer-friendly solutions.

The trader is responsible for any material defects in the product. A product is considered conforming if: 1) it matches the description and possesses the qualities shown in a model or sample; 2) it includes specific qualities required by the consumer, provided the trader was aware of the consumer's specific needs; 3) it has qualities typically expected from products of the same type; and 4) it meets the qualities and functions that a consumer could reasonably expect based on its nature, as well as any public promises made by the seller or manufacturer, especially in advertisements or on packaging.

These rights do not impact the consumer's ability to demand compensation for damages due to lack of conformity. Additionally, consumers may benefit from special rights under any warranty the trader provides at the time of purchase.

For services, similar principles apply. Services are considered not to conform to the agreement if: 1) the service does not match the information provided by the trader in advertising; 2) the service contradicts information given during its provision, especially if it influenced the consumer's decision; 3) it lacks unique characteristics required for the intended purpose, which the trader knew or should have known; 4) it does not possess the usual qualities expected from services of the same type; 5) it fails to meet reasonable expectations; and 6) the service does not align with descriptions given by a third party on behalf of the trader before the agreement was made (in any form).

2.2 Please outline the substantive tests for these protections.

There are no uniform tests.

2.3 What types of goods and services are covered by the protections relating to the quality of goods and services?

General consumer protection regulations apply to all goods and services. However, specific rules govern certain categories of goods and services, such as those in the food industry, tourism, medical products, and financial services, where quality standards are subject to further regulation. Consequently, traders must adhere to these specialised regulations when offering such goods and services to consumers.

2.4 Are there any exceptions to these protections?

For second-hand goods, the trader and consumer may agree to a reduced period of liability for non-conformity, provided it is not less than one year.

Additionally, the trader will not be held liable for non-conformity if, at the time of purchase, the consumer was aware of, or should reasonably have been aware of, the non-conformity. The trader is also exempt from liability if the consumer supplies the product's material.

In the case of services, the trader is not liable for non-conformity if the service description does not align with that of a third party, provided that: 1) the trader was unaware (or not obligated to be aware) that the description was provided by a third party on their behalf; or 2) the description was promptly and appropriately corrected.

Lastly, the consumer cannot terminate the contract if the non-conformity is deemed to be minor.

2.5 What remedies are available for a breach of the protections in relation to the quality and function of goods and services?

Under the CPA, a consumer (buyer) who has promptly and properly notified the trader (seller) of a product defect is entitled to: 1) request the defect to be repaired or the defective product to be replaced with a new, defect-free one (fulfilment of the contract); 2) request a price reduction; or 3) terminate the contract.

Similarly, if services do not meet the terms of the agreement, the consumer is entitled to: 1) request the trader to provide a service that complies with the contract (fulfilment of the contract); 2) request a price reduction (if this is not feasible, unlawful, or would impose an unreasonable burden on the trader); or 3) terminate the contract.

2.6 Who has or which agencies have standing to initiate proceedings for a breach?

Consumers can initiate out-of-court dispute resolution proceedings before the relevant bodies designated by the Ministry of Trade, Tourism, and Telecommunications, provided they have first submitted a complaint or objection to the trader without success.

However, initiating and engaging in out-of-court dispute resolution does not preclude or impact the consumer's right to seek judicial protection.

The CPA also allows for initiating collective interest actions before the Ministry of Trade, Tourism, and Telecommunications. Such actions can be brought against a trader by the Ministry itself or by consumer protection associations registered for this purpose.

A collective interest action can be initiated if: 1) at least 10 consumers have experienced similar violations of their rights by the same trader; and 2) unfair contract terms, as defined in the CPA, have been identified.

The Ministry of Trade, Tourism, and Telecommunications has the authority to impose several measures, including 1) the cessation of current and future violations, 2) the removal of irregularities, and 3) the elimination of unfair contract terms, all without delay.

Nonetheless, even if a collective interest action is in progress, consumers retain the right to seek damages from the trader or service provider.

2.7 Describe at least two examples of public or private enforcement of these protections in the last five years, including the conduct/alleged conduct, result and penalties imposed.

The Ministry of Trade, Tourism, and Telecommunication ruled in a collective interest action case against “Preslap” doo. The service provider included an unfair provision in its service agreement, stipulating that in the event of a dispute between “Preslap” as the plaintiff and the consumer as the defendant, the competent court will be in Pančevo, which is to the trader’s advantage. The Ministry of Trade, Tourism, and Telecommunications determined that there had been a violation of the CPA’s unfair provisions rules and ordered the service provider to eliminate the unfair provision from the service agreement.

The Ministry of Trade, Tourism, and Telecommunications also adjudicated a collective interest action against a car rental company. In this case, the company failed to clearly inform consumers about the requirement to wash the car before returning it or face a contractual penalty. As a result, the Ministry ordered the removal of the unfair provision.

3 Protections/Prohibitions in Relation to the Safety of Goods and Services

3.1 Please describe any protections regarding the safety of goods and services acquired by consumers.

Various laws govern the safety standards for goods purchased by consumers, the most relevant of which is the General Product Safety Act. This Act stipulates that a product may only be sold in the market if it does not pose a risk to the safety and health of individuals when used as intended or reasonably expected. Moreover, importers and distributors are prohibited from placing goods on the market unless they comply with legal requirements concerning consumer health and safety protection.

Other regulations, such as the Medical Products Act and the Food Safety Act, further address consumer health concerns.

3.2 Please outline the substantive tests for these protections.

The safety of goods shall be assessed considering specific regulations that depend on the type of goods.

3.3 What types of goods and services are covered by the protections relating to the safety of goods and services?

The General Product Safety Act generally applies to all goods sold by commercial suppliers, except for products that are subject to specific regulations.

3.4 Are there any exceptions to these protections?

Products that need refurbishing prior to use (provided the supplier has informed the consumer of this requirement) as well as antiques are exceptions to these protections.

3.5 What remedies are available for a breach of the protections in relation to the safety of goods and services?

The General Product Safety Act imposes fines of up to RSD 1 million (approximately EUR 8,541) for violations of its provisions. Additionally, the sale of goods in breach of this Act may result in criminal liability under the Criminal Code, or civil liability if the goods are found to be defective, in accordance with the Contracts and Torts Act and the CPA.

3.6 Are there mandatory reporting requirements with respect to the safety of goods or services?

The manufacturer, its authorised representative, and the importer must promptly notify the relevant market surveillance authorities if they are aware, or should reasonably be aware, that a consumer product they have placed on the market poses a risk to health and safety.

3.7 Describe any voluntary or mandatory product safety recall regimes.

The General Product Safety Act governs mandatory product recalls, which are enforced by the relevant authorities (such as inspections, customs, etc.). The decision to recall a product must be made on a case-by-case basis.

3.8 List at least two examples of public or private enforcement of these protections in the last five years, including the breach/alleged breach, result and penalties imposed.

The Ministry of Internal and External Trade ordered the recall of a hair dryer (ISKRA model RH-1558-1BL) due to the high risk of electric shock.

The Ministry of Internal and External Trade ordered the recall of children’s products due to chemical risks. The product in question is a colourful soft ball from Mogly Toys. Product testing revealed the presence of DEHP and DnOP at levels exceeding the permitted limit. The presence of these phthalates may negatively affect the health and safety of children.

4 Prohibitions Relating to “Conduct” Against Consumers

4.1 Please describe any protections/prohibitions relating to the conduct of persons or businesses (e.g., manufacturers/retailers) which sell or supply goods and services to consumers (“Conduct”). For example, misleading and deceptive Conduct, unconscionable Conduct, etc.

As outlined in section 1 above, consumer protection legislation is extensive. European consumer policy plays a crucial role in shaping Serbia’s consumer policy within the EU accession

process, serving as a tool for introducing and implementing high consumer protection standards. Serbia is committed to aligning its legislation with EU laws and principles as a negotiating party for EU membership.

The CPA establishes various restrictions against unfair business practices towards consumers in this context. Business practice is deemed unfair if: 1) it deviates from professional standards of care; or 2) it significantly disturbs or threatens to disrupt the economic behaviour of the average consumer significantly. Additionally, misleading and aggressive business practices are prohibited.

A business practice is considered misleading if it induces or threatens to induce a consumer to make an economic decision they would not have made otherwise. For instance, advertising products with features they do not possess is considered misleading and, therefore, prohibited.

A practice is considered aggressive if the trader uses harassment, coercion (including physical coercion), or undue influence to undermine the consumer's freedom of choice or behaviour, thereby leading or threatening to lead the consumer into making an economic decision they would not have otherwise made. For example, visiting a consumer's home without prior consent or ignoring a request to leave is classified as aggressive conduct and is prohibited.

Moreover, a business practice is deemed misleading if the trader fails to disclose essential information that the average consumer requires to make an informed decision or provides information in a misleading, untimely, vague, or incomprehensible manner. Additionally, if the trader fails to disclose their commercial intent when interacting with consumers or threatens the consumer to make an economic decision they would not have otherwise made, the practice is considered misleading.

The conclusion of any agreement that contains unfair contract terms is also prohibited. Such provisions are considered void. An unfair contractual provision is any term that causes a significant imbalance in the rights and obligations of the parties to the detriment of the consumer.

Lastly, placing goods or services on the market that are unsafe for use is strictly prohibited.

4.2 Please outline the substantive tests for the above-mentioned protections/prohibitions.

There are no uniform tests.

4.3 What types of goods and services are covered by these protections/prohibitions? Is the payment of a price for these goods/services always required for their enforceability?

The CPA generally applies to all goods sold by commercial suppliers, including real estate and rights and obligations. Even without making a payment, a consumer can enforce their rights if: 1) they withdraw from the contract within the cooling-off period (for distance or off-premises contracts); 2) the goods or services are defective, and they request remedies like repair, replacement, or cancellations; and 3) the trader fails to provide essential information or meet the agreed terms.

4.4 Are there any exceptions/exemptions to the protections/prohibitions relating to Conduct?

There are no specific exemptions.

4.5 Are there any specific rules which apply in relation to online marketplaces?

Online marketplaces in Serbia are held to a high standard of transparency and consumer protection, especially informing consumers about their rights, such as the right to withdraw and return, and ensuring the safe and legal sale of goods and services. They also play an important role in ensuring fair practices and providing a platform for resolving disputes.

Consumers have the right to withdraw from contracts concluded remotely or outside business premises (e.g., online or by phone) within 14 days without providing any reason and without incurring additional costs, except for specific cases outlined in the law (e.g., return shipping costs). The withdrawal must be communicated through a formal declaration (such as a cancellation form or other clear means). The withdrawal notice is considered timely if sent within 14 days of receiving the goods or concluding the service contract. When the consumer exercises the right to withdraw, it is as though the agreement was never concluded. The trader must then refund the consumer within **14 days** of receiving the withdrawal declaration.

If the seller fails to provide transparent information regarding the cancellation rights, including the necessary forms, the consumer may have **up to 12 months** to exercise their right to cancel. This extended period can be invoked if the trader fails to provide the required information within the initial 14-day cancellation period.

When a consumer cancels, the trader must refund all payments received, including the cost of standard delivery. Refunds must be processed within **14 days** after receiving the withdrawal notice. The consumer is only responsible for returning goods at their own expense unless the trader agrees otherwise.

Online marketplaces must comply with the **Personal Data Protection Act** (which aligns with EU data protection laws like GDPR). This includes ensuring that consumer data is processed and stored securely, with explicit consent obtained for any use of personal information.

4.6 What remedies are available for a breach of the protections/prohibitions relating to Conduct?

The current institutional framework for consumer protection offers four methods for resolving consumer disputes.

First, consumers can directly contact traders by filing a complaint regarding the conduct in question.

Second, if the complaint does not lead to a satisfactory resolution for the consumer, they may seek assistance from consumer associations, which provide legal advice, support, or even mediation services.

Third, as briefly outlined in section 2, consumers may initiate out-of-court dispute resolution proceedings. These proceedings are managed by an authorised body, as listed by the Ministry of Trade, Tourism, and Telecommunications. Before initiating this process, the consumer must have submitted a complaint or objection to the trader. The trader is required to participate in the out-of-court dispute resolution process. Such a procedure can last a maximum of 90 days from the date of initiation. It is important to note that engaging in out-of-court dispute resolution does not affect or limit the consumer's right to seek judicial protection. Additionally, a consumer dispute may also be resolved through arbitration.

Fourth, consumers can initiate a dispute regarding the conduct in question before the competent court.

Violations of the CPA may result in penalties of up to RSD 2 million (approximately EUR 17,082). Moreover, the CPA also stipulates the prohibition of certain activities and the imposition of protective measures on the trader.

4.7 List at least two examples of public or private enforcement of the protections relating to Conduct in the last five years, including the breach/alleged breach, result and penalties imposed.

The Ministry of Trade, Tourism, and Telecommunications adjudicated a collective interest action against the Public Enterprise “Srbija Gas”. In this case, the enterprise has violated the collective interests of consumers by using dishonest and misleading business practices to deceive consumers into believing that a director’s decision had changed the gas price for unauthorised use. Additionally, it was determined that the company violated the collective interests of consumers by discriminating against consumers by applying different gas prices and violating the consumer’s rights by setting a deadline for settling overdue obligations shorter than 30 days from the date of the warning notice.

The Ministry of Trade, Tourism, and Telecommunications ordered the recall of the “Tonus” breadstick product due to false claims of extraordinary health benefits.

5 Other Protections/Prohibitions

5.1 Does consumer law in your jurisdiction have any other prohibitions/protections not covered by the questions above? If so, please describe these prohibitions/protections.

Serbian consumer law includes further protections in addition to those covered in the previous questions. Please refer to question 2.1 for relevant details.

Additionally, Serbia enacted the Personal Data Protection Act, which applies to consumer protection matters. This legislation aligns with the General Data Protection Regulation (GDPR) 2016/679, ensuring transparency regarding the collection and use of personal data in commercial matters.

Moreover, the Competition Act plays a significant role in consumer protection. While its primary objective is market regulation, one of its key considerations in approving concentrations is assessing their potential impact on consumer interests. The act also contains numerous provisions aimed at safeguarding consumer rights.

5.2 Please outline the substantive tests for the above-mentioned protections/prohibitions.

There are no universally established tests.

5.3 Are there any exceptions/exemptions?

There are no uniform exceptions/exemptions.

5.4 What remedies are available for a breach of these protections?

For a breach of these protections, please refer to question 2.5.

If a product is defective, the consumer may:

- Request repair or replacement.
- Request a price reduction.
- Terminate the contract.

For non-conforming services, the consumer may:

- Demand proper performance.
- Request a price reduction if correction is not possible.
- Terminate the contract.

5.5 List at least two examples of public or private enforcement of these protections in the last five years, including the breach/alleged breach, result and penalties imposed.

In October 2024, the Competition Authority initiated proceedings against four retail chains (Delhaize, Mercator S, DIS, and Univerexport) for price-fixing, constituting a competition law breach. The Commission conducted unannounced inspections and analysed the retail market for certain food products, finding that prices for selected products were identical across all the observed retailers. This case highlights how the lack of competition and coordinated pricing can negatively affect the market and consumers. This case is ongoing, and the Commission will continue to examine these actions and consider potential sanctions under competition law.

In February 2024, the Serbian Competition Authority (KZK) imposed fines totalling approximately EUR 2 million on Atlantik Group and Strauss Adriatic for breaching competition laws. The investigation, initiated in September 2021, found that the companies coordinated their business strategies through direct or indirect information exchanges regarding pricing and future wholesale prices for ground coffee in Serbia. As a result, they were found guilty of entering into a restrictive agreement violating the Competition Protection Act. The fines imposed were approximately EUR 2 million, with a detailed total of 237,907,176 RSD.

6 Investigation of Potential Breaches

6.1 What powers does/do the consumer authority/authorities in your jurisdiction have to investigate potential breaches of consumer law? Describe the key steps in a typical investigation.

The authority’s investigative powers are generally determined by the specific nature of the alleged breach. These powers can vary, depending on factors such as the type of violation and the evidence available. The process usually involves identifying the issue, gathering relevant information, and assessing whether legal action is warranted based on the findings.

For instance, the **Market Inspector** has the authority to:

1. inspect business premises where trade activities are carried out;
2. review financial records, documents, electronic files, and other materials related to trade, including the ability to copy or seize them;
3. identify individuals engaged in trade activities by inspecting identification documents or other official documents with a photograph;
4. collect written and oral statements from traders, witnesses, or officials, and request their statements on matters relevant to the inspection; and
5. take photographs and record videos of the premises, goods, and other items subject to supervision.

While conducting inspections, the **Market Inspector** can also enforce the following measures:

1. Preventive actions.
2. Removal of identified violations.
3. Temporary ban on the trade of specific goods or services.
4. Temporary closure of sales facilities.
5. Temporary ban on personal offering of goods.
6. Temporary ban on conducting distance sales.
7. Seizure of goods.

Moreover, inspectors from the **Ministry of Agriculture, Forestry and Water Management** and the **Ministry of Health** have specialised powers concerning the food industry.

The typical steps in an investigation are:

1. Initiation of the inspection process either *ex officio* or upon request.
2. Delivery of the inspection order to the trader (in most cases).
3. Preparation of a protocol with instructions for the trader to eliminate violations.
4. Trader's undertakings.
5. Decision-making by the inspector if the trader fails to comply with the order.
6. Appeal procedure.
7. Administrative dispute process.

6.2 How is an investigation triggered (e.g., *ex officio*, whistleblower or complaint)?

An investigation can be triggered in the following ways:

1. ***Ex officio***.
2. **Consumer complaints.**
3. **Third-party reports.**
4. **Consumer organisations/associations**, whose primary activity involves consumer protection.

6.3 Describe any complaints procedure for (i) consumers, and (ii) businesses.

Consumer Complaints Procedure: A consumer dissatisfied with a trader's response or with other requests directed to a trader may submit a consumer report to a registered consumer organisation, either directly or electronically via the Ministry of Trade, Tourism, and Telecommunications portal. The consumer protection organisation will assess the merits of the request, provide legal advice on how to exercise rights, and, where possible, contact the trader to address the consumer's concerns. However, a consumer report is not a formal request to initiate legal proceedings; it is a petition for the removal of consumer rights violations. Therefore, the trader is not obligated to take any action in response.

The Market Inspector may initiate an investigation if the consumer report indicates potential harm caused by the trader. In cases where several similar consumer reports are received, the consumer organisation may start proceedings to protect the collective interests of consumers, provided the legal conditions are met.

Business Complaints Procedure: There are no specific formal procedures for complaints from businesses.

6.4 What is the timeline for a typical investigation?

There is no set timeline for an investigation, as each case is unique and determined by its specific circumstances.

6.5 Are there criminal penalties for non-compliance with a consumer law investigation? If so, provide examples where such penalties have been imposed.

There are no criminal penalties associated with non-compliance in consumer law investigations. Instead, the Consumer Protection Agency imposes administrative fines for failing to cooperate with investigations into consumer law violations.

6.6 Can investigations be resolved by way of commitments or undertakings?

The inspector may direct the trader to correct the issue within a specified timeframe if a violation is identified.

Should the trader comply and rectify the violation, the inspection process is concluded with a report confirming that the identified issues have been addressed.

However, if the trader fails to resolve the violation within the deadline, the inspector will issue a decision mandating corrective action. If the trader continues to neglect the directive, the inspector may impose a temporary ban on the sale of goods or provision of services, among other sanctions.

7 Enforcement

7.1 How does/do the consumer authority/authorities seek to enforce consumer law (e.g., by administrative decision or by commencing proceedings in court)?

Consumer law enforcement typically involves two main methods:

- 1) administrative proceedings, which vary based on the nature of the violation, the measures involved, and the relevant authority; and
- 2) judicial proceedings, which are initiated after administrative actions and are aimed at ensuring the effective implementation of the required measures.

7.2 Is/are the consumer protection authority/authorities bound by a time limit to commence proceedings on breaches?

Yes, the consumer protection authority must adhere to specific time limits depending on the case and applicable laws. Under the Consumer Protection Act (CPA), the general deadline for initiating proceedings is two years. However, for cases involving the collective interests of consumers, the time limit extends to three years.

7.3 Where regulators/enforcement bodies have a choice of enforcement tools/powers, what considerations do they take into account in determining which tools/powers to use?

The enforcement tools available to the relevant bodies depend on the specific measure being imposed. These can include:

- 1) freezing or seizing financial assets from the trader's accounts;
- 2) imposing business activity bans;
- 3) requiring the trader to alter their business practices; or
- 4) initiating criminal proceedings, among other actions.

7.4 Describe the relevant rules and procedures that must be followed by such bodies (e.g., administrative, judicial).

When selecting enforcement tools or powers, the relevant authorities aim to apply the most effective measure while ensuring it is the least restrictive for the trader.

7.5 Is there a right to a stand-alone action and follow-on right of action within consumer law? Who has standing to bring these actions?

While explicit follow-on actions are not recognised under consumer law, consumers can use rulings from collective interest actions as evidence in their individual claims for damages. Follow-on actions are expressly provided for under competition law, which also applies to consumer law. In both scenarios, the consumer (plaintiff) must still demonstrate the damage incurred.

7.6 Is there a statute of limitations for bringing stand-alone or follow-on actions?

The statute of limitations for stand-alone actions depends on the specifics of the consumer's claim. For example, in cases involving damage claims, the consumer has three years from the moment they become aware of the damage, defect, and the identity of the trader to file a lawsuit.

7.7 Describe any international or regional cooperative mechanisms (e.g., MOUs) in which your jurisdiction is involved in the enforcement of consumer protection.

As an EU candidate, Serbia is involved in several EU initiatives. One example is its participation in the RAPEX system, which facilitates the rapid exchange of information between EU member states and the European Commission regarding measures taken to address health and safety risks associated with products on the market.

8 Appeals

8.1 Describe any appeal processes.

The Serbian Constitution guarantees the right to appeal, and both administrative and court proceedings offer appeal mechanisms. Under the Consumer Protection Act (CPA), in administrative proceedings conducted by the Ministry of Trade, Tourism, and Telecommunications, the interested party has the right to appeal decisions directly to the Ministry within eight days. Following this, the party can initiate a lawsuit before the Administrative Court.

In court proceedings, the interested party can file a lawsuit by the Civil Procedure Act.

8.2 Can consumers or retailers/manufacturers appeal decisions made by the consumer authority/authorities or by a court?

Consumers, retailers, or manufacturers who are directly involved in administrative or judicial proceedings have the right to appeal decisions that affect them. However, third parties do not possess this right to appeal.

8.3 Does an appeal suspend the effect of any penalty/the requirement to pay any fine (if applicable)?

Whether an appeal suspends the effect of a penalty depends on the nature of the proceeding. Generally, in court proceedings, an appeal suspends the enforcement of the penalty. However, in cases involving appeals under the Consumer Protection Act (CPA) against administrative decisions, the appeal does not suspend the execution of the penalty or fine.

9 Current Trends and Anticipated Reforms

9.1 What are the recent enforcement trends in your jurisdiction and what key trends do you expect in the next 12 months?

In recent years, Serbia has experienced significant developments in consumer protection enforcement, particularly in the expanding e-commerce sector. In 2023, the e-commerce industry saw a 26% annual increase in active online stores, reflecting a robust digital economy.

In the next 12 months, key trends are expected to include the continued growth of e-commerce, stricter regulatory oversight on competition and consumer rights, and the digitalisation of retail services. The rise of online marketplaces and cross-border transactions will likely prompt authorities to refine enforcement strategies, ensuring fair competition and transparency. Additionally, sustainability concerns and adopting EU-aligned consumer protection standards may shape market dynamics, influencing both domestic and international players in Serbia.

Despite these advancements, challenges persist in the administrative proceedings related to consumer protection. The duration of these proceedings can undermine the efficiency of consumer protection laws. Additionally, the underutilisation of out-of-court settlements is a concern, primarily due to insufficient designated bodies to facilitate such processes. Addressing these issues is crucial to enhancing the effectiveness of consumer protection in Serbia.

9.2 Are there any proposed reforms to consumer law or policy within the next 12 months?

Since the Consumer Protection Act (CPA) came into effect in 2021, there have been no significant amendments or proposed reforms to the law in recent years. However, with Serbia's ongoing EU accession process, new developments should arise in this area. This development will likely prompt updates and changes to Serbian consumer protection laws to align with EU standards.



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Gecić Law offers comprehensive legal services across all areas of Serbian business law, with a strong focus on administrative and regulatory law, artificial intelligence and robotics, banking and finance, competition law and state aid, constitutional litigation, corporate law, mergers and acquisitions, dispute resolution, environmental law, ESG, European law, trade and enlargement, family office and high-net-worth advisory, ICT and digital assets, immigration law, labour law, legislative and government affairs, media and intellectual property, mining, energy, infrastructure and public-private partnerships (PPPs), privacy and data protection, real estate, restructuring and insolvency, tax law and white-collar defence and investigations.

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