

GUIDE
**CONSUMER
PROTECTION**
IN N. MACEDONIA
ecommerce4all.eu

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ABOUT THE PLATFORM

ecommerce4all.eu

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

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


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


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


In order to make the right choice when shopping online, it is important that the consumer is promptly and reliably informed of his rights. Informing consumers leads to greater trust in electronic shopping, where the contract is concluded between the merchant and the consumer within an organized scheme of distance sales or services provision.





WHEN SHOULD A PRE-ORDERED PRODUCT BE DELIVERED?


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The merchant must deliver the goods by transferring ownership or control of the goods to the consumer, **no later than 30 days** from the day of conclusion of the contract, unless the parties have agreed otherwise regarding the delivery time.
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
If the consumer has informed the merchant before the conclusion of the contract that the delivery should be made on a certain date or no later than a certain date agreed with the consumer, and the merchant refuses to deliver the goods within the period agreed with the consumer or within the statutory 30-day period, the **consumer has the right to terminate the contract immediately**.
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Upon termination of the contract, the merchant is **obliged to return all amounts of funds paid by the consumer**, in accordance with the contract.
- 


The merchant is obliged to state the **prices of the products and services**, especially if they include shipping costs, taxes and handling costs that have an impact on the stated price.
- 


When the merchant uses a telephone line, the consumer is not obliged to pay more than the basic price to contact the merchant.
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Before the consumer is bound by the contract or offer, the merchant should seek clear consent from the consumer for any additional payment to the merchant.


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If the consumer has a problem, it is necessary to first notify the merchant on his e-mail, on the grounds that he is terminating the contract due to a delay in the delivery deadline according to the contract. In order to facilitate and speed up the refund procedure, the notification should include the order number or other data received during the order, a description of the products, as well as the number of the account to which the amount is to be refunded.
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If the merchant does not return the amount within the stipulated period, i.e. the consumer cannot get in touch with him, he should notify the competent inspection authority.
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When purchasing food products over the Internet, before the purchase is made, all mandatory information, except information on the date of minimum durability or the "best before" date, should be available to the consumer and should be on the material accompanying the distance sale, or provided through other appropriate means that are clearly established by the merchant. All mandatory food-related information should also be provided when the product is delivered.
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When it comes to food products that are not pre-packaged and are offered for sale by means of distance communication, the mandatory information should be available to the consumer before the contract is concluded and should be found on the material accompanying the distance sale.



DOES THE BUYER HAVE THE RIGHT TO WITHDRAW FROM A DISTANCE CONTRACT?

The consumer **has the right to withdraw from the distance contract** by filling in a Form or statement.



WHAT IS THE DEADLINE FOR INFORMING THE E-MERCHANT ABOUT THE WITHDRAWAL OF THE ORDER?

The obligation to inform regarding **the right of withdrawal expires after 14 days** in case of:

- service contracts, from the date of conclusion of the contract;
- sales contracts, from the day on which the consumer or a third party, other than the carrier, specified by the consumer, physically acquires the final goods;
- in the case of several goods ordered by the consumer through one order, and they are delivered to him separately, from the day on which the consumer or a third party, except the carrier, and indicated by the consumer, physically acquires the final goods;
- in the case of delivery of goods consisting of several shipments or pieces, from the day on which the consumer or a third party, other than the carrier, specified by the consumer, physically acquires the final shipment or piece;
- in the case of contracts for the regular delivery of goods during a certain period of time, from the day on which the consumer or a third party, other than the carrier, specified by the consumer, physically acquires the first goods.

If the merchant omits or fails to provide the consumer with the information regarding the right of withdrawal from the contract, **the withdrawal period expires 12 months after the end of the initial withdrawal period.**










Before the expiration of the withdrawal period, the consumer informs the merchant about his decision to withdraw from the contract and can inform him about it through:




- filling in **the withdrawal form** or
- submission of any other **unequivocal statement about the decision to withdraw.**



WHEN ARE EXCEPTIONS TO THE RIGHT OF WITHDRAWAL PROVIDED FOR?




The right of withdrawal for distance contracts does not apply with respect to these exceptions:

-  service contracts after the full performance of the service if the performance has been started with the clear consent of the consumer and with the acceptance of the fact that he will lose the right of withdrawal after the full performance of the contract by the merchant;
-  the purchase of goods or services whose price depends on the fluctuations of the financial market which the merchant is unable to control and which may occur during the withdrawal period;
-  the procurement of goods made according to the specifications or clearly adapted to the consumer;
-  procurement of easily perishable goods or with a short shelf life;
-  procurement of originally closed goods that are not suitable to be returned due to hygienic reasons or health protection and are opened after delivery;
-  procurement of goods which, after delivery, are by their very nature, inextricably mixed with other goods;
-  the purchase of alcoholic beverages, the price of which is agreed at the time of the conclusion of the sales contract, the delivery of which may take place after 30 days and the actual value of which depends on market fluctuations that cannot be controlled by the merchant;
-  acquisition of originally sealed audio and video recordings or computer software that have been opened after delivery;
-  purchase of newspapers, monthly magazines or magazines with the exception of subscription contracts for the purchase of such publications;

-  contracts concluded at public bidding;
-  the provision of accommodation for non-residential purposes, the transport of goods, car rental services, catering services or services related to leisure activities where the contract stipulates a specific date or deadline for performance and
-  delivery of digital content that is not delivered through a material durable carrier, if the execution is started with the clear consent of the consumer and with his acceptance of the fact that he loses the right of withdrawal.



WHO BEARS THE COST OF RETURNING THE PRODUCT?

-  **The merchant reimburses all payments received by the consumer**, possibly including shipping costs, and in any case within 14 days from the day he is notified of the consumer's decision to withdraw from the contract.
-  **The merchant performs the refund using the same means of payment used by the consumer for the initial transaction**, unless the consumer has clearly agreed otherwise and provided that he does not incur any costs as a result of the refund.
-  **The consumer bears only the direct cost of returning the product**, unless the merchant has agreed to bear it himself or has informed the consumer that that cost is the responsibility of the consumer.

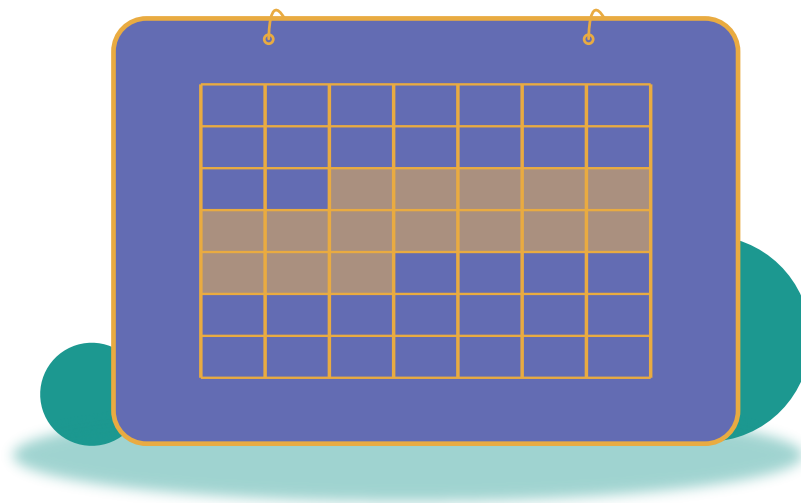


IN WHAT PERIOD CAN A PURCHASED AND DELIVERED PRODUCT OR SERVICE BE RETURNED, IF IT WAS PURCHASED ONLINE?

Any product can be returned within **15 (calendar) days** from the day of purchase if it has not been used, for personal reasons of the consumer (it does not suit the color, appearance, number/size, etc.) by presenting a fiscal invoice or invoice paragon (on which the name of the company, name of the product, date of purchase and sale, price of the product and that it is confirmed with a stamp and signature of an authorized person), and the complete tare (packaging) with which the product was purchased.

When returning the product, the consumer can choose whether to exchange the product for another one or get a refund.











The cost of returning the product is responsibility of the consumer.








WHAT ARE THE RIGHTS OF THE ONLINE BUYERS?




Online buyers have the right to information, whereby the **e-merchant** must provide the consumer with the following information:

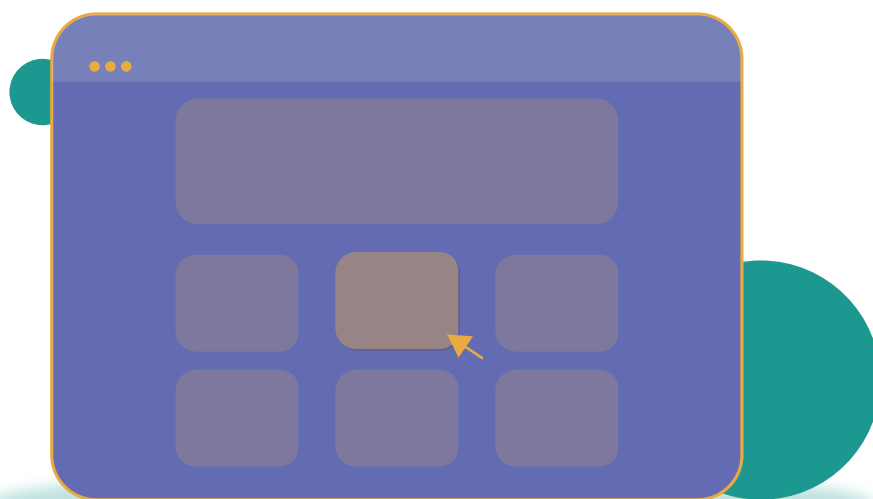
-  the main features of the product or service;
-  trade name of the merchant;
-  seat of the merchant, his telephone number, fax and e-mail address;
-  if there are two seats, then the geographical address of the seat of the merchant, where the consumer can make a possible complaint and if applicable;
-  the total price of the goods or services including taxes or if the nature of the goods or services is such that it is impossible to reasonably and in advance calculate the price, the method of price calculation and if applicable, any additional transport, delivery or postal costs and all other expenses;
-  the cost of using the means of distance communication for concluding the contract when such cost is calculated on a basis other than the base rate;
-  the methods of payment, delivery and performance, the date by which the merchant undertakes to deliver the goods or provide the service and, if applicable, the procedure the merchant applies to resolve complaints;
-  in the case where there is a right of withdrawal, that the conditions, terms and procedures for exercising that right are in accordance with the withdrawal form;
-  in case of withdrawal and in case of distance contracts the product by its nature cannot normally be returned by post (if applicable);
-  if the consumer exercises the right of withdrawal after submitting the request, he is responsible for paying the consumer reasonable costs;

- 
 if no right of withdrawal is provided, the information that the consumer will not benefit from the right of withdrawal or if applicable, the circumstances under which the consumer loses the right of withdrawal;
- 
 a reminder that there is a legal guarantee of product conformity;
- 
 if applicable, the existence and terms of after-sales consumer assistance, after-sales services and trade guarantees and Existence of relevant codes of conduct.



WHAT STEPS SHOULD BE TAKEN IN ORDER TO AVOID BEING SCAMMED WHEN SHOPPING ONLINE?

- 
 Make sure your payments are secure, look for web addresses that start with "https://", not just "http", the letter "S" (in Latin) indicates security and a green padlock icon on the left or right in addition to the web address name
- 
 Perform software updates regularly and turn on automatic updates for your operating system and software
- 
 Install and update firewalls, antivirus and anti-spyware software





WHAT SHOULD YOU DO IF YOU GET SCAMMED WHEN ONLINE SHOPPING?

If you have been deceived when buying on the Internet, or you are dissatisfied with the delivered products and/or services, and you are not sure where to turn, you can contact the **Organization of Consumer of Macedonia (OCM)**. For contact, you can use the OCM registration platform: https://mantikor.mk/opm_temp/index-public.php or the email address: sovetuvanja@opm.org.mk.

If you are deceived or dissatisfied with non-food products purchased online, tourist trips and other tourist services, or with prices and the way prices are displayed (when it comes also to food products in this case), you should report it to the **State Market Inspectorate (SMI)**. You can find the application form at the following link: <https://www.dpi.gov.mk/index.php/mk/contact>.

If you have bought food products online and you are not satisfied or you feel cheated, then you should report the case to the **Food and Veterinary Agency**, on the free phone line 0800 3 2222, where you should leave data (name and surname, address and phone number for contact) with an exact description of the problem.

If you have bought children's toys or cosmetics, cosmetic products that you consider to be damaged or fraudulent during online shopping, you should report your problem to the **State Sanitary and Health Inspectorate**, which controls the sale of items for general use, children's toys, cosmetics products, use of tanning beds, and other skin care and beautification activities and activities that penetrate the skin. Applications are submitted to the phone numbers given on the following link <http://dszi.gov.mk/kontakt/>

The Ministry of Internal Affairs, Department for Computer Crime, is the competent authority for dealing with any fraud in internet purchases and illegal sales by fake merchants and online stations.


In case you notice that more funds have been withdrawn from your transaction account than the value of the product, immediately contact your **bank to block the card and change the pin**.



WHO SUPERVISES THE WORK OF E-MERCHANTS?

Supervision over the implementation of the e-commerce Law is carried out by the Ministry of Economy and the Agency for Electronic Communications.

The following institutions also supervise the work of e-merchants:

-  State Market Inspectorate
-  State Sanitary and Health Inspectorate
-  Food and Veterinary Agency
-  Personal Data Protection Agency
-  Electronic Communications Agency
-  Ministry of Information Society and Administration
-  Ministry of Health
-  Ministry of Internal Affairs
-  Other institutions and organizations that have the power to protect consumers by law

For the purpose of conducting the inspection, the service providers of the information society are obliged to provide the inspectors with access to the electronic equipment and devices and to submit without delay the necessary data and documentation related to the object of the inspection.

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REGIONAL PLATFORM

Project implementator



Project partners



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