

Disclaimer: this is an unofficial courtesy translation provided by the AGCM for information purposes only. It does not necessarily reflect subsequent amendments, including those introduced by separate legal provisions, nor does it constitute a legal or official interpretation. Only the original text in Italian shall prevail as a source of reference.

Last updated in March 2026.

LEGISLATIVE DECREE 206 OF 6 SEPTEMBER 2005

THE ITALIAN CONSUMER CODE

PART II

EDUCATION, INFORMATION, COMMERCIAL PRACTICES, ADVERTISING

TITLE II

INFORMATION TO CONSUMERS

CHAPTER III

SPECIFIC INFORMATION REQUIREMENTS

SECTION I

PRICE INDICATION

Article 15-bis

Provisions on reductions in the quantity of pre-packaged products

1. Producers who place on the market, including through distributors operating in Italy, a consumer product which, while retaining its previous packaging unchanged, has undergone a reduction in nominal quantity together with a corresponding increase in the price per unit of measurement, must inform consumers of the reduction in quantity by displaying, in the main field of vision of the packaging or on an adhesive label, the following statement: “This package contains X (unit of measurement) less product than before”.
2. The information obligation referred to in paragraph 1 shall apply for a period of six months from the date on which the product concerned is placed on the market.
3. The provisions of this Article shall apply starting from 1 July 2026.

Article 17-bis

Price reduction announcements

- 1.** Any announcement of a price reduction shall indicate the prior price applied by the trader for a determined period of time prior to the application of the price reduction.
- 2.** The prior price means the lowest price applied by the trader to all consumers during the thirty days prior to the application of the price reduction.
- 3.** The provisions under paragraph 2 shall not apply to perishable agricultural and food products referred to in Article 2(1)(m) and Article 4(5-*bis*) of Legislative Decree 198 of 8 November 2021.
- 4.** Where the products have been on the market for less than thirty days, the trader is required to indicate the period of time to which the prior price refers. ‘Starting prices’, characterised by subsequent announcements of price increases, are exempt from the provisions of this Article.
- 5.** When the price reduction is progressively increased, without interruptions, during the same sales campaign, paragraph 2 shall apply to the first price reduction; for subsequent reductions, the prior price is the price without the price reduction before the first application of the price reduction.
- 6.** This Article shall also apply for the purpose of determining the normal selling price to be displayed during special sales pursuant to Article 15(5) of Legislative Decree 114 of 31 March 1998. This Article shall not apply to below-cost sales under Article 15(7) of Legislative Decree 114 of 1998, and the below-cost retail selling price shall not be taken into account for the purpose of determining the prior price referred to in paragraph 2.
- 7.** Infringements of the provisions of this Article shall be subject to the administrative fines referred to in Article 22(3) of Legislative Decree 114 of 1998, to be imposed in accordance with the procedures laid down therein and taking into account the following criteria:
 - (a) the nature, gravity, scale and duration of the infringement;
 - (b) any action taken by the trader to mitigate or remedy the damage suffered by consumers;
 - (c) any previous infringements by the trader;

(d) the financial benefits gained or losses avoided by the trader due to the infringement, if the relevant data are available;

(e) penalties imposed on the trader for the same infringement in other Member States in cross-border cases where information about such penalties is available through the mechanism established by Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017;

(f) any other aggravating or mitigating factors applicable to the circumstances of the case.

TITLE III

COMMERCIAL PRACTICES, ADVERTISING AND OTHER COMMERCIAL COMMUNICATIONS

CHAPTER I

GENERAL PROVISIONS

Article 18

Definitions

1. For the purposes of this Title:

(a) ‘consumer’ means any natural person who, in commercial practices covered by this Title, is acting for purposes which are outside his trade, business, craft or profession;

(b) ‘trader’ means any natural person or legal person who, in commercial practices covered by this Title, is acting for purposes relating to his trade, business, craft or profession and anyone acting in the name of or on behalf of a trader;

(c) ‘product’ means any good or service including immovable property, digital service and digital content, as well as rights and obligations;

(d) ‘commercial practices between traders and consumers’ (hereinafter also referred to as ‘commercial practices’) means any act, omission, course of conduct or representation, commercial communication including advertising and marketing, by a trader, directly connected with the promotion, sale or supply of a product to consumers;

(d-*bis*) ‘microenterprises’ means any entities, companies or associations, which – irrespective of their legal form – engage in an economic activity, including self-employed persons and

family businesses, and which employ fewer than ten persons and whose annual turnover or annual balance sheet total does not exceed two million euro, pursuant to Article 2(3) of the Annex to Commission Recommendation 2003/361/EC of 6 May 2003;

(e) ‘to materially distort the economic behaviour of consumers’ means using a commercial practice to appreciably impair the consumer’s ability to make an informed decision, thereby causing the consumer to take a transactional decision that he would not have taken otherwise;

(f) ‘code of conduct’ means an agreement or set of rules not imposed by law, regulation or administrative provision of a Member State which defines the behaviour of traders who undertake to be bound by the code in relation to one or more particular commercial practices or business sectors;

(g) ‘code owner’ means any entity, including a trader or group of traders, which is responsible for the formulation and revision of a code of conduct or for monitoring compliance with the code by those who have undertaken to be bound by it;

(h) ‘professional diligence’ means the standard of special skill and care which a trader may reasonably be expected to exercise towards consumers, commensurate with the general principles of honest market practice and good faith in the trader’s field of activity;

(i) ‘invitation to purchase’ means a commercial communication which indicates characteristics of the product and the price in a way appropriate to the means of the commercial communication used and thereby enables the consumer to make a purchase;

(l) ‘undue influence’ means exploiting a position of power in relation to the consumer so as to apply pressure, even without using or threatening to use physical force, in a way which significantly limits the consumer’s ability to make an informed decision;

(m) ‘transactional decision’ means any decision taken by a consumer concerning whether, how and on what terms to purchase, make payment in whole or in part for, retain or dispose of a product or to exercise a contractual right in relation to the product, whether the consumer decides to act or to refrain from acting;

(n) ‘regulated profession’ means a professional activity or a group of professional activities, access to which or the pursuit of which, or one of the modes of pursuing which, is conditional, directly or indirectly, upon possession of specific professional qualifications, pursuant to laws, regulations or administrative provisions;

(n-*bis*) ‘ranking’ means the relative prominence given to products, as presented, organised or communicated by the trader, irrespective of the technological means used for such presentation, organisation or communication;

(n-*ter*) ‘online marketplace’ means a service using software, including a website, part of a website or an application, operated by or on behalf of a trader which allows consumers to conclude distance contracts with other traders or consumers.

Article 19

Scope

1. This Title shall apply to unfair commercial practices between traders and consumers, carried out before, during and after a commercial transaction in relation to a product, as well as to unfair commercial practices between traders and microenterprises. With regard to microenterprises, protection against misleading advertising and unlawful comparative advertising shall be ensured exclusively under Legislative Decree 145 of 2 August 2007.

2. This Title is without prejudice to:

(a) contract law and, in particular, to the rules on the formation, validity or effect of a contract;

(b) Community or national rules relating to the health and safety aspects of products;

(c) rules determining the jurisdiction of the courts;

(d) rules relating to the establishment or authorisation regimes, or to the deontological codes of conduct or other specific rules governing regulated professions, designed to ensure high standards of professional integrity.

3. In the case of conflict, the provisions contained in Directives or other Community rules, and in the relevant national transposition measures regulating specific aspects of unfair commercial practices, shall prevail over this Title and apply to those specific aspects.

4. This Title shall not apply to the certification and indication of the standard of fineness of articles of precious metal.

CHAPTER II

UNFAIR COMMERCIAL PRACTICES

Article 20

Prohibition of unfair commercial practices

- 1.** Unfair commercial practices shall be prohibited.
- 2.** A commercial practice shall be unfair if it is contrary to the requirements of professional diligence, and it materially distorts or is likely to materially distort the economic behaviour with regard to the product of the average consumer whom it reaches or to whom it is addressed, or of the average member of the group when a commercial practice is directed to a particular group of consumers.
- 3.** Commercial practices which, although capable of reaching a wider group of consumers, are likely to materially distort the economic behaviour only of a clearly identifiable group of consumers who are particularly vulnerable to the practice or the underlying product because of their mental or physical infirmity, age or credulity in a way which the trader could reasonably have been expected to foresee, shall be assessed from the perspective of the average member of that group. This is without prejudice to the common and legitimate advertising practice of making exaggerated statements or statements which are not meant to be taken literally.
- 4.** In particular, commercial practices shall be unfair if they are:
 - (a) misleading as set out in Articles 21, 22 and 23; or
 - (b) aggressive as set out in Articles 24, 25 and 26.
- 5.** Articles 23 and 26 contain the list of those commercial practices – respectively misleading and aggressive – which shall in all circumstances be regarded as unfair.

SECTION I

MISLEADING COMMERCIAL PRACTICES

Article 21

Misleading actions

- 1.** A commercial practice shall be regarded as misleading if it contains false information or, even if the information is factually correct, in any way, including overall presentation, it

deceives or is likely to deceive the average consumer in relation to one or more of the following elements, and in either case causes or is likely to cause him to take a transactional decision that he would not have taken otherwise:

(a) the existence or nature of the product;

(b) the main characteristics of the product, such as its availability, benefits, risks, execution, composition, accessories, after-sales customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product;

(c) the extent of the trader's commitments, the motives for the commercial practice and the nature of the sales process, any statement or symbol in relation to direct or indirect sponsorship or approval of the trader or the product;

(d) the price or the manner in which the price is calculated, or the existence of a specific price advantage;

(e) the need for a service, part, replacement or repair;

(f) the nature, attributes and rights of the trader or his agent, such as his identity and assets, his qualifications, status, approval, affiliation or connection and ownership of industrial, commercial or intellectual property rights or his awards and distinctions;

(g) the consumer's rights, including the right to replacement or reimbursement under Article 130 of this Code.

2. A commercial practice shall also be regarded as misleading if, in its factual context, taking account of all its features and circumstances, it causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise, and it involves:

(a) any marketing of a product which creates confusion with any products, trademarks, trade names or other distinguishing marks of a competitor, including unlawful comparative advertising;

(b) non-compliance by the trader with commitments contained in codes of conduct by which the trader has undertaken to be bound, where the commitment is firm and capable of being verified, and the trader indicates in a commercial practice that he is bound by the code;

(b-*bis*) any marketing of a good, in one Member State of the European Union, as being identical to a good marketed in other Member States, while that good has significantly different composition or characteristics, unless justified by legitimate and objective factors.

3. A commercial practice shall be regarded as unfair if, in relation to products that may pose a danger to the health and safety of consumers, it fails to disclose such risks, thereby causing said consumers to disregard normal rules of caution and vigilance.

3-*bis*. A commercial practice shall be regarded as unfair where a bank, credit institution or financial intermediary, for the purpose of concluding a mortgage contract, requires the consumer to take out an insurance policy provided by that same bank, institution or intermediary, or to open a current account with that same bank, institution or intermediary.

4. A commercial practice shall also be regarded as unfair if, being likely to reach children and adolescents, it may – even indirectly – pose a threat to their safety.

4-*bis*. A commercial practice shall also be regarded as unfair if it requires the payment of a surcharge for the completion of an electronic transaction with a supplier of goods or services.

Article 22

Misleading omissions

1. A commercial practice shall be regarded as misleading if, in its factual context, taking account of all its features and circumstances and the limitations of the communication medium, it omits material information that the average consumer needs, according to the context, to take an informed transactional decision and thereby causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise.

2. A commercial practice shall also be regarded as a misleading omission when, taking account of the matters described in paragraph 1, a trader hides or provides in an unclear, unintelligible, ambiguous or untimely manner such material information as referred to in that paragraph or fails to identify the commercial intent of the commercial practice if not already apparent from the context, and where, in either case, this causes or is likely to cause the average consumer to take a transactional decision that he would not have taken otherwise.

3. Where the medium used to communicate the commercial practice imposes limitations of space or time, these limitations and any measures taken by the trader to make the information available to consumers by other means shall be taken into account in deciding whether information has been omitted.

4. In the case of an invitation to purchase, the following information shall be regarded as material, pursuant to paragraph 1, if not already apparent from the context:

(a) the main characteristics of the product, to an extent appropriate to the medium and the product;

(b) the geographical address and the identity of the trader, such as his trading name and, where applicable, the geographical address and the identity of the trader on whose behalf he is acting;

(c) the price inclusive of taxes, or where the nature of the product means that the price cannot reasonably be calculated in advance, the manner in which the price is calculated, as well as, where appropriate, all additional freight, delivery or postal charges or, where these charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;

(d) the arrangements for payment, delivery and performance, if they depart from the requirements of professional diligence;

(e) for products and transactions involving a right of withdrawal or cancellation, the existence of such a right;

(*e-bis*) for products offered on online marketplaces, whether the third party offering the products is a trader or not, on the basis of the declaration of that third party to the provider of the online marketplace.

4-bis. When providing consumers with the possibility to search for products offered by different traders or by consumers on the basis of a query in the form of a keyword, phrase or other input, irrespective of where transactions are ultimately concluded, general information, made available in a specific section of the online interface that is directly and easily accessible from the page where the query results are presented, on the main parameters determining the ranking of products presented to the consumer as a result of the search query and the relative importance of those parameters, as opposed to other parameters, shall be regarded as material. This

paragraph does not apply to providers of online search engines as defined in point (6) of Article 2 of Regulation (EU) 2019/1150 of the European Parliament and of the Council.

5. Information requirements established by Community law in relation to commercial communication including product advertising or marketing, shall be regarded as material, pursuant to paragraph 1.

5-bis. Where a trader provides access to consumer reviews of products, information about whether and how the trader ensures that the published reviews originate from consumers who have actually purchased or used the product shall be regarded as material.

Article 22-bis

Misleading advertising of maritime fares

1. Advertising relating to fares applied by maritime carriers operating in Italy, either directly or under code-sharing arrangements, shall be regarded as misleading where it promotes the ticket price due to the carrier separately from ancillary charges, port taxes or any other amounts payable by the consumer. Maritime carriers are required to advertise a single price inclusive of all such components.

Article 23

Commercial practices which are in all circumstances considered misleading

1. The following commercial practices are regarded as misleading in all circumstances:

(a) claiming to be a signatory to a code of conduct when the trader is not;

(b) displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation;

(c) claiming that a code of conduct has an endorsement from a public or other body which it does not have;

(d) claiming that a trader, his commercial practices or a product has been authorised, endorsed or approved by a public or private body when he/it has not or making such a claim without complying with the terms of the authorisation, endorsement or approval;

(e) making an invitation to purchase products at a specified price without disclosing the existence of any reasonable grounds the trader may have for believing that he will not be able to offer for supply or to procure another trader to supply, those products or equivalent products at that price for a period that is, and in quantities that are, reasonable having regard to the product, the scale of advertising of the product and the price offered;

(f) making an invitation to purchase products at a specified price and then:

- 1) refusing to show the advertised item to consumers; or
- 2) refusing to take orders for it or deliver it within a reasonable time; or
- 3) demonstrating a defective sample of it, with the intention of promoting a different product.

(g) falsely stating that a product will only be available for a very limited time, or that it will only be available on particular terms for a very limited time, in order to elicit an immediate decision and deprive consumers of sufficient opportunity or time to make an informed choice;

(h) undertaking to provide after-sales service to consumers with whom the trader has communicated prior to a transaction in a language which is not an official language of the Member State where the trader is located and then making such service available only in another language without clearly disclosing this to the consumer before the consumer is committed to the transaction;

(i) stating or otherwise creating the impression that a product can legally be sold when it cannot;

(l) presenting rights given to consumers in law as a distinctive feature of the trader's offer;

(m) without prejudice to the provisions contained in Legislative Decree 177 of 31 July 2005, using editorial content in the media to promote a product where a trader has paid for the promotion without making that clear in the content or by images or sounds clearly identifiable by the consumer;

(m-bis) providing search results in response to a consumer's online search query without clearly disclosing any paid advertisement or payment specifically for achieving higher ranking of products within the search results;

(n) making a materially inaccurate claim concerning the nature and extent of the risk to the personal security of the consumer or his family if the consumer does not purchase the product;

(o) promoting a product similar to a product made by another manufacturer in such a manner as deliberately to mislead the consumer into believing that the product is made by that same manufacturer when it is not;

(p) establishing, operating or promoting a pyramid promotional scheme where a consumer gives consideration for the opportunity to receive compensation that is derived primarily from the introduction of other consumers into the scheme rather than from the sale or consumption of products;

(q) claiming that the trader is about to cease trading or move premises when he is not;

(r) claiming that products are able to facilitate winning in games of chance;

(s) falsely claiming that a product is able to cure illnesses, dysfunction or malformations;

(t) passing on materially inaccurate information on market conditions or on the possibility of finding the product with the intention of inducing the consumer to acquire the product at conditions less favourable than normal market conditions;

(u) claiming in a commercial practice to offer a competition or prize promotion without awarding the prizes described or a reasonable equivalent;

(v) describing a product as free or without charge if the consumer has to pay anything other than the normal cost of responding to the commercial practice and collecting or paying for delivery of the product;

(z) including in marketing material an invoice or similar document seeking payment which gives the consumer the impression that he has already ordered the product when he has not;

(aa) falsely claiming or creating the impression that the trader is not acting for purposes relating to his trade, business, craft or profession, or falsely representing oneself as a consumer;

(bb) creating the false impression that after-sales service in relation to a product is available in a Member State other than the one in which the product is sold;

(bb-*bis*) reselling event tickets to consumers if the trader acquired them by using automated means to circumvent any limit imposed on the number of tickets that a person can buy or any other rules applicable to the purchase of tickets;

(bb-*ter*) stating that reviews of a product are submitted by consumers who have actually used or purchased the product without taking reasonable and proportionate steps to check that they originate from such consumers;

(bb-*quater*) submitting or commissioning another legal or natural person to submit false consumer reviews or endorsements, or misrepresenting consumer reviews or social endorsements, in order to promote products.

SECTION II AGGRESSIVE COMMERCIAL PRACTICES

Article 24 Aggressive commercial practices

1. A commercial practice shall be regarded as aggressive if, in its factual context, taking account of all its features and circumstances, by harassment, coercion, including the use of physical force, or undue influence, it significantly impairs or is likely to significantly impair the average consumer's freedom of choice or conduct with regard to the product and thereby causes him or is likely to cause him to take a transactional decision that he would not have taken otherwise.

Article 25 Use of harassment, coercion or undue influence

1. For the purposes of this Title, in determining whether a commercial practice uses harassment, coercion, including the use of physical force, or undue influence, account shall be taken of:

(a) its timing, location, nature or persistence;

(b) the use of threatening or abusive language or behaviour;

(c) the exploitation by the trader of any specific misfortune or circumstance of such gravity as to impair the consumer's judgement, of which the trader is aware, to influence the consumer's decision with regard to the product;

(d) any onerous or disproportionate non-contractual barriers imposed by the trader where a consumer wishes to exercise rights under the contract, including rights to terminate a contract or to switch to another product or another trader;

(e) any threat to take any action where such action would be manifestly vexatious or unfounded.

Article 26

Commercial practices which are in all circumstances considered aggressive

1. The following commercial practices are regarded as aggressive in all circumstances:

(a) creating the impression that the consumer cannot leave the premises until a contract is formed;

(b) conducting personal visits to the consumer's home ignoring the consumer's request to leave or not to return except in circumstances and to the extent justified, under national law, to enforce a contractual obligation;

(c) making persistent and unwanted solicitations by telephone, fax, email or other remote media except in circumstances and to the extent justified under national law to enforce a contractual obligation, without prejudice to Articles 58 and 130 of Legislative Decree 196 of 30 June 2003;

(d) requiring a consumer who wishes to claim damage compensation on an insurance policy to produce documents which could not reasonably be considered relevant as to whether the claim was founded, or failing systematically to respond to pertinent correspondence, in order to dissuade a consumer from exercising his contractual rights;

(e) without prejudice to the provisions contained in Legislative Decree 177 of 31 July 2005, as amended, including in an advertisement a direct exhortation to children to buy advertised products or persuade their parents or other adults to buy advertised products for them;

(f) demanding immediate or deferred payment for or the return or safekeeping of products supplied by the trader, but not solicited by the consumer, without prejudice to Article 66-*sexies*(2);

(g) explicitly informing a consumer that if he does not buy the product or service, the trader's job or livelihood will be in jeopardy;

(h) creating the false impression that the consumer has already won, will win, or may win, on doing a particular act, a prize or other equivalent benefit, when in fact there is no prize or other equivalent benefit, or that taking any action in relation to claiming the prize or other equivalent benefit is subject to the consumer paying money or incurring a cost.

CHAPTER III ENFORCEMENT

Article 27

Administrative and judicial remedies

1. The *Autorità Garante della Concorrenza e del Mercato* (The Italian Competition Authority), hereinafter referred to as the “Authority”, shall exercise the powers provided for in this Article also in its capacity as the competent authority for the enforcement of Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) 2006/2004, within the limits established by law.

1-bis. Also in regulated sectors, pursuant to Article 19(3), the power to take action against the conduct of traders amounting to an unfair commercial practice, without prejudice to the applicable regulation, shall lie exclusively with the Italian Competition Authority. The Authority shall exercise these powers pursuant to this Article, after obtaining the opinion of the competent regulatory authority. The regulatory authorities shall retain their powers in cases of breaches of the regulatory framework that do not constitute an unfair commercial practice. The Authorities may regulate the practical and procedural aspects of their mutual cooperation by means of memoranda of understanding, within the framework of their respective powers.

2. The Authority, either on its own initiative or upon request by any party or organisation having an interest therein, shall prohibit the continuation and remove the effects of unfair commercial practices. To this end, the Authority shall exercise the investigative and enforcement powers provided for in Regulation (EU) 2017/2394, including in relation to non-cross-border infringements. For the performance of the tasks referred to in paragraph 1, the Authority may request the assistance of the *Guardia di Finanza* (the Italian Financial Police), which shall act by resorting to the powers conferred upon it for the purpose of checking value added tax and income tax. The intervention of the Authority shall be independent of whether the consumers concerned are located in the Member State where the trader is established or in another Member State.

3. The Authority may, by reasoned decision, order the temporary suspension of unfair commercial practices in cases of particular urgency. In any event, the Authority shall notify the trader of the opening of proceedings and, if the latter is unknown, it may request the owner of the medium used to disseminate the commercial practice for any information that may help identify the trader. The Authority may also request from undertakings, entities or individuals in possession thereof any information and documents relevant for the purpose of establishing the infringement. The provisions laid down in Article 14(2), (3) and (4) of Law 287 of 10 October 1990 shall apply.

3-bis. In accordance with Article 9 of Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017, the Italian Competition Authority may, including as an interim measure, order internet connectivity service providers, operators of other telematic or telecommunications networks, as well as operators providing telematic or telecommunications services in connection therewith, to remove initiatives or activities directed at Italian consumers and disseminated through telematic or telecommunications networks which constitute an unfair commercial practice. The recipients of such orders, issued pursuant to the first sentence, shall be required to block the use of the networks which they operate or in relation to which they provide services, in order to prevent the continuation of activities harmful to consumers and carried out in breach of this Code. In the event of unjustified failure to comply with an order issued by the Italian Competition Authority pursuant to the first sentence of this paragraph, the Authority may impose an administrative fine of up to €5,000,000.

4. In the event of unjustified failure to comply with the measures ordered by the Authority pursuant to Article 14(2) of Law 287 of 10 October 1990, the Authority shall impose an administrative fine ranging from €2,000 to €20,000. If the information or documentation provided is found to be false, the Authority shall impose an administrative fine ranging from €4,000 to €40,000.

5. The Authority may order the trader to provide proof of the factual accuracy of the information underlying the commercial practice if, having regard to the rights or legitimate interests of the trader and any other party to the proceedings, such a requirement is justified by the circumstances of the case. If such proof is not provided or is deemed insufficient, the information shall be regarded as inaccurate. In any event, the burden shall lie with the trader to demonstrate, through factual submissions, that he could not reasonably have foreseen the impact of the commercial practice on consumers, within the meaning of Article 20(3).

6. When the commercial practice has been or is to be disseminated through periodicals, daily newspapers, radio, television or other telecommunications media, the Authority shall seek the

opinion of the *Autorità per le Garanzie nelle Comunicazioni* (the Italian Communications Authority – AGCOM) before taking action.

7. Except where the commercial practice is manifestly unfair or particularly serious, the Authority may allow the trader responsible for the unlawful conduct to offer a commitment to cease the infringement, either by discontinuing the dissemination of the practice or by modifying it so as to address the unlawful conduct. The Authority may order the publication of the trader's commitments, to be arranged and paid for by that trader. In these cases, having assessed the adequacy of the commitments, the Authority may make the commitments binding on the trader and close the proceedings without establishing whether an infringement has occurred.

8. If the Authority finds a commercial practice to be unfair, it shall prohibit its dissemination if it has not yet reached the public, or its continuation if it has already been circulated. The Authority may also order the publication of its decision – or an excerpt thereof – or of a corrective statement, to be arranged and paid for by the trader, in order to prevent the unfair commercial practices from having any further impact.

9. In its decision prohibiting the unfair commercial practice, the Authority shall also impose an administrative fine ranging from €5,000 to €10,000,000, depending on the seriousness and duration of the infringement, as well as the trader's economic and financial situation. For unfair commercial practices pursuant to Article 21(3) and (4), the fine shall be no less than €50,000.

9-bis. Where fines are imposed pursuant to Article 21 of Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017, the maximum amount of the fine that may be imposed by the Authority shall be equal to 4 per cent of the trader's annual turnover achieved in Italy or in the Member States of the European Union affected by the infringement. Where information on the annual turnover is not available, the maximum amount of the fine that may be imposed by the Authority shall be €2,000,000.

9-ter. For the purpose of imposing the fines referred to in paragraphs 9 and 9-bis, the Authority shall consider, where appropriate, the following criteria, including but not limited to:

- (a) the nature, gravity, scale and duration of the infringement;
- (b) any action taken by the trader to mitigate or remedy the damage suffered by consumers;
- (c) any previous infringements by the trader;

(d) the financial benefits gained or losses avoided by the trader due to the infringement, if the relevant data are available;

(e) penalties imposed on the trader for the same infringement in other Member States in cross-border cases where information about such penalties is available through the mechanism established by Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017;

(f) any other aggravating or mitigating factors applicable to the circumstances of the case.

10. In cases where commercial communications appear on product packaging, the Authority shall set a time limit for implementing the measures mentioned in paragraphs 3 and 8, allowing sufficient time for the technical adjustments needed to comply.

11. By means of its own regulation, the Italian Competition Authority shall lay down rules governing the investigation procedure, in such a way as to ensure the right to be heard, full access to the investigation documents and record-keeping.

12. In case of failure to comply with the interim measures, cease and desist orders or remedial actions referred to in paragraphs 3, 8 and 10, or with the commitments made pursuant to paragraph 7, the Authority shall impose an administrative fine ranging from €10,000 to €10,000,000, also taking into account the trader's economic and financial situation. In cases of repeated non-compliance, the Authority may order the suspension of the undertaking's business activities for up to thirty days.

13. [Sentence repealed by Legislative Decree 104 of 2 July 2010]. The provisions set out in Chapter I, Section I herein, and in Articles 26, 27, 28 and 29 of Law 689 of 24 November 1981, as amended, shall apply, insofar as they are applicable, to administrative fines imposed for infringements of this Code. Payment of the administrative fines referred to in this Article shall be made within thirty days from the notification of the Authority's decision.

14. Where the commercial practice has been authorised by an administrative decision – also aimed at verifying that it is not unfair – individuals or organisations having an interest therein, may seek protection through judicial proceedings by appealing said decision before the administrative court.

15. This is without prejudice to the jurisdiction of the ordinary courts over matters of unfair competition as set out in Article 2598 of the Civil Code and, with regard to comparative advertising, over matters concerning infringements of legislation on copyright (Law 633 of 22 April 1941, as amended), trademarks (Legislative Decree 30 of 10 February 2005, as amended), as well as designations of origin recognised and protected in Italy, and other distinctive signs associated with competing undertakings, products and services.

15-bis. Consumers harmed by unfair commercial practices may also bring an action before the ordinary courts in order to obtain proportionate and effective remedies, including compensation for the damage suffered and, where applicable, a price reduction or termination of the contract. In granting such remedies, the court shall take into account, where appropriate, the gravity and nature of the unfair commercial practice, the damage suffered and other relevant circumstances. Any other remedies available to consumers shall remain unaffected.

PART III TRADER CONSUMER RELATIONSHIP

TITLE I CONSUMER CONTRACTS IN GENERAL

Article 33

Unfair terms in contracts between traders and consumers

1. In contracts concluded between a consumer and a trader, any contractual terms which, despite having been concluded in good faith, cause a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer, shall be regarded as unfair.

2. Contractual terms shall be regarded as unfair until proven otherwise, if they have the object or effect of:

(a) excluding or limiting the liability of a trader in the event of the death of a consumer or personal injury to the latter resulting from an act or omission of that trader;

(b) excluding or limiting the actions or rights of the consumer vis-à-vis the trader or another party in the event of total or partial non-performance or inadequate performance by the trader;

(c) excluding or limiting the consumer's option of offsetting a debt owed to the trader against any claim which the consumer may have against him;

(d) making an agreement binding on the consumer whereas provision of services by the trader is subject to a condition whose realisation depends on his own will alone;

(e) permitting the trader to retain a sum paid by the consumer where the latter decides not to conclude the contract or withdraws from the contract, without providing for the consumer to claim compensation of twice that amount from the trader where the latter is the party that fails to conclude the contract or withdraws from the contract;

(f) requiring any consumer, in the event of non-performance or delay in the performance of his obligations, to pay a manifestly excessive amount by way of compensation, penalty clause or other equivalent arrangement;

(g) granting only the trader, and not also the consumer, the right to withdraw from the contract, and permitting the trader to retain, even in part, any amount paid by the consumer as consideration for services not yet supplied by him, where it is the trader himself who withdraws from the contract;

(h) enabling the trader to withdraw from a contract of indeterminate duration without reasonable notice, except where there is just cause;

(i) providing for an unreasonably early deadline, prior to the expiry of the contract, for giving notice of termination in order to avoid automatic extension or renewal;

(l) binding the consumer to terms with which he had no real opportunity of becoming acquainted before the conclusion of the contract;

(m) enabling the trader to alter the terms of the contract or any characteristics of the product or service to be provided unilaterally, without a valid reason which is specified in the contract;

(n) providing for the price of goods or services to be determined at the time of delivery or performance;

(o) allowing a trader to increase the price of the good or service without giving the consumer the right to withdraw if the final price is excessively high in relation to the price agreed when the contract was concluded;

(p) giving the trader the right to determine whether the goods or services supplied are in conformity with the contract, or giving him the exclusive right to interpret any term of the contract;

(q) limiting the trader's liability in respect of obligations arising from contracts concluded on his behalf by agents, or making the performance of such obligations subject to compliance with a particular formality;

(r) limiting or excluding the consumer's right to plead non-performance of the contract;

(s) enabling the trader to transfer to a third party his rights and obligations under the contract, even with the consumer's prior consent, where this may reduce the protection of the consumer's rights;

(t) imposing on the consumer forfeitures, limitations on the right to raise objections, derogations from the jurisdiction of the judicial authority, restrictions on the submission of evidence, reversals or alterations of the burden of proof, or constraints on contractual freedom in relations with third parties;

(u) designating, as the competent court for disputes, a court other than that of the consumer's residence or elected domicile;

(v) making the transfer of a right or the undertaking of an obligation subject to a condition precedent whose fulfilment depends on the trader's will alone, whereas the consumer's obligation takes immediate effect. Article 1355 of the Civil Code shall remain unaffected.

(v-*bis*) requiring the consumer who wishes to access an out-of-court dispute resolution procedure provided for under Title II-*bis* of Part V to resort exclusively to a single category of ADR entities or a single ADR entity;

(v-*ter*) making it excessively difficult for the consumer to make use of the out-of-court dispute resolution procedure provided for under Title II-*bis* of Part V.

3. Where the contract concerns the provision of financial services of indefinite duration, the trader may, by way of derogation from points (h) and (m) of paragraph 2:

a) withdraw from the contract, where there is a justified reason, without notice, provided that the consumer is immediately informed thereof;

b) amend the terms of the contract, where there is a justified reason, by giving the consumer reasonable prior notice; in such a case, the consumer shall have the right to withdraw from the contract.

4. Where the contract concerns the provision of financial services, the trader may, by way of derogation from points (n) and (o) of paragraph 2, without prior notice and provided that there is a justified reason, alter the rate of interest or the amount of any other charge relating to the financial service, giving the consumer immediate notice thereof; in such a case, the consumer shall have the right to withdraw from the contract.

5. Points (h), (m), (n) and (o) of paragraph 2 shall not apply to contracts concerning transferable securities, financial instruments and other products or services where the price is linked to fluctuations in a stock exchange quotation or index or a financial market rate that the trader does not control, as well as to contracts for the purchase or sale of foreign currency, traveller's cheques or international money orders denominated in foreign currency.

6. Points (n) and (o) of paragraph 2 shall not apply to price-indexation clauses, where lawful, provided that the method by which prices vary is explicitly described.

Article 34

Ascertainment of unfair terms

1. The unfairness of a term shall be assessed taking into account the nature of the good or service for which the contract was concluded and by referring to the relevant circumstances at the time of its conclusion and to the other terms of said contract or of another contract to which it is linked or on which it is dependent.

2. Assessment of the unfair nature of the term shall relate neither to the definition of the main subject matter of the contract nor to the adequacy of the price and remuneration, in so far as these terms are in plain, intelligible language.

3. Terms which reflect statutory provisions, or which reflect provisions or implement principles contained in international conventions to which all Member States of the European Union or the European Union itself are contracting parties, shall not be regarded as unfair.

4. Terms or certain aspects of a term which have been individually negotiated shall not be regarded as unfair.

5. Where a contract is concluded using forms or standard terms drawn up to regulate certain contractual relationships in a uniform manner, the burden of proof shall lie with the trader to demonstrate that the terms, or certain aspects of a term, although drafted unilaterally by the trader, have been the subject of specific negotiations with the consumer.

Article 35

Form and interpretation

1. In the case of contracts where all or certain terms offered to the consumer are in writing, these terms must always be drafted in plain, intelligible language.

2. Where there is doubt about the meaning of a term, the interpretation most favourable to the consumer shall prevail.

3. The provision under paragraph 2 shall not apply to the cases set out in Article 37.

Article 36

Consumer-protective invalidity

1. Terms regarded as unfair under Articles 33 and 34 shall be invalid, while the contract shall remain valid in all other respects.

2. The following terms shall be invalid, even if individually negotiated, where they have the object or effect of:

(a) excluding or limiting the liability of a trader in the event of the death of a consumer or personal injury to the latter resulting from an act or omission of that trader;

(b) excluding or limiting the actions of the consumer vis-à-vis the trader or another party in the event of total or partial non-performance or inadequate performance by the trader;

(c) binding the consumer to terms with which he had no real opportunity of becoming acquainted before the conclusion of the contract.

3. The invalidity shall operate solely for the benefit of the consumer and may be declared *ex officio* by the court.

4. The seller shall have a right of redress against the supplier for any damage suffered as a result of the declaration of invalidity of the terms found to be unfair.

5. A contractual term shall be invalid where, by providing for the application of the law of a non-Member country, it has the effect of depriving the consumer of the protection afforded under this Title, where the contract is more closely connected with the territory of a Member State of the European Union.

Article 37

Actions for an injunction

1. The consumer associations referred to in Article 137, and the associations representing traders, may bring proceedings against traders or associations of traders that use, or recommend the use of, general contract terms, and request the competent court to prohibit the use of terms found to be unfair within the meaning of this Title.

2. An injunction may be granted, where there are valid grounds of urgency, in accordance with Article 669-*bis* et seq. of the Code of Civil Procedure.

3. The court may order that the injunction be published in one or more newspapers, at least one of which must have nationwide coverage.

4. For matters not expressly provided for in this Article, the provisions of Article 140 shall apply to actions for an injunction brought by the consumer associations referred to in paragraph 1.

Article 37-*bis*

Administrative remedies against unfair terms

1. The Italian Competition Authority is designated, pursuant to Article 5(1) of Regulation (EU) 2017/2394, as the competent authority responsible for the enforcement of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts. Article 27 of this Code shall

apply for the purposes of establishing and fining infringements of Directive 93/13/EEC. Having consulted trade associations qualified at national level, either on its own initiative or following a complaint, the Authority shall, for the sole purposes set out in the paragraphs that follow, declare the unfair nature of contractual terms included in contracts between traders and consumers concluded by adhesion to general contract terms or by signing forms, templates or standard terms. The provisions set out in Article 14(2), (3) and (4) of Law 287 of 10 October 1990 shall apply, in accordance with the procedures laid down in the regulation referred to in paragraph 5. In the event of failure to comply with the requests made by the Authority pursuant to Article 14(2) of Law 287 of 10 October 1990, the Authority shall impose an administrative fine ranging from €2,000 to €20,000. If the information or documentation provided is found to be false, the Authority shall impose an administrative fine ranging from €4,000 to €40,000.

2. The decision establishing the unfair nature of a term – or an excerpt thereof – shall be made public in a dedicated section of the Authority’s official website, on the website of the trader using the term deemed to be unfair, and by any other means considered appropriate to ensure that consumers are fully informed. Such publication shall be arranged and paid for by the trader. In the event of failure to comply with the provisions in this paragraph, the Authority shall impose an administrative fine ranging from €5,000 to €50,000.

2-bis. Where the Authority ascertains, in any of the contracts referred to in paragraph 1, the use of unfair terms as defined in Article 33(1), it shall impose an administrative fine in the amount provided for under Article 27(9), first sentence. Where fines are imposed pursuant to Article 21 of Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017, the maximum amount of the fine that may be imposed by the Authority shall be equal to 4 per cent of the trader’s annual turnover achieved in Italy or in the Member States of the European Union affected by the infringement.

2-ter. For the purpose of imposing the fines referred to in paragraph 2-bis, the Authority shall consider, where appropriate, the following criteria, including but not limited to:

- (a) the nature, gravity, scale and duration of the infringement;
- (b) any action taken by the trader to mitigate or remedy the damage suffered by consumers;
- (c) any previous infringements by the trader;
- (d) the financial benefits gained or losses avoided by the trader due to the infringement, if the relevant data are available;

(e) penalties imposed on the trader for the same infringement in other Member States in cross-border cases where information about such penalties is available through the mechanism established by Regulation (EU) 2017/2394;

(f) any other aggravating or mitigating factors applicable to the circumstances of the case.

2-quater. The provisions set out in Chapter I, Section I herein, and in Articles 26, 27, 28 and 29 of Law 689 of 24 November 1981 shall apply, insofar as they are applicable, to administrative fines imposed pursuant to this Article. Payment of the administrative fines referred to in this Article shall be made within thirty days from the notification of the Authority's decision.

3. The undertakings concerned may submit an *ex ante* assessment request to obtain guidance from the Authority as to whether the contractual terms they intend to adopt are unfair, where those terms are intended for use in commercial relations with consumers, in accordance with the procedures laid down in the regulation referred to in paragraph 5. The Authority shall issue its decision on the *ex ante* assessment request within one hundred and twenty days from the date of such request, unless the information provided proves to be seriously inaccurate, incomplete or false. Terms that are not regarded as unfair following an *ex ante* assessment request may not subsequently be assessed by the Authority for the purposes of paragraph 2. In any event, the liability of traders towards consumers shall remain unaffected.

4. In matters of judicial review, the administrative court shall have jurisdiction over the review of acts adopted by the Authority pursuant to this Article. The jurisdiction of the ordinary courts is nevertheless preserved with regard to the validity of unfair terms and claims for damages.

5. The Authority shall, by means of its own regulation, lay down the relevant investigation procedures so as to ensure the right to be heard and access to the file, in compliance with legitimate grounds of confidentiality. The same regulation shall establish the procedures for consultation with trade associations qualified at national level, through the dedicated section of the website referred to in paragraph 2, as well as the procedure for submitting an *ex ante* assessment request. In exercising the powers under this Article, the Authority may consult the regulatory or supervisory authorities responsible for the sectors in which the traders concerned operate.

6. The activities referred to in this Article shall be carried out using the human, technical and financial resources already available under existing legislation.

Article 38
Other applicable legislation

1. For matters not provided for in this Code, the provisions of the Civil Code shall apply to contracts concluded between a consumer and a trader.

TITLE III
CONTRACT CATEGORIES

CHAPTER 1
CONSUMER RIGHTS IN CONTRACTS

Article 45
Definitions

1. For the purposes of Sections I to IV of this Chapter:

(a) ‘consumer’ means any natural person, as defined in Article 3(1)(a);

(b) ‘trader’ means any natural person or legal person, as defined in Article 3(1)(c);

(c) ‘goods’ means:

- 1) any tangible movable items, including items to be assembled, water, gas and electricity where they are put up for sale in a limited volume or a set quantity;
- 2) any tangible movable items that incorporate or are interconnected with digital content or a digital service in such a way that the absence of that digital content or digital service would prevent the goods from performing their functions, also known as ‘goods with digital elements’;
- 3) live animals;

(d) ‘goods made to the consumer’s specifications’ means any non-prefabricated goods made on the basis of an individual choice of or decision by the consumer;

(d-*bis*) ‘personal data’ means any personal data as defined in point (1) of Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

(e) ‘sales contract’ means any contract under which the trader transfers or undertakes to transfer ownership of goods to the consumer, including any contract having as its object both goods and services;

(f) ‘service contract’ means any contract other than a sales contract under which the trader supplies or undertakes to supply a service, including a digital service, to the consumer;

(g) ‘distance contract’ means any contract concluded between the trader and the consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;

(h) ‘off-premises contract’ means any contract between the trader and the consumer:

- 1) concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader;
- 2) for which an offer was made by the consumer in the same circumstances as referred to in point (1);
- 3) concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer; or
- 4) concluded during an excursion organised by the trader with the aim or effect of promoting and selling goods or services to the consumer;

(i) ‘business premises’ means:

- 1) any immovable retail premises where the trader carries out his activity on a permanent basis; or
- 2) any movable retail premises where the trader carries out his activity on a usual basis;

(l) 'durable medium' means any instrument which enables the consumer or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

(m) 'digital content' means data which are produced and supplied in digital form;

(n) 'financial service' means any service of a banking, credit, insurance, personal pension, investment or payment nature;

(o) 'public auction' means a method of sale where goods or services are offered by the trader to consumers, who attend or are given the possibility to attend the auction in person, through a transparent, competitive bidding procedure run by an auctioneer and where the successful bidder is bound to purchase the goods or services;

(p) 'commercial guarantee' means any undertaking by the trader or a producer (the 'guarantor') to the consumer, in addition to his legal obligation relating to the guarantee of conformity, to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other requirements not related to conformity set out in the guarantee statement or in the relevant advertising available at the time of, or before the conclusion of the contract;

(q) 'ancillary contract' means a contract by which the consumer acquires goods or services related to a distance contract or an off-premises contract and where those goods are supplied or those services are provided by the trader or by a third party on the basis of an arrangement between that third party and the trader;

(q-*bis*) 'digital service' means:

- 1) a service that allows the consumer to create, process, store or access data in digital form;
or
- 2) a service that allows the sharing of or any other interaction with data in digital form uploaded or created by the consumer or other users of that service;

(q-ter) ‘online marketplace’ means a service using software, including a website, part of a website or an application, operated by or on behalf of a trader which allows consumers to conclude distance contracts with other traders or consumers;

(q-quater) ‘provider of an online marketplace’ means any trader which provides an online marketplace to consumers;

(q-quinquies) ‘compatibility’ means the ability of the digital content or digital service to function with hardware or software with which digital content or digital services of the same type are normally used, without the need to convert the digital content or digital service;

(q-sexies) ‘functionality’ means the ability of the digital content or digital service to perform its functions having regard to its purpose;

(q-septies) ‘interoperability’ means the ability of the digital content or digital service to function with hardware or software different from those with which digital content or digital services of the same type are normally used;

Article 46

Scope

1. The provisions of Sections I to IV of this Chapter shall apply, under the conditions and to the extent set out therein, to any contract concluded between a trader and a consumer where the consumer pays or undertakes to pay the price. They shall apply to contracts for the supply of water, gas, electricity or district heating, including by public providers, to the extent that these commodities are provided on a contractual basis.

1-bis. Without prejudice to the provisions laid down in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and in Legislative Decree 196 of 30 June 2003, the provisions of Sections I to IV of this Chapter shall also apply where the trader supplies or undertakes to supply digital content which is not supplied on a tangible medium or a digital service to the consumer and the consumer provides or undertakes to provide personal data to the trader, except where the personal data provided by the consumer are exclusively processed by the trader for the purpose of supplying the digital content which is not supplied on a tangible medium or digital service in accordance with the above-mentioned provisions or to allow the trader to comply with legal requirements to which the trader is subject, and the trader does not process those data for any other purpose.

2. If any provision of Sections I to IV of this Chapter conflicts with a provision of another Union act governing specific sectors, the latter and the relevant national transposition rules shall prevail and apply to those specific sectors.

3. The provisions of Sections I to IV of this Chapter shall not prevent traders from offering consumers contractual arrangements which go beyond the protection provided for in said provisions.

Article 47

Exceptions

1. The provisions of Sections I to IV of this Chapter shall not apply to contracts:

(a) for social services, including social housing, childcare and support of families and persons permanently or temporarily in need, including long-term care;

(b) for healthcare services provided by health professionals to patients to assess, maintain or restore their state of health, including the prescription, dispensation and provision of medicinal products and medical devices, regardless of whether or not they are provided via healthcare facilities;

(c) for gambling, which involves wagering a stake with pecuniary value in games of chance, including lotteries, casino games and betting transactions;

(d) for financial services;

(e) for the creation of immovable property, or the acquisition or transfer of rights in immovable property;

(f) for the construction of new buildings, the substantial conversion of existing buildings and for rental of accommodation for residential purposes;

(g) which fall within the scope of rules on package travel contracts, as set out in Chapter I, Title VI, Annex 1 to Legislative Decree 79 of 23 May 2011;

(h) which fall within the scope of rules on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product contracts, resale and exchange contracts, as set out in Articles 69 to 81-*bis* of this Code;

(i) which are established by a public office-holder who has a statutory obligation to be independent and impartial and who must ensure, by providing comprehensive legal information, that the consumer only concludes the contract on the basis of careful legal consideration and with knowledge of its legal scope;

(l) for the supply of foodstuffs, beverages or other goods intended for current consumption in the household, and which are physically supplied by a trader on frequent and regular rounds to the consumer's home, residence or workplace;

(m) for passenger transport services, with the exception of Article 51(2) and Articles 62, 64 and 65;

(n) concluded by means of automatic vending machines or automated commercial premises;

(o) concluded with telecommunications operators through public payphones for their use or concluded for the use of one single connection by telephone, Internet or fax established by a consumer;

(o-bis) for any goods sold by way of execution or otherwise by authority of law.

2. The provisions of Sections I to IV of this Chapter shall not apply to off-premises contracts for which the payment to be made by the consumer does not exceed €50. However, the provisions of this Chapter shall apply where several contracts are concluded simultaneously between the same parties, and the total price payable by the consumer, irrespective of the amount of each individual contract, exceeds €50.

SECTION I

CONSUMER PRE-CONTRACTUAL INFORMATION FOR CONTRACTS OTHER THAN DISTANCE OR OFF-PREMISES CONTRACTS

Article 48

Information requirements for contracts other than distance or off-premises contracts

1. Before the consumer is bound by a contract other than a distance or an off-premises contract, or any corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner, if that information is not already apparent from the context:

(a) the main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services;

(b) the identity of the trader, the geographical address at which he is established and his telephone number and, where relevant, the geographical address and identity of the trader on whose behalf he is acting;

(c) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;

(d) where applicable, the arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the service, and the trader's complaint handling policy;

(e) in addition to a reminder of the existence of a legal guarantee of conformity for goods, digital content and digital services, the existence and the conditions of after-sales services and commercial guarantees, where applicable;

(f) the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;

(g) where applicable, the functionality, including applicable technical protection measures, of goods with digital elements, digital content and digital services;

(h) where applicable, any relevant compatibility and interoperability of goods with digital elements, digital content and digital services that the trader is aware of or can reasonably be expected to have been aware of;

2. The pre-contractual information requirements under paragraph 1 shall also apply to contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium.

3. The pre-contractual information requirements under paragraph 1 shall not apply to contracts which involve day-to-day transactions and which are performed immediately at the time of their conclusion.

4. The above is without prejudice to the adoption or maintenance of additional pre-contractual information requirements for contracts to which this Article applies.

5. The provisions under Articles 6 to 12 of this Code shall remain unaffected.

SECTION II
CONSUMER PRE-CONTRACTUAL INFORMATION AND RIGHT OF
WITHDRAWAL FOR DISTANCE AND OFF-PREMISES CONTRACTS

Article 49
Information requirements for distance and off-premises contracts

1. Before the consumer is bound by a distance or off-premises contract, or any corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner:

(a) the main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services;

(b) the identity of the trader;

(c) the geographical address at which the trader is established as well as the trader's telephone number and email address; in addition, where the trader provides other means of online communication which guarantee that the consumer can keep any written correspondence, including the date and time of such correspondence, with the trader on a durable medium, the information shall also include details of those other means; all those means of communication provided by the trader shall enable the consumer to contact the trader quickly and communicate with him efficiently; where applicable, the trader shall also provide the geographical address and identity of the trader on whose behalf he is acting;

(d) if different from the address provided in accordance with point (c), the geographical address of the place of business of the trader, and, where applicable, that of the trader on whose behalf he is acting, where the consumer can address any complaints;

(e) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable; in the case of a contract of indeterminate duration or a contract containing a subscription, the total price shall include the total costs per billing period; where such contracts are charged at a fixed rate, the total price shall also mean the total monthly costs; where the total costs cannot be reasonably calculated in advance, the manner in which the price is to be calculated shall be provided;

(e-*bis*) where applicable, that the price was personalised on the basis of automated decision-making, without prejudice to the safeguards laid down in Article 22 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

(f) the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated other than at the basic rate;

(g) the arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the services and, where applicable, the trader's complaint handling policy;

(h) where a right of withdrawal exists, the conditions, time limit and procedures for exercising that right in accordance with Article 54(1), as well as the model withdrawal form set out in Annex I(B);

(i) where applicable, that the consumer will have to bear the cost of returning the goods in case of withdrawal and, for distance contracts, if the goods, by their nature, cannot normally be returned by post, the cost of returning the goods;

(l) that, if the consumer exercises the right of withdrawal after having made a request in accordance with Article 50(3) or Article 51(8), the consumer shall be liable to pay the trader reasonable costs in accordance with Article 57(3);

(m) where a right of withdrawal is not provided for in accordance with Article 59, that the consumer will not benefit from a right of withdrawal or, where applicable, the circumstances under which the consumer loses his right of withdrawal;

(n) a reminder of the existence of a legal guarantee of conformity for goods, digital content and digital services;

(o) where applicable, the existence and the conditions of after-sales customer assistance, after-sales services and commercial guarantees;

(p) the existence of relevant codes of conduct, as defined in point (f) of Article 18(1) of this Code, and how copies of them can be obtained, where applicable;

(q) the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for withdrawing from the contract;

(r) where applicable, the minimum duration of the consumer's obligations under the contract;

(s) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;

(t) where applicable, the functionality, including applicable technical protection measures, of goods with digital elements, digital content and digital services;

(u) where applicable, any relevant compatibility and interoperability of goods with digital elements, digital content and digital services that the trader is aware of or can reasonably be expected to have been aware of;

(v) where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it.

2. The pre-contractual information requirements under paragraph 1 shall also apply to contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium.

3. In the case of a public auction, the information under points (b), (c) and (d) of paragraph 1 may be replaced by the equivalent details for the auctioneer.

4. The information referred to in points (h), (i) and (l) of paragraph 1 may be provided by means of the model instructions on withdrawal set out in Annex I(A). The trader shall have fulfilled the information requirements laid down in points (h), (i) and (l) of paragraph 1 if the trader has

supplied these instructions to the consumer, correctly filled in. The references to the withdrawal period of fourteen days in the model instructions on withdrawal set out in Annex I(A) shall be replaced by references to a withdrawal period of thirty days in the cases referred to in Article 52(1-*bis*).

5. The information referred to in paragraph 1 shall form an integral part of the distance or off-premises contract and shall not be altered unless the contracting parties expressly agree otherwise.

6. If the trader has not complied with the information requirements on additional charges or other costs as referred to in point (e) of paragraph 1, or on the costs of returning the goods as referred to in point (i) of paragraph 1, the consumer shall not bear those charges or costs.

7. Where means of communication enabling individual communication are used, the information referred to in paragraph 1 shall, at the consumer's request, be provided in Italian.

8. The information requirements laid down in this Section are in addition to those provided for in Legislative Decree 59 of 26 March 2010, as amended, and in Legislative Decree 70 of 9 April 2003, as amended, and do not prevent the imposition of additional information requirements in accordance with those provisions.

9. Without prejudice to paragraph 8, if a provision of Legislative Decree 59 of 26 March 2010, as amended, and Legislative Decree 70 of 9 April 2003, as amended, on the content and the manner in which the information is to be provided conflicts with a provision of this Article, the provision of this Article shall prevail.

10. As regards compliance with the information requirements laid down in this Article, the burden of proof shall be on the trader.

Article 49-*bis*

Additional specific information requirements for contracts concluded on online marketplaces

1. Before a consumer is bound by a distance contract, or any corresponding offer, on an online marketplace, the provider of the online marketplace shall, without prejudice to the provisions under Part II, Title III, provide the consumer with the following information in a clear and comprehensible manner and in a way appropriate to the means of distance communication:

(a) general information, made available in a specific section of the online interface that is directly and easily accessible from the page where the offers are presented, on the main parameters determining ranking, as defined in point (n-bis) of Article 18(1), of offers presented to the consumer as a result of the search query and the relative importance of those parameters as opposed to other parameters;

(b) whether the third party offering the goods, services or digital content is a trader or not, on the basis of the declaration of that third party to the provider of the online marketplace;

(c) where the third party offering the goods, services or digital content is not a trader, that the consumer rights stemming from EU consumer protection law do not apply to the contract;

(d) where applicable, how the obligations related to the contract are shared between the third party offering the goods, services or digital content and the provider of the online marketplace, such information being without prejudice to any responsibility that the provider of the online marketplace or the third-party trader has in relation to the contract under other EU or national law.

2. These provisions shall be without prejudice to the application, to the extent applicable, of the rules laid down in Legislative Decree 70 of 9 April 2003, concerning information requirements for providers of online marketplaces.

Article 50

Formal requirements for off-premises contracts

1. With respect to off-premises contracts, the trader shall give the information provided for in Article 49(1) to the consumer on paper or, if the consumer agrees, on another durable medium. That information shall be legible and in plain, intelligible language.

2. The trader shall provide the consumer with a copy of the signed contract or the confirmation of the contract on paper or, if the consumer agrees, on another durable medium, including, where applicable, the confirmation of the consumer's prior express consent and acknowledgement in accordance with point (o) of Article 59(1).

3. Where a consumer wants the performance of services, or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating to begin during the withdrawal period provided for in Article 52(2), and the contract places the consumer under an obligation to pay, the trader shall require that the consumer make

such an express request on a durable medium and request the consumer to acknowledge that, once the contract has been fully performed by the trader, the consumer will no longer have the right of withdrawal.

4. With respect to off-premises contracts where the consumer has explicitly requested the services of the trader for the purpose of carrying out repairs or maintenance for which the trader and the consumer immediately perform their contractual obligations and where the payment to be made by the consumer does not exceed €200:

(a) the trader shall provide the consumer, before the consumer is bound by the contract, with the information referred to in points (b) and (c) of Article 49(1) and information about the price or the manner in which the price is to be calculated together with an estimate of the total price, on paper or, if the consumer agrees, on another durable medium. The trader shall provide the information referred to in points (a), (h) and (m) of Article 49(1), but may choose not to provide it on paper or another durable medium if the consumer expressly agrees;

(b) the confirmation of the contract provided in accordance with paragraph 2 of this Article shall contain all the information provided for in Article 49(1).

Article 51

Formal requirements for distance contracts

1. With respect to distance contracts, the trader shall give the information provided for in Article 49(1) or make that information available to the consumer in a way appropriate to the means of distance communication used in plain and intelligible language. In so far as that information is provided on a durable medium, it shall be legible.

2. If a distance contract to be concluded by electronic means places the consumer under an obligation to pay, the trader shall make the consumer aware in a clear and prominent manner, and directly before the consumer places his order, of the information provided for in points (a), (e), (q) and (r) of Article 49(1). The trader shall ensure that the consumer, when placing his order, explicitly acknowledges that the order implies an obligation to pay. If placing an order entails activating a button or a similar function, the button or similar function shall be labelled in an easily legible manner only with the words ‘order with obligation to pay’ or a corresponding unambiguous formulation indicating that placing the order entails an obligation to pay the trader. If the trader has not complied with this paragraph, the consumer shall not be bound by the contract or order.

3. Trading websites shall indicate clearly and legibly at the latest at the beginning of the ordering process whether any delivery restrictions apply and which means of payment are accepted.

4. If the contract is concluded through a means of distance communication which allows limited space or time to display the information, the trader shall provide, on or through that particular means prior to the conclusion of such a contract, at least the pre-contractual information regarding the main characteristics of the goods or services, the identity of the trader, the total price, the right of withdrawal, the duration of the contract and, if the contract is of indeterminate duration, the conditions for terminating the contract, as referred to, respectively, in points (a), (b), (e), (h) and (q) of Article 49(1) except the model withdrawal form set out in Annex I(B) referred to in point (h). The other information referred to in Article 49(1), including the model withdrawal form, shall be provided by the trader to the consumer in an appropriate way in accordance with paragraph 1 of this Article.

5. Without prejudice to paragraph 4, if the trader makes a telephone call to the consumer with a view to concluding a distance contract, he shall, at the beginning of the conversation with the consumer, disclose his identity and, where applicable, the identity of the person on whose behalf he makes that call, the commercial purpose of the call and the information referred to in Article 10 of Presidential Decree 178 of 7 September 2010.

6. Where a distance contract is to be concluded by telephone, the trader has to confirm the offer to the consumer who is bound only once he has signed the offer or has sent his written consent; in these cases, the electronic document may be signed using an electronic signature pursuant to Article 21 of Legislative Decree 82 of 7 March 2005, as amended. Such confirmations may also be made on a durable medium, with the consumer's consent. In any case, the consumer's consent is not valid unless he has first confirmed receipt of the document containing all contractual terms, transmitted on paper or another durable, accessible medium.

7. The trader shall provide the consumer with the confirmation of the contract concluded, on a durable medium within a reasonable time after the conclusion of the distance contract, and at the latest at the time of the delivery of the goods or before the performance of the service begins. That confirmation shall include:

(a) all the information referred to in Article 49(1) unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the distance contract; and

(b) where applicable, the confirmation of the consumer's prior express consent and acknowledgment in accordance with point (o) of Article 59(1).

8. Where a consumer wants the performance of services, or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating, to begin during the withdrawal period provided for in Article 52(2), and the contract places the consumer under an obligation to pay, the trader shall require that the consumer make an express request and request the consumer to acknowledge that, once the contract has been fully performed by the trader, the consumer will no longer have the right of withdrawal.

9. This Article shall be without prejudice to the provisions on the conclusion of e-contracts and the placing of e-orders set out in Article 12(2) and (3) and Article 13 of Legislative Decree 70 of 9 April 2003, as amended.

Article 52

Right of withdrawal

1. Save where the exceptions provided for in Article 59 apply, the consumer shall have a period of fourteen days to withdraw from a distance or off-premises contract, without giving any reason, and without incurring any costs other than those provided for in Article 56(2) and Article 57.

1-bis. The withdrawal period of fourteen days referred to in paragraph 1 is extended to thirty days for contracts concluded in the context of unsolicited visits by a trader to a consumer's home or excursions organised by a trader with the aim or effect of promoting or selling products to consumers. The provisions of this Article shall not apply to contracts concluded in the context of home visits by a trader, requested by the consumer and not organised by the trader for a group of individuals.

2. Without prejudice to Article 53, the withdrawal period referred to in paragraph 1 of this Article shall expire after fourteen days or, in the cases set out in paragraph 1-bis, thirty days from:

(a) in the case of service contracts, the day of the conclusion of the contract;

(b) in the case of sales contracts, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the goods or:

- 1) in the case of multiple goods ordered by the consumer in one order and delivered separately, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last good;
- 2) in the case of delivery of a good consisting of multiple lots or pieces, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the last lot or piece;
- 3) in the case of contracts for regular delivery of goods during a defined period of time, the day on which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the first good;

(c) in the case of contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium, the day of the conclusion of the contract.

3. The contracting parties may perform their contractual obligations during the withdrawal period. Nevertheless, in the case of off-premises contracts, traders shall not accept bills of exchange as consideration where these are due within fifteen days from the conclusion of a service contract or from the moment the consumer acquires physical possession of the goods in the case of a sales contract. The trader shall not present such bills of exchange for discounting before that period has expired.

3-bis. In the cases referred to in paragraph 1-*bis*, the trader shall not accept bills of exchange as consideration where these are due within thirty-one days from the conclusion of a service contract or from the moment the consumer acquires physical possession of the goods in the case of a sales contract. The trader shall not present such bills of exchange for discounting before that period has expired.

Article 53

Omission of information on the right of withdrawal

1. If the trader has not provided the consumer with the information on the right of withdrawal as required by point (h) of Article 49(1), the withdrawal period shall expire twelve months from the end of the initial withdrawal period, as determined in accordance with Article 52(2).

2. If the trader has provided the consumer with the information provided for in paragraph 1 of this Article within twelve months from the day referred to in Article 52(2), the withdrawal

period shall expire fourteen days after the day upon which the consumer receives that information. In the case of contracts concluded in the context of unsolicited visits by a trader to a consumer's home or excursions organised by a trader with the aim or effect of promoting or selling products to consumers as referred to in Article 52(1-*bis*), the withdrawal period shall expire thirty days after the day upon which the consumer receives that information.

Article 54

Exercise of the right of withdrawal

1. Before the expiry of the withdrawal period, the consumer shall inform the trader of his decision to withdraw from the contract. For this purpose, the consumer may either:

(a) use the model withdrawal form as set out in Annex I(B); or

(b) make any other unequivocal statement setting out his decision to withdraw from the contract.

2. The consumer shall have exercised his right of withdrawal within the withdrawal period referred to in Article 52(2) and Article 53 if the communication concerning the exercise of the right of withdrawal is sent by the consumer before that period has expired.

3. The trader may, in addition to the possibilities referred to in paragraph 1, give the option to the consumer to electronically fill in and submit either the model withdrawal form set out in Annex I(B) or any other unequivocal statement on the trader's website. In those cases, the trader shall communicate to the consumer an acknowledgement of receipt of such a withdrawal on a durable medium without delay.

4. The burden of proof of exercising the right of withdrawal in accordance with this Article shall be on the consumer.

Article 55

Effects of withdrawal

1. The exercise of the right of withdrawal shall terminate the obligations of the parties:

(a) to perform the distance or off-premises contract; or

(b) to conclude the distance or off-premises contract, in cases where an offer was made by the consumer.

Article 56

Obligations of the trader in the event of withdrawal

1. The trader shall reimburse all payments received from the consumer, including, if applicable, the costs of delivery without undue delay and in any event not later than fourteen days from the day on which he is informed of the consumer's decision to withdraw from the contract in accordance with Article 54. The trader shall carry out the reimbursement referred to in the first sentence using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise and provided that the consumer does not incur any fees as a result of such reimbursement. If payment was made by means of bills of exchange, and these have not yet been presented for payment, they must be returned. Any contractual term limiting the consumer's right to reimbursement of the sums paid as a result of exercising the right of withdrawal shall be null and void.

2. Notwithstanding paragraph 1, the trader shall not be required to reimburse the supplementary costs, if the consumer has expressly opted for a type of delivery other than the least expensive type of standard delivery offered by the trader.

3. Unless the trader has offered to collect the goods himself, with regard to sales contracts, the trader may withhold the reimbursement until he has received the goods back, or until the consumer has supplied evidence of having sent back the goods, whichever is the earliest.

3-bis. In respect of personal data of the consumer, the trader shall comply with the obligations applicable under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

3-ter. The trader shall refrain from using any content, other than personal data, which was provided or created by the consumer when using the digital content or digital service supplied by the trader, except where such content:

(a) has no utility outside the context of the digital content or digital service supplied by the trader;

(b) only relates to the consumer's activity when using the digital content or digital service supplied by the trader;

(c) has been aggregated with other data by the trader and cannot be disaggregated or only with disproportionate efforts; or

(d) has been generated jointly by the consumer and others, and other consumers are able to continue to make use of the content.

3-quater. Except in the situations referred to in point (a), (b) or (c) of paragraph 3-ter, the trader shall, at the request of the consumer, make available to the consumer any content, other than personal data, which was provided or created by the consumer when using the digital content or digital service supplied by the trader.

3-quinquies. The consumer shall be entitled to retrieve that digital content free of charge, without hindrance from the trader, within a reasonable time and in a commonly used and machine-readable format.

3-sexies. In the event of withdrawal from the contract, the trader may prevent any further use of the digital content or digital service by the consumer, in particular by making the digital content or digital service inaccessible to the consumer or disabling the user account of the consumer, without prejudice to paragraph 3-quater.

Article 57

Obligations of the consumer in the event of withdrawal

1. Unless the trader has offered to collect the goods himself, the consumer shall send back the goods or hand them over to the trader or to a person authorised by the trader to receive the goods, without undue delay and in any event not later than fourteen days from the day on which he has communicated his decision to withdraw from the contract to the trader in accordance with Article 54. The deadline shall be met if the consumer sends back the goods before the period of fourteen days has expired. The consumer shall only bear the direct cost of returning the goods unless the trader has agreed to bear them or the trader failed to inform the consumer that the consumer has to bear them. In the case of off-premises contracts where the goods have been delivered to the consumer's home at the time of the conclusion of the contract, the trader shall at his own expense collect the goods if, by their nature, those goods cannot normally be returned by post.

2. The consumer shall only be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and

functioning of the goods. The consumer shall in any event not be liable for diminished value of the goods where the trader has failed to provide notice of the right of withdrawal in accordance with point (h) of Article 49(1).

2-bis. In the event of withdrawal from the contract, the consumer shall refrain from using the digital content or digital service and from making it available to third parties.

3. Where a consumer exercises the right of withdrawal after having made a request in accordance with Article 50(3) or Article 51(8), the consumer shall pay to the trader an amount which is in proportion to what has been provided until the time the consumer has informed the trader of the exercise of the right of withdrawal, in comparison with the full coverage of the contract. The proportionate amount to be paid by the consumer to the trader shall be calculated on the basis of the total price agreed in the contract. If the total price is excessive, the proportionate amount shall be calculated on the basis of the market value of what has been provided.

4. The consumer shall bear no cost for:

(a) the performance of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating, in full or in part, during the withdrawal period, where:

- 1) the trader has failed to provide information in accordance with points (h) and (l) of Article 49(1); or
- 2) the consumer has not expressly requested performance to begin during the withdrawal period in accordance with Article 50(3) and Article 51(8); or

(b) the supply, in full or in part, of digital content which is not supplied on a tangible medium where:

- 1) the consumer has not given prior express consent to the beginning of the performance before the end of the fourteen-day or thirty-day period referred to in Article 52;
- 2) the consumer has not acknowledged that he loses his right of withdrawal when giving his consent; or
- 3) the trader has failed to provide confirmation in accordance with Article 50(2) or Article 51(7).

5. Except as provided for in Article 56(2) and in this Article, the consumer shall not incur any liability as a consequence of the exercise of the right of withdrawal.

Article 58

Effects of the exercise of the right of withdrawal on ancillary contracts

1. Without prejudice to Legislative Decree 141 of 13 August 2010, as amended, on credit agreements for consumers, if the consumer exercises his right of withdrawal from a distance or an off-premises contract in accordance with Articles 52 to 57, any ancillary contracts shall be automatically terminated by law, without any costs for the consumer, except as provided for in Article 56(2) and Article 57.

Article 59

Exceptions from the right of withdrawal

1. The right of withdrawal set out in Articles 52 to 58 in respect of distance and off-premises contracts shall not apply to:

(a) service contracts after the service has been fully performed but, if the contract places the consumer under an obligation to pay, only if the performance has begun with the consumer's prior express consent and acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by the trader;

(b) the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;

(c) the supply of goods made to the consumer's specifications or clearly personalised;

(d) the supply of goods which are liable to deteriorate or expire rapidly;

(e) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;

(f) the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;

(g) the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after thirty days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;

(h) contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;

(i) the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;

(l) the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;

(m) contracts concluded at a public auction;

(n) the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;

(o) contracts for the supply of digital content which is not supplied on a tangible medium if the performance has begun and, if the contract places the consumer under an obligation to pay, where:

1) the consumer has provided prior express consent to begin the performance during the right of withdrawal period;

2) the consumer has provided acknowledgement that he thereby loses his right of withdrawal; and

3) the trader has provided confirmation in accordance with Article 50(2) or Article 51(7).

1-bis. The exceptions from the right of withdrawal set out in points (a), (b), (c) and (e) of paragraph 1 shall not apply to contracts concluded in the context of unsolicited visits by a trader

to a consumer's home or excursions organised by a trader with the aim or effect of promoting or selling products to consumers.

1-ter. In the case of service contracts which place the consumer under an obligation to pay where the consumer has specifically requested a visit from the trader for the purpose of carrying out repairs, the consumer loses the right of withdrawal after the service has been fully performed provided that the performance has begun with the consumer's prior express consent.

SECTION III OTHER CONSUMER RIGHTS

Article 60 Scope

1. Articles 61 and 63 shall apply to sales contracts. Those Articles shall not apply to contracts for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or the supply of digital content which is not supplied on a tangible medium.

2. Articles 62, 64 and 65 shall apply to sales and service contracts and to contracts for the supply of water, gas, electricity, district heating or digital content.

Article 61 Delivery

1. Unless the parties to the sales contract have agreed otherwise, the trader has the obligation to deliver the goods to the consumer without undue delay and not later than thirty days from the conclusion of the contract.

2. The delivery obligation shall be fulfilled by transferring the physical possession or control of the goods to the consumer.

3. Where the trader has failed to fulfil his obligation to deliver the goods at the time agreed upon with the consumer or within the time limit set out in paragraph 1, the consumer shall call upon him to make the delivery within an additional period of time appropriate to the circumstances. If that additional period expires without the goods having been delivered, the consumer shall be entitled to terminate the contract, without prejudice to the right to claim damages.

4. The consumer shall not be required to grant the trader the additional period referred to in paragraph 3 where:

(a) the trader has expressly refused to deliver the goods; or

(b) delivery within the agreed delivery period is essential taking into account all the circumstances attending the conclusion of the contract; or

(c) the consumer informs the trader, prior to the conclusion of the contract, that delivery by or on a specified date is essential.

5. In the cases referred to in paragraph 4, if the consumer does not receive delivery of the goods within the time agreed upon with the trader, or within the time limit set out in paragraph 1, the consumer shall be entitled to terminate the contract immediately, without prejudice to the right to claim damages.

6. In the event of termination by the consumer pursuant to paragraphs 3 and 5, the trader shall be required to reimburse the consumer, without undue delay, all sums paid under the contract.

7. The consumer's right to exercise the remedies provided for in Chapter XIV, Title II, Book IV of the Civil Code shall remain unaffected.

Article 62

Fees for the use of means of payment

1. Pursuant to Article 3(4) of Legislative Decree 11 of 27 January 2010, traders shall not impose on consumers, in respect of the use of a given means of payment, any charges for the use of such means or, where expressly provided, fees that exceed the cost borne by the trader for the use of such means.

2. The issuer of the payment card shall refund the consumer for any amount charged in excess of the agreed price, or in cases where the trader or a third party has fraudulently used the consumer's payment card. The issuer shall then be entitled to recover from the trader the amounts refunded to the consumer.

Article 63

Passing of risk

1. In contracts where the trader is responsible for dispatching the goods, the risk of loss of or damage to the goods, where such loss or damage is not caused by the trader, shall pass to the consumer only when he or a third party indicated by the consumer and other than the carrier has acquired the physical possession of the goods.

2. However, the risk shall pass to the consumer upon delivery of the goods to the carrier if the carrier was selected by the consumer and that choice was not offered by the trader, without prejudice to the rights of the consumer vis-à-vis the carrier.

Article 64

Communication by telephone

1. Where the trader operates a telephone line for the purpose of contacting him by telephone in relation to the contract concluded, the consumer, when contacting the trader, is not bound to pay more than the basic rate, without prejudice to the right of telecommunication services providers to charge for such calls.

Article 65

Additional payments

1. Before the consumer is bound by the contract or offer, the trader shall seek the express consent of the consumer to any extra payment in addition to the remuneration agreed upon for the trader's main contractual obligation. If the trader has not obtained the consumer's express consent but has inferred it by using default options which the consumer is required to reject in order to avoid the additional payment, the consumer shall be entitled to reimbursement of this payment.

Article 65-bis

Service contracts with automatic renewal

1. In fixed-term service contracts that contain an automatic renewal clause, the trader shall, thirty days before the contract's expiry, inform the consumer of the date by which formal notice of termination may be given. The communication referred to in the first sentence shall be sent in writing, by SMS or by another electronic means indicated by the consumer. Failure to provide such communication entitles the consumer, until the next expiry of the contract, to withdraw at any time without charge.

SECTION IV
GENERAL PROVISIONS

Article 66
Administrative and judicial remedies

1. In order to ensure compliance with the provisions set out in Sections I to IV of this Chapter on the part of traders, Articles 27, 139, 140, 140-*bis*, 141 and 144 of this Code shall apply.
2. The Italian Competition Authority, either on its own initiative or upon request by any party or organisation having an interest therein, shall establish any infringements of the provisions contained in Sections I to IV of this Chapter and Article 141-*sexies*(1), (2) and (3), as well as prohibit their continuation and remove their effects.
3. Article 27(2) to (15) of this Code shall apply for the purposes of establishing and fining infringements.
4. The Italian Competition Authority shall act as the competent authority within the meaning of Article 3(6) of Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017, in relation to the matters covered by Sections I to IV of this Chapter.
5. The jurisdiction of the ordinary courts shall in any event remain unaffected. The possibility of resolving consumer disputes out of court, in the areas covered by Sections I to IV of this Chapter, through the procedures provided for in Part V, Title II-*bis* of this Code, shall also remain unaffected.

Article 66-*bis*
Competent court

1. For civil disputes concerning the application of Sections I to IV of this Chapter, exclusive territorial jurisdiction shall lie with the court of the place where the consumer is resident or domiciled, provided that such residence or domicile is within the territory of the Italian State.

Article 66-*ter*
Imperative nature

1. If the law applicable to the contract is the law of a Member State of the European Union, consumers resident in Italy may not waive the rights conferred on them by the provisions of Sections I to IV of this Chapter.

2. Any contractual terms which directly or indirectly waive or restrict the rights resulting from the provisions of Sections I to IV of this Chapter shall not be binding on the consumer.

Article 66-*quater*

Information and out-of-court redress

1. Communications and documents relating to off-premises contracts and distance contracts, including forms, standard forms, purchase orders, advertising materials or communications on websites, shall contain a reference to this Chapter.

2. Traders may adopt specific codes of conduct, in accordance with the procedures set out in Article 27-*bis*.

3. For the resolution of disputes relating to the proper performance of contracts governed by the provisions of Sections I to IV of this Chapter, it shall be possible to resort to the out-of-court dispute resolution procedures provided for in Part V, Title II-*bis* of this Code.

Article 66-*quinquies*

Inertia selling

1. The consumer shall be exempted from the obligation to provide any consideration in cases of unsolicited supply of goods, water, gas, electricity, district heating or digital content or unsolicited provision of services, prohibited under Article 20(5) and Article 26(1)(f) of this Code. In these cases, the absence of a response from the consumer following such an unsolicited supply or provision shall not constitute consent.

2. Unless the consumer has given consent before or at the time of the conclusion of the contract, the trader may not perform the contract by supplying goods or services other than those agreed, even if they are of equivalent or superior value or quality.

Article 67

Protection under other provisions

1. The provisions of Sections I to IV of this Chapter shall not exclude or limit the rights granted to the consumer by other national provisions transposing EU law or adopted to comply with EU law.

2. For matters not provided for in Sections I to IV of this Chapter, the provisions of the Civil Code concerning the validity, formation and effectiveness of contracts shall apply.

3. Contracts falling under Section III of this Chapter shall also be subject to Articles 18, 19 and 20 of Legislative Decree 114 of 31 March 1998, as amended, reforming the legislation governing the retail sector pursuant to Article 4(4) of Law 59 of 15 March 1997.

**PART IV
SAFETY AND QUALITY**

**TITLE III
LEGAL GUARANTEE OF CONFORMITY AND COMMERCIAL GUARANTEES
FOR CONSUMER GOODS**

**CHAPTER 1
THE SALE OF GOODS**

**Article 128
Scope and definitions**

1. This Chapter governs certain aspects of sales contracts concluded between a consumer and a seller, including the conformity of goods with the contract, remedies in the event of a lack of such conformity, the modalities for the exercise of those remedies, and commercial guarantees. To this end, exchange and supply contracts, as well as procurement and works contracts and any other contracts aimed at the supply of goods to be manufactured or produced, shall be treated as sales contracts.

2. For the purposes of this Chapter:

(a) 'sales contract' means any contract under which the seller transfers or undertakes to transfer ownership of goods to a consumer, and the consumer pays or undertakes to pay the price thereof;

(b) ‘consumer’ means any natural person, as defined in Article 3(1)(a);

(c) ‘seller’ means any natural person or legal person, whether privately or publicly owned, who, in the course of their business or professional activity, including through any other person acting in their name or on their behalf, uses the contracts referred to in paragraph 1, first sentence. This also includes a platform provider, where acting for purposes falling within the scope of their business activity and as the contractual counterparty of the consumer for the supply of digital content or digital services.

(d) ‘producer’ means a manufacturer of goods, an importer of goods into the Union or any person purporting to be a producer by placing its name, trademark or other distinctive sign on the goods;

(e) ‘goods’ means:

- 1) any tangible movable items, including items to be assembled; water, gas and electricity where they are put up for sale in a limited volume or a set quantity;
- 2) any tangible movable items that incorporate or are interconnected with digital content or a digital service in such a way that the absence of that digital content or digital service would prevent the goods from performing their functions (‘goods with digital elements’);
- 3) live animals;

(f) ‘digital content’ means data which are produced and supplied in digital form;

(g) ‘digital service’ means:

- 1) a service that allows the consumer to create, process, store or access data in digital form;
or
- 2) a service that allows the sharing of or any other interaction with data in digital form uploaded or created by the consumer or other users of that service;

(h) ‘compatibility’ means the ability of the goods to function with hardware or software with which goods of the same type are normally used, without the need to convert the goods, hardware or software;

(i) ‘functionality’ means the ability of the goods to perform their functions having regard to their purpose;

(l) ‘interoperability’ means the ability of the goods to function with hardware or software different from those with which goods of the same type are normally used;

(m) ‘durable medium’ means any instrument which enables the consumer or the seller to store information addressed personally to that person in a way that is accessible for future reference, for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored;

(n) ‘commercial guarantee’ means any undertaking by a seller or a producer (the ‘guarantor’) to the consumer, in addition to the seller’s legal obligation relating to the guarantee of conformity, to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other requirements not related to conformity set out in the guarantee statement or in the relevant advertising available at the time of, or before the conclusion of the contract;

(o) ‘durability’ means the ability of the goods to maintain their specific functions and performance through normal use;

(p) ‘free of charge’ means free of the necessary costs incurred in order to bring the goods into conformity, particularly the cost of postage, carriage, labour or materials;

(q) ‘public auction’ means a method of sale where goods or services are offered by the seller to consumers, who attend or are given the possibility to attend the auction in person, through a transparent, competitive bidding procedure run by an auctioneer and where the successful bidder is bound to purchase the goods or services.

3. The provisions of this Chapter shall not apply to contracts for the supply of digital content or digital services, which fall within the scope of provisions transposing Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services. They shall, however, apply to digital content or digital services which are incorporated in or interconnected with goods within

the meaning of point (2) of paragraph 2(e), which are provided with the goods under the sales contract, irrespective of whether such digital content or digital service is supplied by the seller or by a third party. In the event of doubt as to whether the supply of incorporated or interconnected digital content or digital services forms part of the sales contract, such supply shall be presumed to be covered by the sales contract.

4. The provisions of this Chapter shall not apply to:

(a) any tangible medium which serves exclusively as a carrier for digital content; or

(b) any goods sold by way of execution or otherwise sold by judicial authorities, including through court-appointed notaries, or otherwise by authority of law.

5. The provisions of this Chapter shall apply to the sale of second-hand goods, taking into account the period of prior use, but only with respect to defects not arising from normal use of the item. They also apply when such goods are sold at public auctions, unless consumers have been clearly and fully informed that the provisions of this Chapter do not apply.

Article 129

Conformity of goods

1. The seller shall deliver goods to the consumer that meet the requirements set out in paragraphs 2 and 3, as well as in Articles 130 and 131 insofar as compatible, without prejudice to Article 132.

2. In order to conform with the sales contract, the goods shall meet the following subjective requirements, where applicable:

(a) be of the description, type, quantity and quality, and possess the functionality, compatibility, interoperability and other features, as required by the sales contract;

(b) be fit for any particular purpose for which the consumer requires them and which the consumer made known to the seller at the latest at the time of the conclusion of the sales contract, and in respect of which the seller has given acceptance;

(c) be delivered with all accessories and instructions, including on installation, as stipulated by the sales contract; and

(d) be supplied with updates as stipulated by the sales contract.

3. In addition to complying with any subjective requirement for conformity, in order to conform with the sales contract, the goods shall also meet the following objective requirements, where applicable:

(a) be fit for the purposes for which goods of the same type would normally be used, taking into account, where applicable, any provisions of national law or EU law, technical standards or, in the absence of such technical standards, applicable sector-specific industry codes of conduct;

(b) where applicable, be of the quality and correspond to the description of a sample or model that the seller made available to the consumer before the conclusion of the contract;

(c) where applicable, be delivered along with such accessories, including packaging, installation instructions or other instructions, as the consumer may reasonably expect to receive; and

(d) be of the quantity and possess the qualities and other features, including in relation to durability, functionality, compatibility and security normal for goods of the same type and which the consumer may reasonably expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller, or other persons in previous links of the chain of transactions, including the producer, particularly in advertising or on labelling.

Article 130

Seller's obligations and consumer conduct

1. The seller shall not be bound by public statements, as referred to in point (d) of Article 129(3) if the seller proves, alternatively, that:

(a) the seller was not aware of the public statement in question and could not reasonably have been aware of it by exercising ordinary diligence;

(b) by the time of conclusion of the contract, the public statement had been adequately corrected in the same way as, or in a way comparable to how, it had been made; or

(c) the decision to buy the goods was not influenced by the public statement.

2. In the case of goods with digital elements, the seller shall ensure that the consumer is informed of and supplied with available updates, including security updates, that are necessary to keep those goods in conformity, for the period of time:

(a) that the consumer may reasonably expect given the type and purpose of the goods and the digital elements, and taking into account the circumstances and nature of the contract, where the sales contract provides for a single act of supply of the digital content or digital service; or

(b) indicated in Article 133(2) or (3), as applicable, where the sales contract provides for a continuous supply of the digital content or digital service over a period of time.

3. Where the consumer fails to install within a reasonable time updates supplied in accordance with paragraph 2, the seller shall not be liable for any lack of conformity resulting solely from the lack of the relevant update, provided that:

(a) the seller informed the consumer about the availability of the update and the consequences of the failure of the consumer to install it; and

(b) the failure of the consumer to install or the incorrect installation by the consumer of the update was not due to shortcomings in the installation instructions provided by the seller to the consumer.

4. There shall be no lack of conformity within the meaning of Article 129(3) and Article 130(2) if, at the time of the conclusion of the sales contract, the consumer was specifically informed that a particular characteristic of the goods was deviating from the objective requirements for conformity laid down in those provisions and the consumer expressly and separately accepted that deviation when concluding the sales contract.

Article 131

Incorrect installation of the goods

1. Any lack of conformity resulting from the incorrect installation of the goods shall be regarded as lack of conformity of the goods, if:

(a) the installation forms part of the sales contract and was carried out by the seller or under the seller's responsibility; or

(b) the installation, intended to be carried out by the consumer, was done by the consumer and the incorrect installation was due to shortcomings in the installation instructions provided by the seller or, in the case of goods with digital elements, provided by the seller or by the supplier of the digital content or digital service.

Article 132

Third-party rights

1. The remedies referred to in Article 135-*bis* shall also apply where a restriction resulting from a violation of any right of a third party, in particular intellectual property rights, prevents or limits the use of the goods sold in accordance with Articles 129 and 130, unless national law provides for the invalidity, annulment or other forms of termination of the sales contract.

Article 133

Liability of the seller

1. The seller shall be liable to the consumer for any lack of conformity which exists at the time when the goods were delivered in accordance with Article 61 and which becomes apparent within two years of that time. Without prejudice to Article 130(2), this paragraph shall also apply to goods with digital elements.

2. In the case of goods with digital elements, where the sales contract provides for a continuous supply of the digital content or digital service over a period of time, the seller shall also be liable for any lack of conformity of the digital content or digital service that occurs or becomes apparent within two years of the time when the goods with digital elements were delivered. Where the contract provides for a continuous supply for more than two years, the seller shall be liable for any lack of conformity of the digital content or digital service that occurs or becomes apparent within the period of time during which the digital content or digital service is to be supplied under the sales contract.

3. Any action seeking remedies for defects not fraudulently concealed by the seller shall, in any case, be subject to a twenty-six-month limitation period from the delivery of the goods. However, where the consumer is sued in relation to the contract, said consumer may always exercise the remedies laid down in Article 135-*bis*.

4. In the case of second-hand goods, the parties may agree on a shorter liability period than that referred to in paragraphs 1 and 2 or on a shorter limitation period than that referred to in paragraph 3, provided that such shorter periods shall not be less than one year.

Article 134
Right of redress

1. Where the final seller is liable to the consumer because of a lack of conformity resulting from an act or omission, including omitting to provide updates to goods with digital elements in accordance with Article 130(2), by a person in previous links of the chain of transactions, the final seller shall be entitled to exercise the right of redress against the person or persons liable in the chain of transactions.

2. Where the final seller has fulfilled the obligations arising from the remedies exercised by the consumer, the seller is entitled, within one year of such performance, to exercise the right of redress against the person or persons liable, in order to recover the value of the performance rendered.

Article 135
Burden of proof

1. Unless proved otherwise, any lack of conformity which becomes apparent within one year of the time when the goods were delivered shall be presumed to have existed at that time, unless this presumption is incompatible with the nature of the goods or with the nature of the lack of conformity. This paragraph shall also apply to goods with digital elements.

2. In the case of goods with digital elements where the sales contract provides for the continuous supply of the digital content or digital service over a period of time, the burden of proof with regard to whether the digital content or digital service was in conformity within the period of time referred to in Article 133(2) shall be on the seller for any lack of conformity which becomes apparent within the period of time referred to in that Article.

Article 135-bis
Remedies

1. In the event of a lack of conformity, the consumer shall be entitled to have the goods brought into conformity or to receive a proportionate reduction in the price, or to terminate the contract, under the conditions set out in the following paragraphs.

2. In order to have the goods brought into conformity, the consumer may choose between repair and replacement, unless the remedy chosen would be impossible or, compared to the other

remedy, would impose costs on the seller that would be disproportionate, taking into account all circumstances, and in particular:

(a) the value the goods would have if there were no lack of conformity;

(b) the significance of the lack of conformity; and

(c) whether the alternative remedy could be provided without significant inconvenience to the consumer.

3. The seller may refuse to bring the goods into conformity if repair and replacement are impossible or would impose costs on the seller that would be disproportionate, taking into account all circumstances, including those mentioned in points (a) and (b) of paragraph 2.

4. The consumer shall be entitled to either a proportionate reduction of the price or the termination of the sales contract in accordance with Article 135-*quater* in any of the following cases:

(a) the seller has not completed repair or replacement or, where applicable, has not completed repair or replacement in accordance with Article 135-*ter*(1), (2) and (3), or the seller has refused to bring the goods into conformity in accordance with paragraph 3;

(b) a lack of conformity appears despite the seller having attempted to bring the goods into conformity;

(c) the lack of conformity is of such a serious nature as to justify an immediate price reduction or termination of the sales contract; or

(d) the seller has declared, or it is clear from the circumstances, that the seller will not bring the goods into conformity within a reasonable time, or without significant inconvenience for the consumer.

5. The consumer shall not be entitled to terminate the contract if the lack of conformity is only minor. The burden of proof with regard to whether the lack of conformity is minor shall be on the seller.

6. The consumer shall have the right to withhold payment of any outstanding part of the price until the seller has fulfilled the seller's obligations under this Chapter. The provisions of the

Civil Code governing the right to withhold performance and the contribution of the consumer to the lack of conformity shall remain unaffected.

Article 135-ter
Repair or replacement

1. Repairs or replacements shall be carried out:

(a) free of charge;

(b) within a reasonable period of time from the moment the seller has been informed by the consumer about the lack of conformity; and

(c) without any significant inconvenience to the consumer, taking into account the nature of the goods and the purpose for which the consumer required the goods.

2. Where the lack of conformity is to be remedied by repair or replacement of the goods, the consumer shall make the goods available to the seller. The seller shall take back the replaced goods at the seller's expense.

3. Where a repair requires the removal of goods that had been installed in a manner consistent with their nature and purpose before the lack of conformity became apparent, or where such goods are to be replaced, the obligation to repair or replace the goods shall include the removal of the non-conforming goods, and the installation of replacement goods or repaired goods, or bearing the costs of that removal and installation.

4. The consumer shall not be liable to pay for normal use made of the replaced goods during the period prior to their replacement.

Article 135-quater
Price reduction and termination of the sales contract

1. The reduction of price shall be proportionate to the decrease in the value of the goods which were received by the consumer compared to the value the goods would have if they were in conformity.

2. The consumer shall exercise the right to terminate the sales contract by means of a statement to the seller expressing the decision to terminate the sales contract.

3. Where the lack of conformity relates to only some of the goods delivered under the sales contract and there is a ground for termination of the sales contract pursuant to Article 135-*bis*, the consumer may terminate the sales contract only in relation to those goods, and in relation to any other goods which the consumer acquired together with the non-conforming goods if the consumer cannot reasonably be expected to accept to keep only the conforming goods.

4. Where the consumer terminates a sales contract as a whole or, in accordance with paragraph 3, in relation to some of the goods delivered under the sales contract:

(a) the consumer shall return to the seller, at the seller's expense, the goods; and

(b) the seller shall reimburse to the consumer the price paid for the goods upon receipt of the goods or of evidence provided by the consumer of having returned or sent back the goods.

Article 135-*quinquies* **Commercial guarantees**

1. Any commercial guarantee shall be binding on the guarantor under the conditions laid down in the commercial guarantee statement and associated advertising available at the time, or before the conclusion, of the contract. Under the conditions laid down in this Article and without prejudice to any other applicable provisions of EU or national law, where a producer offers to the consumer a commercial guarantee of durability for certain goods for a certain period of time, the producer shall be liable directly to the consumer, during the entire period of the commercial guarantee for repair or replacement of the goods in accordance with Article 135-*ter*. The producer may offer to the consumer more favourable conditions in the commercial guarantee of durability statement. If the conditions laid down in the commercial guarantee statement are less advantageous to the consumer than those laid down in the associated advertising, the commercial guarantee shall be binding under the conditions laid down in the advertising relating to the commercial guarantee, unless, before the conclusion of the contract, the associated advertising was corrected in the same way or in a comparable way to that in which it was made.

2. The commercial guarantee statement shall be provided to the consumer on a durable medium at the latest at the time of the delivery of the goods. The commercial guarantee statement shall be expressed in plain, intelligible language. It shall include the following:

(a) a clear statement that the consumer is entitled by law to remedies from the seller free of charge in the event of a lack of conformity of the goods and that those remedies are not affected by the commercial guarantee;

(b) the name and address of the guarantor;

(c) the procedure to be followed by the consumer to obtain the implementation of the commercial guarantee;

(d) the designation of the goods to which the commercial guarantee applies; and

(e) the terms of the commercial guarantee.

3. The guarantee statement shall be drawn up in Italian, using a font size no less prominent than that used for any other languages.

4. Non-compliance with paragraph 2 shall not affect the binding nature of the commercial guarantee for the guarantor.

Article 135-*sexies*

Imperative nature of the provisions

1. Unless otherwise provided for in this Chapter, any contractual agreement – concluded before the lack of conformity of the goods is brought to the seller’s attention by the consumer – which, to the detriment of the consumer, excludes or limits, directly or indirectly, the application of rights conferred by this Chapter shall be invalid. Such invalidity shall operate solely for the benefit of the consumer and may be declared *ex officio* by the court.

2. The seller may at any time offer the consumer contractual arrangements that go beyond the protection provided for in this Chapter.

3. A contractual term shall be invalid where, by providing for the application of the law of a non-Member country, it has the effect of depriving the consumer of the protection afforded under this Chapter, where the contract has a close connection with the territory of a Member State of the European Union.

Article 135-*septies*

Protection under other provisions

1. For matters not provided for in this Chapter, the provisions of the Civil Code concerning the formation, validity and effectiveness of contracts shall apply, including the consequences of contract termination and the right to compensation for damages.

2. For the matters governed by this Chapter, no other provisions shall apply that would have the effect of granting the consumer a different level of protection.

PART V
CONSUMER ASSOCIATIONS AND ACCESS TO JUSTICE

TITLE I
ASSOCIATIONS QUALIFIED AT NATIONAL LEVEL

Article 136 – National Council of Consumers and Users

1. The National Council of Consumers and Users (hereinafter referred to as the “Council”) is hereby established within the Ministry of Economic Development.

2. The Council, which shall carry out its activities using the facilities and staff of the Ministry of Economic Development, is composed of representatives of the consumer and user associations included in the list referred to in Article 137 and of one representative designated by the Conference referred to in Article 8 of Legislative Decree 281 of 28 August 1997. It is chaired by the Minister of Economic Development or by a person delegated by the Minister. Its members are appointed by decree of the President of the Council of Ministers, following a proposal by the Minister of Economic Development, and shall remain in office for three years.

3. The Council shall invite representatives of recognised environmental protection associations and of national associations of consumer cooperatives to its meetings. It may also invite representatives of market regulatory or standard-setting bodies, economic and social stakeholders, competent public administrations and experts.

4. The Council shall:

(a) issue opinions, where requested, on draft regulatory acts concerning the rights and interests of consumers and users;

(b) submit proposals on consumer and user protection, including in relation to EU programmes and policies;

(c) promote studies, research and conferences on consumer-related issues and on the rights of consumers and users, as well as on the monitoring of product and service quality and safety;

(d) develop programmes to disseminate information to consumers and users;

(e) support initiatives aimed at improving access by consumers and users to dispute resolution mechanisms;

(f) promote coordination and cooperation between national and regional policies on consumer and user protection, including by taking initiatives to ensure the broadest possible representation of consumer and user interests at local self-government level. For this purpose, the Chairman shall convene an annual policy-planning session, which the chairs of the representative bodies of consumers and users established under the laws of the Regions and of the Autonomous Provinces of Trento and Bolzano shall be entitled to attend;

(g) establish relations with comparable public or private bodies of other Countries and of the European Union;

(h) report to the Presidency of the Council of Ministers – Public Administration Department any difficulties or obstacles in the implementation of provisions on procedural and documentary simplification within public administrations. Such reports shall be examined by the above-mentioned Department, including through the Public Administration Inspectorate and the Office for Legislative and Administrative Simplification.

Article 137 – List of consumer and user associations qualified at national level

1. A list of consumer and user associations qualified at national level is established at the Ministry of Economic Development.

2. To be entered in the list, applicants must comply with the following requirements and demonstrate compliance by submitting documentation in accordance with the requirements and procedures laid down by decree of the Minister of Economic Development:

(a) having been established for at least three years by public deed or by an authenticated private deed and having a statute that provides for a democratic governance structure and specifies, as its exclusive non-profit purpose, the protection of consumers and users;

(b) maintaining a list of members, updated annually, indicating the membership fees paid directly to the association for its statutory purposes;

(c) having a membership of at least 0.5 per thousand of the national population and a presence in at least five Regions or Autonomous Provinces, with a membership in each of at least 0.2 per thousand of the respective population. Compliance with these requirements shall be certified by a statement in lieu of a notarial deed made by the legal representative of the association, in accordance with Articles 46 et seq. of Presidential Decree 445 of 28 December 2000 (Consolidated Act on legislative and regulatory provisions concerning administrative documentation);

(d) drawing up an annual statement of income and expenditure indicating the membership fees paid by members, and keeping accounting records in accordance with the rules applicable to unrecognised associations;

(e) having been active on an ongoing basis over the previous three years;

(f) ensuring its legal representatives have not been convicted of an offence by a final judgment (*res judicata*) in connection with the association's activities and that such legal representatives do not hold the status of entrepreneurs or directors of production or service undertakings, regardless of the legal form, operating in the same sectors as the association.

3. Consumer and user associations are prohibited from engaging in any marketing activities or commercial advertising in respect of goods or services produced by third parties, as well as from having any links of interest with producers and distributors.

4. The Ministry of Economic Development shall update the list annually.

5. Consumer and user associations operating exclusively in territories where constitutionally recognised linguistic minorities reside may also be entered in the list referred to in this Article, provided that they meet the requirements set out in paragraph 2, points (a), (b), (d), (e) and (f), and have a membership of at least 0.5 per thousand of the population in the relevant Region or Autonomous Province. Compliance with these requirements shall be certified by a statement in

lieu of a notarial deed made by the legal representative of the association, in accordance with Articles 46 et seq. of Presidential Decree 445 of 28 December 2000 (Consolidated Act).

6. The Ministry of Economic Development shall notify the European Commission of the list referred to in paragraph 1, including the entities referred to in Article 139(2), as well as of any subsequent updates. Such notification shall enable their inclusion in the European Commission's list of qualified entities eligible to bring actions for injunctions for the protection of the collective interests of consumers.

TITLE II.1

REPRESENTATIVE ACTIONS FOR THE PROTECTION OF THE COLLECTIVE INTERESTS OF CONSUMERS

Article 140-ter

General provisions: definitions and scope

1. For the purposes of this Title:

(a) 'consumer' means any natural person, as defined in Article 3(1)(a);

(b) 'trader' means any natural person, or any legal person, whether privately or publicly owned, that acts, including through another person acting in that person's name or on that person's behalf, for purposes relating to that person's trade, business, craft or profession;

(c) 'collective interests of consumers' means the interests of a number of consumers who have been or may be harmed by an infringement of the provisions referred to in Annex II-*septies*;

(d) 'qualified entity' means an entity governed by Article 140-*quater*, as well as the entities included in the list compiled and made publicly available by the European Commission pursuant to Article 5(1), second subparagraph of Directive (EU) 2020/1828 of the European Parliament and of the Council of 25 November 2020;

(e) 'representative action' means an action for the protection of the collective interests of consumers that is brought, in the areas referred to in Annex II-*septies*, by a qualified entity as a claimant party on behalf of consumers to seek an injunctive measure or a redress measure;

(f) ‘domestic representative action’ means a representative action brought, in the areas referred to in Annex II-*septies*, before an Italian court by a consumer and user association included in the list referred to in Article 137 or by national independent public bodies;

(g) ‘cross-border representative action’ means a representative action brought, in the areas referred to in Annex II-*septies*, before an Italian court by one or more qualified entities from other Member States and included in the list referred to in Article 5(1), second subparagraph of Directive (EU) 2020/1828 of the European Parliament and of the Council of 25 November 2020. It also means a representative action brought in another Member State by a qualified entity pursuant to Article 140-*quinquies*, also in conjunction with other qualified entities from different Member States;

(h) ‘redress measure’ means a measure intended to remedy the harm suffered by the consumer, including through the payment of a sum of money, repair, replacement, price reduction, contract termination or reimbursement of the price paid, as provided for in the provisions referred to in Annex II-*septies*;

(i) ‘injunctive measure’ means a measure by which the court orders that an act or omission committed in breach of the provisions referred to in Annex II-*septies* cease and not be repeated, and that the injunctive measure be published, in full or in part, in one or more newspapers with nationwide or local coverage, or that a corrective statement be published.

2. The provisions of this Title shall apply to representative actions brought against infringements by traders of the provisions referred to in Annex II-*septies* that harm or may harm the collective interests of consumers. In the case referred to in the first sentence, qualified entities may not bring a collective redress action as provided for in Title VIII-*bis*, Book IV of the Code of Civil Procedure. Any contractual and non-contractual remedies otherwise available to consumers shall remain unaffected.

3. A representative action may be brought even where the infringements have ceased.

4. The fact that the infringements have ceased before the representative action is concluded does not entail the cessation of the dispute.

Article 140-*quater*
Legal standing to bring action

1. The consumer and user associations included in the list referred to in Article 137, the national independent public bodies referred to in Article 3(6) of Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017, which make a request for designation as a qualified entity, and the qualified entities designated in another Member State and included in the list compiled and made publicly available by the European Commission pursuant to Article 5(1), second subparagraph of Directive (EU) 2020/1828 of the European Parliament and of the Council of 25 November 2020, are eligible to bring the representative actions under Article 140-ter(2), first sentence, before an Italian court.

2. The entities referred to in Article 140-quinquies, including those representing consumers from more than one Member State, are eligible to bring the representative actions under Article 140-ter(2), first sentence, in the other Member States.

Article 140-quinquies

Qualified entities with legal standing to bring cross-border representative actions

1. The list referred to in Article 137 shall contain a special section in which the entities and consumer and user associations eligible to bring cross-border representative actions are entered.

2. The entities that so request and the associations included in the list referred to in Article 137 that so request may be entered in the special section referred to in paragraph 1, provided that they meet the following requirements:

(a) they have been established by a public deed or by an authenticated private deed and can demonstrate actual public activity in the protection of consumer interests during the twelve months prior to the request for designation;

(b) they have a statute which provides, as the statutory purpose, the protection of consumers, in the areas referred to in Annex II-septies, and they have a non-profit-making character;

(c) they are not subject to insolvency proceedings;

(d) their statute lays down rules, including rules on grounds for incompatibility relating to legal representatives, suitable to ensure the association's independence and the absence of influence by persons other than consumers, in particular by traders, who have an economic interest in bringing representative actions, as well as measures suitable to prevent and resolve conflicts of interest that may arise between the association, its funding providers and the interests of consumers;

(e) they provide for the appointment of a supervisory body, which monitors compliance with the principles of independence and with the measures for the prevention and resolution of conflicts of interest and to which Article 30(5), (6), (7) and (8) of Legislative Decree 117 of 3 July 2017 shall apply, in so far as compatible;

(f) they make publicly available on their website and by any other appropriate means, their statute and a concise description of their activities, drafted in plain and intelligible language, including information on their establishment, statutory purpose, activities carried out for the protection of consumers' interests, inclusion in the special section of the list referred to in Article 137, the absence of insolvency proceedings opened against them, their independence, and information about the sources of their funding;

3. The national independent public bodies referred to in Article 3(6) of Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 which make a request may also be designated as qualified entities eligible to bring cross-border representative actions.

4. A decree of the Minister of Enterprises and Made in Italy shall establish how the special section referred to in paragraph 1 is made publicly available, as well as the procedures for filing a request for designation as a qualified entity and the documentation proving that the requirements set out in paragraph 2 are met.

Article 140-*sexies*

Notification of qualified entities and monitoring

1. By 26 December 2023, the Ministry of Enterprises and Made in Italy shall notify the European Commission of the list of qualified entities eligible to bring domestic and cross-border representative actions, including their name and, where applicable, their statutory purpose. The Ministry of Enterprises and Made in Italy shall make the list publicly available on its institutional website, the internet address of which shall be notified to the European Commission. The Ministry of Enterprises and Made in Italy shall notify the Commission of any subsequent changes to the list.

2. The Ministry of Enterprises and Made in Italy shall, at least every five years, verify whether the entities entered in the special section referred to in Article 140-*quinquies*(1) continue to meet the requirements set out in Article 140-*quinquies*(2), and shall order the removal of any entity that no longer meets one or more of those requirements.

3. Where a Member State or the European Commission raises concerns as to whether a qualified entity eligible to bring cross-border representative actions meets the requirements set out in Article 140-*quinquies*(1) and (2), the Ministry of Enterprises and Made in Italy shall verify compliance. The Ministry of Enterprises and Made in Italy shall order the removal from the special section referred to in Article 137 of any entity that no longer meets one or more of those requirements. The procedure shall be governed by the decree of the Ministry of Enterprises and Made in Italy referred to in Article 140-*quinquies*(4).

4. The Ministry of Enterprises and Made in Italy is designated as the contact point for the European Commission for the purposes referred to in paragraph 3.

Article 140-*septies* **Representative actions**

1. The representative actions provided for in this Title can be brought by qualified entities without the need for a mandate from the consumers concerned, in order to seek, either individually or in combination, the adoption of the injunctive measures provided for in Article 140-*octies* or of the redress measures provided for in Article 140-*novies*, in the event of an infringement of the provisions set out in Annex II-*septies*.

2. The rules on private international law shall remain unaffected, in particular rules regarding jurisdiction, the recognition and enforcement of judgments in civil and commercial matters and rules on the law applicable to contractual and non-contractual obligations.

3. Where an infringement of the provisions set out in Annex II-*septies* affects or is likely to affect consumers in different Member States, the representative action can be brought jointly by several qualified entities from different Member States which are included in the list compiled and made publicly available by the European Commission pursuant to Article 5(1), second subparagraph of Directive (EU) 2020/1828 of the European Parliament and of the Council of 25 November 2020.

4. The representative action shall be brought exclusively by filing a claim before the specialised commercial courts having territorial jurisdiction over the place where the defendant has its seat. Where the defendant is a natural person, jurisdiction shall lie with the court of the place where that person is resident or domiciled and, if both are unknown, with the court of that person's place of stay. If that is also unknown, jurisdiction shall lie with the court of the place where the qualified entity bringing the action has its seat.

5. In its claim, the qualified entity shall indicate the elements necessary to identify the group of consumers concerned by the representative action, the existence of jurisdiction and the applicable law, as well as any third-party funding of the action, whether received or promised.

6. The claim, together with the decree setting the date of the hearing, shall be published in accordance with Article 840-*ter*(2) of the Code of Civil Procedure.

7. The proceedings shall be governed by the simplified procedure set out in Book II, Title I, Chapter III-*quater* of the Code of Civil Procedure, insofar as compatible. Paragraph 1 of Article 281-*duodecies* of the Code of Civil Procedure shall not apply. In any event, the right to bring an action individually shall remain unaffected, save as provided for in Article 840-*undecies*(9) of the Code of Civil Procedure. Third-party intervention pursuant to Article 105 of the Code of Civil Procedure shall not be permitted. Within thirty days of the first hearing, the court shall issue an order ruling on the admissibility of the claim, but may stay the proceedings where an investigation is pending before an independent authority or proceedings are pending before the administrative courts on facts relevant to the decision. The provisions of Legislative Decree 3 of 19 January 2017 shall remain unaffected.

8. The representative action is inadmissible if:

(a) it is manifestly unfounded;

(b) it lacks the elements necessary to identify the group of consumers concerned by the representative action;

(c) the court does not find the individual rights for which the redress measures provided for in Article 140-*novies* are sought to be homogeneous;

(d) also following an objection raised by the defendant, the entity bringing the action is found to lack the requirements necessary to have legal standing to bring the action;

(e) where the action is brought in a situation of conflict of interest, in particular if the person funding the action is a competitor of the defendant or is dependent on the latter. In this case, the court shall also raise the issue *ex officio* and set a time limit within which the entity bringing the action may refuse or make changes in respect of the relevant funding;

(f) the statutory purpose of the qualified entity bringing the action does not justify its taking action.

9. The order ruling on admissibility shall be published, by the court registry, in the public section of the online services portal referred to in Article 840-*ter*(2) of the Code of Civil Procedure, within fifteen days of its issuance.

10. Where inadmissibility is declared pursuant to point (a) of paragraph 8, the qualified entity may bring the representative action again if there has been a change in circumstances or where new factual or legal grounds are relied upon.

11. Article 840-*ter*(7) and (8) of the Code of Civil Procedure shall apply.

Article 140-*octies* **Injunctive measures**

1. Qualified entities may bring representative actions for the protection of the collective interests of consumers in order to obtain the adoption of injunctive measures.

2. The claim is notified to the public prosecutor.

3. Paragraphs 4 to 14 of Article 840-*quinquies* of the Code of Civil Procedure shall apply.

4. The qualified entity shall not be required to prove negligence or wilful misconduct on the part of the trader, nor the actual loss or damage on the part of the individual consumers affected by the infringement.

5. Where there are legitimate grounds of urgency, the qualified entities referred to in paragraph 1 may, in the course of the proceedings, request a provisional measure to cease an action or omission or to prevent the repetition of conduct that is deemed to constitute an infringement of the provisions referred to in Article 140-*ter*(2). Article 669-*quater*(1), (2) and (4), Articles 669-*sexies*, 669-*octies*(8) and (9), Article 669-*decies*(1), Article 669-*duodecies* and 669-*terdecies* of the Code of Civil Procedure shall apply.

6. The provisional measure shall cease to have effect if the representative action for an injunctive measure is declared inadmissible, even where the order on admissibility has been challenged, or dismissed on the merits by a judgment, even if not final (*res judicata*).

7. Article 840-*sexiesdecies*(7) and (8) of the Code of Civil Procedure shall apply.

8. In any event, an injunctive action under this Article may only be sought after fifteen days have elapsed from the date on which the qualified entities requested the trader – by registered letter with return receipt, or by certified email or another certified electronic delivery service – to cease the conduct harming the interests of consumers and users.

Article 140-*novies*

Redress measures

1. Qualified entities may bring representative actions for the protection of the collective interests of consumers affected by an infringement of the provisions set out in Annex II-*septies*, in order to obtain the adoption of redress measures.

2. Without prejudice to Article 140-*septies*, in so far as compatible, Articles 840-*quater* to 840-*terdecies* and Article 840-*quinquiesdecies* of the Code of Civil Procedure shall apply. The court shall set a modest entry fee pursuant to Article 840-*sexies*(1)(h) of the Code of Civil Procedure. The third paragraph of Article 840-*sexies* shall not apply.

3. In the event of an adverse outcome, the consumer shall be ordered to pay the costs of the proceedings borne by the defendant only where the consumer acted in bad faith or with gross negligence.

Article 140-*decies*

Settlement and conciliation agreements

1. Until the oral hearing of the case, the qualified entity and the trader may jointly file before the court a settlement or conciliation proposal concerning the redress action brought pursuant to Article 140-*novies*.

2. Within the same time limit referred to in paragraph 1, the court, after having heard the qualified entity and the trader, may invite the qualified entity and the trader to reach a settlement concerning the redress action brought pursuant to Article 140-*novies* within a reasonable time limit.

3. The court shall verify that the settlement or conciliation proposal is not contrary to mandatory provisions and does not include terms or obligations that cannot be enforced, taking into consideration the rights and interests of all parties, and in particular those of the consumers concerned.

4. Article 185(3) of the Code of Civil Procedure shall apply.

5. Article 840-*quaterdecies* of the Code of Civil Procedure shall also apply, in so far as it is compatible.

Article 140-*undecies*

Information on representative actions

1. Qualified entities eligible to bring representative actions shall indicate on their website the representative actions which they have decided to bring, the status of ongoing representative actions, and the outcomes of such actions. They shall also provide the same information to the Ministry of Enterprises and Made in Italy, which shall publish the information on its institutional website.

Article 140-*duodecies*

Interruption of limitation periods and prevention of forfeiture periods

1. The applicable limitation periods in respect of the consumer rights protected under Article 140-*novies* shall be interrupted, in accordance with Articles 2943 and 2945 of the Civil Code, by the filing of the introductory claim in the proceedings provided for in Articles 140-*octies* and 140-*novies*, provided that the claim is served on the defendant within the time limit set by the court. From the date on which the introductory claim is filed, any forfeiture periods that would otherwise operate to the detriment of consumers are likewise prevented from running.

Article 140-*terdecies*

Indirect coercive measures

1. In the measure concluding the proceedings referred to in Article 140-*octies*, as well as in the provisional measure provided for in paragraph 5 of Article 140-*octies*, the court shall set a time limit for compliance with the obligations established therein and, including upon request of the party that brought the action, the court shall order, in the event of non-compliance, the payment of an amount ranging from €1,000 to €5,000 for each instance of non-compliance or for each

day of delay, having regard to the seriousness and duration of the infringement. These amounts are paid into a dedicated revenue item of the State budget. Fifty per cent of such amounts is reallocated to the Ministry of Justice for the enhancement of its administrative units and other institutional services, and the remaining fifty per cent is reallocated to the Ministry for Enterprises and Made in Italy for the improvement of the activities relating to the management of the section established under Article 140-*quinquies*.

Article 140-*quaterdecies*
Costs of the proceedings

1. The unified court fee is due in the amount set out in Article 13(1) of Presidential Decree 115 of 30 May 2002, reduced by half. Article 13(1-*ter*) of Presidential Decree 115 of 2002 shall not apply.

TITLE II-*bis*
OUT-OF-COURT DISPUTE RESOLUTION

Article 141
General provisions: definitions and scope

1. For the purposes of this Title:

- (a) ‘consumer’ means any natural person, as defined in Article 3(1)(a);
- (b) ‘trader’ means any natural person or legal person, as defined in Article 3(1)(c);
- (c) ‘sales contract’ means any contract as defined in Article 45(1)(e);
- (d) ‘service contract’ means any contract as defined in Article 45(1)(f);
- (e) ‘domestic dispute’ means a contractual dispute arising from a sales or service contract where, at the time the consumer orders the goods or services, the consumer is resident in the same Member State of the European Union as that in which the trader is established;
- (f) ‘cross-border dispute’ means a contractual dispute arising from a sales or service contract where, at the time the consumer orders the goods or services, the consumer is resident in a Member State of the European Union other than the Member State in which the trader is established;

(g) ‘ADR procedure’ means a procedure for the out-of-court resolution of disputes which complies with the requirements set out in this Title and is carried out by an ADR-Alternative Dispute Resolution entity;

(h) ‘ADR entity’ means any entity, however named or referred to, which is established on a durable basis and offers the resolution of a dispute through an ADR procedure and that is listed in accordance with Article 141-*decies*;

(i) ‘competent authority’ means a public authority as set out in Article 141-*octies*;

(l) ‘complaint’ means any complaint filed with the entity to start an ADR procedure;

(m) ‘non-economic services of general interest’ means services of general interest which are not performed for economic consideration, irrespective of the legal form through which those services are provided, and in particular services provided by public administrations or on behalf of public administrations, without remuneration.

2. For the purposes of this Title, a trader is deemed to be established:

(a) if the trader is a natural person, where he has his place of business;

(b) if the trader is a company or other legal person or association of natural or legal persons, where it has its statutory seat, central administration or place of business, including a branch, agency or any other establishment.

3. For the purposes of this Title, an ADR entity is deemed to be established:

(a) if it is operated by a natural person, at the place where it carries out ADR activities;

(b) if the entity is operated by a legal person or association of natural or legal persons, at the place where that legal person or association of natural or legal persons carries out ADR activities or has its statutory seat;

(c) if it is operated by an authority or other public body, at the place where that authority or other public body has its seat.

4. The provisions of this Title shall apply to voluntary out-of-court settlement procedures, including those conducted online, for the resolution of domestic and cross-border disputes between consumers and traders resident and established in the European Union, in the context of which the ADR entity proposes a solution or brings the parties together with the aim of facilitating an amicable solution. In particular, they shall apply to mediation bodies handling consumer matters that are entered in the special section referred to in Article 16(2) and (4) of Legislative Decree 28 of 4 March 2010, and to other ADR entities established or entered in the lists kept and supervised by the authorities referred to in paragraph 1, point (i), subject to verification that they meet the relevant requirements and that their organisation and procedures comply with the provisions of this Title. The provisions of this Title shall also apply to any procedures provided for under paragraph 7 in which the ADR entity adopts a decision.

5. The provisions in this Title shall also apply to the joint negotiation procedures referred to in Article 141-ter.

6. The following provisions, which lay down mandatory out-of-court dispute resolution procedures, shall remain unaffected:

(a) Article 5(1-bis) of Legislative Decree 28 of 4 March 2010, which governs the cases in which mediation aimed at the conciliation of civil and commercial disputes constitutes a condition for the admissibility of proceedings;

(b) Article 1(11) of Law 249 of 31 July 1997, which provides for the mandatory attempt at conciliation in the electronic communications sector;

(c) Article 2(24)(b) of Law 481 of 14 November 1995, which establishes the mandatory conciliation attempt in matters falling within the competence of the *Autorità per l'Energia Elettrica, il Gas ed il Sistema Idrico* (the Italian Electricity, Gas and Water System Authority – AEEGSI), and whose procedures are regulated by that Authority through its own measures.

7. The procedures conducted in the sectors falling within the remit of the *Autorità per l'Energia Elettrica, il Gas ed il Sistema Idrico* (the Italian Electricity, Gas and Water System Authority – AEEGSI), the Bank of Italy, the *Istituto per la Vigilanza sulle Assicurazioni* (the Italian Institute for the Supervision of Insurance – IVASS), the *Commissione Nazionale per le Società e la Borsa* (the Italian Companies and Stock Exchange Commission – CONSOB), the *Autorità per le Garanzie nelle Comunicazioni* (the Italian Communications Authority – AGCOM), including those requiring the mandatory participation of the trader, shall be regarded as ADR procedures

for the purposes of this Code, provided that they comply with the principles, procedures and requirements laid down in this Title.

8. The provisions of this Title shall not apply to:

- (a) procedures before consumer complaint-handling systems operated by the trader;
- (b) non-economic services of general interest;
- (c) disputes between traders;
- (d) direct negotiation between the consumer and the trader;
- (e) attempts made by a judge to settle a dispute in the course of judicial proceedings concerning that dispute;
- (f) procedures initiated by a trader against a consumer;
- (g) health services provided by health professionals to patients to assess, maintain or restore their state of health, including the prescription, dispensation and provision of medicinal products and medical devices;
- (h) public providers of further or higher education.

9. The provisions of this Title shall not preclude the functioning of existing ADR entities established within the framework of the rules and measures referred to in paragraphs 7 and 8, and whose public officials are in charge of dispute resolution and regarded as representatives of both consumers' and traders' interests.

10. In no circumstances shall the consumer be deprived of the right to bring an action before the competent court, regardless of the outcome of the out-of-court dispute resolution procedure.

Article 141-bis

Obligations, powers and requirements of ADR entities

1. ADR entities are required to:

(a) maintain an up-to-date website which provides the parties with easy access to information concerning the functioning of the ADR procedure, and which enables consumers to submit a complaint and the requisite supporting documents online;

(b) provide the parties, at their request, with the information referred to in point (a) on a durable medium, as defined in Article 45(1)(l);

(c) where applicable, enable the consumer to submit a complaint also offline;

(d) enable the exchange of information between the parties via electronic means or, if applicable, by post;

(e) accept both domestic and cross-border disputes, including disputes covered by Regulation (EU) 524/2013, also by resorting to networks of ADR entities;

(f) take the necessary measures to ensure that the processing of personal data complies with the rules laid down in Legislative Decree 196 of 30 June 2003, as amended.

2. ADR entities may – without prejudice to any different requirements laid down in other applicable provisions or in decisions adopted by the relevant sectoral regulatory authorities – maintain and introduce procedural rules that allow them to refuse to deal with a given dispute on the grounds that:

(a) the consumer did not attempt to contact the trader concerned in order to discuss his complaint and seek, as a first step, to resolve the matter directly with the trader;

(b) the dispute is frivolous or vexatious;

(c) the dispute is being or has previously been considered by another ADR entity or by a court;

(d) the value of the claim falls below or above a pre-specified monetary threshold, set at a level at which it does not significantly impair the consumer's access to complaint handling;

(e) the consumer has not submitted the complaint to the ADR entity within a pre-specified time limit, which shall not be set at less than one year from the date upon which the consumer submitted the complaint to the trader;

(f) dealing with such a type of dispute would otherwise seriously impair the effective operation of the ADR entity.

3. Where, in accordance with its procedural rules, an ADR entity is unable to consider a dispute that has been submitted to it, that ADR entity shall provide both parties with a reasoned explanation of the grounds for not considering the dispute within twenty-one days of receiving the complaint file. Such procedural rules shall not significantly impair consumers' access to ADR procedures, including in the case of cross-border disputes.

4. ADR entities are required to ensure that the natural persons they have put in charge of disputes:

(a) possess the necessary knowledge and skills in the field of alternative or judicial resolution of consumer disputes, as well as a general understanding of law, and receive training where necessary;

(b) are appointed for a term of office of sufficient duration to ensure the independence of their actions, and are not liable to be replaced or relieved from their duties without just cause;

(c) are not subject to any instructions from either party or their representatives;

(d) are remunerated in a way that is not linked to the outcome of the procedure.

5. The natural persons in charge of resolving disputes shall also be required to promptly disclose to the ADR entity any circumstances – arising at any stage of the ADR procedure – that may affect their independence and impartiality or give rise to a conflict of interest with either party to the dispute they are asked to resolve. In these cases, if the parties are dissatisfied with the performance or the operation of the procedure, the ADR entity shall:

(a) replace the natural person concerned with another natural person that shall be entrusted with conducting the ADR procedure; or failing that

(b) ensure that the natural person concerned refrains from conducting the ADR procedure and, where possible, propose to the parties to submit the dispute to another ADR entity which is competent to deal with the dispute; or failing that

(c) allow the natural person concerned to continue to conduct the ADR procedure only if the parties have not objected after they have been informed of the circumstances and their right to object.

6. The right of the parties to withdraw from the procedure at any stage shall remain unaffected, except as provided for in Article 141-*quater*(5)(a).

7. In the circumstances referred to in paragraph 5, where the ADR entity comprises only one natural person, only points (b) and (c) of paragraph 5 shall apply.

8. Where the natural persons in charge of the ADR procedure are employed or remunerated exclusively by a professional organisation or business association of which the trader is a member, it shall be ensured that, in addition to meeting the requirements laid down in this Title and the general requirements set out in paragraphs 4 and 9, they have a separate and dedicated budget at their disposal which is sufficient to fulfil their tasks. This paragraph shall not apply where the natural persons concerned form part of a collegial body composed of an equal number of representatives of the professional organisation or business association by which they are employed or remunerated or of one or more consumer and user organisations referred to in Article 137.

9. ADR entities where the natural persons in charge of dispute resolution form part of a collegial body are required to provide for an equal number of representatives of consumers' interests and of representatives of traders' interests in that body.

10. If, for the purposes of point (a) of paragraph 4, ADR entities provide training for natural persons in charge of the out-of-court resolution of disputes, the competent authorities shall monitor the training schemes established by ADR entities, on the basis of information communicated to them in accordance with point (g) of Article 141-*nonies*(4). The training schemes may be promoted and carried out by the competent authorities referred to in Article 141-*octies*. The provisions on the training of mediators set out in Article 16(4-*bis*), (5) and (6) of Legislative Decree 28 of 4 March 2010 shall remain unaffected.

Article 141-*ter* **Joint negotiations**

1. Procedures before ADR entities where part of the natural persons in charge of dispute resolution are employed or remunerated exclusively by the individual trader, a professional organisation or business association of which the trader is a member, shall be regarded as ADR

procedures pursuant to this Code, provided that, in addition to complying with the provisions set out in this Title, the following specific requirements of independence and transparency are met:

(a) the natural persons in charge of dispute resolution form part of a collegial body composed of an equal number of representatives of consumer and user associations, referred to in Article 137, and of representatives of the trader, and are appointed as a result of a transparent procedure;

(b) the natural persons in charge of dispute resolution are granted a period of office of a minimum of three years to ensure the independence of their actions;

(c) the representative of the consumer and user associations referred to in Article 137 shall be under the obligation not to have any employment relationship with the trader, a professional organisation or business association of which the trader is a member, for the entire term of office and for a period of three years after its position in the ADR entity has ended, as well as the obligation not to receive any direct financial contributions from the same; any contributions provided by the trader, a professional organisation or business association of which the trader is a member, as partial reimbursement to the consumer association for the costs incurred in providing free assistance to the consumer in the ADR procedure, shall be paid in a transparent manner and notified to the competent authority, or made in accordance with the procedures established by that authority;

(d) the representative of the trader shall also be under the obligation not to have any employment relationship with the trader, a professional organisation or business association of which the trader is a member – provided that, at the time the mandate was granted, no such employment relationship was in place – for a period of three years after its position in the ADR entity has ended;

(e) where the ADR entity does not have separate legal personality from the trader, a professional organisation or business association of which the trader is a member, such ADR entity shall be sufficiently independent, equipped with a joint collegial body having no hierarchical or functional link with the trader and be clearly separated from the trader's operational entities and have a sufficient budget at its disposal, which is separate from the trader's general budget, to fulfil its tasks.

2. The procedures referred to in paragraph 1 shall include exclusively joint negotiation procedures governed by memoranda of understanding concluded between traders or their associations and not less than one third of the consumer and user associations referred to in

Article 137, and joint negotiation procedures governed by memoranda of understanding concluded in the local public services sector in accordance with the criteria laid down for that purpose in the agreement adopted by the Unified State-Regions and State-Cities and Local Authorities Conference on 26 September 2013, published in Official Gazette 254 of 29 October 2013.

Article 141-*quater*
Transparency, effectiveness, fairness and liberty

1. ADR entities are required to make publicly available on their websites, on a durable medium upon request, and by any other means they consider appropriate for ensuring transparency, effectiveness, fairness and liberty, clear and easily understandable information on:

(a) their contact details, postal address and email address;

(b) the fact that they are listed in accordance with Article 141-*decies*(2);

(c) the natural persons in charge of ADR, the method of their appointment and the length of their mandate;

(d) the expertise, impartiality and independence of the natural persons in charge of ADR, if they are employed or remunerated exclusively by the trader;

(e) their membership in networks of ADR entities facilitating cross-border dispute resolution, if applicable;

(f) the types of disputes they are competent to deal with, including any threshold if applicable;

(g) the rules governing the out-of-court resolution of a dispute for which the ADR entity is listed and the grounds on which the ADR entity may refuse to deal with a given dispute in accordance with Article 141-*bis*(2);

(h) the languages in which complaints can be submitted to the ADR entity and in which the ADR procedure is conducted;

(i) whether the ADR entity resolves disputes on the basis of legal provisions, considerations of equity, codes of conduct or other types of rules;

(l) any requirements the parties may have to meet before an ADR procedure can be instituted, including the requirement that an attempt be made to resolve the dispute through direct negotiations with the trader;

(m) whether or not the parties can withdraw from the procedure;

(n) the costs, if any, to be borne by the parties, including any rules on awarding costs at the end of the procedure;

(o) the average length of the ADR procedure;

(p) the legal effect of the outcome of the ADR procedure;

(q) the enforceability of the ADR decision, where provided for under applicable law.

2. ADR entities are required to make publicly available on their websites, on a durable medium upon request, and by any other means appropriate for ensuring transparency, annual activity reports. Those reports shall include the following information relating to both domestic and cross-border disputes:

(a) the number of complaints received and the types of disputes to which they related;

(b) any systematic or significant problems that lead to disputes between consumers and traders; such information may be accompanied – where appropriate – by recommendations as to how such problems can be avoided or resolved in future, in order to raise traders' standards and to facilitate the exchange of information and best practices;

(c) the rate of disputes the ADR entity has refused to deal with and the percentage share of the types of grounds for such refusal as referred to in Article 141-*bis*(2);

(d) in the case of procedures referred to in Article 141-*ter*, the percentage shares of solutions proposed in favour of the consumer and in favour of the trader, and of disputes resolved by an amicable solution;

(e) the percentage share of ADR procedures which were discontinued and, if known, the reasons for their discontinuation;

(f) the average time taken to resolve disputes;

(g) the rate of compliance, if known, with the outcomes of the ADR procedures;

(h) cooperation of ADR entities within networks of ADR entities which facilitate the resolution of cross-border disputes, if applicable.

3. ADR procedures shall fulfil the following requirements:

(a) be available and easily accessible online and offline to both parties irrespective of where they are;

(b) allow the parties to have access to the procedure without being obliged to be assisted by an attorney; the latter is without prejudice to parties' right to independent advice or to be represented or assisted by a third party at any stage of the procedure;

(c) be free of charge or available at a nominal fee for consumers;

(d) the ADR entity which has received a complaint shall notify the parties of the opening of the procedure as soon as it has received the complete complaint file;

(e) be concluded within a period of ninety calendar days from the date on which the ADR entity has received the complete complaint file. In the case of highly complex disputes, the ADR entity in charge may, at its own discretion, extend this period by up to a further ninety days. The parties shall be informed of any extension of that period and of the expected length of time that will be required for the conclusion of the procedure.

4. Within the framework of ADR procedures, it shall be ensured that:

(a) the parties have the possibility, within a reasonable period of time, of expressing their point of view, of being provided by the ADR entity with the arguments, evidence, documents and facts put forward by the other party – unless that party has expressly requested that such material remain confidential – any statements made and opinions given by experts, and of being able to comment on them;

(b) the parties are informed that they are not obliged to retain an attorney or a legal advisor, but they may seek independent advice or be represented or assisted by a third party at any stage of the procedure;

(c) the parties are notified of the outcome of the ADR procedure in writing or on a durable medium, and are given a statement of the grounds on which the outcome is based.

5. In ADR procedures which aim at resolving the dispute by proposing a solution, ADR entities shall ensure that:

(a) the parties have the possibility of withdrawing from the procedure at any stage. They shall be informed of that right before the procedure commences. Where the trader's participation in ADR procedures is mandatory, the right to withdraw from the procedure shall apply exclusively to the consumer;

(b) the parties, before agreeing or following a proposed solution, are informed that:

1) they have the choice as to whether or not to agree to or follow the proposed solution;

2) participation in the procedure does not preclude the possibility of seeking redress through court proceedings;

3) the proposed solution may be different from an outcome determined by a court applying legal rules.

(c) the parties, before agreeing to or following a proposed solution, are informed of the legal effect of agreeing to or following such a proposed solution;

(d) the parties, before expressing their consent to a proposed solution or amicable agreement, are allowed a reasonable period of time to reflect.

Article 141-quinquies

Effect of ADR procedures on limitation and forfeiture periods

1. From the date on which the ADR entity receives a complaint, such complaint shall, in respect of limitation periods, have the same effects as judicial proceedings. From that same date, the complaint shall also prevent the expiry of any forfeiture period, on a one-off basis.

2. Where the ADR procedure does not lead to the resolution of the dispute, the relevant limitation periods and forfeiture periods shall begin to run anew from the date on which the parties are notified that the dispute has not been settled, by legally recognised notification methods.

3. Any provisions on limitation or forfeiture contained in international agreements to which Italy is party shall remain unaffected.

Article 141-sexies

Information and assistance for consumers

1. Traders established in Italy who commit to use one or more ADR entities to resolve disputes with consumers are required to inform consumers of the ADR entity or ADR entities competent to resolve disputes with consumers. That information shall include the website address of the relevant ADR entity or ADR entities.

2. The information referred to in paragraph 1 shall be provided in a clear, comprehensible and easily accessible manner on the trader's website, where one exists, and in the general terms and conditions applicable to the sales or service contract between the trader and the consumer.

3. Where a dispute between a consumer and a trader established in their territory could not be settled further to a complaint submitted directly by the consumer to the trader, the trader provides the consumer with the information referred to in paragraph 1, specifying whether he will make use of the relevant ADR entities to settle the dispute. That information shall be provided on paper or on another durable medium.

4. Provisions on consumer information on out-of-court redress procedures contained in other legal provisions shall remain unaffected.

5. With regard to consumer access to cross-border disputes, without prejudice to sectorial regulations, consumers can resort to the National European Consumer Centre Network (ECC-NET) to obtain assistance to access the ADR entity operating in another Member State which is competent to deal with their cross-border dispute. That same National Centre is also designated as the online dispute resolution (ODR) contact pursuant to Article 7(1) of Regulation (EU) 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes.

6. ADR entities and the National European Consumer Centre Network (ECC-NET) are required to make publicly available on their websites, by providing a link to the Commission's website, and whenever possible on a durable medium at their premises, the list of ADR entities compiled and made publicly available by the European Commission pursuant to Article 20(4) of Directive

2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes.

7. The list of ADR entities referred to in paragraph 6 is made available to consumer associations and business associations, which may make it publicly available on their websites, and by any other means they consider appropriate.

8. Each competent authority shall ensure the publication on its institutional website of information on how consumers can access ADR procedures for resolving disputes covered by this Title.

9. The competent authorities shall encourage the consumer and user associations referred to in Article 137, and professional organisations, to raise awareness of ADR entities and their procedures and to promote ADR take-up by traders and consumers. Those bodies shall also be encouraged to provide consumers with information about competent ADR entities when they receive complaints from consumers.

Article 141-septies **Cooperation**

1. The competent authorities shall ensure that ADR entities cooperate in the resolution of cross-border disputes and conduct regular exchanges with other EU Member States of best practices in the settlement of cross-border and domestic disputes.

2. Where a network of ADR entities facilitating the resolution of cross-border disputes exists in a sector-specific area within the EU, the competent authorities shall encourage ADR entities that deal with disputes in that area to become a member of that network.

3. The competent authorities shall encourage cooperation between ADR entities and national authorities entrusted with the enforcement of EU legal acts on consumer protection. This cooperation shall in particular include mutual exchange of information on practices in specific business sectors about which consumers have repeatedly lodged complaints. It shall also include the provision of technical assessment and information by such national authorities to ADR entities where such assessment or information is necessary for the handling of individual disputes and is already available.

4. Cooperation and mutual information exchanges referred to in paragraphs 1, 2 and 3 shall comply with the rules on the protection of personal data laid down in Legislative Decree 196 of 30 June 2003.

5. Provisions on professional and commercial secrecy which apply to the national authorities referred to in paragraph 3 shall remain unaffected. ADR entities shall be subject to rules of professional secrecy and other equivalent duties of confidentiality provided for by applicable legislation.

Article 141-*octies*

Competent authorities and points of single contact

1. For the performance of the functions referred to in Articles 141-*nonies* and 141-*decies*, the following are designated as competent authorities:

(a) the Ministry of Justice together with the Ministry of Economic Development, with regard to the list of mediation bodies for consumer matters referred to in Article 16(2) and (4) of Legislative Decree 28 of 4 March 2010;

(b) the *Commissione Nazionale per le Società e la Borsa* (the Italian Companies and Stock Exchange Commission – CONSOB) referred to in Article 1 of Law 216 of 7 June 1974, with regard to the out-of-court dispute resolution systems governed by Article 2 of Legislative Decree 179 of 8 October 2007 and the implementing regulations, and with costs borne as set out in Article 40(3) of Law 724 of 23 December 1994, as amended, as well as the parties making use of those procedures;

(b-*bis*) the *Istituto per la Vigilanza sulle Assicurazioni* (the Italian Institute for the Supervision of Insurance – IVASS), referred to in Article 13 of Law Decree 95 of 6 July 2012, converted, with amendments, by Law 135 of 7 August 2012, with regard to the out-of-court dispute resolution systems governed by Article 187-*ter* of Legislative Decree 209 of 7 September 2005 and the implementing regulations, with costs borne as set out in Articles 335 and 336 of Legislative Decree 209 of 7 September 2005;

(c) the *Autorità per l'Energia Elettrica, il Gas ed il Sistema Idrico* (the Italian Electricity, Gas and Water System Authority – AEEGSI), referred to in Article 2 of Law 481 of 14 November 1995, for the sector falling within its remit;

(d) the *Autorità per le Garanzie nelle Comunicazioni* (the Italian Communications Authority – AGCOM), referred to in Article 1 of Law 249 of 31 July 1997, for the sector falling within its remit;

(e) the Bank of Italy, with regard to the out-of-court dispute resolution systems governed by Article 128-*bis* of Legislative Decree 385 of 1 September 1993;

(f) other independent administrative authorities regulating specific sectors, where they provide for specific ADR procedures within their regulatory remit;

(g) the Ministry of Economic Development, with regard to the joint negotiation procedures referred to in Article 141-*ter* for non-regulated sectors, or for sectors in which the relevant independent regulatory authorities do not apply or have not adopted specific provisions, as well as with regard to the conciliation bodies established pursuant to Article 2(2)(g) and (4) of Law 580 of 29 December 1993, limited to disputes between consumers and traders that do not fall within the list referred to in point (a).

2. The Ministry of Economic Development is designated as the single point of contact for the European Commission.

3. To ensure a consistent approach in carrying out the functions of the competent authorities referred to in paragraph 1, a coordination and guidance committee is established within the Ministry of Economic Development. The committee shall consist of one representative from each competent authority. The Ministry of Economic Development is responsible for convening the committee and for overall coordination. The committee is tasked with setting guidance on registration and supervisory activities carried out by the competent authorities, as well as on general principles of transparency and impartiality and on the level of the compensation due for the services provided by ADR entities. The members of the committee are not entitled to any remuneration, attendance allowance or any other payment, under any denomination or for any reason.

Article 141-*novies*

Information to be notified to competent authorities by dispute resolution entities

1. Dispute resolution entities which intend to qualify as ADR entities under this Title and be listed in accordance with Article 141-*decies*(2) shall file a request with the competent authority, indicating:

- (a) their name, contact details and website address;
- (b) information on their structure and funding, including information on the natural persons in charge of dispute resolution, their remuneration, term of office and by whom they are employed;
- (c) their procedural rules;
- (d) their fees, if applicable;
- (e) the average length of the dispute resolution procedures;
- (f) the language or languages in which complaints can be submitted and the dispute resolution procedure conducted;
- (g) a statement on the types of disputes covered by the dispute resolution procedure;
- (h) the grounds on which the dispute resolution entity may refuse to deal with a given dispute in accordance with Article 141-*bis*(2);
- (i) a reasoned statement on whether the entity qualifies as an ADR entity falling within the scope of this Code and complies with the quality requirements set out in this Title.

2. In the event of changes to the information referred to in points (a) to (h) of paragraph 1, ADR entities shall without undue delay notify those changes to the competent authority.

3. In addition to notifying the competent authority of the requirements under paragraph 1, dispute resolution entities applying the procedures referred to in Article 141-*ter* shall also notify to the competent authority the information necessary to assess their compliance with the specific additional requirements of independence and transparency set out in Article 141-*ter*(1).

4. Starting from the second year of inclusion in the relevant list, and every two years thereafter, each ADR entity shall communicate to the respective competent authority information on:

- (a) the number of complaints received and the types of disputes to which they related;
- (b) the percentage share of ADR procedures which were discontinued before an outcome was reached;

- (c) the average time taken to resolve the disputes received;
- (d) the rate of compliance, if known, with the outcomes of the ADR procedures;
- (e) any systematic or significant problems that occur frequently and lead to disputes between consumers and traders. The information communicated in this regard may be accompanied by recommendations as to how such problems can be avoided or resolved in future;
- (f) where applicable, an assessment of the effectiveness of their cooperation within networks of ADR entities facilitating the resolution of cross-border disputes;
- (g) where applicable, the training provided to natural persons in charge of ADR in accordance with Article 141-*bis*(4)(a);
- (h) an assessment of the effectiveness of the ADR procedure offered by the entity and of possible ways of improving its performance.

Article 141-*decies*

Role of the competent authorities

1. A list of ADR entities responsible for handling domestic and cross-border disputes falling within the scope of this Title and meeting the applicable requirements shall be established at each competent authority, by ministerial decree or by internal decisions. Each competent authority shall define the procedure to be listed as an ADR entity and assess compliance with the requirements of stability, efficiency and impartiality, as well as compliance with the principle that the service should, as a rule, entail no cost for the consumer.

2. Each competent authority shall manage the entry, suspension and removal of ADR entities from the list, and monitor both the list and individual ADR entities.

3. Each competent authority, on the basis of its own decisions, shall maintain the list and lay down the procedures to be listed as an ADR entity. The list shall include:

- (a) the name, the contact details and the website addresses of the ADR entities referred to in paragraph 1;
- (b) their fees, if applicable;

(c) the language or languages in which complaints can be submitted and the ADR procedure conducted;

(d) the types of disputes covered by the ADR procedure;

(e) the sectors and categories of disputes covered by each ADR entity;

(f) the need for the physical presence of the parties or of their representatives, if applicable, including a statement by the ADR entity on whether the ADR procedure is or can be conducted as an oral or a written procedure;

(g) the grounds on which the ADR entity may refuse to deal with a given dispute in accordance with Article 141-*bis*(2).

4. If an ADR entity no longer complies with the requirements referred to in paragraph 1, the competent authority concerned shall contact that ADR entity, stating the requirements the dispute resolution entity fails to comply with and requesting it to ensure compliance immediately. If the ADR entity after a period of three months still does not fulfil the requirements referred to in paragraph 1, the competent authority shall remove the dispute resolution entity from the list referred to in paragraph 2. That list shall be updated without undue delay and the relevant information shall be notified to the Ministry of Economic Development, acting as the single point of contact for the European Commission.

5. Each competent authority shall notify the list referred to in paragraphs 1 and 3 and any subsequent updates thereto without undue delay to the Ministry of Economic Development, acting as the single point of contact for the European Commission.

6. The list and its updates referred to in paragraphs 2, 3 and 4 relating to all ADR entities established in the territory of the Italian Republic shall be notified to the European Commission by the Ministry of Economic Development, acting as the single point of contact.

7. Each competent authority shall make publicly available the consolidated list of ADR entities, compiled by the European Commission and notified to the Ministry of Economic Development, acting as the single point of contact, by providing on its website a link to the relevant Commission website. In addition, each competent authority shall make publicly available that consolidated list on a durable medium.

8. By 9 July 2018, and every four years thereafter, the Ministry of Economic Development, acting as the single point of contact, with the contribution of the other competent authorities, shall publish and send to the European Commission a report on the development and functioning of all ADR entities established in the territory of the Italian Republic. That report shall in particular:

(a) identify best practices of ADR entities;

(b) point out the shortcomings, supported by statistics, that hinder the functioning of ADR entities for both domestic and cross-border disputes, where appropriate;

(c) make recommendations on how to improve the effective and efficient functioning of ADR entities, where appropriate.

PART VI FINAL PROVISIONS

Article 142 Amendments to the Civil Code

1. Articles 1469-*bis*, 1469-*ter*, 1469-*quater*, 1469-*quinquies* and 1469-*sexies* of the Civil Code are replaced by the following:

«Article 1469-*bis*

Consumer contracts

The provisions of this Title shall apply to consumer contracts, unless otherwise provided by the Consumer Code or by other provisions more favourable to the consumer.».

Article 143 Non-waivable rights

1. The rights conferred on consumers by this Code cannot be waived. Any agreement that conflicts with the provisions of this Code shall be invalid.

2. Where the parties have chosen to apply to the contract a law other than Italian law, the consumer shall in any event be afforded the minimum level of protection laid down in this Code.

Article 144

Updates

1. Any legislative intervention affecting this Code, or the matters falling within its scope, shall be implemented through an express amendment, addition, derogation or suspension of the specific provisions contained herein.

Article 144-bis

Cooperation between national authorities responsible for consumer protection

1. Without prejudice to the rules applicable to the banking, financial, insurance and payment-services sectors, and to the powers of the relevant independent sectoral authorities – which shall continue to act as competent authorities within the meaning of Article 3(6) of Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 – as well as to the applicable provisions governing additional matters falling within the remit of other national authorities, the Ministry of Economic Development shall act as the competent authority, within the meaning of Article 3(6) of Regulation (EU) 2017/2394, in relation to the following matters:

(a) **[Repealed by Legislative Decree 21 of 21 February 2014];**

(b) **[Repealed by Legislative Decree 21 of 21 February 2014];**

(c) guarantees in the sale of consumer goods, as provided for in Part IV, Title III, Chapter I;

(d) **[Repealed by Legislative Decree 212 of 31 December 2025];**

(e) e-commerce, as provided for in Part III, Title III, Chapter II;

(f) **[Repealed by Legislative Decree 21 of 21 February 2014];**

(g) **[Repealed by Legislative Decree 21 of 21 February 2014];**

(h) timeshare contracts, long-term holiday product contracts, resale and exchange contracts, as provided for in Part III, Title IV, Chapter I.

2. The Ministry of Economic Development and the other competent authorities within the meaning of Article 3(6) of Regulation (EU) 2017/2394, which possess all the minimum powers referred to in Article 9 of that Regulation and exercise them in accordance with Article 10 thereof, shall retain any additional and broader powers conferred on them under applicable

legislation. With regard to infringements harming the collective interests of consumers at national level, which fall outside the scope of Regulation (EU) 2017/2394, those authorities, without prejudice to the additional and broader powers conferred on them under applicable legislation, shall exercise the same investigation and enforcement powers referred to in Article 9 of that Regulation, in accordance with Article 10, and may also rely on specifically designated persons who shall gather data, facts and information in accordance with the powers and procedures set out in their respective regulations.

3. For the purposes of carrying out the tasks referred to in paragraphs 1 and 2, the Ministry of Economic Development may avail itself of the Chambers of commerce, industry, crafts and agriculture, as well as of the *Guardia di Finanza* (the Italian Financial Police), which shall act by resorting to the powers conferred upon it for the purpose of checking value added tax and income tax. The Ministry may also establish forms of cooperation with other public administrations. It may resort to the consumer and user associations referred to in Article 137 only with respect to the powers under Article 139.

4. Without prejudice to the fining regime relating to price indication under Article 17 of this Code and to the provisions of Article 22(3) of Legislative Decree 114 of 31 March 1998, for the purpose of applying Regulation (EU) 2017/2394, the Ministry of Economic Development may rely in particular on municipalities when carrying out the tasks under paragraph 1.

5. The investigation procedures relating to the powers referred to in paragraph 2, as well as those concerning the imposition of the fines under paragraphs 6 and 7, shall be established by means of a regulation adopted pursuant to Article 17(1)(d) of Law 400 of 23 August 1988, in such a way as to ensure the right to be heard, full access to the investigation documents and proper record-keeping.

6. In cases of unjustified refusal, omission or delay in providing information or documents requested by the Ministry of Economic Development, acting within its remit, relating to domestic or intra-Union infringements, or where the documents or information provided are false, the fines provided for in Article 27(4) shall apply.

7. Where the parties concerned fail to comply with commitments agreed upon with the Ministry of Economic Development with a view to bringing domestic or intra-Union infringements to an end, the fines provided for in Article 27(12) shall apply.

8. Pursuant to Articles 3(6), 5, 9 and 10 of Regulation (EU) 2017/2394, in the area of unfair commercial practices referred to in Part II, Title III, the provisions of Article 27(1) and (2) shall

apply in relation to the functions of the Italian Competition Authority as the competent authority. With respect to fines, the Italian Competition Authority shall act – within its remit – in accordance with Article 27.

9. The Ministry of Economic Development shall designate the single liaison office responsible for implementing Regulation (EU) 2017/2394.

9-bis. The Italian Competition Authority is designated as the body responsible within the meaning of Article 7(1) of Regulation (EU) 2018/302. For the purposes of Regulation (EU) 2018/302, the Italian Competition Authority is designated as the competent authority within the meaning of Article 5(1) of Regulation (EU) 2017/2394. With regard to the establishment and fining of infringements of Regulation (EU) 2018/302, Article 27(2) to (15) of this Code shall apply.

9-ter. The National European Consumer Centre Network (ECC-NET) is designated as the competent body to provide assistance to consumers in the event of a dispute between a consumer and a trader within the meaning of Article 8 of Regulation (EU) 2018/302. To that end, the procedure laid down in Article 30(1-bis) of Legislative Decree 59 of 26 March 2010 shall apply.