

PART III: RECOMMENDATIONS ON BASIC CONTENTS INCORPORATED IN CONSUMER PROTECTION LAW OF VIETNAM

Based on detailed research mentioned in part II, our Research Team would like to give some basic recommendations considered included in Consumer Protection Law of Vietnam as follows:

1. Group of general regulations

In addition to relevant regulations to application areas and regulatory scope, this group of general regulations should include:

1.1. Interpretation

Definitions of goods, services, and consumers in Law can be interpreted as follows:

a. Definition of goods, services

In Vietnamese law, this definition is stipulated in a relatively detailed and sufficient way in Products and Services Quality Law 2007 and Property Trading Law 2006.

Part 3 Law of Quality of Products and Services states that

1. Products are the result of manufacturing process or service supply with an aim of doing business and consumption.
2. Goods are products launched onto the market and consumption via exchanging, buying and selling, marketing.

Therefore, according to this definition, products can contain both tangible products and services. Tangible products consist of both mobile assets and such kinds as fixed assets and dual assets. Service also includes fixed assets service. However, in definition of goods, activities that bring products onto the market lack important ones such as leasing, sub-leasing, purchase leasing, transferring.

With that shortcoming, the definition of goods and services in Consumer Protection Law cannot invoke the same in Products and Services Quality Law 2007, but need a separate regulation on this issue, specifically:

Goods are the result of manufacturing process or services supply with an aim of doing business or consumption, brought onto the market and consumption via exchanging, transferring, buying and selling, marketing, leasing, sub-leasing, purchase leasing (and other profitable type of businesses stipulated by law).

b. Definition of Consumers

Consumers are individuals or legal entities that are offered to buy goods or legally use goods not for the purpose of doing business. Consumers are not obliged to certify their purpose of buying and using goods.

There are two relevant definitions need to specify their internal content is “consumers’ claim” and “disputes in consumption”. Regarding their designs, these definitions should be included in such interpretation and contents as follows:

c. “Consumers’ claims” occurs when consumers ask individuals and corporations dealing in goods and services to resolve relevant requirements to goods and services provided by them on the grounds that consumers’ legal rights and benefits are violated.

d. “Consumers’ disputes” are disputes between consumers and subjects mentioned in Article... (Regulation on responsible individuals and corporation for handling claims) emerging in any of these following processes:

- + Purchase order
- + Trade promotion
- + Buying goods
- + Using goods

1.2. Consumers’ basic rights

Ordinance on Right Protection of Consumers 1999 of Vietnam also clearly stated these basic rights in Chapter II (Consumers’ rights and responsibilities) from Article 8 to Article 11, including these rights:

- + Freedom of information
 - + Safety insurance
 - + Freedom of options
 - + Consumption education
 - + Damage compensation
 - + Environmental protection and
 - + Representation rights
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These principles, due to their remaining value in the context of current market and Vietnamese economy should be included in Consumer Protection Law on the drafting process. However, instead of lengthy provisions in Ordinance 1999, these rights may be simplified into one of the first articles of this Law for the formation of leading principles in law implementation, and clearly explained in the main body of the Law.

Specifically, in the first part (General regulations) of Consumer Protection Law of Vietnam, consumers' basic rights can be stated as follows:

Article ...: Consumers' basic rights

1. Consumers have the basic rights as follows:

- Be at freedom to choose goods and services on the market as well as individuals and corporations manufacturing, trading, or supplying these goods and services.

- Be sufficiently and concisely informed about goods and service in transactions as well as buying and selling, supply and warranty conditions of these goods and services

- Be assured of safety on health, life, property and environment in dealing, using goods and services on the market;

- Engage in contracts in a equitable way

- Be compensated by law regarding health injuries or property damages stemming from dealing, using goods and services on the market;

- Participate; establish social organizations to protect their legitimate rights and benefits.

2. State administrative authorities and individuals, corporation manufacturing, dealing in goods and services are obliged to organize and ensure undertaking of consumers' basic rights stated in Provision 1 of this Article on basis of cooperation and law obedience.

3. Administrative and judicial agencies are responsible for resolving consumers' claims on basis of respect and compatibility with consumers' basic rights stated in provision 1 of this Article.

1.3. Responsibilities of manufacturing and trade corporations regarding consumer protection

The nature of relationship between corporations and individuals trading in goods and services and consumers are civil. Therefore, it is better that both sides arrange their emerging issues during transactions before taking procedures at court stipulated by law. Besides, this approach also helps enhance corporate responsibility in ensuring legal of consumers' rights and benefits. This is actually an effective method in order to quickly and drastically resolves

consumers' claims in addition to other methods that Vietnam should take into consideration. Japan's experiences can be applied, for example, provision states that: "Manufacturing and trade companies need to set up a necessary system to quickly and rationally resolve possible claims during transactions with consumers. Cities, communes, and villages should try to use transaction headquarters to resolve possible claims during manufacturing between manufacturing and trade companies and consumers.

1.4. Principle of law application

Consumer Protection Law of Vietnam may also states that: "In consumption relationship, Vietnamese consumers are granted adequate protection as stipulated in Consumer Protection Law of Vietnam, regardless of nations from which consumers purchase goods.

2. Relevant regulations to consumption contracts of goods and services

Consumer Protection Law of Vietnam should have a clear institution on supplying service contracts, especially contracts supplying consecutive goods, therein regulate conditions under which consumers can terminate contracts as well as regulate responsibilities of service providers to consumers. In addition, this Law needs detailed regulations on responsibilities of management boards of high building bloc as well as those of implementation units of civil projects in order to ensure best service quality for consumers.

Consumer Protection Law of Vietnam should approach consumer protection issues in contractual relationship, aiming at consumer protection at the centre of regulations. Regulations need to be considered from the angle of consumers' rights. The Law should stipulate some principle contract-related issues such as interpretation of contracts (consumers-friendly), language of contracts (clear and straightforward); forbidden content in contracts (limit or ignore consumers' rights), useless provisions in contracts (provisions against the law and harmful to consumers), cancellation rights (in case consumers acknowledge that the regulations don't appropriately express their wills as well as do harm to them). Meanwhile, Consumer Protection Law of Vietnam should regulate a number of specific contracts to which consumers are "vulnerable" such as: consecutive service contract, mobile merchant contract, and contract on supplying essential goods and services, consumer credit...

3. Relevant regulations to product liability and warranty

3.1. Product liability

From domestic practices, it can be seen that, in recent years, thanks to the efforts of state authorities, consumer protection associations, media agencies and consumers' development, the demand for consumer protection is becoming more and more urgent. The consumer protection movement has a positive upward trend. Along with that is the increasing need for consumer protection among manufacturing and trade companies of goods and services. Consumers are more and more aware of their legal rights to be well protected by manufacturing and trade companies as well as by law

International trends can indicate that there are more nations that have regulations on product liability. In the Asian region, Japan issued a separate law on product liability in 1994; Korea issued a separate law on the same in 2000. Even in Asian countries in our surroundings, this issue is relatively detailedly stipulated (including regulations on liability for defective products in Chapter V Consumer Protection Law of Philippines, regulations on product liability in Chapter X Consumer Protection Law of Malaysia). These regulations concentrate on handling such issues as: confirming the principle of liability attribution to manufacturers, clearly explaining what are so-called manufacturers, what are product defects, clearly defining the certifying liability of two sides in a suit regarding product liability, defining exemption cases for manufacturers, defining levels of compensation, defining proceeding period...

Currently, the Draft on Product Liability of Thailand is also being considerably adopted. However, in China and Indonesia, the issue of product liability is insufficiently regulated.

Therefore, it can be asserted that, in the long term, to contribute to better protection of consumer protection, increasing cautiousness of manufacturing and trade companies, the issuance of regulations on product liability (regulation on damage compensation caused by defective products) is necessary.

Currently, in Vietnam, merging these regulations into Consumer Protection Law has the following advantages and disadvantages:

- Advantages: increase the level of consumer protection; contribute to increase manufacturer's liability to their products; to create favorable conditions for consumers to take legal proceedings to protect their rights when they are violated due to products' defects. In terms of institutional technology, it is possible to design product liability regulations in Consumer Protection Law (as such in Philippines and Malaysia).

- Difficulties for law construction: these regulations are likely to face reactions from the business community. Besides, regulating this institution in Consumer Protection Law extends the regulatory scope of this law, cause disputable issues to reach an approval (expected that Chapter V will include 10 articles), the process of Law construction can be longer than expected.

3.2. Product warranty

The research team proposes that warranty issue in Consumer Protection Law of Vietnam can be stipulated as part of responsibilities and obligations of manufacturing and trade individuals, corporations of goods and services as follows:

- *Warranty liability*

The law can regulate in principle: manufacturing and trade individuals, corporations of goods and services are obliged to guarantee their goods and services for consumers for a specific time, which is called warranty period, as per agreement with consumers or the law.

Besides, in this regard, Law should clearly states: within warranty period, if consumers recognize any defects in guaranteed goods and services, manufacturing and trade individuals, corporations of goods and are under obligations to provide free repair, substitute defective parts, replace defective ones by new ones of quality standard and regulation adaptation, reduce prices, allow consumers to return goods and services and pay consumers back.

- *Announcement of warranty policy and legal bindings of warranty policy*

Manufacturing and trade individuals, corporations of goods and services can announce their warranty policy in written, in an appropriate proclamation in goods and services' advertisement, via information and media means, or in other durable form, which are comprehensible depending on their options.

On announcing their warranty policy, manufacturing, and trade individuals, corporations of goods and services are obliged to use simply, clear and straightforward language to consumers, therein provide sufficient, concise, and clear relevant information such as name and address of warranty units, description of guaranteed goods, warranty procedures, warranty period and area...

Warranty period of manufacturing and trade individuals, corporations of goods and services, after being announced on information and media means to mass consumers, or being made in written to consumers in transactions, or being expressed in other durable and understandable forms will be legally bound to manufacturing and trade individuals, corporations of goods and services who bring that policy, and can be considered as the bases to handle claims in relevant cases to goods and services of the same kind.

- *Warranty period*

Warranty period is the period stipulated in announced warranty policy of manufacturing and trade individuals, corporations of goods and services, probably specific time or certain and reasonable time limit with consideration to the characteristics and objectives of guaranteed goods, services.

Warranty period can be extended on basis of agreement among manufacturing and trade individuals, corporations of goods and services, and taken into account of other due factors (for instance, distance between places of supplying goods and services and places of consumption and residences of consumers).

- *Warranty procedure*

The law can regulate this issue in principle: Regulated warranty procedure (terms and areas, warranty books, other lawful rights of consumers such as borrowing substitutes, damage compensation during warranty period, warranty stamps, cases of warranty, cases of no warranty or losing warranty rights...) and actual warranty activities of manufacturing and trade individuals, corporations of goods and services must be compatible with relevant and legal regulations, reasonable, convenient to consumers, with consideration to the characteristics and objectives of guaranteed goods, services.

Warranty costs

Free warranty in specific period, including human costs, transportation, materials...as well as relevant taxes and fees.

- *Other regulations*

Several issues can be further regulated to maximize consumer right protection but not necessary to be merged into the Law, for the aim of simplicity and straightforwardness of Law, such as:

- + Warranty for third party;
- + Warranty in case of transfer of ownership and usage of goods and services in warranty period;
- + Compensation for emerging damage;
- + Lending consumers goods in warranty period;

4. Relevant regulations to unfair trade practices

As analyzed above, these are all behaviors that make buying and selling relationship of goods and services on the market unfair and directly harmful to consumers' rights. Therefore, on constructing Consumer Protection Law of Vietnam in the future, these behavior groups need to be regulated in a separate Chapter with following content:

Firstly, regarding forbidden behaviors to be included in Law:

- Individuals, corporations dealing in goods and services are forbidden to undertake misleading behavior to consumers in such aspect as:

- + Mislead consumers about their prestige, fame, and other aspects of individuals, corporations dealing in goods and services

+ Mislead consumers about goods and services supplied by individuals, corporations dealing in goods and services (about their quality, functionality, utility or other benefits brought by goods and services, risks and threats during usage, ingredients, structures or materials made from, or origin of goods and services...)

+ Mislead consumers about the content and nature of transactions between consumers and individuals, corporations dealing in goods and services (legal rights and obligations emerging from transactions, price and quality of goods, terms of delivery, terms of payment, warranty period, liability limit of individuals, corporations dealing in goods and services ...);

- Individuals, corporations dealing in goods and services are forbidden to disclose important information that affects consumers' decisions especially information regarding:

+ Information about its prestige, fame or other aspects of individuals, corporations dealing in goods and services

+ Information about goods and services supplied by individuals, corporations dealing in goods and services (their quality, functionality, utility or other benefits brought by goods and services, risks and threats during usage, ingredients, structures or materials made from, or origin of goods and services...)

+ Information about the content and nature of transactions between consumers and individuals, corporations dealing in goods and services (legal rights and obligations emerging from transactions, mistake in price and quality, terms of delivery, terms of payment, warranty policy, liability limit of individuals, corporations dealing in goods and services ...);

- Individuals, corporations dealing in goods and services are forbidden to undertake forceful and demanding behavior to consumers.

Secondly, regarding certifying obligation when prosecuting unfair trade practices to authorized agencies:

When consumers making prosecutions to authorized agencies or when consumers taking legal proceedings to the court for such unfair practices, individuals, corporations dealing in goods and services are obliged to certify their innocence. In case of their certification incapability, they are deemed to undertake unfair acts as claimed.

Thirdly, regarding institutions applied to guilty individuals, corporations dealing in goods and services:

- Civil remedies: during the time of unfair acts, all contracts and transactions between consumers and individuals, corporations dealing in goods and services are deemed void. Consumers are entitled to require the claimed to compensate the payment and not obliged to return the received goods and services (only when they want). Individuals, corporations dealing in goods and services are obliged to return the money in a certain period (like 7

working days), if beyond this period payment isn't made, in addition to the overdue debt interest, they have to pay administrative violation fees (in case consumers make claims to authorized agencies). If using goods and services during the time of unfair acts causes damages to consumers in terms of health, life, property consumers can claim for money return.

- Administrative remedies: individuals, corporations dealing in goods and services will be subject to administrative remedies and obliged to undertake public rectification to ensure that consumers are informed, fully aware of individuals, corporations dealing in goods and services as well as transactions they are engaged in.

- Criminal remedies: in case of serious consequences, concerned individuals in trading in goods and services may be subject to criminal responsibility as regulated by criminal law.

5. Relevant regulations to handling conflicts of consumers

5.1. Means of handling conflicts in consumption

Conflicts in consumption can be handled via these following means:

- Handling consumers' claims
- Conciliation at state authorities
- Taking legal proceedings to authorized Court as stipulated by civil procedural law
- Other means stipulated by law

5.2. Responsible individuals and corporations for handling claims

On discovering their legitimate rights and benefits are violated, consumers or their legal representatives (both called consumers later on) make claims to the following individuals, corporations:

- Individuals, corporations dealing in goods and services sold goods or provide services.

- Individuals, corporations manufacturing goods, promoting trade and other subjects responsible for goods and services as stipulated by law.

5.3. Form of claims

Consumers' claims can be made in all forms unless relevant law regulates otherwise.

5.4. Claim period

Unless relevant laws state otherwise, the claim period are 6 months as on the date consumers notify individuals, corporations dealing in goods and services about their violated legitimate rights and benefits.

5.5. Receipt and resolution of claims

Individuals, corporations dealing in goods and services, on receipt of consumers' claims, must issue a claim receipt note and resolve consumers' claims. Claim receipt note can be made in written or by email and must explicitly express consumers' claim, their requirement and actual handling time.

In case they resolve these mentioned claims as soon as consumers make claims and reach agreement to consumers, individual, corporations dealing in goods and services don't need to issue a claim receipt note.

Unless relevant laws state otherwise or regulated as below or parties agree on handling period, individual, corporations dealing in goods and services are obliged to resolve consumers' claims during 7 working days since the date of note receipt.

In case the claimed are goods and services, which adversely affects consumers' health and life or other urgent cases, the handling period is 3 working days since the date of note receipt.

Handling consumers' claims must be quick, timely and ensure legitimate rights and benefits of consumers. The handling results need to be notified in written to consumers or in other forms approved by consumers.

5.6. Handling conflicts in consumption by conciliation procedure at state authorities

Conciliation procedure at state authorities can be applied in such cases as:

+ When consumers and individuals, corporations dealing in goods and services agreed to conciliate at state authorities

+ Consumers ask state authorities to conciliate when individuals, corporations dealing in goods and services fail to resolve claims in stipulated period at this Law or consumers disapprove of handling results made by individuals, corporations dealing in goods and services.

The Government stipulates conciliation power of state authorities.

The procedure of conciliation can be undertaken as follows:

+ Conciliation requirement has to be made in written, it must explicitly state the claimed cases, the process of resolving and specific requirements;

+ On receiving conciliation requirement, the authorized agency will look into the case for conciliation

+ Concerned parties can, by themselves or assign legal representatives, to take part in conciliation.

+ Concerned parties made a conciliation report certified by conciliation agency.

During conciliation process, conciliation agency has the following rights and obligations:

+ Require concerned parties to participate in conciliation

+ Require concerned parties to provide necessary information

+ Confirmed conciliation report

+ Ensure confidential information during conciliation process

During conciliation process, consumers and individuals, corporations dealing in goods and services are obliged to:

+ Engage in conciliation as required by the conciliation agency

+ Provide necessary information related to the claimed cases as required by the conciliation agency

+ Undertake agreements as in conciliation report.

5.7. Consumers' right of withdrawal of claims or withdrawal of claim order

Consumers are entitled to withdraw their claims or their claim orders in any stage of claim resolution process or conciliation process. The withdrawal must be made in written.

5.8. Handling complaints of consumers

Authorized state authorities as regulated by prosecution law are responsible for receiving and dealing with consumers' claims.

The order, procedures of handling consumers' claims must follow legal regulations on claims and this Law.

5.9. Consumers' right of taking legal proceedings

The Law should stipulate that under any circumstances, consumers are entitled to taking legal suits to the authorized court at any time of resolving claim process in order to protect their legitimate rights and obligations as stipulated by law.

The order and procedure of legal suits at the court can be undertaken according to procedural law.

Besides, Consumer Protection Law of Vietnam can stipulate at this approach:

Further regulation on legal value of conciliation report will depend on parties' agreement on methods of handling conflicts and fill in the final conciliation report. In a specific period in case of no ideas from both sides, the report is undertaken according to civil procedural procedure.

This method are relatively complicated as it have to stipulate the procedure of an appeal against a decision and the procedure of cancelling the conciliation report at the Court as cancelling the decision of trade arbitrator.

Besides regulations mentioned above on consumers' proceedings, Consumer Protection Law needs regulations on consumer protection associations' representation for individual consumers to take legal proceedings asking for compensation.

6. Regulations on handling violations of consumer protection law

From experiences of these above-mentioned nations regarding handling institutions of consumer protection law's violation and based on Vietnamese law in reality, these are several commendations about this institution for Vietnamese law

Name of chapter: *Handling violations of consumer protection law*

Regulations on handling consumer protection law' violations can be drafted as per the following proposal:

Article... Violation acts of consumer protection law

The acts are deemed to violate consumer protection law is one of following acts:

- 1. Violate one of regulations at Article..., Article ...*
- 2. Fail to obey requirements of authorized state agencies mentioned at Article...*
- 3. Fail to provide information or provide insufficient or inappropriate information to authorized state agencies.*

Article... Remedies on consumer protection law' violations

1. For each violation of consumer protection law, individual, corporations dealing in goods and services are subject to one of major remedies as follows:

a. Warnings

b. Fines

2. Depending on the nature and degree of violation, violating individual, corporations dealing in goods and services may be subject to supplementary remedies as follows:

- a. Revoke registration certificate, and abandon the ownership of business certificate
- b. Confiscate the exhibits, the means used to violate the law.
- c. Confiscate earned profit from legal violation
- d. Publicize among violated enterprises.

3. Besides remedies stated in Provision 1 and Provision 2 of this Article, violated individual, corporations may be subject to one or all of these amending methods:

- a. Be forced out of Vietnam territory or reexport goods, products, transportation;
- b. Be forced to demolish harmful products to consumers' health, animals, and plants, toxic cultural products.
- c. Publicly rectify
- d. Be forced to revoke unqualified products, defected products that cause unsafely to consumers
- e. Other methods stipulated by the Government

4. Individual violators of consumer protection law, depending on the nature, degree of violation may be subject to penal responsibility investigation stipulated by law.

The Government defines the power and the procedure applying remedies stated in provision 1, 2 and 3 of this law

Article.....: Fines

Option 1:

Fines applied to consumer protection law' violation are applied according to regulation of administrative punishment law

Option 2:

For violation stipulated at Article ..., the fines made by authorized agency can be up to the maximum of....time than violated products' value.

For other violation acts, the fines are applied according to regulation of administrative punishment law

Article.....: Damage compensation for consumer protection law' violations

Individuals, corporations whose violations of consumer protection law cause damages to the State' benefits, legitimate rights and benefits of other individuals, corporations are obliged to compensate as stipulated by law.

ANNEX 1: SUMMARY OF BASIC REGULATIONS OF CONSUMER PROTECTION LAW OF SOME COUNTRIES IN THE WORLD

Number	Countries	Objectives	Basic contents
1	Thailand (Consumer Protection Law)		<ul style="list-style-type: none"> - Consumers' rights - Consumer protection authorities (functions, responsibilities, powers and organization); - Resolving conflicts between Consumer Protection Law and other sectoral laws - Consumer protection in Advertisement - Consumer protection in goods labeling - Claims - Fines
2	Singapore (Consumer Protection Law)		<ul style="list-style-type: none"> - Forbidden regulation on false trade indications - Regulation on safety and information supplements about goods - Forms of handling violation
3	Japan (Basic Law on Consumer Protection)	To ensure stability and life improvement of people	<ul style="list-style-type: none"> - Responsibilities of the State and local governments - Responsibilities of manufacturers - Consumers' role; - Relevant methods to consumer protection (risk prevention, accurate measurement insurance, standard construction, labeling, consumer information education, building trial and inspection means, handling claim system).

			- Consumer Protection Authorities
4	HongKong (Ordinance on Consumer Council)		- Consumer Protection Authorities (Consumer Council): functions, responsibilities and membership
5	India (Consumer Protection Law)	To improve consumer protection	- Define concepts and determine regulatory scope of Law. - Consumer protection authorities, judgment procedures (claims, proclamation of district court, appeal...) - Other provisions (excluding right, rights of setting up principles and submitting principles)
6	Korea (Consumer Protection Law)	To define responsibilities of the State and the role of consumers in order to protect their rights and benefits, meanwhile improve and rationalize consumption activities	- State' responsibilities; - Consumers' role - Methods for consumers (standardize measurement system, standardize goods quality, support consumer protection associations, educate consumers, establish inspect and supervise means) - Safety for consumers - Trade indications and advertisement - Consumer protection agencies - Remedies - Handling conflicts between Consumer Protection Law and other sectoral laws.
7	The Soviet Socialist Republic bloc (Consumer Protection Law)	To define social, economic and legal background of consumer protection	- Regulations, regulatory scope of national and international Consumer Protection Code - Consumers' rights and protection methods - Social consumers organization

			- The role of governments in consumer protection
8	Nauy (Consumer Policy)		- Norwegian consumer policy (increase consumers' responsibility, enhance supervision, policies on trade advertisement) - National Institute of Consumer Research with the role of research on consumer' rights => Norwegian consumer policy are quite general, not regulating specific issues
9	Canada (Quebec State) Consumer Protection Law	To regulate on contractual relationship between consumers and merchants	- The Law regulate common contracts for consumers such as sale contracts, hiring contracts, long-term leasing contracts, credit contracts, contracts with mobile merchants...on such issues: - Form of contracts; - Merchants' Responsibilities - Consumers' rights,.... - The Law also regulate some other issues such as advertisement, warranty of goods and services, instructions for consumers - The Law also regulates Consumer protection Departments as a state authority on consumer protection
10	China (Law on consumer protection of rights and benefits 1993)	Protect legitimate rights and benefits of consumers, maintain the economic order of the society, and encourage the healthy development of the social economy.	- General regulations (on consumer protection policy) - Consumers' rights - Merchants' obligations - Consumer protection role of the State - Consumer associations - Handling conflicts - Legal responsibilities

11	Malaysia (Consumer Protection Law 1999)		<ul style="list-style-type: none"> - General regulations (about the principle of Law application) - Deceitful and misleading acts, distorting introduction and unhealthy activities - Safety requirement for goods and services - Violate, justify and handle these above-mentioned acts - Insurance in goods supply - Rights (consumers’) to suppliers in guaranteeing goods supply. - Rights (consumers’) to manufacturers in guaranteeing goods supply. - Insurance in service provision Rights (consumers’) to suppliers in insurance in service provision - Product liability - National Consultancy Council of Consumers - The Court handling consumers’ claims - Law implementation (on consumer protection)
12	Taiwan (Consumer Protection Law 1994)	To protect consumers’ rights, create conditions for safety and improved quality of people’ consumption lives	<ul style="list-style-type: none"> - General regulations (on consumer protection policy) - Consumers’ right and benefits (safety and health, standard contract, special buying and selling, regulation on information to consumers) - Consumers protection groups - Administrative management - Handling conflicts in consumption - Remedies

13	England (Consumer Protection Law 1987)		<ul style="list-style-type: none"> - Product liability - Safety insurance for consumers - Misleading indications about prices - Legal implementation (consumer protection) - Forbidden and warning notification - The period of applying legal measures
14	EU (Directive 1999/44/EC of European Parliament and Council in several aspects of consumer selling and attached ensurance)	<p>Concretize consumer protection in founding Convention of European Commission (EC)</p> <p>Unify the minimum degree of consumer protection at member countries</p>	<ul style="list-style-type: none"> - The obligations to obey the contract - Consumers' rights - The right of asking for compensation (the final seller after compensating consumers may ask for recompensation from who they bought) - Claim period - Insurance (for sold goods) - The regulations of invalidity for terms and conditions of seller that limit consumers' rights - Measures that internally legalized regulations of Directive
15	France (French Republic Consumer Code)		<ul style="list-style-type: none"> - Information for consumers; - Methods of introducing and registering products; - Prices and terms of sale; - ; Information about delivery deadline; - Unfair trade practices (deceits, advertisement, online sales, door-to-door sale, direct sale); - Product warranty; - Consumer protection authorities; - Survey; - Consumers association;

			- Consumer safety
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ANNEX 2: SUMMARY OF RESEARCH ISSUES

Number	Contents	Countries	Regulation summary
1	Consumers definition	Europe	Consumers include individuals, excluding legal entities
		India	Unclear
		Canada	Consumers consist of individuals and legal entities
		Taiwan	Consumers consist of individuals and legal entities
		Malaysia	Consumers include individuals, excluding legal entities
		Korea	Unclear
		Thailand	Consumers consist of individuals and legal entities
2	Consumers' rights	Russia	Safety rights, Information rights, Consumption education rights, Rights of damage resolution and compensation
		Thailand	Information access rights, Option rights; Safety rights, Rights of care and damage compensation
		China	Safety rights; Information rights; Option rights; Rights of making equitable contracts; Rights of establishing social organizations to enhance their legitimate rights and benefits; Rights of receiving knowledge about consumption and protect legitimate rights and benefits; Rights of being respected of personal value as well as customs of national identity on trading and using goods and services; and the Rights of supervising goods and services as well as consumers' protection of rights and benefits.
3	Unfair trade practices	Europe	Practices regarded as unfair trade practices include: (1) Misleading trade practices; (2) Abused or forceful trade practices
		England	Practices regarded as unfair trade practices include: (1) Practices that falsely assume their fame; (2) Practices that propagate false information about prices of goods and services; (3) promotion practices; (4) practices related to competition and rewarding; (4) Sale or after-sale services

		Australia	Misleading or deceitful behaviors or potential ones.
		Singapore	Misleading or deceitful behavior or potential ones.
		Malaysia	Practices regarded as unfair trade practices include:(1) Misleading or deceitful practices for the society regarding the nature, manufacturing procedures, characteristics and quality of goods and services; (2) Wrong indications about prices; (3) disturbing advertising; (4) free samples, rewards and order practices.
		Thailand	(1) Deceitful advertising (2) Deceitful labeling
		Canada	Practices regarded as unfair trade practices include: (1) Practices of untruthful or misleading announcement; (2) practices of misleading advertisement and information provision; (3) practices that propagate false information about prices, obligations of buyers; (4) denial of warranty
		France	(i) Deceiving (cause misunderstanding about products, services, labels, brandname, the distinction between products and competitive products; misleading in nature, functionality, utility, price, pricing method, after-sales service of products, services...(ii) Selling goods or supplying services without prior order from consumers (unsolicited goods, services) (iii) Promoting goods, services which tends to make consumers believe that they will be discounted if attract more people into the distribution network (iv) Abusing consumers' inferior status, lack of knowledge (v) Pestering (pulling, invoking frequently and repetitively) that limit and distort consumers' freedom of options, pushing consumers (consumers are involuntary).
4	Consumption contract	Europe	Regulate principles of contract obedience and cancellation
		Taiwan	Regulate on mass contracts
		Malaysia	Regulate principles of contract contents, consecutive contracts, regulate termination and cancellation of contracts
		Canada	Regulate forbidden information in contracts, contract language; form of contracts, contract contents

		France	Regulate contract contents and form of contracts such as: (i) contract beyond financial service; (ii) Door to door sale contract; (iii) direct sale contract; (iv) contract of property co-exploitation; (v) contracts of supplying telecommunications, electricity and gas. Regulate general terms of contracts such as: deposit, abusing, handling conflicts, extension of contract, forms of contracts.
5	Consumer protection measures	Japan	Regulate measures such as: preventing risks, ensuring accurate measurement, constructing suitable standards and reasonable labeling, ensuring appropriate and free competition, strengthening information and education programs, reflecting consumers' opinions; establishing inspection and trial means; establishing handling claim system
		Taiwan	Regulate measures as below and undertake periodic and synchronous review (1) Ensuring quality, safety and hygiene of goods, services; (2) Preventing goods, services that do harm to customers' life, body, health, property and other benefits; (3) Ensuring goods, services which labeling satisfies the legal regulations; Ensuring goods, services being advertised in concord with the law. Ensuring dimensions and weights of goods and services that satisfy the legal regulations; Promoting reasonable price of goods and services. Promoting appropriate packaging, Fostering healthy trade of goods and services. Creating favorable conditions and encouraging consumer protection associations. Synchronizing conflicts handling of consumers. Promoting training consumers; Controlling consumption consultancy services; and Necessary consumer protection measures for the development of consumption life.
6	Warranty	Europe	Regulate an appropriate warranty mechanism for defects in a certain period of time
		Canada	Regulate legal binding of warranty proclamation, announcing warranty policy in written, announce information such as fame, address of warranty party, describe guaranteed goods, warranty procedures, warranty period,...warranty costs, warranty extension, warranty by third party
		Malaysia	Regulate terms of warranty against goods supply, suppliers and manufacturers' rights of warranty terms

7	Handling claim mechanism	Taiwan	<p>Concept: Conflicts in consumption</p> <p>Method: claims, conciliations, and procedures at the court</p> <p>Sectoral courts to take judgment in consumption cases</p> <p>The capacity and conditions to take legal proceedings of consumer protection organizations</p>
		China	<p>Concept: Conflicts between consumers and businessmen regarding consumers' rights and benefits</p> <p>Method: Discussing and conciliating with traders – Asking Consumer Associations for settlement – Making claims to relevant industries and departments – Submitting to arbitrary agencies to resolve as agreed with traders – Taking lawsuits at the People's Court</p>
		Korea	<p>Concept: Handling conflicts of consumers</p> <p>Methods:</p> <ul style="list-style-type: none"> - Resolving at consumer consulting agencies - Sending compensation requirements to CAK - The procedures of cooperative lawsuit at the Court
		France	<ul style="list-style-type: none"> - French consumer code has neither separate regulations on consumers' claims nor regulation on rights of taking lawsuits of individual consumers - Consumer protection associations or other associations, by law, are entitled to take lawsuits for the sake of consumers. These associations can undertake plaintiff's rights in cases asking for compensation for direct or indirect damages to consumers' benefits - Consumers are entitled to authorize these associations to, on their behalf, take lawsuits asking for compensation and only the authorized people in the association can do this.

8	Institution for violation of consumer protection	CI Standard Law	<p>Regulate institution for violations of consumers' benefits as well as the power of authorized state authorities</p> <p>State authorities are empowered to ask for suppliers to revoke products that are potentially harmful to consumers' health and safety and require them to demolish these products</p> <p>State authorities are empowered to forbid supply or sale of any products if they are harmful to consumers' health and safety</p> <p>State authorities are empowered to publicize formal announcement about confiscated or forbidden products on local mass media</p>
		Malaysia	<p>Regarding identification of acts: Refer violation of regulations in other parts stipulated by Law</p> <p>Regarding types of institution: Criminal and civil institution, not including administrative institution</p>
		Taiwan	<p>Regarding identification of acts:</p> <ul style="list-style-type: none"> - Practices that violate regulations in other articles of Law - Practices of not undertaking amendment required by authorized agencies in the stipulated period - Practices of not paying these fines in stipulated period by authorized agencies <p>Regarding institutions</p> <ul style="list-style-type: none"> - Administrative - Criminal - Supplementary
		China	<p>Regarding violations: Specific regulations on violations and institutions.</p> <p>Regarding institutions: criminal, civil and administrative institutions. Warning is an institution with the typical characteristics of consumer protection law.</p>
		Canada (Quebec)	<p>Regarding identification of acts: Through reference to violations of regulations of Consumer Protection Law, and additional practices</p> <p>Regarding institutions: only civil and administrative institutions, not including criminal</p>

			institutions
		Korea	Regarding identification of acts: Consumer Protection Law of Korea stipulates two types of institutions: administrative and criminal
		Singapore	Regarding identification of acts: are violations of regulations stated in Consumer Protection Law, agreement or accomplice to these violations Regarding institutions: contrary to analyzed countries above, institution for violation of Consumer Protection Law of Singapore is only limited to penal institution with 2-year imprisonment and fines up to 10000 USD.
		Pháp	French Consumer Code doesn't have a separate chapter in handling violations but identification of violations is listed in regulations on suppliers' responsibilities for goods and services Regarding institutions: French Consumer Code defines 3 types of institutions: Criminal, Civil and Administrative
9	Legal conflict resolution	Japan	Consumption contract Law of Japan (also an important act in consumer protection in Japan) states that: to define legal consequences of contract order or accepting consumption contract order, regulations in Civil code and Commerce Code will be applied as supplement to this Law. Provision 2 Article 11 of this Law also clearly states that: <i>contract order and accepting contract order, if stipulated in other law other than Civil Code and Commerce Code, regulations in other laws will prevail over those in this law.</i>
		Philippines	Regulations of Consumer Protection Law will be applied with or without contradictory agreements, however these regulations don't reduce or limit any of powers that consumers are granted according to other law' regulations

		Canada	Stipulates that consumer protection law will prevail over regulations in civil law (especially contract-related ones)
		Malaysia	Regulate that consumer protection law remains valid whether there exists terms of contract applying or intentionally applying law of other nations before the court to evade application of the Law’ regulation”
10	Consumer safety	Korea	Consumer Protection Law of Korea states that “In order to prevent potential hazards and injuries to consumers’ health, life and property caused by corporations’ goods and services, the State will define the criteria which businesses have to obey in these issues: (i) Important contents of goods, services such as ingredients, contents, structures...(ii) contents or methods need to be regulated, such as instructions, or warnings during usage; (iii) Other essential issues to prevent hazards or injuries”
11	Product liability	Europe ¹	Regulate manufacturers’ compensation liability: Manufacturers are responsible for damage compensation caused by their products’ defects (whether they are bound in a contractual relationship with the victims). <i>Manufactures are probably responsible for defects even if products finely adapt their specifications and current standards or standards allowed by authorized agencies.</i>

¹ This regulations has been incorporated in the domestic law by European countries community