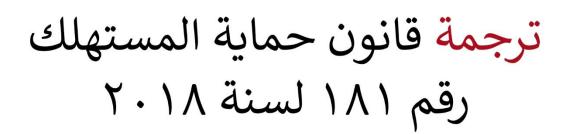
# **Translation of** the Consumer Protection Law No. 181 of 2018



10 July 2025





#### Law No. 181 of 2018 Concerning the Issuance of the Consumer Protection Law

In the name of the people President of the republic

#### Preamble

#### Article (2):

The House of Representatives has enacted the following law, and we have promulgated it:

#### **Issuance Provisions**

#### Article (1):

The provisions of the accompanying law regarding consumer protection shall enter into force.

These provisions shall not prejudice the application of the Competition Protection and Anti-Monopoly Practices Law issued by Law No. 3 of 2005, and the National Food Safety Authority Law issued by Law No. 1 of 2017.

#### Article (2):

Economic Courts shall have jurisdiction to adjudicate civil and commercial disputes arising from the application of the provisions of the accompanying law. The Administrative Judiciary Court shall have jurisdiction over administrative disputes arising from its implementation.

#### Article (3):

The Executive Regulations of the accompanying law shall be issued by a decision of the Prime Minister within three (3) months from the effective date of this law.

Until such regulations are issued, current regulations and decisions shall remain in effect, provided they do not conflict with the provisions of this law.

Page 2





#### Article (4):

The Consumer Protection Law issued under Law No. 67 of 2006 is hereby repealed.

#### Article (5):

This law shall be published in the Official Gazette and shall take effect three (3) months following its publication date.

It shall bear the seal of the State and be enforced as one of its laws.

#### **Consumer Protection Law**

Part One: Definitions

#### Article (1):

For the purposes of applying this law, the following terms shall have the meanings indicated beside each:

**Consumer:** Any natural or legal person to whom a product is presented to satisfy non-professional, non-occupational, or non-commercial needs, or with whom a transaction or contract is concluded for such purpose.

Agency: The Consumer Protection Agency.

**Persons:** Natural or legal persons, including companies of all forms, economic entities, associations, unions, institutions, establishments, financial groups, and any legally recognized collective entities concerned with consumer protection, as defined by the Executive Regulations.

**Products:** Goods and services offered by public or private legal persons, including used goods offered by suppliers, excluding financial and banking services governed by the Central Bank and Banking System Law, and the Law on Regulation of Supervision of Non-Banking Financial Markets and Instruments.







**Supplier:** Any person engaged in a commercial, industrial, professional, or craft activity who provides a service or produces, manufactures, imports, exports, sells, rents, offers, distributes, or markets goods to consumers or transacts with them by any means, including electronic or modern technological methods.

Advertiser: Any person who advertises or promotes a product or service directly or through others using any media or advertising tool, including digital media. This includes the requester, advertising intermediary, agency, and media outlet, as governed by Egyptian standards on advertising goods and services.

**Defect:** Any deficiency in the value or utility of a product relative to its intended purpose, which wholly or partially deprives the consumer of its use, including deficiencies resulting from mishandling or improper storage, unless caused by the consumer.

**Distance Contracting:** The offering, sale, or purchase of products via the Internet or any other audiovisual, written, or telephonic means of communication.

**Contests:** Any action presented to the public directly or through media under any title that gives hope of winning monetary or in-kind prizes in exchange for financial obligations of any value.

**Deceptive Practice:** Any act or omission by the producer or advertiser that creates a false or misleading impression or causes confusion or deception to the consumer.

Competent Minister: The Prime Minister.

#### Article (2):

Freedom to engage in economic activity is guaranteed to all. No person may conclude any agreement or practice any activity that infringes upon basic consumer rights, particularly:

- The right to health and safety in normal use of products.
- The right to obtain all correct information and data about services or products.
- The right to free choice of quality products at fair competitive prices determined by market mechanisms.
- The right to personal dignity and respect for societal customs and traditions.
- The right to participate in institutions, councils, and committees related to consumer protection.







- The right to initiate legal proceedings for any violations or harm to consumer rights, through simplified and expedited procedures.
- The right to fair compensation for harm suffered due to product purchase, use, or service delivery.

These rights shall apply without prejudice to applicable international treaties in force within the Arab Republic of Egypt.

#### Part Two: Obligations of the Supplier and Advertiser

#### **Chapter One: General Obligations**

#### Article (3):

Suppliers shall comply with health, safety, and quality standards, and guarantee the same in their products, in accordance with Egyptian standard specifications or internationally adopted standards in Egypt if local ones are unavailable.

#### Article (4):

Suppliers must inform consumers of all essential product data, including its origin, price, key characteristics, and other data specified by the Executive Regulations according to product nature.

#### Article (5):

All advertisements, data, documents, invoices, receipts, contracts, including digital and electronic documents, must be in Arabic and clearly legible.

They must also bear the supplier's identity, particularly their address, contact details, registration in the relevant activity register, and commercial trademark if available.

Information may be provided in more than one language, provided Arabic is included.

Page 5







Suppliers must label goods with all data required under Egyptian standards, law, or the Executive Regulations, in clear Arabic text, sufficient for their intended purpose.

Service providers must clearly display the service description, features, and schedule.

#### Article (7):

Suppliers must publicly display the prices of goods or services, inclusive of all taxes and charges, in accordance with rules issued by the Executive Regulations.

#### Article (8):

It is prohibited to withhold strategic goods from circulation by concealing, withholding, or refusing to sell them.

The Prime Minister shall issue a decree identifying such goods, the duration of restriction, and the competent authority. The decree shall be published in two widely circulated daily newspapers.

Holders of strategic goods for non-personal use must report the goods and quantities in their possession to the competent authority.

#### Article (9):

Suppliers and advertisers must avoid any deceptive practice involving:

- Nature, key features, composition, or quantity of goods.
- Source, weight, size, manufacturing method, production/expiry date, usage instructions, or warnings.
- Product features and expected results.
- Price or payment methods, including any added amounts such as taxes.
- Manufacturer or service provider identity.
- Nature, location, risks, or quality of services.







- Contract terms, after-sale services, or guarantees.
- Awards, certificates, or quality marks.
- Trademarks, logos, or related data.
- False claims of discounts.
- Available product quantities.

Additional elements may be included by the Executive Regulations.

#### Article (10):

Suppliers must provide consumers with an invoice confirming the transaction, including the supplier's tax registration number, transaction date, price, product specifications, nature, type, and quantity, plus any additional data specified by the Executive Regulations.

#### Article (11):

If no invoice is issued as per Article (10), the consumer may prove the product's specifications and contract elements by any means of evidence.

#### Article (12):

In cases where a product is reserved, the supplier must issue a reservation receipt including the product's features and any essential data required by the Executive Regulations, depending on product type.

#### Article (13):

It is prohibited to import, manufacture, distribute, or advertise products in a manner that discriminates among citizens, offends them, or breaches public order or morality.









#### Article (14):

No contest may be advertised by any means without first notifying the Agency of the required data at least three (3) days in advance.

The Agency may suspend contests or related advertisements if deemed untruthful or in violation of Article (13).

Suspension decisions shall follow the procedures under Article (57) of this law.

#### Article (15):

Advertising or contracting for the sale of real estate units or land designated for construction is prohibited without obtaining a building permit under Law No. 119 of 2008.

Contracts may not include clauses requiring the buyer to pay resale fees or commissions. Any such clause is void.

#### Article (16):

Suppliers are prohibited from visiting residential premises for sales purposes unless expressly and previously requested by the consumer, in accordance with Executive Regulations.

#### Article (17):

Consumers have the right to exchange or return goods and recover the price within 14 days of receipt, without justification or cost, and without prejudice to any better legal or contractual terms.

Exceptions include:

- Goods that, by their nature or packaging, cannot be returned.
- Perishable goods.
- Goods altered by the consumer.
- Custom-made goods per consumer specifications.
- Books, newspapers, magazines, software, and similar items.







Executive Regulations may define additional exceptions.

#### Article (18):

Suppliers must clearly display a statement of consumers' return and exchange rights as approved by the Agency.

It is prohibited to condition sales on purchasing additional goods, specific quantities, or to impose conditions contrary to commercial custom.

#### Article (19):

Suppliers must notify the Agency within seven (7) days of discovering any product defect and its potential harm.

If the defect poses health or safety risks, the supplier must immediately:

- Notify the Agency
- Suspend production or sales
- Warn consumers via media
- Repair, replace, or refund the product at no extra cost

Resuming production or sales is subject to Agency approval, and Executive Regulations define the procedures.

#### Article (20):

Suppliers are liable for product quality and compliance throughout the warranty period, including the specifications agreed upon at the time of contract.

#### Article (21):

Consumers may return or exchange goods within 30 days of receipt if defective, nonconforming, or unsuitable for their intended purpose.







Suppliers must comply without additional cost and without prejudice to better terms. Executive Regulations define related procedures and timeframes.

#### Article (22):

Suppliers must guarantee durable goods against manufacturing defects for a minimum of two (2) years from delivery.

For goods requiring installation, warranty starts from installation date (maximum 2 months post-delivery).

A receipt confirming installation must be issued.

The Prime Minister shall define durable goods by decree based on criteria in the Executive Regulations.

#### Article (23):

Warranty covers inspection, repair, original spare parts, technician travel, transport, and installation.

Suppliers must notify consumers of scheduled maintenance and issue a maintenance receipt.

If unable to repair, the supplier must replace or refund the product under Executive Regulation timelines.

#### Article (24):

If a defect recurs more than twice within the first year of delivery and significantly impairs functionality, the supplier must replace or refund the product without cost.

The Agency may reduce this timeframe based on product type.

#### Article (25):

Service providers must refund fees or re-perform services in case of deficiency, based on contract terms, service nature, or Agency decision.







#### Article (26):

Home renovation, maintenance, or installation service providers must guarantee workmanship and supplied goods for at least one (1) year.

For fraud or gross negligence, the warranty extends to three (3) years.

They must issue a pre-service receipt detailing scope and estimated cost.

Failure to issue such a receipt entitles the consumer to prove contract elements by any means.

#### Article (27):

Liability for harm caused by a product is as follows:

- **Producer** for design or manufacturing defects.
- Supplier for improper use due to failure to warn.
- **Distributor or Seller** for harm caused by preparation, storage, or display.

All suppliers share joint liability.

#### Article (28):

Any contract clause that reduces or exempts the supplier from legal obligations under this law or its Executive Regulations is null and void.

#### Article (29):

Suppliers must safeguard consumer data and may not disclose or trade it without express consent, except where legally required.

The Public Prosecutor or a delegated attorney may access data in criminal investigations. Courts may access such data in relevant legal disputes.







Part Two: Obligations of the Supplier and Advertiser

Chapter Two: Special Provisions for Certain Contracts

#### Article (30):

In the case of installment sales, the supplier must provide the consumer with an invoice or written document including the following details:

- Total sale price.
- Cash price of the product.
- Annual interest rate and total interest due over the installment period.
- Down payment amount, if any.
- The entity offering the product by installment, installment term, number of installments, and value of each installment.
- Rights and obligations of both the consumer and the supplier in case either party breaches the agreement.

#### Article (31):

The consumer has the right at any time to prepay the full remaining installment amount before its due date, with a reduction in the total amount payable equivalent to the interest applicable to the remaining period, unless otherwise agreed.

#### Article (32):

In time-share or partial ownership agreements, the consumer has the right to withdraw from the contract within fourteen (14) days from the date of signing, without giving reasons and without incurring any expenses, without prejudice to other applicable laws or decisions governing such contracts.

The provisions of this law apply to partial ownership contracts or any similar arrangements to time-sharing.







#### Article (33):

Service and maintenance centers must inform the consumer of the required maintenance or repairs, the duration, and the associated cost.

They must obtain the consumer's express approval before carrying out such work.

They must also issue an invoice showing completed maintenance and any parts replaced.

These centers are liable for the integrity of the product within the scope of the repair service, subject to the nature of the service, the contractual terms, or minimum warranty periods as defined in the Executive Regulations.

In the event of confirmed responsibility for defective repair, the center must refund the consumer or re-perform the service at no additional cost, unless the defect results from an external cause or the consumer's fault.

#### Article (34):

Suppliers must provide service, maintenance, and repair centers and original or approved spare parts for imported or locally produced durable goods.

Suppliers must notify the Agency of all approved service and maintenance centers and any subsequent changes, as defined in the Executive Regulations.

The Board of Directors of the Agency, after consulting relevant business associations, shall determine by decision the timeframe for fulfilling this obligation and may exempt certain products due to their nature or customary business practices.

#### Article (35):

When selling used goods, the supplier must inform the consumer of the product's condition and any defects, in accordance with the Executive Regulations.

In the case of used vehicle sales, the supplier must provide the consumer with a technical inspection report issued by a licensed service center, unless otherwise agreed.

The supplier and the issuing service center bear joint liability if either intentionally conceals material information that affects the sale or price, or if the omission is due to gross negligence.

Page 13







#### Article (36):

The provisions of this chapter do not apply to contracts between the consumer and supplier or advertiser in the following cases:

- Banking and financial services and capital market transactions.
- Subscription contracts for newspapers and other periodical publications.

The Executive Regulations may identify additional exemptions from the application of this chapter.

#### Article (37):

Before concluding a distance contract, the supplier must clearly and explicitly provide the consumer with the information and data necessary to make an informed decision, especially:

- Supplier's information, including name, address, telephone number, email (if available), commercial registration number, tax card number, professional affiliation (if applicable), and identification of manufacturer or importer.
- Details of the product on offer, including origin, characteristics, method of use, and any associated risks.
- Price and all additional charges, including taxes, fees, and shipping costs.
- Duration of the offer.
- Warranty provided by the supplier.
- Any after-sale services offered.
- Duration of periodic service offers, if applicable.
- Delivery date and location, and associated delivery costs.
- Conditions for withdrawal, especially the period during which the consumer may cancel the contract.





- Details of the service center and procedures for servicing the product.
- Details of the contract to be sent to the consumer if the transaction is completed.

Any other data necessary to protect the consumer's rights may be determined by the Executive Regulations.

#### Article (38):

If the consumer accepts a distance contract, their consent must be confirmed, and they must be given the right to correct or modify their order within seven working days from the date of acceptance, unless the parties agree to a longer period, in the manner specified by the Executive Regulations.

Except in exempted cases determined by a decision of the Agency's Board of Directors based on the nature of the contract or prevailing commercial practices, the supplier must send the consumer a written notice immediately upon contract conclusion. This notice must include the offer details referred to in Article (37) of this Law and all other contractual terms.

This notice may be sent via email or any other electronic means that allows for saving and storage. The notice must not contain any terms that differ from those included in the original offer provided by the supplier.

#### Article (39):

In the absence of specific provisions in this chapter, the supplier shall be bound by all the general obligations set forth under this Law in cases of distance contracting.

#### Article (40):

Without prejudice to any legal or contractual guarantees more favorable to the consumer, the consumer who concludes a distance contract has the right to withdraw from the contract within fourteen (14) days from the date of receiving the product.

In such cases, the supplier must refund the amount paid by the consumer using the same payment method, unless otherwise agreed, within seven days of the date of product return for goods, or from the date of contract conclusion for services.







The consumer shall bear the cost of shipping and product return, unless otherwise specified in the contract.

If the supplier delays delivery beyond the agreed date, or fails to deliver within thirty days in the absence of a specific agreement, the consumer may withdraw from the contract without any cost within fourteen days from the date of delay or the date of receipt—whichever is later—provided the supplier is notified.

In this case, the supplier must refund the paid amount immediately upon receiving notice of withdrawal, in accordance with the procedures and timelines mentioned above, and shall bear all return shipping and delivery expenses.

All of the above shall be governed by procedures specified in the Executive Regulations.

#### Article (41):

The consumer's right to withdraw from the contract under Article (40) of this Law shall lapse in the following cases:

- If the consumer fully utilizes the service before the withdrawal period ends.
- If the contract involves goods made to the consumer's order or according to specifications they provided.
- If the contract involves video tapes, CDs, DVDs, software, or printed materials who's packaging the consumer has opened.
- If a defect arises in the product due to improper handling by the consumer.
- In cases where withdrawal contradicts the nature of the product, prevailing commercial practices, or constitutes abuse of the withdrawal right by the consumer, as defined in the Executive Regulations.







#### Article (42):

The Consumer Protection Agency (CPA) is the body responsible for implementing the provisions of this Law. It has legal personality and is subordinate to the competent minister.

Its headquarters is located in Cairo, and it may establish branches across all governorates.

The Agency may also seek assistance from consumer protection associations in various governorates in the performance of its duties.

#### Article (43):

The Agency aims to protect and safeguard consumer interests, and to that end, it may:

- Develop plans and programs to protect and promote consumer rights.
- Promote and disseminate consumer protection awareness among citizens.
- Receive and investigate all types of complaints from consumers and associations. The Executive Regulations shall determine the response time based on product categories, with a maximum of 30 days.
- Coordinate with state authorities in implementing this Law, especially the Competition Authority, which must provide the required technical information and expertise as long as it does not conflict with other laws.
- Study suggestions and recommendations related to consumer rights and conduct relevant research.
- Coordinate and collaborate with departments handling citizen complaints across ministries and agencies and share relevant studies.
- Provide legal and technical support to NGOs concerned with consumer protection.

Page | 17

- Work with regulatory bodies to monitor markets and address any violations.
- Organize training programs for individuals involved in consumer protection.





- Enhance domestic and international cooperation and take preemptive or early warning measures to detect potential consumer harm.
- Express opinions on policies, laws, and decisions affecting consumer rights, either proactively or upon request, and relevant authorities must consult the Agency in this regard.
- File or intervene in civil lawsuits involving collective consumer interests, in accordance with applicable laws.

#### Article (44):

The Agency's resources consist of:

- Allocations from the state budget.
- Legally accepted donations, grants, and aid, provided they do not conflict with the Agency's objectives.
- International grants and aid allocated for consumer rights, as designated by the state.
- 25% of the financial settlements resulting from violations of this Law.
- Fees imposed under this Law.
- Fees from services, studies, or work performed, subject to Article (45) of this Law.

#### Article (45):

The Agency shall have an independent annual budget aligned with the state's fiscal year. Any surplus shall revert to the State Treasury.

Subject to Article (53) of this Law, the Agency shall not charge fees for complaints submitted by consumers or for related procedures.

Agency employees may not receive bonuses or incentives from fines, donations, or grants received by the Agency.

Page | 18





#### Article (46):

The President of the Agency is appointed by Republican Decree or by delegation, based on a proposal from the competent minister, which also sets their salary and allowances.

The Agency shall have a Board of Directors, chaired by the President of the Agency, and comprising:

- A full-time Deputy President with relevant expertise.
- A Deputy of the State Council, nominated by its President.
- Representatives of the ministries of Foreign Trade, Supply and Internal Trade, Finance, and Industry.
- A representative of the General Department for Supply Police.
- A representative of the National Food Safety Authority.
- One representative each from consumer associations in Upper Egypt, Greater Cairo, Lower Egypt, the Suez Canal, Red Sea, and Sinai governorates.
- A representative from the National Consumer Protection Federation.
- A representative of the Central Cooperative Union.
- Representatives of the General Federation of Chambers of Commerce and the Federation of Egyptian Industries.

The term of the Board is four years, renewable once. Its composition and the financial treatment of the Deputy and members are set by a decision from the competent minister.

#### Article (47):

The Board of Directors is the supreme governing authority of the Agency. It may take all necessary decisions to achieve the Agency's objectives and exercise its powers under this Law. It is specifically empowered to:

- Issue internal bylaws regulating operations, finances, administration, and technical affairs without being subject to standard government rules. These are approved by the competent minister.
- Accept donations, grant, and aid consistent with its mandate.







- Approve the Agency's draft budget and final accounts.
- Recommend employees to be granted judicial seizure authority (ضبطية قضائية).
- Review reports from the Agency's President on operational matters and take appropriate actions.

#### Article (48):

The Board meets at least once a month upon invitation by the President or at the request of two-thirds of its members.

Meetings are valid with the presence of at least ten members. Decisions are adopted by majority vote; in case of a tie, the President's side prevails.

Decisions take effect immediately, without further approval.

Experts may be invited to attend meetings without voting rights.

The President or any member must recuse themselves from deliberation or voting on matters in which they or a relative (up to the fourth degree) have an interest or legal conflict.

Conflict of interest procedures are detailed in the Executive Regulations.

#### Article (49):

The Agency shall have a full-time Executive Director, appointed by the competent minister upon nomination by the Board, with remuneration set by ministerial decision.

Their powers are specified in the Executive Regulations.

The appointment term is two years, renewable.

The Executive Director may attend Board meetings but has no voting rights.

#### Article (50):

The President of the Board legally represents the Agency before the courts and third parties. They implement Board decisions, manage the Agency's operations, and may delegate powers to the Deputy, Executive Director, or others.

Page | 20





In their absence or vacancy of office, the Deputy shall act as interim President.

#### Article (51):

Agency employees or other civil servants designated by the Minister of Justice upon the Board's recommendation shall have judicial seizure authority in applying this Law, Law No. 48/1941 on Fraud and Deception, and Decree-Law No. 95/1945 on Supply Affairs.

Such officers may review records at government and non-government entities and obtain all necessary documents and data.

They may enter premises where products subject to this Law are sold or stored, collect samples, and send them for testing and analysis to accredited laboratories, according to procedures defined by the relevant bylaws.

#### Article (52):

In case of disputes between consumers, suppliers, or advertisers regarding this Law, or over product replacement or refund, the matter shall be referred to the Agency, which shall issue a binding decision.

The Agency may order replacement of the product, refund of its purchase price (plus interest at the Central Bank's declared rate from the complaint date), or refund of the market value, as per rules in the Executive Regulations.

The Board may form committees to examine disputes arising from the Law's application and submit recommendations. These committees may consult experts without voting rights.

#### Article (53):

The Agency may direct parties to a complaint to conduct a technical inspection of the disputed product at an accredited laboratory or authority.

The Agency shall determine which party bears the cost of inspection or assessment.



Page 21



#### Article (54):

The supplier and advertiser must provide the Agency with all requested documents, data, or information necessary for the exercise of its powers, within the deadlines set by the Executive Regulations.

#### Article (55):

It is prohibited for Agency employees to disclose or reveal any information, data, or sources related to specific cases under this Law, which are submitted, exchanged, or examined during case investigation and decision-making.

Such information may not be used for purposes other than those for which it was originally provided.

Additionally, employees of the Agency are prohibited from working for any party under investigation for a period of two years from the date of the investigation.

#### Article (56):

If the Agency determines a violation of this Law, it shall require the violator to rectify the violation and adjust their status within a timeframe set by the Board of Directors, without prejudice to any liability arising from such violations.

If the violation results in or may result in harm to consumer health or safety, the Agency's Board of Directors may, in accordance with the Executive Regulations, suspend the service or seize the goods in question until the investigation is complete, or a judicial decision or final ruling is issued.

The Agency must take necessary steps to inform consumers of the violation.

#### Article (57):

In cases involving violations of Articles 9 and 14, the Agency may request the supplier or advertiser to correct or amend a misleading or deceptive advertisement.







If they fail to do so within three days from the date of the request—or if the product advertised poses a danger to consumer health or safety, or the advertisement violates Article 13—the Agency may take steps to temporarily suspend the advertisement for up to seven days.

In such cases, the Agency shall issue a report stating the procedures taken and their justifications and submit it to the competent public prosecution within 48 hours of the suspension.

The prosecution shall submit the report to the competent appellate misdemeanor court sitting in chambers within 24 hours, along with its opinion. The court shall issue a temporary ruling within 72 hours of submission, either affirming or revoking the suspension.

If the Agency fails to submit the report within the specified period, the suspension is considered null.

The temporary court ruling is void if the prosecution issues an order of no basis for criminal prosecution or if a final acquittal judgment is rendered.

#### Article (58):

Unless otherwise specified in this Law, the decisions issued by the Agency in application of this Law shall be final, and appeals against them shall be brought before the Administrative Court.

These appeals are exempted from the application of Law No. 7 of 2000 regarding conciliation committees in disputes involving ministries and public legal persons.

#### Article (59):

The Agency's Board of Directors may, with the majority approval of its members, settle with the accused in offenses under this Law—provided the violation did not result in injury or death of consumers and that the violation is rectified. Settlement is permitted as follows:

- Before referral to court, in exchange for a payment not less than the minimum and not exceeding one-third of the maximum fine.
- After referral to court and before a final judgment, in exchange for a payment not less than three times the minimum fine and not exceeding half of the maximum.

Settlement shall terminate the criminal case.









#### Article (60):

The Agency shall implement a program titled "Consumer's Friend", in which suppliers may voluntarily participate. Participants shall receive a certificate titled "Consumer's Friend Certificate", valid for one year prior to the application date, provided they comply with this Law and its Executive Regulations.

The Agency may revoke this certificate immediately upon confirming that the supplier has breached any of the conditions for issuance.

The Executive Regulations shall define the criteria, conditions, and fees for granting this certificate, which shall be proportionate to the supplier's business size and nature, and shall not exceed EGP 20,000 per sales unit.

#### Article (61):

Concerned parties in a complaint may obtain an official certificate of the outcome of the complaint, along with copies of related technical reports.

The Executive Regulations shall define the procedures and fees, which shall not exceed EGP 200.

#### Part Four: Consumer Protection Civil Associations

#### Article (62):

Without prejudice to the competencies of associations established under the Law on Associations for the purpose of consumer protection, the following powers may be exercised in cooperation with the Agency:

- File lawsuits or intervene on behalf of consumer groups in accordance with the relevant procedural laws.
- Conduct market surveys, price and quality comparisons, verify product data, monitor supplier pricing, and report advertisement violations to competent authorities.
- Provide information to government entities regarding consumer rights issues and suggest solutions.







- Receive, investigate, and help resolve consumer complaints in cooperation with the Agency.
- Assist harmed consumers in filing complaints and taking legal action.
- Raise public awareness of consumer rights and build databases necessary for fulfilling their roles.
- Offer consumer consultations and establish related centers in various cities and governorates.

It is prohibited for these associations or their federations to receive donations from suppliers or advertisers.

#### Part Five: Penalties

#### Article (63):

Without prejudice to harsher penalties under other laws and without affecting the right to compensation, the acts specified in the following articles shall be penalized with the stated penalties.

#### Article (64):

A fine of not less than EGP 10,000 and not more than EGP 500,000, or an amount equal to the value of the product—whichever is greater—shall be imposed on any supplier who violates Articles:

(3, 4, 5, 6, 7, 12, 14, 16, 18, 21, 35, 38, 40 [first and second paragraphs], 55, 56 [first paragraph], and the last paragraph of 62).

The same penalty applies to violations of decisions under Article 33 (first paragraph). The court may also order the closure of the offending service or maintenance center for up to six months.







#### Article (65):

A fine of not less than EGP 30,000 and not more than EGP 1,000,000, or twice the product's value—whichever is greater—shall be imposed for violations of Articles:

(10, 20, 22, 24, 25, 26, 29, 30, 31, 33 [second and third paragraphs], and 40 [third paragraph]).

#### Article (66):

A fine of not less than EGP 50,000 and not more than EGP 2,000,000, or twice the value of the product—whichever is greater—shall be imposed for violations of Articles:

(9, 13, 15 [first paragraph], 32, 34, and 56 [second paragraph]).

#### Article (67):

A fine of not less than EGP 20,000 and not more than EGP 500,000 shall be imposed on anyone who:

- Obstructs judicial officers in the performance of their duties under this Law.
- Refuses to provide the Agency with documents or data under Article 54.
- Knowingly provides the Agency with false documents or data.

#### Article (68):

Anyone who fails to implement a decision to suspend an advertisement under Article 57 shall be fined not less than EGP 50,000 and not more than EGP 1,000,000, or twice the agreed-upon advertising fee—whichever is greater.

#### Article (69):

In cases of repeat offenses, the fine imposed under the above provisions shall be doubled.







#### Article (70):

A fine of not less than EGP 50,000 and not more than EGP 2,000,000, or the value of the goods involved—whichever is greater—shall be imposed for violating Article 19.

If the violation endangers the consumer's life or causes chronic or serious illness, the penalty shall be imprisonment and a fine of not less than EGP 100,000 and not more than EGP 2,000,000, or either penalty.

#### Article (71):

Anyone who violates Article 8 shall be punished by imprisonment of not less than one year and a fine of not less than EGP 150,000 and not more than EGP 3,000,000, or the value of the goods—whichever is greater.

In case of recurrence, imprisonment shall be not less than two years and not more than five years, and the fine shall be doubled.

In all cases:

- The goods shall be seized and confiscated.
- The premises shall be closed for up to six months.
- The ruling shall be published in two widely circulated newspapers at the violator's expense.
- The court may order the revocation of the business license.

#### Article (72):

If a violation causes permanent disability or chronic illness, the penalty is imprisonment and a fine of not less than EGP 100,000 and not more than EGP 1,000,000, or the product's value—whichever is greater.

If the court applies Article 17 of the Penal Code, the imprisonment shall not be less than one year.

If the violation causes death, the penalty shall be life imprisonment and a fine of not less than EGP 200,000 and not more than EGP 2,000,000, or the product's value—whichever is greater.

Page | 27





#### Article (73):

In addition to the above penalties, the court must order the supplier to refund the value of the product to the consumer in cases where the consumer is entitled to such a refund, unless it was already paid.

Article 32 (first paragraph) of the Penal Code does not prevent the application of this refund penalty.

#### Article (74):

The person in charge of actual management of a violating legal entity shall be subject to the same penalties if it is proven they were aware of the violation and that their failure to act contributed to the crime.

The legal entity shall be jointly liable for paying fines and compensation if the violation was committed by its employee on its behalf or in its interest.

#### Article (75):

The court shall order the publication of the conviction in a daily newspaper and popular online platforms at the offender's expense.

The Agency must publish detailed information about final convictions on its official website for a period of three years.

The competent court registry shall provide official copies of such judgments to the Agency without procedures or fees.

#### Article (76):

Criminal proceedings regarding violations of Article 13 may only be initiated upon written request from the competent minister or their delegate.



## **Translation of** the Executive Regulations of the Consumer Protection Law Decree No. 822 of 2019

ترجمة اللائحة التنفيذية لقانون حماية المستهلك رقم ٨٢٢ لسنة ٢٠١٩

### 10 July 2025





#### Prime Ministerial Decision No. 822 of 2019 Concerning the Issuance of the Executive Regulations of the Consumer Protection Law Promulgated by Law No. 181 of 2018

In the name of the people President of the republic

#### Preamble

Having reviewed the Constitution;

And Law No. 58 of 1937 promulgating the Penal Code;

And Law No. 48 of 1941 on the Suppression of Fraud and Deception;

And the Decree-Law No. 95 of 1945 concerning Supply Affairs;

And the Civil Code promulgated by Law No. 131 of 1948;

And the Criminal Procedure Law promulgated by Law No. 150 of 1950;

And the Economic Courts Law promulgated by Law No. 120 of 2008;

And the National Food Safety Authority Law promulgated by Law No. 1 of 2017;

And the Law Regulating the Work of Associations and Other Institutions Working in the Field of Civil Work promulgated by Law No. 70 of 2017;

And the Consumer Protection Law promulgated by Law No. 181 of 2018;

And after seeking the opinion of the Consumer Protection Agency Board of Directors;

And based on the opinion of the State Council;

It has been decreed as follows:

Page 30



#### Article (1) – Promulgation:

The provisions of the attached Executive Regulation concerning the aforementioned Consumer Protection Law shall come into force.

#### Article (2) – Promulgation:

This decision shall be published in the Official Gazette and shall enter into force on the day following its date of publication.

#### **Executive Regulation**

Part One – Definitions

#### Article (1):

For the purposes of this Regulation, the following terms and expressions shall have the meanings assigned to each of them:

The Law: The Consumer Protection Law promulgated by Law No. 181 of 2018.

The Regulation: The Executive Regulation of the above-mentioned Consumer Protection Law.

The Agency: The Consumer Protection Agency.

The Competent Minister: The Prime Minister.

**Consumer**: Any natural or legal person to whom a product is offered to satisfy non-professional, non-occupational, or non-commercial needs, or with whom transactions or contracts are entered into for that purpose.







**Persons**: Natural persons and legal persons, including companies of all forms, economic entities, associations, unions, institutions, establishments, financial groups, and collectives of persons established in any manner, and affiliated parties consisting of two or more persons where the majority of shares or interests of one are directly or indirectly owned by another, or by a single party, or subject to actual control by another. Actual control includes any arrangement or ownership structure enabling managerial or decision-making control.

**Products**: Goods and services provided by public or private legal persons, including used goods contracted through a supplier, excluding financial and banking services regulated under the Central Bank and Banking System Law and the Law on Regulation of Non-Banking Financial Markets and Instruments.

**Supplier**: Any person engaged in commercial, industrial, professional, or artisanal activities providing a service to the consumer, or producing, manufacturing, importing, exporting, selling, leasing, offering, distributing, or marketing a product, with the intention of offering it to the consumer or contracting with them in any manner, including electronic and modern technological means.

**Advertiser**: Any person who promotes or advertises a product or service themselves or through others using any media or advertising method, including digital means. The advertiser includes the advertising requester, advertising intermediary, advertising agency, and advertising platform, in accordance with Egyptian standards for advertising requirements.

**Defect**: Any deficiency in value or utility of a product relative to its intended purpose, which deprives the consumer wholly or partially from benefiting from it. This includes deficiencies due to handling or storage errors, unless caused by the consumer.

**Distance Contracting**: The offering, selling, or purchasing of products via the internet, or other audio, visual, readable, or telecommunication means.

**Contests**: Any activity presented to the public directly or through media or other means, under any title, offering the public the hope of winning prizes in return for financial obligations of any amount.

**Deceptive Conduct**: Any act or omission by the producer or advertiser that creates a false or misleading impression for the consumer or leads to confusion or error.

**Invoice**: Any document—paper, digital, or electronic—sufficient on its own to prove a transaction or contract with the consumer for a product, including the data required under the Law and this Regulation.

**Warranty**: The supplier's commitment that the product is free from defects for a specified period, performs its function properly, and conforms to its specifications, at no cost to the







consumer.

**Expected Lifetime**: The period during which the supplier shall provide after-sales service suited to the nature of the product, including maintenance and spare parts.

**Inclusive Price**: The total amount payable by the consumer for the product, including any applicable taxes, fees, or other financial charges.

Part Two – Obligations of Suppliers and Advertisers

Chapter One – General Obligations

#### Article (2):

The supplier shall comply with health, safety, and quality standards for its products in accordance with Egyptian standard specifications, or in their absence, internationally recognized standards adopted in Egypt, depending on the nature of the product.

#### Article (3):

The supplier must clearly inform the consumer of all essential data regarding the products, especially the source, ingredients, features, characteristics, method of use (if specific), expected results, total price, and payment method.

The information must be provided by accessible means suitable for the consumer's awareness.

#### Article (4):

The supplier shall ensure that all advertisements, data, information, documents, invoices, receipts, and contracts—including electronic documents—are written in Arabic in a legible font. The supplier must also include identification details, in particular:

- Name and surname, address or chosen domicile in Egypt (for foreigners), phone numbers, and other contact details.
- Commercial registration number.







- Trademark, if applicable.
- For legal entities: the name and address of the main office, contact numbers, and branch addresses if transactions occur through them.

#### Article (5):

The supplier shall affix the product with all mandatory information as required by Egyptian standards, the Law, or this Regulation in a clearly legible manner, observing the following:

- Information must be in Arabic; additional languages may be used, provided Arabic is ٠ included.
- The information must be non-removable.
- Information should be on the product itself; if not feasible, it may be on attached tags or packaging that are hard to detach.
- No misleading or deceptive data may be included.

#### Article (6):

The supplier must indicate the following on the products:

- Product name.
- Country of origin.
- Manufacturer/importer name, trade name, address, and trademark (if any).
- Production date.
- Expiry date, where applicable.
- Storage and handling instructions.
- Type, characteristics, dimensions, weight, and ingredients.
- Warranty period (if applicable).
- Expected lifetime.







If the product may endanger health or safety, instructions on correct usage, prevention, and remedies must also be included.

#### Article (7):

The supplier shall clearly display the inclusive price of the product on the product itself, its packaging, or via a price label on the product or its display unit, depending on the nature of the product.

The service provider shall clearly declare the service details, characteristics, timing, and inclusive price at the place of service delivery.

#### Article (8):

The supplier or advertiser shall avoid any deceptive conduct, particularly in relation to:

- The nature, essential characteristics, or composition of the product.
- The product's origin, weight, size, manufacturing method, production date, expiry date, usage conditions, or warnings.
- The product's qualities and expected results.
- Price, payment method, or additional charges (e.g., taxes).
- The entity producing the product or providing the service.
- Type, location, warnings, or essential qualities of the service.
- Contract terms, procedures, after-sales services, or warranties.
- Awards, certifications, or quality marks obtained.
- Trademarks, data, or logos.
- False discount claims.
- Available product quantities.
- Claimed consumer rights.





- Product availability.
- Advertising contests without disclosing the Consumer Protection Agency's notification number and date.
- Advertising products requiring official authorization without obtaining such authorization.

#### Article (9):

The supplier must provide the consumer with an invoice proving the transaction or contract, without imposing any extra charges, and containing the following:

- Supplier's name, trade name, commercial registration number, and tax ID.
- Transaction or contract date.
- Inclusive price.
- Product type, nature, and specifications.
- Product condition (if used).
- Quantity (by number or weight).
- Delivery date (if delayed).
- Supplier's or legal representative's signature or stamp.
- Return and exchange periods, and contact method with the Agency.
- Expected lifetime (if applicable).
- Warranty duration (if applicable).

For products priced under ten Egyptian pounds, a simplified invoice with supplier name, transaction date, inclusive price, and product type suffices, provided the total value of the invoice does not exceed 200 EGP.





# Article (10):

If a product is reserved through prior agreement with the consumer, the supplier must issue a reservation receipt containing:

- Supplier's name, trade name, commercial registration number, and tax ID.
- Reservation date.
- Inclusive product price.
- Product type, features, and specifications.
- Delivery date and location.
- Supplier's or legal representative's signature or stamp.

The supplier and consumer may agree on cancellation or withdrawal procedures.

## Article (11):

Contests may not be advertised through any medium without notifying the Consumer Protection Agency at least three days in advance using the form prepared by the Agency. This notice must include:

- Notifier's name, capacity, nationality, address, chosen domicile in Egypt, phone number, and other contact details.
- Name and address of the contest organizer.
- Description of the contest mechanism, terms, procedure, target audience, participation method, duration, prizes, prize announcement date and location, and selection method ensuring equal opportunity.
- A digital copy (e.g., CD) of the advertisement.
- A copy of the official license, if required by law.

The supplier must include the notification number and date in the advertisement and submit winners' names and information to the Agency within fifteen days of the results announcement.







The Agency may suspend the contest or related advertisements if deemed untruthful, misleading, discriminatory, offensive, or contrary to public order or morality, according to Article (57) of the Law.

### Article (12):

Suppliers are prohibited from visiting residential premises to promote or sell products without prior explicit consumer consent.

Explicit consent includes the consumer's approval through phone, electronic communication, or other contact means.

### Article (13):

The consumer has the right to exchange or return a product and obtain a refund within fourteen (14) days of receiving it, without justification or cost. This right is without prejudice to more favorable legal or contractual guarantees. The Agency may prescribe shorter periods depending on product nature.

Exceptions where exchange or return is not permitted include:

- If the product's nature, packaging, or characteristics prevent return or restoration to original state.
- Perishable goods.
- Products altered by the consumer.
- Custom-made products as per consumer specifications.
- Books, newspapers, magazines, software, and similar.
- Jewelry and similar high-value personal items.
- Intimate apparel or bridal wear if packaging is opened.







## Article (14):

The supplier must visibly post an official Consumer Protection Agency notice displaying:

- The consumer's right to return or exchange products within 14 days without cause, or within 30 days if defective.
- How to file a complaint and contact the Agency.
- The commercial registration number and issuing office.

It is prohibited for the supplier to condition product sale on unreasonable requirements such as buying additional products, minimum quantities, or other non-standard commercial practices.

## Article (15):

The supplier must notify the Agency within seven (7) days of discovering or learning of any product defect and its potential risks.

If the defect may harm consumer health or safety, the supplier must notify the Agency immediately, cease production or sales of the defective product, and warn consumers not to use it via newspapers, websites, TV, radio, or direct contact if feasible.

The notification must be submitted using the Agency's designated form and include:

- Informant's name, capacity, nationality, address, chosen domicile in Egypt, phone number, and, if applicable, power of attorney.
- Details of the defective product(s).
- Manufacturer's name and address.
- Importer's name and address (if applicable).
- Date of defect discovery.
- Technical identification of the defect.
- Potential damages and mitigation or remedy procedures.
- Supplier's proposed corrective measures (exchange, repair, or refund at no cost).







• Supplier's sales points and service centers, preferably geo-tagged on Egypt's electronic map.

The supplier must recall the defective product and either fully or partially modify it to remove the defect or refund its value, at no additional cost to the consumer.

The supplier may request to resume production or sale upon submission of proof of correction. The Agency shall respond within three (3) business days.

### Article (16):

The consumer has the right within thirty (30) days of receiving a product to return or exchange it and recover its price if it is defective or fails to meet agreed specifications or intended purpose.

The consumer must contact the supplier (vendor, distributor, or guarantor) using the same method as the purchase, explaining the defect or mismatch.

The supplier must honor the consumer's request within one week, either by exchange or refund via the original payment method, without additional charges.

In case of a dispute over defect or compliance, the consumer may file a complaint with the Agency, which will investigate and issue a binding decision.

#### Article (17):

The supplier must guarantee durable goods against manufacturing defects for a minimum of two (2) years from the date of delivery to the consumer, without prejudice to any more favorable legal or contractual warranties.

The Prime Minister, upon the Minister of Industry's recommendation, shall determine which goods are considered durable, provided they customarily have an expected lifespan exceeding two years.

For products requiring installation or operation by the supplier, the warranty period starts from the actual installation or operation date, with a maximum grace period of two months from delivery. The supplier must provide the consumer with a receipt indicating the actual operation date.







## Article (18):

The warranty shall include the following:

- Inspection, examination, repairs, and provision of original spare parts.
- Travel expenses of technicians and transportation of the product, when necessary for repairs, from the consumer's location to the company or service center and back after repair, including installation and operational startup costs.

If the supplier fails to repair the product within thirty (30) days for vehicles, or twenty-one (21) days for other goods—whether due to inability to repair or unavailability of spare parts—the supplier shall replace the product with a new one of the same type and specifications or refund its value.

The warranty shall not extend to defects or malfunctions caused by misuse or noncompliance with technical instructions or operational requirements of the product.

## Article (19):

The supplier shall replace the product with a new one of the same type and specifications or refund its value to the consumer without any cost if the same defect occurs more than twice within the first year of the consumer's receipt of the product, and such defect materially affects the functional quality of the product according to its nature and commercial practice.

### Article (20):

The provider of finishing, maintenance, or home installation services shall, at the time of contract and before commencing the agreed works, issue a receipt to the consumer stating the following:

- Supplier's information and commercial registration.
- Date of contract.
- Specifications of the agreed works.
- Estimated cost.
- Estimated completion date.
- Any additional items deemed necessary by either party, depending on the nature of the product and commercial custom.

Page | 41





If the value of the agreed works is less than EGP 1,000, it suffices to record the supplier's name, date, total cost, and description of agreed works.

If the supplier fails to issue such a receipt, the consumer shall be entitled to prove the contract terms by any means of evidence.

### Article (21):

Authorized service and maintenance centers must inform the consumer of the required maintenance and repair works, estimated duration, and cost. They must obtain the consumer's explicit approval prior to commencing such works.

They must also issue an invoice stating the completed works and any parts replaced.

These centers guarantee the safety of the product within the scope of the repair service based on the nature of service, contractual terms, and commercial custom, with a minimum guarantee of six (6) months from the date of repair.

If the center is found liable for a faulty repair, it must refund the service fee or re-perform the service at no additional cost to the consumer, unless the defect was due to an external cause or the consumer's fault.

## Chapter Two- Special Provisions for Certain Contracts

### Article (22):

Suppliers must provide service, maintenance, and repair centers and ensure the availability of original or approved spare parts for imported or locally manufactured goods.

Suppliers must notify the Consumer Protection Agency of their authorized service centers, any new centers, or any changes to such centers within one (1) month of such change, using the designated form provided by the Agency. The notification must include:

- Supplier's name, information, and commercial registration number.
- License issued by the competent authority approving the service center.
- Type of service and the products it covers.





- Center location with geolocation on the digital map of Egypt, where possible.
- Operating hours of the service center.

The Board of Directors of the Agency shall determine, by resolution and after consulting the relevant business federations, the period for compliance with this obligation and may exempt certain goods based on their nature or commercial customs.

### Article (23):

Suppliers of used goods must provide adequate information about the condition of the goods, any defects, and the extent of necessary repairs before use, in a manner that does not create a false or misleading impression for the consumer or cause confusion or misunderstanding.

### Chapter Three– Distance Contracting

### Article (24):

The provisions of this Chapter shall not apply to contracts concluded between the consumer and the supplier or advertiser, as the case may be, in the following instances:

- Banking and financial services and services related to capital market trading.
- Subscriptions to newspapers and other periodicals.
- Airline, railway, or other transportation reservations.
- Hotel reservations.

### Article (25):

Where the consumer accepts a distance contract, the supplier must confirm this acceptance, and the consumer shall have the right to correct or modify their order within seven (7) working days from the date of acceptance, using the same method through which they expressed interest in the purchase, unless a longer period is agreed upon.







This does not apply if the consumer has already received the product, or if the contract relates to a specifically imported or custom-manufactured product.

Any correction or modification must be done using the same contracting method and manner.

In all cases, the supplier must maintain a complete and accurate record of all purchase transactions.

### Article (26):

The consumer's right to withdraw from a distance contract without cause within fourteen (14) days of receiving the product shall not apply in the following cases:

- Full use of the service before the expiry of the withdrawal period.
- Custom-made goods or products made to consumer specifications.
- Video tapes, CDs, DVDs, software, or printed material where packaging has been unsealed.
- Damage caused to the product due to consumer mishandling.
- When withdrawal is inconsistent with the nature of the product, contradicts commercial custom, or constitutes abusive use of the withdrawal right, such as with perishable goods, cosmetics, or jewelry.



Page 44



# Part Three – Consumer Protection Agency

### Article (27):

The Agency shall be managed by a Board of Directors as per Article (46) of the Law. The Chairperson of the Board shall nominate representatives from consumer protection associations after consulting the General Federation of NGOs and Social Institutions.

Nominations must be made using the Agency's designated form and must be accompanied by:

- The association's Board approval of the nominated member.
- A certified report of the association's activities over the past three years, verified by the Ministry of Social Solidarity, showing that the general assembly comprises **at least 200 members**.

### Article (28):

The Board of Directors is the supreme authority over the Agency and may take all decisions necessary to achieve its objectives. In particular, it shall:

- Approve consumer rights policies and strategies.
- Issue internal regulations for operations, staffing, finances, and administration, without being bound by governmental systems.
- Approve the organizational structure aligned with the Agency's activities.
- Approve the annual budget and financial statements.
- Accept donations, grants, and support in accordance with the law.
- Form dispute resolution committees between consumers and suppliers or advertisers.
- Propose staff members for judicial enforcement powers.
- Set fees for services and studies.
- Provide opinions on draft laws related to consumer rights.









- Nominate the Executive Director.
- Review reports submitted by the Chairperson.
- Review matters referred by the Chairperson or Minister.

### Article (29):

The Board of Directors shall convene at least once per month upon the invitation of its Chairperson, and whenever necessary. The Board may also convene upon the request of two-thirds of its members.

Meetings shall be valid with the presence of at least ten (10) members. Decisions shall be adopted by majority vote of those present. In the case of a tie, the Chairperson shall cast the deciding vote. Decisions of the Board shall be effective without need for ratification or further approval.

The Board may invite experts or specialists to attend its meetings without voting rights.

Neither the Chairperson nor any Board member may participate in deliberations or voting in any matter in which they, their representatives, or any of their relatives up to the fourth degree have an interest or a dispute with one of the involved parties or have represented any party involved in the matter.

Board members must disclose in writing any such conflict before deliberation or voting. This disclosure must be submitted to the Chairperson of the meeting, who shall sign a copy acknowledging receipt.

If a member is found to have voted on a matter in violation of the above without disclosure, the case shall be referred to the competent Minister for a decision on whether to retain or remove the member from the Board—without prejudice to any criminal liability.

The minutes of each Board meeting must be recorded promptly in a dedicated register and signed by both the Chairperson and the Secretary.

### Article (30):

The Board of Directors may assign one of its members, or form a committee from among its members, to undertake a specific task or supervise a particular activity of the Agency.

The assigned member or committee shall prepare a report on the subject matter of the assignment for submission to the Board.







### Article (31):

The Agency shall have a full-time Executive Director, appointed by the competent Minister based on the nomination of the Board of Directors. The Executive Director's term shall be two years, renewable. He/she shall attend Board meetings without voting rights.

The Executive Director shall supervise the implementation of the Board's plans and shall be assisted by a sufficient number of experts, technicians, and administrators in line with the Agency's organizational structure. He/she shall be accountable to the Board and the Chairperson for technical, administrative, and financial performance. In particular, he/she shall:

- Exercise financial and administrative supervision over the Agency and strive to achieve its goals.
- Prepare periodic activity reports for submission to the Chairperson.
- Supervise the complaints system, monitor performance, and propose improvements; submit related reports to the Chairperson.
- Notify violators of the law to rectify their status and remove violations; coordinate with the relevant authorities.
- Submit proposals and recommendations relating to the consumer system to the Chairperson.
- Present reports on coordination with ministries and relevant bodies concerning the Agency's areas of work to the Chairperson and monitor implementation.
- Perform any other duties assigned by the Chairperson.

In the absence of the Executive Director, the Chairperson may delegate any of these responsibilities to a qualified Agency staff member.



Page 47



### Part Four – Complaint Procedures

### Article (32):

Consumers and Consumer Protection Associations may submit complaints to the Agency regarding any violation of the Law or these Regulations. The Agency shall not charge any fees for processing complaints.

The procedures for reviewing and responding to a complaint shall not exceed thirty (30) days from the date of registration.

### Article (33):

Complaints may be submitted through the following means:

- Phone calls
- Mail
- The Agency's website
- Direct submission to any of the Agency's branches
- Any other method specified by the Agency

Each complaint must be accompanied by the following information and documents:

- Complainant's name, address, phone number, national ID number, and interest in the complaint.
- Name, address, or website (as applicable) of the party against whom the complaint is made, along with the nature of their business.
- Product details, full price, and supporting documents (such as invoice, warranty, or any documents proving a relationship with the supplier).
- Subject of the complaint.

The consumer may submit any additional data or documents to support their case.







The Agency may accept complaints by any method deemed appropriate to ensure effective consumer protection.

### Article (34):

The Agency shall review complaints to verify completeness of required data and documentation. Valid complaints shall be registered with a serial number in the Agency's electronic system and referred to the relevant department for investigation.

All actions taken shall be documented, including date of receipt, actions taken, and resulting decisions.

Complaints that concern consumer health or safety shall be referred directly to the Chairperson or Executive Director for appropriate action.

### Article (35):

The Executive Director shall submit a weekly report to the Chairperson detailing the status of complaints and the actions taken.

The Chairperson shall then present a report to the Board of Directors at its next meeting, outlining decisions made regarding the complaints.

The Chairperson may also publish a monthly report on the Agency's website and in its offices, disclosing:

- The number and types of complaints
- Legal actions taken against violators
- Decisions issued by the Board
- Statistical summary of resolved complaints







# Part Five – Judicial Enforcement (ضبطية قضائية)

## Article (36):

Without prejudice to Law No. 48 of 1941 on Suppression of Fraud and Deception and Decree-Law No. 95 of 1945 concerning supply affairs, judicial enforcement powers shall be granted to:

- Staff of the Consumer Protection Agency
- Other civil servants designated by the Minister of Justice, upon recommendation of the Board

Such powers shall apply to the enforcement of:

- This Law
- Law No. 48 of 1941
- Decree-Law No. 95 of 1945

### Article (37):

Agency staff with judicial enforcement powers must carry an identification card stating their authority and the area of jurisdiction.

They must disclose their identity and present credentials upon request.

They are authorized to:

- 1. Access records, registers, and documents held by any public or private entity to obtain necessary data for examining complaints.
- 2. Enter any sales outlet or storage facility of products covered under this Law and relevant legislation, collect product samples for inspection and analysis—provided they obtain a written authorization from the Executive Director, Deputy Chairperson, or Chairperson, specifying date, validity period, and names of inspectors. They may request support from law enforcement if needed.
- 3. Conduct preliminary investigations regarding any violation of the Law.







### Article (38):

When collecting samples, enforcement officers must summon the business owner or manager upon entering the premises and request documentation proving the product's origin.

This documentation shall be recorded in the sample collection report and attached after verification against originals.

If documents are not provided, the product shall be seized, and a report shall be drafted, while sample collection continues as required.

All procedures must comply with relevant laws, decisions, and Egyptian Standard Specifications for sample collection.

#### Article (39):

The sample collection report shall be prepared in the presence of the business owner or manager and must include:

- Date, time, and location of report drafting
- Name and position of the officer
- Details of the business representative present
- Site inspection findings
- Supporting documentation for product origin
- Steps taken to collect samples, including method, transportation, and quantity
- Product labeling details
- Signature of the business representative or a note of refusal to sign







## Article (40):

The enforcement officer's report shall be limited to documenting facts, documents, and statements without legal characterization.

The report must include:

- Date, time, and place of the report
- Name and position of the officer
- Name and position of the business representative
- Factual findings and supporting evidence
- Signature of the business representative, or a note of refusal
- Officer's signature

All reports shall be registered in a special log in chronological order, indicating:

- Report number
- Officer's name
- Nature of violation
- Identity of the reported party

## Part Six: Dispute Examination and Certificate Issuance

## Article (41):

In cases where a dispute arises between the supplier, consumer, or advertiser regarding the application of the provisions of the law, or regarding the consumer's right to a product replacement or refund pursuant to the provisions of the law and these regulations, the matter shall be referred to the Consumer Protection Agency, which shall issue a binding decision.

The Agency may issue a decision to replace the product or refund its purchase price.







If replacement with an identical product is not possible and the price of the disputed product has increased above the market price at the time of the complaint, the complainant may submit a request to recover the product at the market price, or to add a return equivalent to the interest rate announced by the Central Bank of Egypt at the time of complaint submission. This shall be assessed in light of the product's nature, contractual terms, and commercial customs, and in accordance with the rules and procedures defined by the Agency's Board of Directors.

If the violation has caused or is likely to cause harm to the consumer's health or safety, the matter shall be escalated to the Chairperson of the Agency, who shall take the necessary steps to verify whether the product has caused such harm. The Chairperson may assign specialized committees for investigation and examination.

The matter shall be submitted urgently to the Agency's Board of Directors, which may issue a decision to suspend the provision of the service or to seize the violating goods until the investigation is concluded or a judicial ruling is issued. The violator and concerned authorities shall be notified of the suspension decision.

The Agency shall take appropriate measures to warn and inform consumers about the violation at the violator's expense.

The Agency may also publish its decisions against violators in cases of repeated offenses, in order to raise awareness and caution among consumers.

### Article (42):

Suppliers and advertisers are obligated to provide the Agency with any information, documents, or records it requests to perform its duties. If the matter concerns the consumer's health or safety, the information must be provided immediately upon the supplier's awareness of the request. In all other cases, the supplier must respond within seven (7) days from the date of notification.

### Article (43):

The Agency may coordinate with relevant state authorities to enforce the provisions of the law and these regulations, without prejudice to the application of other laws. These authorities must provide the requested data, information, or technical advice relevant to matters under review by the Agency within fifteen (15) days of the request.







## Article (44):

Interested parties in any complaint have the right to obtain an official certificate reflecting the outcome of the complaint process, as well as copies of any relevant technical reports.

A fee of EGP 200 shall be charged for the issuance of the certificate.

The party concerned shall submit a request to the Executive Director of the Agency, or their delegate, specifying the purpose and recipient of the certificate and attaching proof of payment of the prescribed fee.

## Article (45):

The Agency shall establish a program called "Consumer's Friend", which aims to educate suppliers about their rights and obligations under the law and these regulations.

Participation is voluntary and based on the supplier's request by filling out the official form prepared by the Agency. The form shall include:

- The supplier's full name, nationality, address, chosen domicile in Egypt, type of legal entity (company type), commercial registration number, and tax ID number.
- The nature of business and a list of the products involved.
- Date of application submission.
- All administrative headquarters, branches, and maintenance centers, along with their working hours.
- A designated phone number for consumer inquiries.
- A liaison officer with their contact details.
- The supplier's business locations and service centers, preferably with electronic map coordinates within Egypt.

The Agency shall issue a "Consumer's Friend Certificate" to suppliers who meet the following conditions:

- Compliance with the law and its executive regulations.
- Demonstrated responsiveness and efficiency in resolving consumer complaints, as reflected by the resolution rate and response times during the year prior to application.







- Adoption of customer service policies, corporate social responsibility initiatives, consumer education, and communication mechanisms.
- Implementation of policies that enhance the consumer protection system.

The certificate is issued for a single sales unit of the supplier and is valid for one (1) year.

More than one certificate may be issued for different sales units upon request. The certificate may not be used in other sales units or in advertising outside the certified unit unless authorized by the Agency.

The certificate issuance fee shall be determined based on the supplier's business size and activity, as follows:

- EGP 1,000 if paid-up capital (per commercial registry) or product value is less than EGP 100,000.
- EGP 2,000 if capital or product value is between EGP 100,000 and less than EGP 500,000.
- EGP 3,000 if capital or product value is between EGP 500,000 and less than EGP 2 million.
- EGP 5,000 if capital or product value is between EGP 2 million and less than EGP 10 million.
- EGP 10,000 if capital or product value is EGP 10 million or more.
- For distance selling companies, the certificate fee is EGP 10,000.

The Agency reserves the right to revoke the certificate at any time if the supplier violates any of the conditions for its issuance.

The Agency shall publicly announce on its website and through other communication channels:

- The names of certified suppliers.
- The names of suppliers whose certificates have been revoked.



