

Federal Consumer Protection Law

Mexico 2009



Federal Consumer Protection Law

English translation from *Ley Federal de Protección al Consumidor*, by Ana Carmen Delgado Rosas

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Federal Consumer Protection Law

Mexico



Chapter I

General provisions

I, **Carlos Salinas de Gortari**, Constitutional President of the United Mexican States, hereby inform to its inhabitants:

That the H. Federal Congress has referred to me the following

DECREE

THE CONGRESS OF THE UNITED MEXICAN STATES, ENACTS THE:

FEDERAL CONSUMER PROTECTION LAW

Chapter I

General provisions

ARTICLE 1. This Law is of public order, intended to render a social benefit, and shall be observed in all of the Mexican Republic. Its provisions cannot be waived, and no customs, uses, practices, covenants or stipulations to the contrary shall be asserted against the observance hereof.

The purpose of this Law is to promote and protect the rights and culture of consumers, and to seek fairness, assurance, and legal certainty in relations between suppliers and consumers.

The basic principles of consumption relationships are:

I. To protect the life, health and safety of consumers against risks caused by

products, practices to supply products, and services considered as dangerous or harmful;

II. To educate and disseminate information on the adequate consumption of products and services that guarantee the freedom of choice and fairness in the contracting thereof;

III. To provide clear and adequate information on different products and services, with accurate specifications on their quantity, characteristics, composition, quality, and price, as well as on any risks they represent;

IV. To effectively prevent and redress property damages and non-pecuniary damages, either individually or collectively;

V. To have access to the administrative agencies in order to prevent property damages and non-pecuniary damages, individually or collectively, thus guaranteeing a legal, economic, administrative, and technical protection to consumers;

VI. To provide both information and help to consumers in order to defend their rights;

VII. To protect against deceptive and unfair advertising, coercive, and unjust trade methods, as well as against unfair or imposed practices and clauses, upon supplying products and services.

VIII. To protect consumers actually and effectively in transactions made through conventional, electronic, or optical means, or through any other technology, and the adequate use of the data furnished thereby, and

IX. To respect the rights and obligations derived from consumption relationships, and to provide measures to guarantee the effectiveness and observance thereof.

The rights provided for in this Law do not exclude other rights derived from treaties or international conventions wherein Mexico is a signatory; from ordinary internal legislation; from regulations issued by the administrative authorities with competent jurisdiction, and those derived from general principles of law, analogy, customs, and equity.

ARTICLE 2. For the purposes of this Law, the following shall mean:

I. Consumer: individual or legal entity that acquires, trades, or enjoys goods, products or services as the ultimate beneficiary. A consumer shall also be understood as the individual or legal entity that acquires, stores, uses, or consumes goods or services in order to incorporate them into processes of production, manufacture, marketing, or to render services to third parties, only in the cases set forth by Articles 99 and 117 of this Law.

With respect to legal entities that acquire goods or services to incorporate them into processes of production or to render services to third parties, they may only exercise the actions set out in the aforesaid provisions whenever they have been authorized to act as micro-businesses or micro-industry enterprises within the meaning of the Law to Foster Competitiveness of Micro, Small and Midsize Businesses (*Ley para el Desarrollo de la Competitividad de la Micro, Pequeña y Mediana Empresa*) and of the Federal Law to Promote Micro-Industry and Craft Activities (*Ley Federal para el Fomento de la Microindustria y la Actividad Artesanal*), respectively, and pursuant to the requirements set forth in the Regulations hereto;

II. Supplier: individual or legal entity that customarily or periodically offers, distributes, sells, leases, or grants the use or enjoyment of goods, products, and services;

III. Ministry: the Ministry of Economy (Secretaría de Economía), and

IV. Agency: the Consumer Protection

Federal Agency (Procuraduría Federal del Consumidor).

ARTICLE 3. In the absence of specific jurisdiction of a given government office or government office of the federal public administration, the Ministry of Economy (Secretaría de Economía) shall be entrusted to issue the Mexican Official Standards set forth by law, and the Agency shall be entrusted to surveil that the provisions of the selfsame law are duly observed, and to penalize its nonobservance.

ARTICLE 4. The federal, state, and municipal authorities shall collaborate to apply and surveil the observance of this Law.

ARTICLE 5. Services rendered by reason of a labor or contractual relationship; professional services which do not have a commercial nature, and services rendered by credit bureaus have been exempted from the provisions of this Law.

Likewise, services governed by financial laws rendered by Institutions and Organizations which supervision or surveillance has been entrusted to the National Banking and Securities Commission (Comisión Nacional Bancaria y de Valores), the National Commission of Insurance and Bonds (Comisión Nacional de Seguros y Fianzas), the National Pension Fund System (Sistema de Ahorro para el Retiro) or any regulating or supervisory office, or to an office of protection and defense subordinated

to the Ministry of Finance and Public Credit (Secretaría de Hacienda y Crédito Público) have been excluded.

ARTICLE 6. Both suppliers and consumers shall be bound to comply with the provisions of this Law. Entities of the federal, state and municipal public administration and entities of the government for the Federal District are bound to observe this Law, when acting in their capacity as suppliers or consumers.

ARTICLE 7. Any supplier is bound to inform and respect the prices, fees, warranties, amounts, qualities, measurements, interests, charges, terms and conditions, time periods, dates, modalities, reservations, and other conditions which such supplier has offered, assumed, or agreed upon with the consumer regarding the delivery of a good or the rendering of a service, and under no circumstance can these goods or services be denied to any person.

ARTICLE 7 bis. The supplier is bound to exhibit in a prominent manner the total amount to be paid for the goods, products, or services such supplier offers to consumers.

ARTICLE 8. The Agency shall verify that the maximum prices established under the Economic Competition Federal Law (*Ley Federal de Competencia Económica*) are respected, as well as the prices and fees that may be determined by the authorities with competent jurisdiction, as set forth in other provisions.

The suppliers are bound to respect the maximum price and the fees established under the preceding paragraph.

ARTICLE 8 bis. The Agency shall prepare information, guidance and education material for consumers, and shall agree with suppliers the disclosure of such material in the pertinent places or premises.

The Agency shall establish offices or systems to offer help and guidance to consumers in a manner proportional to the business volume, the number of commercial premises and business transactions, the season of the year, and pursuant to its programs and means, and the Agency shall be provided with all the means to do so.

ARTICLE 9. The suppliers of goods or services shall incur in administrative liability due to acts of their own that infringe the rights of consumers, and due to acts of their collaborators, subordinates, and all kinds of security guards, police officers or staff assistants that render services to them, notwithstanding the personal liability incurred by the infringer.

ARTICLE 10. Any supplier of goods or services shall be prohibited from carrying out actions that infringe the personal freedom, safety or integrity of consumers under pretext of a search or investigation. If a person is caught while the crime is being committed, the suppliers, their agents or employees shall limit themselves to put the

alleged infringer at the disposal of the authorities with competent jurisdiction, on their own responsibility. The infringement to this provision shall be penalized in accordance to this Law, notwithstanding the redress of non-pecuniary damages and the indemnity of the damages caused in case the crime attributed is not proven.

The suppliers may not apply coercive and unjust trade methods or practices, nor unfair clauses or conditions, nor impose them in order to supply products or services. Likewise, they cannot render additional services other than the services originally contracted, and which were not expressly requested or accepted either in written or electronically by the consumer.

ARTICLE 11. The consumer that, upon acquiring a good, delivers an amount as deposit for the container or packaging of such good shall be entitled to recover, upon its return, the total amount disbursed in reason thereof.

ARTICLE 12. Without prejudice to the provisions of the tax legislation, the supplier is bound to deliver to the consumer the invoice, receipt, or voucher containing the specific data of the purchase made, service rendered or transaction carried out.

ARTICLE 13. The Agency shall verify, through visits, information or documentation requirements, monitoring or any other means, the observance of this

Law. For purposes of this provision, the suppliers, their representatives, or their employees are bound to allow the personnel authorized by the Agency to access the place or places subject-matter of the verification.

Authorities, suppliers, and consumers are bound to provide to the Agency, within a term not to exceed fifteen days, the information or documentation necessary, as required, to discharge its duties, as well as to substantiate the proceedings set forth in this Law, except when it is proven that the information requested is strictly for internal use or bears no relation to the proceeding in question. Said term may be extended only once.

ARTICLE 14. The term for the rights and obligations set forth in this Law shall be subject to a one year statute of limitations, except for other terms provided for in this Law.

ARTICLE 15. Whenever a collection is made charging directly a credit or debit account, or a similar account of the consumer, the charge shall not be made until the good has been delivered or the service has been rendered, except when the consumer has given express consent to carry them out later.

ARTICLE 16. Suppliers and companies which use information on consumers for marketing or advertising purposes are bound to inform, free of charge, to any person that requests so, if said supplier or company keeps any information

on such person. If such information exists, it shall be made available to such person or his representative upon request, as well as a report on which information has been shared with third parties, the identity of such third parties as well as the recommendations said supplier or company made. The answer to each request shall be given within thirty days following its submission. In case the information of a consumer is ambiguous or inaccurate, the consumer shall draw the attention of the supplier or the company to this regard, and the latter shall make the corrections that the consumer indicated with good reason and inform the corrections to the third parties to which such information has been delivered.

For purposes of this Law, marketing or advertising purposes shall be understood as the offering and promotion of goods, products or services to consumers.

ARTICLE 17. Advertising materials sent to consumers shall contain the name, address, phone and, in absence thereof, the electronic address of the supplier, of the company, if any, that sends the advertising in the name of the supplier, and of the Agency.

The consumer may demand directly from specific suppliers and from companies that use information on consumers with marketing or advertising purposes, not to be bothered in his address, workplace, and electronic address or through any other means to be offered goods, products or services, as well as to send no advertising. Like-

wise, the consumer may demand at all times from suppliers and companies which use information on consumers with marketing or advertising purposes, not to assign or transfer his information to third parties, except when such assignment or transfer is determined by a judicial authority.

ARTICLE 18. If applicable, the Agency may keep a public registry of consumers who do not wish that their information be used for marketing or advertising purposes. Consumers may inform the Agency either in written or via electronic mail their request to be registered in such registry, which shall be free of charge.

ARTICLE 18 bis. Suppliers and companies that use information on consumers with marketing or advertising purposes, and their clients are prohibited to use the information regarding consumers for purposes other than marketing or advertising purposes, and to send advertising to consumers that have expressly stated their volition not to receive it, or who are registered in the registry mentioned in the preceding article. The suppliers who are the purpose of the advertising shall be jointly responsible for handling the information of consumers when such advertising is sent through third parties.





Chapter II
Authorities

Authorities

ARTICLE 19. The Ministry shall establish a consumer protection policy, which constitutes one of the social and economic instruments of the State in order to favor and promote the interests and rights of consumers. The foregoing shall be made by adopting measures seeking the best operation of markets and the economic growth of the country.

The Ministry has been empowered to issue the Mexican Official Standards and Mexican Standards with respect to:

- I.** Products that shall state the elements, substances or ingredients used in their manufacture or incorporated into them, as well as their properties, characteristics, expiration dates, net contents, and/or drained weight, as well as other pertinent data, in the containers, packaging, wrappers, labels or advertising, including the terms and conditions of the instructions and warnings to regularly use and preserve them;
- II.** The tolerance admitted regarding weight and contents of products offered in containers or packaging, as well as the tolerance regarding the distribution and handling of liquefied petroleum gas;
- III.** The manner and terms in which

the mandatory information concerning the products indicated in the preceding subsections shall be incorporated into them;

IV. The information requirements to which the warranties of products and services shall be subject to, except when subject to the inspection or surveillance of another government office of the federal public administration, in which case said office shall exercise such authority;

V. The requirements to be met by the systems and practices to market goods;

VI. The products that shall observe special requirements to show the recommended retail price of the products, whichever they may be, in their containers, packaging or wrappers, or by means of signs posted in the place where they are sold, advertised or offered to the public, as well as the manner in which they shall be displayed;

VII. The terms and conditions to be met by model adhesion contracts requiring recordal according to this Law;

VIII. The characteristics of products, processes, methods, systems or industrial, commercial or services practices that require standardization, pursuant to other provisions; and

IX. Other presumptions set forth in this Law and other ordinances.

Whenever required, the Ministry shall issue the criteria and guidelines in order to construe the standards indicated in this provision.

ARTICLE 20. The Consumer Protection Federal Agency is a decentralized government agency that provides social service, with a legal capacity and a patrimony of its own. The Agency is an administrative authority, and has been entrusted to promote and protect the rights and interests of consumers, by seeking fairness and legal certainty in the relationships between suppliers and consumers. The activities of the Agency shall be governed by the provisions of this Law, the regulations hereto, and in accordance with its charter.

ARTICLE 21. The Agency shall seat in Mexico City, and it shall establish regional offices in all the federal states and in the Federal District. Federal courts shall have competent jurisdiction to settle all disputes where the agency may be a party.

ARTICLE 22. The Agency shall be organized in a decentralized manner so as to dispatch the matters entrusted to it, and shall have central offices, regional offices, sub-regional offices, and other administrative bureaus as it may deem advisable, under the terms set forth in the regulations and in accordance with its charter.

ARTICLE 23. The patrimony of the Agency shall be formed by:

- I.** Its assets;
- II.** Resources directly assigned to it in the Federal Expenditure Budget;
- III.** Resources furnished by government offices and entities of the federal, state, municipal and public administration, and by the government of the Federal District;
- IV.** Income received from the services it may provide, under the terms set out by the law on the topic; and
- V.** Other assets it may acquire by means of any other legal title.

ARTICLE 24. The Agency shall have the following authorities:

- I.** To promote and protect consumers' rights, as well as to implement the measures required to favor fairness and legal certainty in relationships between suppliers and consumers;
- II.** To secure and represent the interests of consumers by exercising the actions, remedies, processes or formalities required;
- III.** To represent consumers either individually or collectively, before jurisdictional and administrative authorities, and before suppliers.
- IV.** To gather, draft, process, and release objective information so that consumers may know better the goods and services offered in the market;
- V.** To prepare and carry out consumption educational programs, as well as outreach and orientation programs regarding the subject-matter of this Law;
- VI.** To direct industry and commerce

regarding the needs and problems of consumers;

VII. To carry out and support analyses, studies, and research in matters of consumer protection;

VIII. To promote and directly carry out, if applicable, educational and training programs related to the contents of this Law, and to provide advisory services to consumers and suppliers;

IX. To promote new or better systems and mechanisms so that consumers may have easy access to goods and services, under improved market conditions;

IX bis. To promote, in collaboration with the Ministry, the preparation, release, and use of a code of ethics for suppliers incorporating the principles set forth in this Law regarding the transactions they carry out with consumers via electronic or optical means, or through any other technology;

X. To act as expert and advisor in matters of quality of goods and services, and to carry out studies related thereto;

XI. To execute covenants with suppliers and consumers, and with their organizations, in order to achieve the purposes of this Law;

XII. To execute cooperative covenants and agreements with federal, state and municipal authorities, and with the government of the Federal District and government-controlled entities, for the benefit of consumers; as well as inter-institutional agreements with other countries, pursuant to the relevant laws;

XIII. To surveil and verify that the provisions related to prices and fees fixed

by or recorded with an authority with competent jurisdiction are observed, and to cooperate with other authorities legally empowered to inspect prices in order to achieve an efficient protection of the interests of consumers and, thereby, prevent duplicating duties;

XIV. To surveil and verify compliance with the provisions set forth in this Law and, within the scope of its jurisdiction, the observance of the Federal Law on Metrology and Standardization (*Ley Federal sobre Metrología y Normalización*), as well as the Mexican Official Standards and other applicable provisions and, if applicable, to establish the criteria to verify their observance.

XIV bis. To verify that the scales, measurements, and measuring instruments used in trade, industrial or service transactions are adequate and, if applicable, make adjustments to the measuring instruments, under the provisions of the Federal Law on Metrology and Standardization;

XV. To record adhesion contracts that requires so whenever they meet the applicable set of internal rules and regulations, and to organize and keep a Public Registry of such adhesion contracts;

XVI. To promote the settlement of disputes between consumers and suppliers and, if applicable, to render rulings wherein the contractual obligations of the supplier are assessed, pursuant to the procedures set forth in this Law;

XVII. To file denunciations with the Public Prosecutor about the facts the Agency becomes aware of and that can

constitute crimes and to file denunciations with the authorities with competent jurisdiction regarding acts that constitute administrative infringements affecting the interests of consumers;

XVIII. To promote and support the creation of consumers' organizations, providing them with training and advisory services, as well as to secure mechanisms for their self-management;

XIX. To apply penalties and other measures provided for in this Law, in the Federal Law on Metrology and Standardization, and in other applicable ordinances;

XX. To request from suppliers or authorities with competent jurisdiction to take the adequate measures in order to fight, deter, modify, or prevent all kinds of practices detrimental to the interests of consumers, and, when it may deem advisable, to publish such request;

XXI. To order that consumers are informed of actions or omissions of suppliers that adversely affect their interests or rights, as well as the manner in which suppliers shall refund or compensate them; and

XXII. Other authorities set forth in this Law and other ordinances.

ARTICLE 25. The Agency, in order to discharge the duties attributed to it by law, may apply the following enforcement measures:

I. Warning;

II. Fine from \$159.72 up to

\$15,972.37*;

III. If the infringement continues, new fines may be imposed for every day that elapses and the pertinent order is not observed of up to \$6,388.95, and

IV. The assistance of police force.

ARTICLE 25 bis. Whenever the life, health, safety, or economy of a group of consumers is adversely affected or may be adversely affected, the Agency can apply the following provisional remedies:

I. Impoundment of containers, goods, product and transportations;

II. Seizure of goods or products pursuant to the provisions of Article 98 ter of this Law;

III. Suspension of marketing goods, products or services;

IV. Placement of warning seals, and

V. Order to suspend the information or advertising as set forth in Article 35 of this Law.

The provisional remedies shall be ordered according to the criteria that the Agency may issue for such purposes and within the pertinent proceeding, under the provisions of Article 57 and other applicable provisions of the Federal Law on Metrology and Standardization, as well as when it notices that the economy of a group of consumers is harmed or may be harmed in the cases indicated by Article 128 ter, or when the provisions of this Law are violated

*All amounts are indicated in Mexican currency.

through different unfair trade conducts or practices, such as: nonperformance of displayed prices or fees, conditioning the sale of goods or services, nonperformance of offers and promotions; discriminatory conducts, and deceptive advertising or information. With respect to the provisional remedy set forth in subsection IV of this provision, before placing the pertinent seal, the Agency shall impose the remedy indicated in Article 25, subsection I, of this Law. Such remedies shall be lifted once it is proven that the causes that gave rise to their impositions have ceased. If applicable, the Agency shall inform the imposition of the remedy or remedies indicated in this provision to other authorities with competent jurisdiction.

ARTICLE 26. The Agency shall have plaintiff's standing to bring class actions with competent courts in representation of consumers, so that such courts may render, if applicable:

- I.** A judgment declaring that one or several persons have carried out a conduct that caused damages to consumers and, therefore, that the redress of damages by way of ancillary proceedings is legally admissible regarding the interested parties evidencing their capacity as aggrieved parties. If applicable, the indemnity of damages shall not be less than twenty percent of such damages, or
- II.** An order to prevent, suspend, or modify the performance of conducts that cause or may be expected to cause damages to consumers.

The Agency, in representation of ag-

grieved consumers, may exercise, by way of ancillary proceedings, the claim of pertinent damages, based upon the judgment rendered by the judicial authority.

The authorities conferred to the Agency by virtue of this article shall be exercised once their legal appropriateness has been analyzed, taking into consideration the seriousness, the number of claims or denunciations filed against the supplier, or the general harm that may be caused to the health or patrimony of consumers.

The Agency shall be exempted from submitting any bond with the judicial authorities in order to exercise the actions indicated in subsections I and II.

ARTICLE 27. The Federal Consumer Attorney shall be vested with the following authorities:

- I.** To legally represent the Agency, as well as to grant authorities to its public servants to represent it in judicial, administrative, and labor matters or proceedings;
- II.** To appoint and remove personnel who work for the Agency, and prescribe their duties and compensations;
- III.** To create the offices required for the proper operation of the Agency, and to determine the jurisdiction of such offices, according its charter;
- IV.** To inform the Minister of Economy the affairs, which fall within the scope of the Agency;
- V.** To propose the preliminary draft of the budget of the Agency, and to authorize the utilization of the approved budget;
- VI.** To approve the programs of the

entity;

VII. To establish the criteria to impose penalties according to law, as well as to annul, reduce, amend, or commute them whenever in its opinion fairness is preserved, observing at all times the provisions of Articles 132 and 134 of this ordinance;

VIII. To delegate powers of authority and other powers required or desirable upon subordinate public servants, without prejudice to exercising them directly. The pertinent resolutions shall be published in the Official Gazette of the Federation (*Diario Oficial de la Federación*);

IX. To fix policies and issue rules for the organization and operation of the Agency;

X. To issue the charter of the Agency, once it has been approved by the Minister of Economy, and

XI. Other authorities conferred under this Law and other ordinances.

ARTICLE 28. The Federal Consumer Attorney shall be appointed by the President of Mexico, shall be a Mexican citizen bearing a law degree, and shall be exceptionally qualified in professional public service or academic matters substantially related to the subject-matter of this Law.

ARTICLE 29. The labor relationship between the Agency and its workers shall be governed by the Federal Law of Public Sector Employees (*Ley Federal de los Trabajadores al Servicio del Estado*), which is a regulatory law of

Section B of Article 123 of the Federal Constitution. Executive employees are employees who shall perform managerial, investigative, surveillance, inspection and supervision functions, as well as other functions set forth in said law. Likewise, the employees assigned to the offices of high-ranking officers, the delegates, the assistant delegates and the employees who handle funds and valuables shall be considered executive employees.

ARTICLE 30. The personnel of the Agency shall be enrolled into the system of the Law of the Social Security and Services Institute of Public Sector Employees (*Ley del Instituto de Seguridad y Servicios Sociales de los Trabajadores del Estado*).

ARTICLE 31. In order to prepare its working plans and programs, the Agency shall act in consultation with representatives of the public, social and private sectors, with national institutions of higher education, as well as with consumers' organizations. Likewise, it shall render advisory services to the Ministry in matters related to policies that protect consumers, and shall render opinions on the drafts of Mexican Official Standards, and on any other regulatory action that may affect the rights of consumers.



Chapter III

Information and advertising



Information and advertising

ARTICLE 32. Information and advertising regarding goods, products or services released through any mean or manner, shall be truthful, verifiable, and exempt of texts, dialogues, sounds, images, trademarks, designations of origin, and other descriptions that lead or may lead to mistake or confusion by being either deceptive or unfair.

For purposes of this Law, deceptive or unfair information or advertising shall be understood as that which makes reference to characteristics or information related to any good, product or service that, either truthfully or not, misleads or causes confusion due to the imprecise, false, exaggerated, biased, contrived, or tendentious manner in which it is presented.

Any information or advertising that compares products or services, either of the same trademark or of different trademarks, may not be misleading or unfair under the provisions of the preceding paragraph. The Agency may issue guidelines to verify such information or advertising, in order to prevent consumers to be misled or confused.

ARTICLE 33. The information regarding imported products shall indicate their place of origin and, if applicable,

the places where such products can be repaired, as well as the instructions to use them and the pertinent warranties, under the provisions of this Law.

ARTICLE 34. The data shown on products or their labels, containers and packaging, and the pertinent advertising, either of national manufacture or of foreign origin, shall be expressed in the Spanish language and its price in Mexican currency, in a readable and readily understandable manner according to the general system of measurement units, without prejudice to the fact that they may also be expressed in other language or measurement system.

ARTICLE 35. Without prejudice to the participation that other legal provisions may assign to different government offices, the Agency may:

- I.** Order the supplier to suspend the information or advertising that violates the provisions of this Law and, if applicable, to order so to the media used to release it;
- II.** Order to correct the information or advertising that violates the provisions of this Law in the manner deemed as sufficient, and
- III.** Impose the pertinent penalties, under the terms of this Law.

For purposes of subsections II and III, the infringer shall be granted the constitutional right to a legal hearing set forth in Article 123 of this ordinance.

Whenever the Agency brings an administrative action related to the truthfulness of the information, it may order the supplier to indicate in the advertising or information released that its truthfulness has not been verified with the competent authorities.

ARTICLE 36. Per request of the interested party and under the terms indicated in this Law, a penalty shall be imposed on any person who publishes any advertising in the press or in any other mass media that specifically and unquestionably addresses one or several consumers for the purpose of making effective a collection or the performance of a contract.

ARTICLE 37. The lack of truthfulness in reports, instructions, data, and conditions promised or suggested, apart from the penalties that apply under this Law, shall oblige to perform whatever has been offered or, if not practicable, to refund the necessary expenses that the purchaser proves to have disbursed and, if applicable, to pay the refund or compensation set forth in Article 92 ter of this Law.

ARTICLE 38. Legends that restrict or limit the use of the good or service shall be made evident in a clear and truthful manner, free of ambiguities.

ARTICLE 39. When any of the products offered to the public has some deficiency, has been used or refurbished, such circumstances shall be warned to consumers in an accurate and clear manner, and shall be shown on the selfsame goods, packaging, bills or pertinent invoices.

ARTICLE 40. The legends “warranted” and “warranty”, or similar ones may only be used when an explanation of the warranty, and the manner in which consumers may make it effective are expressly included.

ARTICLE 41. With respect to products or services that under the applicable provisions are considered to represent a potential danger for consumers or are harmful for the environment, or when its dangerous nature is foreseeable, the supplier shall include instructions to warn of such harmful characteristics by clearly explaining the recommended use or application, as well as the potential effects of its use or application outside the recommended guidelines. The supplier shall be accountable for damages that a violation to this provision may cause to consumers, without prejudice to the provisions of Article 92 ter of this Law.

ARTICLE 42. The supplier is bound to deliver the good or render the service according to the terms and conditions either offered or implicit in the advertising or information released, unless there is a covenant or consent in written by the consumer to the contrary.

ARTICLE 43. Except for a judicial order or a legal provision that demands the observance of any requirement, the supplier or their assistants can not deny to consumers the sale, acquisition, lease or supply of goods in stock or available services. Also, a sale, acquisition, or lease shall not be conditioned upon the acquisition or lease of another product, nor upon the rendering of a service. The stock of products or availability of services is expected when they are advertised as available.

With respect to services, suppliers that offer different plans and modalities of marketing shall inform consumers of the characteristics, conditions, and total cost of each one of them. In case they adopt only one specific marketing plan of services, such as packages or all-inclusive systems, the suppliers shall inform the consumers in due course and in their advertising, the items included in such plans, and the fact that no other plans are available.

With respect to contracts to be performed over a given period of time, the supplier may carry out a credit investigation to insure that the consumer is able to perform it. Likewise, it shall not be deemed that this provision has been violated when there are more prospective customers than the number of goods or services available.

ARTICLE 44. The Agency may make specific reference to products, trademarks, services or companies as result of its ongoing technical and objective investigations, in order to guide and

protect the interest of consumers, as well as to publish said results from time to time for disclosure.

The results of investigations, surveys and monitoring published by the Agency may not be used by the companies or suppliers with advertising or commercial purposes.

ARTICLE 45. Covenants, codes of conduct, or any other form of collusion between suppliers, publicists or any group of persons is prohibited whenever they restrict the information that can be furnished to consumers.



Chapter IV

Promotions and offers

Promotions and offers

ARTICLE 46. For purposes of this Law, promotions are defined as trade practices wherein goods or services are offered to the public as follows:

I. With the motivation of providing, in addition to the acquired good or service, a similar or different good or service, free of charge, at a reduced price, or for one single price;

II. Having additional contents to the regular presentation of the product, free of charge or at a reduced price;

III. Showing figures or legends printed on lids, labels or containers, or included inside them, different to those that are to be used in mandatory manner; and

IV. Goods or services offering the motivation of taking part in draws, contests or similar events.

Any “offer”, “sale”, “discount”, “markdown” or any expression with similar import shall be understood as offering to the public products or services of the same quality at reduced price or at a price lower than the regular prices at said commercial premises.

ARTICLE 47. No authorization or notice shall be required to make promotions, except when the Mexican Official

Standards provide so, in cases when the interests of consumers are harmed or may be harmed.

No restrictions may be imposed upon trade activities apart from the ones set forth in this Law, nor to favor specifically promotions or offers of certain suppliers.

ARTICLE 48. The following rules shall be observed in promotions and offers:

I. The conditions, as well as the period of time of the services or volume of the goods offered, shall be indicated in the pertinent advertising; said volume shall be evidenced at the request of the authority. If a period of time or volume is not set therefor, it shall be expected that they are unlimited, until it is made known to the public the revocation of the promotion or offer in a sufficient manner and through the same media, and

II. Any consumer that meets the relevant requirements shall be entitled to acquire, during the period of time previously set therefor or as long as they are made available, the goods or services in question.

ARTICLE 49. Promotions that advertise a monetary value for the good,

product or service evidently higher than the value regularly available in the marketplace shall be prohibited.

ARTICLE 50. If the author of the promotion or offer does not honor such offer, the consumer may choose to demand compliance thereof, accept other similar good or service, or rescind the contract and, in any case, the consumer shall be entitled to be paid the monetary difference between the promotional price offered and its regular price, without prejudice to the refund or compensation indicated in Article 92 ter of this Law.



Chapter V

**Door-to-door, non-immediate
or indirect selling**

Door-to-door, non-immediate or indirect selling

ARTICLE 51. A door-to-door, non-immediate or indirect sale shall be understood as the sale offered or carried out outside the facilities or commercial premises of the supplier, including the lease of personal property and the rendering of services. The provisions of this Chapter shall not apply to the purchase and sale of perishable goods received by the consumer and paid in cash.

ARTICLE 52. The sales indicated in this Chapter shall be reduced to writing, and shall contain:

- I.** The name and address of the supplier, the identification of the transaction, and the goods and services in question; and
- II.** The guarantees and requirements set forth in this Law.

The supplier is bound to deliver to the consumer copy of the relevant document.

ARTICLE 53. Suppliers making the sales indicated in this Chapter through means that make unpractical the delivery of the above-mentioned document,

i.e. by phone, television, mail or courier sales, or any other sales where there is no direct communication with the consumer, shall:

- I.** Ascertain that the delivery of the good or service is made in fact at the domicile of the consumer, or that the consumer has been identified in full;
- II.** Allow the consumer to make claims and returns through a means similar to that used to make the sale;
- III.** Cover the costs to transport and ship the merchandise in case of returns or repairs covered by the warranty, unless otherwise agreed; and
- IV.** Previously inform the consumer of the price, approximate date of delivery, insurance and freight costs and, if applicable, the trademark covering the good or service.

ARTICLE 54. When the collection or charge for a good or service is made automatically in the phone bill, or in a credit account or other receipt or account kept for the consumer, the supplier and the collecting agent shall warn of the above to the consumer in a clear manner, either in its advertising, in the sales channel or in the receipt. The same

shall apply to cases when the purchase involves the payment of a long-distance call or costs of delivery to be paid by the consumer.

ARTICLE 55. Suppliers shall keep records and inform the consumer everything required so that the consumer can identify the individual transaction, and the suppliers shall ascertain the identity of the consumer.

ARTICLE 56. The contract shall be perfected five business days from the delivery of the good sold or the signing of the contract, whichever comes later. During such term, the consumer shall be entitled to revoke his consent, without any liability whatsoever. The revocation shall be made by giving notice or by delivering the good sold in person, through registered mail or through other means to serve such notice in a legally unquestionable manner. The revocation made pursuant this article shall render the transaction null and void, and the supplier shall reimburse the price paid to the consumer. In this case, the freight and insurance costs shall be borne by the consumer. With respect to services, the above shall not apply if the date when the service is rendered is within ten business days or less from the date of the purchase order.



Chapter VI

Services

Services

ARTICLE 57. Every commercial premises where services are rendered shall show the fees of the main services offered in clearly readable characters, and in a place where they can be easily seen. In any case, the fees of other services shall be made easily available to the public.

ARTICLE 58. A supplier of goods, products or services shall not deny nor condition the same upon the consumer due to reasons of gender, nationality, ethnicity, sexual orientation or religious preference, or any other peculiarity.

Suppliers of goods and services that offer them to the public in general may not establish any preference or discrimination whatsoever regarding any prospective consumers of the service, such as to chose the clients, conditioning the consumption, reserve the right of admission, exclusion of people with disabilities and similar practices, except for causes that affect the safety or peace of the premises, of their clients or of disabled persons, or grounded on express provisions of other legal ordinances. In no case may said suppliers apply nor collect fees higher than the ones authorized or registered for custom-

ers in general, nor offer or apply discounts in a biased or discriminatory manner. They can neither apply nor collect extraordinary or compensatory fees to disabled persons by reason of the medical, orthopedic, technological, educational or sporting implements required for their personal use, including guide dogs in the case of blind persons.

Suppliers are bound to provide all arrangements or have the essential devices so that disabled people may use the goods and services they offer. Said arrangements and devices may not be less than those set forth in the applicable legal provisions or official standards, nor can the supplier establish conditions or limitations that diminish the rights legally vested upon a disabled person as a consumer.

ARTICLE 59. Before a service is rendered, the supplier shall give an estimate in written. In case of repairs, the estimate shall describe the characteristics of the service, the costs of spare parts and labor, as well as its duration, notwithstanding the stipulation of variation mechanisms for specific items since their quoting is beyond the supplier's control.

ARTICLE 60. Persons engaged in the repair of all kinds of products shall use new spare parts and adequate for the product in question, except when the prospective customer expressly authorizes the use of other ones. Whenever spare parts are subject to standards which performance is mandatory, the use of spare parts that do not satisfy such requirements shall entitle the consumer to demand the necessary expenses said consumer proves to have disbursed and, if applicable, the refund indicated in Article 92 ter of this Law.

ARTICLE 61. Suppliers of maintenance or repair services shall refund consumers, under Article 92 ter if, due to a deficiency in the service, the good is lost or if it experiences such a damage that renders it inappropriate for a particular purpose, in whole or in part.

ARTICLE 62. Suppliers of services shall be bound to issue invoices or vouchers for the works made, indicating the spare parts and materials used; their price and labor; if applicable, the warranty granted, and other requirements set forth in this Law.

ARTICLE 63. Marketing systems that consist in the incorporation of groups of consumers that contribute sums of money from time to time to be managed by a third party may only operate in order to acquire certain or determinable goods, either new personal property or real property to be used for dwelling or commercial purposes

under the terms of the relevant regulations, and can only be put into practice with the prior authorization from the Ministry.

If applicable, the Ministry may authorize these marketing systems for purposes of constructing, remodeling and extending real property, whenever it is proven that the market conditions warrant so, and the rights and interests of consumers are guaranteed. With respect to this authorization, constructive assent shall not operate.

The term to operate such marketing systems may not exceed five years with respect to personal property, and fifteen years for real property.

The Ministry shall authorize the aforesaid marketing systems to operate when the following requirements have been satisfied, which in all cases shall be nontransferable:

I. That the applicant is a Mexican legal entity, incorporated as a business corporation under the applicable law, and which sole corporate purpose is to operate and manage the marketing systems indicated in this article; as well as the activities required for their due performance;

II. That the applicant evidences its administrative capacity, apart from the economic, financial and operating viability of the system, under the terms of the criteria set out by the Ministry;

III. That the adhesion contracts the applicant intends to use contain provisions that safeguard the rights of consumers, under the terms of this Law and the relevant regulations;

IV. That the applicant submits with the Ministry a general operation plan for the system, and a draft of the manual detailing the procedures to operate the system, so that the Ministry has enough elements to grant, if applicable, such authorization;

V. That the applicant submits mechanisms to comply with its obligations as manager of the system regarding the operation of each group, under the terms set forth in the regulations; and

VI. Other requirements set forth in the regulations.

Once the applicant has obtained the authorization indicated in this provision, and prior to operating the marketing system or systems in question, it shall apply for the registration of the pertinent adhesion contract or contracts with the Consumer Protection Federal Agency.

The regulations shall detail and specify aspects such as the characteristics of the goods and services that can be subject-matter of the aforesaid marketing systems; the minimum contents of adhesion contracts; characteristics, incorporation and, if applicable, authorization and liquidation of groups of consumers; terms to operate the systems; fixing of contributions and types of fees and accounts; awards and allocations; administrative expenses, costs, contractual penalties, returns and interest that consumers shall pay; management of resources by the aforesaid suppliers; rescission and cancellation of contracts; establishment of guarantees, insurance and collection; reviews

or supervision of the operation of the abovementioned systems by third professional parties or external auditors; characteristics of the information that suppliers shall furnish to consumers, to authorities with competent jurisdiction and external auditors; and criteria on the advertising addressed to consumers.

ARTICLE 63 bis. In the operation of the marketing systems indicated in the preceding article, it is prohibited to market goods which are not certain or determinable; the incorporation of groups which adhesion contracts do not expire on the same date, considering that the date when the group in question is liquidated shall be the date of expiration; the incorporation of groups to market different goods or goods that have a different purpose; the transfer of resources or financing of any type, either from one group of consumers to another group or to third parties; to combine groups of consumers and relocate consumers from one group to another, as well as any other act that breaches the provisions of this Law and the regulations hereto, or which purpose is to evade the compliance thereof.

Any amount to be paid by consumers shall be fully identified and detailed with the item that gave rise to it, and shall be allocated solely to pay the relevant items, pursuant to the provisions set forth in the selfsame regulations.

The following persons may not take part in the administration, management and control of corporations that manage marketing systems:

I. Persons who have brought a civil or commercial action against the supplier in question;

II. Persons sentenced by means of a final sentence executed with regards to an intentional crime that deserves imprisonment, or who have been barred to fulfill an employment, position or commission within the financial system;

III. Bankrupts and debtors whose rights have not been reinstated; and

IV. Third professional parties or external auditors, and persons who perform reporting, inspection or surveillance duties with respect to suppliers.

ARTICLE 63 ter. Corporations that manage marketing systems indicated in Article 63 shall act in the capacity as suppliers, under the provisions of Article 2 of this Law. The supplier shall be responsible to deliver the good contracted to the consumer within the term agreed, and under the conditions set forth in the relevant adhesion contract, and shall be accountable for the non-performance of any contractual clause. The supplier may not charge to the consumer any penalty if the consumer leaves the group due to any nonperformance attributable to the supplier.

The Agency may resolve that one or several suppliers shall suspend, on a temporary basis, the execution of new contracts with consumers whenever the supplier or suppliers have violated the relevant provisions either seriously or repeatedly, without prejudice to the penalties that may apply. The above

notwithstanding, during the time the cited suspension continues, the supplier or suppliers shall continue to operate the marketing systems in compliance with the obligations they have assumed with the consumers, pursuant to the pertinent provisions.

ARTICLE 63 quater. The following shall be grounds for revoking the authorization granted to the supplier:

I. Not starting the operations within a term of six months as of the date when the pertinent authorization has been granted, or to suspend operations without cause during a term that exceeds six months;

II. The performance of activities contrary to the law, the regulations and other applicable provisions, as well as the nonobservance of conditions under which the authorization has been granted;

III. If the supplier omits to submit the information required by the Ministry, the Agency or the relevant auditors, or if the information submitted is false, inaccurate or incomplete;

IV. Due to an undue or untimely accounting recording of the transactions made by the supplier regarding each one of the groups formed, or due to the breach of its tax obligations;

V. The loss of the supplier's administrative capacity to fulfill its obligations, as well as the loss of the economic, financial and operating viability of the system, and

VI. Due to a change in the supplier's corporate purpose, or if the supplier is

liquidated, subject to bankruptcy proceedings or dissolved.

When the Agency detects that the supplier has incurred in any of the grounds for revocation set forth in this article, it shall inform so to the Ministry.

For purposes of these provisions, the Ministry shall give notice to the supplier of the grounds for revocation it has incurred, so that the supplier may refute them within a term of five business days. In case the final decision rendered resolves to revoke the authorization, the supplier shall put the relevant corporation in a status of dissolution and liquidation, without the need of a resolution adopted by the shareholders' meeting.

Except for the provisions of this ordinance, the dissolution and liquidation of the corporation shall be made according to the provisions of the General Law of Business Corporations (*Ley General de Sociedades Mercantiles*).

If the revocation set forth in this article is resolved, the supplier shall establish the mechanisms and procedures that allow it to carry out the liquidation of the existing groups, as well as to comply with the obligations it assumed with consumers.

ARTICLE 63 quintus. The Ministry and the Agency, within the scope of their pertinent jurisdictions, shall verify the observance of this Law, the regulations and other applicable provisions. Likewise, they shall supervise the operation of the marketing systems

indicated in this provision, and to this end, they may request information and documentation from suppliers and also establish the proper preventive and corrective measures. Likewise, they shall supervise the process to liquidate the groups indicated in the preceding paragraph, safeguarding the interests of consumers within the scope of their respective jurisdictions.

The suppliers shall be bound to hire third professional parties or external auditors in order to review the operation of the pertinent systems. Said professionals or external auditors shall be authorized by the Ministry under the terms set forth in the regulations, and their activities shall be subject to the rules of this last ordinance. These professionals or external auditors shall submit to the Ministry and the Agency any information they may request.

The Agency shall penalize professionals or external auditors that do not perform the obligations set out by the regulations, under the provisions of Article 128 of this Law, without prejudice to other pertinent legal actions. Likewise, the Agency may request the Ministry to revoke the authorization the latter would have granted to them.

ARTICLE 64. The rendering of time-sharing services, notwithstanding the name or the manner in which such pertinent legal act may be presented, consists in placing the use, enjoyment and other rights agreed over a property or part of such property at the disposal of a person or a group of persons in a vari-

able unit within a certain class, during time periods previously agreed upon, and through the payment of a certain amount. In the case of real property, the title thereof is not transferred.

ARTICLE 65. The sale or pre-sale of timesharing services shall only be commenced when the pertinent contract has been recorded with the Agency, and provided that such contract sets out:

- I.** Name and address of supplier;
- II.** Place where the services shall be rendered;
- III.** Clear specification regarding the rights of buyers to use and enjoy the goods, including the periods of time to use and enjoy them;
- IV.** The cost of the maintenance expenses for the first year, and the manner in which the costs for subsequent periods shall be established;
- V.** The exchange options with other suppliers of such services, and if there is an additional costs to carry out such exchanges; and
- VI.** Description of the bonds and guarantees that shall be granted in favor of consumers.

ARTICLE 65 bis. Individuals or business corporations that render services not regulated by the financial laws and which, either customarily or professionally, secure loan services or transactions with interest and pledge, shall record their adhesion contract with the Agency.

The persons indicated in the preceding paragraph shall not render services

nor carry out transactions that the laws in force reserve to institutions of the national financial system.

Suppliers shall make their transactions readily understandable, and to this end, they shall place in their advertising or in all premises open to the public, on a permanent and clear basis, a message board or an information electronic means which purpose shall be to inform consumers the terms and conditions of such contracts. Also, they shall inform the amount of the annual interest rate charged on unpaid balances; said information shall be highlighted in distinctive characters in a clear, prominent and unquestionable manner.

Suppliers shall meet the requirements set forth by the Mexican Official Standard issued by the Ministry to this end, which shall include operating aspects, such as the characteristics of the information to be provided to consumers and the elements of information that the adhesion contract used to formalize the transactions shall contain. Likewise, it shall contain or allow obtaining the sum of all costs associated to the transaction for the main services offered.



Chapter VII

Credit transactions

Credit transactions

ARTICLE 66. In every credit transaction with consumers:

I. The consumers shall be previously informed of the price in cash of the good or services in question, the amount and itemization of every charge if applicable, the number of payments to be made, its periodicity, the right the consumer has to pay the credit in advance, with the consequent reduction of interest, in which case no further charges can be made apart from charges to renegotiate the credit, if applicable. The interest, including past-due interest, shall be estimated according to a fixed or variable rate;

II. In case of discounts, refunds or any other reason for which credit and cash payments may be different, said difference shall be pointed out to the consumers. If a fixed rate will be used, consumers shall also be informed of the amount of interest to be paid for each term. In case of a variable rate, the consumer shall be informed of the rule used to adjust the rate, which shall not depend upon unilateral estimations by the supplier, but on the variations of an interest rate representing the cost of the credit to the consumer, and which the consumer may easily verify;

III. Consumers shall be informed of

the total amount to pay for the good, product or service in question, which includes, if applicable, number and amount of individual payments, interest, fees and pertinent charges, including those fixed for payments made in advance or cancellation payments; the pertinent items shall be provided to consumers duly broken down;

IV. The price originally agreed upon in transactions in installments or conditional sales shall be respected, except for the provisions of other laws or unless there is a covenant to the contrary; and

V. If the transaction has been carried out, the supplier shall send to the consumer at least a bimonthly balance statement, through any means the consumer may chose, containing the information regarding charges, payments, interest and fees, amongst other items.

ARTICLE 67. With respect to purchase and sale contracts for a fixed term or to render services with deferred payments, the interest over the price in cash shall be estimated, subtracting the down payment that would have been paid.

ARTICLE 68. Interest can only be capitalized when the parties have pre-

viously agreed so, in which case the supplier shall provide the consumer a monthly balance statement. Any collection that breaches the provisions of this article shall be illegal.

ARTICLE 69. Interest shall accrue exclusively on unpaid balances of the credit granted, and the payment thereof may not be demanded in advance, but only for terms already matured.

ARTICLE 70. In cases of purchases in installments of personal or real property set forth in this Law, if the contract is rescinded, the seller and purchaser shall mutually reinstate the considerations made to each other. The seller that would have delivered the object shall be entitled to demand, by reason of its use, the payment of a lease or rental and, if applicable, the compensation due to the wear and tear that such object has experienced.

The purchaser that has paid part of the price shall be entitled to receive the interest estimated under the rate that has been applied to the payment such consumer has made, if applicable.

ARTICLE 71. In cases of transactions where the price must be paid in periodical payments, if more than a third part of the price or the total number of the payments agreed upon has been paid and the supplier demands to rescind or perform the contract for arrears, the consumer shall be entitled to chose the rescission under the terms of the preceding article, or to pay the due and

payable amount, plus the considerations that may legally apply therefor. The payments made by the consumer, even in an untimely fashion and accepted by the supplier, shall release the consumer of the obligations inherent to such payments.

ARTICLE 72. Any charge that may be anticipated by reason of the issuance of a credit to a consumer shall be previously specified upon the execution of the contract or completion of the pertinent sale, rent or transaction; the difference shall be broken down and the right of the consumer to carry out the transaction in cash shall be preserved if the terms of the credit are not in his best interest.



Chapter VIII

Real estate transactions

Real estate transactions

ARTICLE 73. Acts related to real property shall only be subject to this Law when the suppliers are developers, constructors, promoters and other persons that take part in rendering advisory services and sale of housing to the public to be used as dwelling places, or when the consumer has been granted the right to use the real property through the timesharing system, within the meaning of Articles 64 and 65 of this Law.

The contracts concerning the activities indicated in the foregoing paragraph shall be registered with the Agency.

ARTICLE 73 bis. With respect to acts concerning the real property indicated in the preceding article, the supplier shall put at the disposal of the consumer the following, at least:

I. In case of pre-sales, the supplier shall show the complete final detail design, as well as the relevant model and, if applicable, a sample of the real property;

II. The documents that evidence the title to the real property. Likewise, the supplier shall inform the existence of any encumbrances that affect such real property, which shall be cancelled once the relevant notarial deed is executed.

III. The legal capacity of the seller, and the authorization of the supplier to promote the sale;

IV. Information on the conditions of the terms concerning the payment of taxes and public utilities;

V. In case of new real property or a pre-sale, the authorizations, licenses or permits issued by the relevant authorities for the construction concerning the technical specifications, safety, land use, types of materials used in the construction and its basic services, as well as other services it may have, according to the applicable legislation. In case of used real property that do not have such documentation, the contract shall expressly indicate the absence thereof;

VI. The structural, architectural and systems' plans or, in absence thereof, the expert opinion on the structural conditions of the real property. If applicable, the reasons for the absence of these documents shall be expressly indicated, as well as the term within which such documentation shall be available;

VII. Information on the characteristics of the real property, such as the stretch of land, surface constructed, type of structure, systems, finishes,

accessories, parking place or places, areas to be commonly used with other real property, percentage of tenancy in common if applicable, its services and the general physical condition of the real property;

VIII. Information on the benefits that the supplier may additionally offer in case the transaction is completed, such as special finishes, curtains, tiles and integral kitchen, amongst others;

IX. The payment options that the consumer is able to chose, specifying the total amount to be paid in each one of the options;

X. In case of credit transactions, the indication as to the kind of credit in question, as well as a projection of the amount to be paid, including, if applicable, the interest rate to be used, and fees and charges. In case of a variable rate, the reference interest rate and the formula used to estimate such rate.

If applicable, the mechanisms to modify or renegotiate the payment options, the terms under which such payment would be made, and the economic implications both for the supplier and the consumer;

XI. The conditions under which the process to notarize the deed will be made, as well as disbursements different from the price of sale that the consumer must pay, such as notarization expenses, taxes, appraisal, administration, opening of credit and investigation expenses. If applicable, costs for accessories or appurtenances;

XII. The conditions under which the consumer may cancel the transaction, and

XIII. The consumer shall be informed on the existence and establishment of a mortgage or fiduciary guaranty, or any other type of guaranty, as well as the implementation thereof.

ARTICLE 73 ter. The contract intended to be registered under the terms of the second paragraph of Article 73 shall meet the following requirements, at least:

I. Place and date of execution of the contract;

II. To be written in the Spanish language, without prejudice to the fact that it can be expressed in another language. In case of differences in the text or wording, the provisions set forth in the Spanish language shall prevail.

III. Name, corporate or firm name, address and federal taxpayer identification number of the supplier, pursuant to the legal ordinances on the topic.

IV. Name, address and, if applicable, federal taxpayer identification number of the consumer;

V. The nomination of the sums of money in Mexican currency, without prejudice to the fact that they can also be nominated in foreign currency; if the parties do not agree on a certain exchange rate, the exchange rate valid in the place and date when the payment is made shall be used, under the applicable legislation.

VI. Description of the subject-matter of the contract;

VII. The total price of the transaction, the terms of payment, as well as any additional disbursements that the parties shall pay;

VIII. Relationship between rights and obligations, both by the supplier and the consumer;

IX. The contractual penalties that apply to both supplier and consumer due to the breach of the obligations assumed, which shall be reciprocal and equivalent, without prejudice to the provisions of the applicable legal ordinances;

X. If applicable, the guarantees established in order to perform the contract, as well as the refundable expenses and the manner that such refunds shall be allocated;

XI. The procedure to cancel the adhesion contract, and the consequences thereof for both the supplier and the consumer;

XII. Date when the execution of the activity or service contracted starts and concludes, as well as the date to deliver the good subject-matter of the contract; this last part, in accordance with the provisions of Article 74 of this Law.

The supplier shall only be exempted from the obligation to make the delivery on the agreed date when the supplier proves, in conclusive manner, that the delivery was not conducted due to an act of God or a force majeure event that directly affects the supplier or the good, and a new date of delivery may be agreed upon, without any liability whatsoever;

XIII. In cases of purchase and sale transactions concerning real property, the supplier shall set out in the contract the technical characteristics, the characteristics of the structure's materials and

the materials of systems and finishes.

Likewise, it shall stipulate that the real property has the infrastructure for the adequate functioning of basic utilities;

XIV. In case of purchase and sale transactions, the terms under which the notarization of the deed will be granted shall be indicated. If applicable, the supplier shall indicate that the real property shall be free of any encumbrances upon the execution of the relevant notarial deed, and

XV. Any other requirements which this Law has set forth to be observed in the case of adhesion contracts.

ARTICLE 73 quater. Every real property which transaction is regulated hereby shall be offered to the consumer jointly with the pertinent warranty, which shall not be less than one year, starting as of the date when the real property was actually handed over. During the time period the warranty is in force, the supplier shall be obligated to conduct, without any charge whatsoever for the consumer, any act tending to repair any defects or failures presented by the good subject-matter of the contract.

The time period taken for performing any repair to the real property under the warranty shall not be counted within the term of such warranty; once the real property has been repaired, the warranty shall commence regarding said performed repairs, as well as in relation to the parts or goods that were replaced, and shall continue with respect to the remaining portion of the real property.

ARTICLE 73 quintus. In case the consumer enforces the warranty set forth in Article 73 quater, and notwithstanding the above, the defects or failures attributable to the supplier shall still continue, the supplier shall be obligated again to perform all repairs required to immediately correct them, and also to grant, in case of mild defects or failures, a refund of five percent of the value of the repair; in the case of serious defects or failures, the supplier shall grant a refund of twenty percent of the amount set out in the contract as the price of the good.

For purposes of this Law, serious defects or failures shall be understood as those which affect the structure or installations of the real property and compromise the full enjoyment or the safety of the real property, or either, prevent the consumer from using and enjoying it in accordance with its nature or foreseen use. Mild defects or failures shall be understood as those that are not serious.

In case the supplier determines that the serious defects or failures cannot be repaired, the supplier may elect, from the moment when such supplier is demanded to observe the warranty, to substitute the real property; in this case, the provisions of the following subsection I shall be observed, but the refund shall not be admissible. In case the supplier, in order to comply with the warranty, decides to repair them but fails to do so, such supplier shall be bound to make the refund and observe the provisions of the following

paragraph.

In case that, even after the aforesaid warranty and refund have taken place, the supplier has not corrected serious defects or failures, the consumer may opt to take any of the two actions indicated hereinbelow:

I. Request the substitution of the real property, in which case the supplier shall bear all expenses related thereto, or

II. Request that the contract be rescinded; in this case, the supplier shall be obligated to return the amount paid as well as the pertinent interest, in accordance with the provisions of the second paragraph of Article 91 hereof.

ARTICLE 74. The suppliers shall make the physical or actual delivery of the good subject-matter of the transaction within the term agreed upon with the consumer, and according to the specifications previously established or offered.

ARTICLE 75. Adhesion contracts concerning real property shall stipulate the information set forth in Chapter VII, date of delivery, specifications, terms and other elements that define the good, as well as the information set forth in Article 73 ter. The suppliers shall not receive any payment until the contractual relationship has been reduced to writing, except with regards to investigation expenses.

ARTICLE 76. The Agency may initiate with the judicial authorities the seizure

of the goods indicated in this Chapter, in case it becomes aware of the fact that the legal interest of the consumer protected by law may be threatened in transactions for which the Agency deems the performance is unlikely or unfeasible, as long as the cause of action continues.



Chapter VIII bis
Rights of consumers in
transactions carried out through
electronic or optical means, or
through any other technology

Rights of consumers in transactions carried out through electronic or optical means, or through any other technology

ARTICLE 76 bis. The provisions of this Chapter shall apply to relationships between suppliers and consumers in transactions carried out through the use of electronic or optical means, or through any other technology.

In performing such transactions, the following shall be observed:

I. The supplier shall use the information the consumer provides on a confidential basis, and thus the supplier shall not release nor transfer it to other suppliers unrelated to the transaction, except with the express authorization from the selfsame consumer, or by reason of a request by an authority with competent jurisdiction;

II. The supplier shall use any of the technical elements available to offer safety and confidentiality regarding the information the consumer provides, and shall inform the consumer, before carrying out the transaction, the general characteristics of such elements;

III. Before carrying out the transaction,

the supplier shall provide the consumer its physical address, telephone numbers and other means where the consumer can resort to submit any claims or request clarifications;

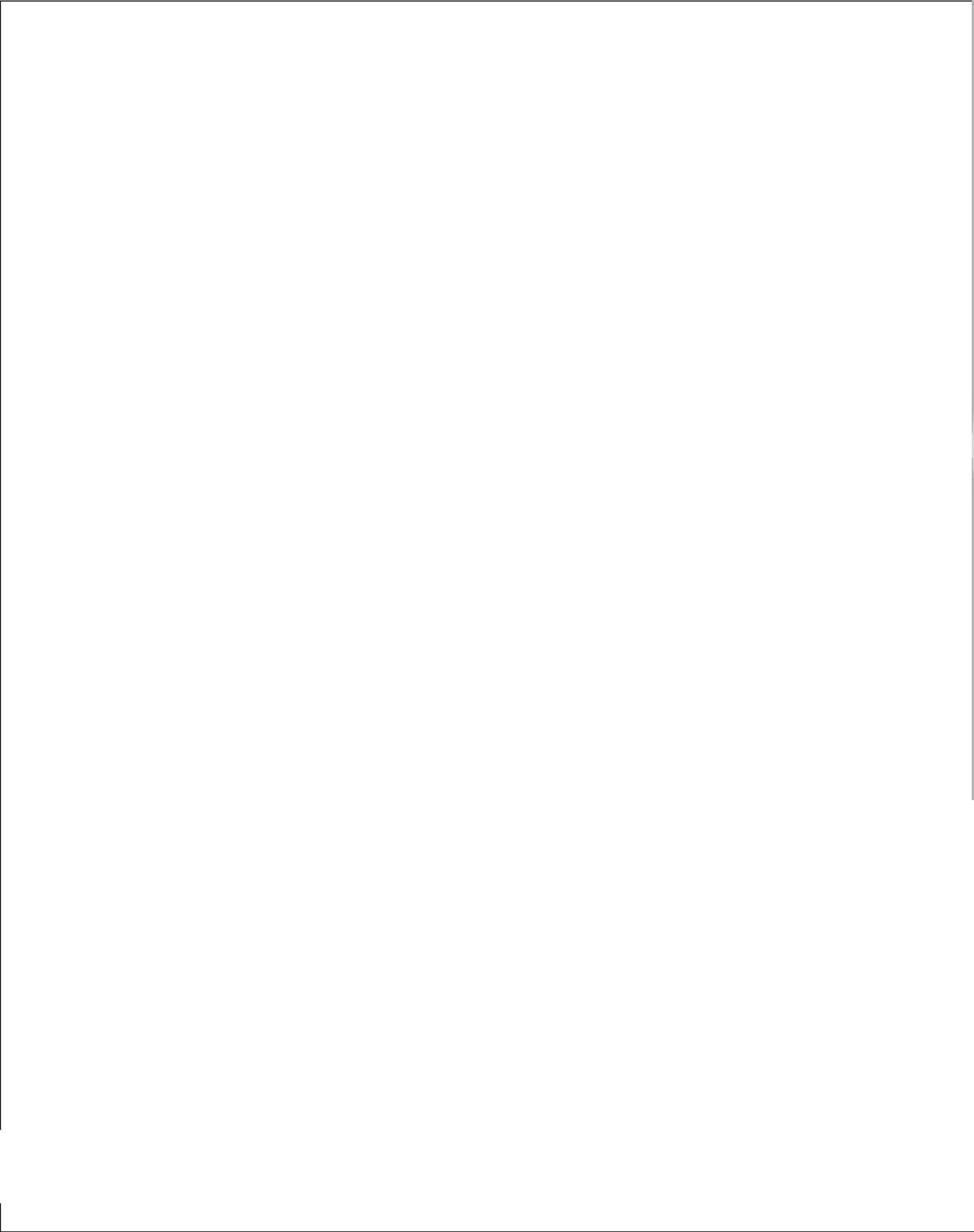
IV. The supplier shall avoid deceptive trade practices regarding the characteristics of the products, and thus shall comply with the provisions that apply to information and advertising of goods and services offered set out in this Law, and other provisions derived hereof;

V. The consumer shall be entitled to know all the information regarding the terms, conditions, costs, additional charges if applicable, and terms of payment of the goods and services offered by the supplier;

VI. The supplier shall abide by the decision of the consumer on the quantity and quality of the products the consumer wishes to receive, as well as the decision not to receive any advertising notices, and

VII. The supplier shall abstain from

using sales or advertising strategies that do not provide the consumer with clear and enough information on the services offered, in particular, marketing practices aimed to vulnerable population, such as children, elderly and sick people, and shall incorporate mechanisms in order to warn when such information is not adequate for such sector of the population.





Chapter IX

Warranties

Warranties

ARTICLE 77. Every good or service offered with a warranty shall be subject to the provisions of this Law and the pacts between the suppliers and the consumers.

For purposes of the above paragraph, a warranty may not be effective for less than sixty days starting from the date when the good is delivered or the service has been rendered in whole.

ARTICLE 78. The warranty policy shall be issued by the supplier in written, in clear and accurate fashion, expressing, at least, its scope, duration, conditions, mechanisms to make it effective, address to submit claims and premises or service shops. The warranty policy shall be delivered to the consumer upon receiving the good or service in question.

ARTICLE 79. The warranties offered may not be less than the warranties determined by the applicable provisions, nor stipulate conditions or limitations that diminish the rights legally conferred upon the consumer.

The satisfaction of a warranty may be demanded, indistinctly, from the producer and the importer of the good or service, and from the distributor,

except in the cases when any of them or a third party has assumed such obligation in written. The satisfaction of a warranty shall be carried out at the address in which the good or service has been acquired or contracted, or in the place or places indicated in the policy. The supplier shall pay to the consumer the expenses that such consumer has disbursed in order to satisfy the policy in an address different to the address indicated above.

ARTICLE 80. Producers shall insure and be accountable for the timely supply of spare parts, as well as the repair services during the duration of the warranty, and later, during the time the products continue to be manufactured, assembled or distributed.

By means of the Mexican Official Standards, the Ministry may provide that determinate products shall be supported by means of a warranty with an extended effectiveness with regards to the supply of spare parts, taking into account the product's durability.

ARTICLE 81. If the product has been repaired or serviced, and it shows faults attributable to the person who made the repair or maintenance service within

thirty calendar days following the delivery of the product to the consumer, the consumer shall be entitled to its repair or maintenance, free of charge. If the term of the warranty exceeds thirty calendar days, such term shall be observed.

ARTICLE 82. The consumer may chose to request the substitution of the good or service, to rescind the contract or a reduction in the price and, in any case, a refund or compensation, when the thing or subject-matter of the contract has any fault or hidden defect that renders it improper for its customary use, diminishes its quality or the possibility to be used, or does not offer the safety that, due to its nature, is expected from such thing or subject-matter, and from its reasonable use. When the consumer chooses the rescission, the supplier shall be bound to refund the price paid and, if applicable, the interest set out in the second paragraph of Article 91 of this Law.

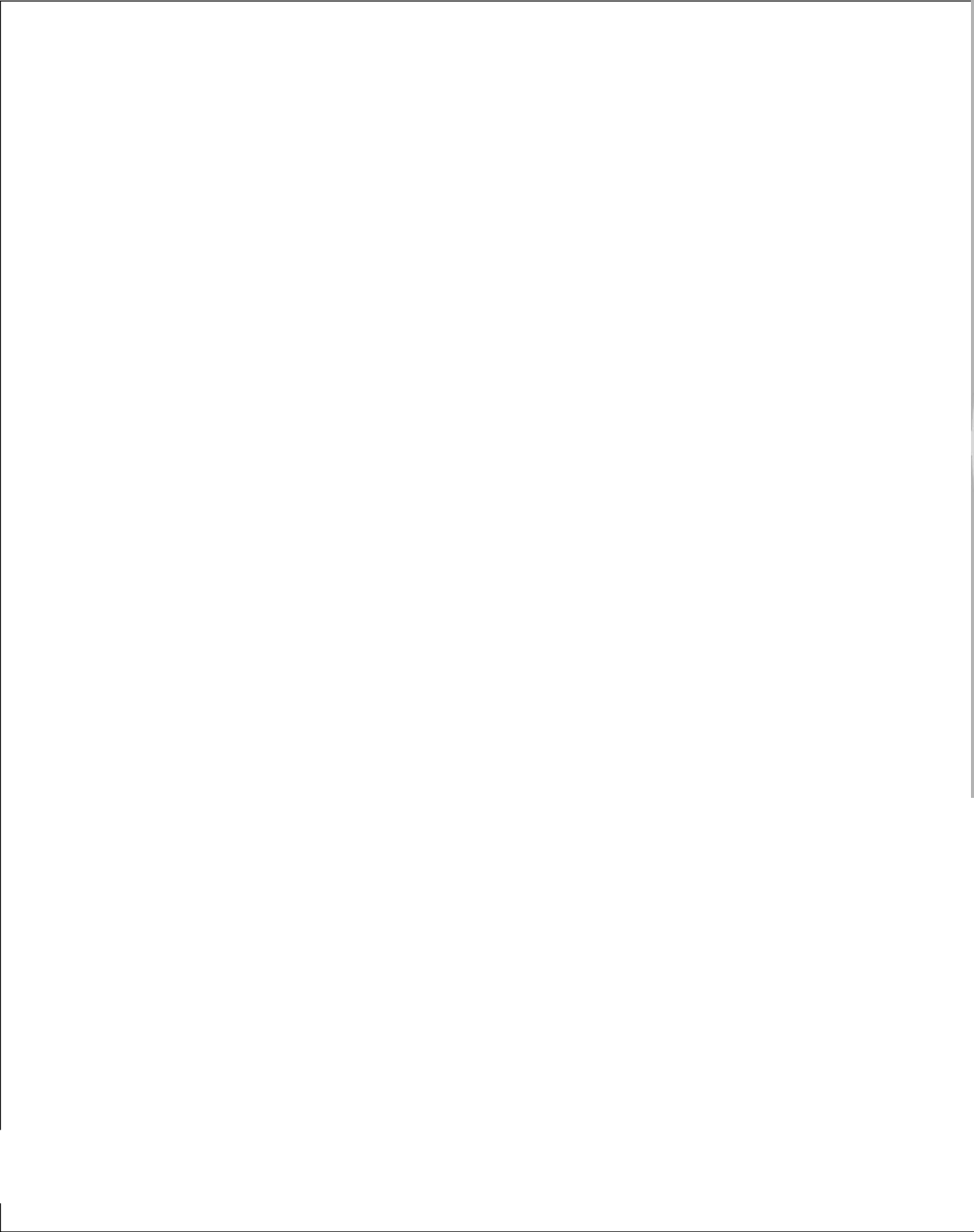
The refund or compensation indicated in the preceding paragraph shall be established according to the provisions of Article 92 ter of this Law.

The above, without prejudice to the indemnity that may correspond by reason of damages, if applicable.

ARTICLE 83. The time that the repairs performed under the warranty may last shall not be estimated within the term of such warranty. When the good has been repaired, a warranty shall start regarding the replaced spare parts, and

shall continue with respect to the rest of the components thereof. If the good is replaced, the term of the warranty shall be renewed.

ARTICLE 84. When the consumer resorts to the Agency in order to assert his rights outside the term stipulated in the warranty, the consumer shall evidence that he presented himself with the supplier within such term.





Chapter X

Adhesion contracts

Adhesion contracts

ARTICLE 85. For purposes of this Law, an adhesion contract shall be understood as the document drafted unilaterally by the supplier to establish, in uniform forms, the terms and conditions that apply to the acquisition of a product or the rendering of a service, even though said document does not contain all ordinary clauses of a contract. For any adhesion contract executed within the national territory to be valid, it shall be drafted in the Spanish language, and its characters shall be clearly readable. Also, it shall not stipulate unreasonable considerations under the care of consumers, unfair or inequitable obligations, or any other clause or text that breaches the provisions of this Law.

ARTICLE 86. The Ministry, by means of the Mexican Official Standards, may subject adhesion contracts to a prior registration with the Agency whenever they imply or can imply unreasonable considerations for consumers, unfair or inequitable obligations, or high probabilities of nonperformance.

The standards may make reference to any terms and conditions, except to the price.

Adhesion contracts that are subject to registration shall contain a clause

setting forth that the Agency shall have jurisdiction, by way of administrative proceedings, to settle any dispute arising from their interpretation or performance. Likewise, they shall also contain the registration number granted by the Agency.

ARTICLE 86 bis. Adhesion contracts to render services shall include, either in written or through electronic means, any additional, special or related services that the consumer may request in an optional manner through and by means of the basic service.

The supplier may only render any additional or related service not stipulated in the original contract with the express consent from the consumer, either in written or electronically.

ARTICLE 86 ter. In adhesion contracts to render services, the consumer shall enjoy the following prerogatives:

- I.** To acquire or not the rendering of additional, special or related services to the basic service;
- II.** To contract the rendering of additional, special or related services with the supplier of his choice;
- III.** To terminate the rendering of additional, special or related services to

the basic service at the moment when the consumer expressly states so to the supplier, but this shall not imply that the suspension or cancellation of the basic service is legally appropriate. The consumer may only make use of this prerogative if he is up to date in the performance of all his contractual obligations, and the minimum term agreed thereof has expired; and

IV. Other prerogatives stipulated in this Law and other laws and regulations.

The consumer shall enjoy the foregoing prerogatives even though they would have not been expressly included in the set of clauses of the adhesion contract in question.

ARTICLE 86 quater. Any difference between the text of the adhesion contract registered with the Federal Consumer Protection Agency and the adhesion contract used to the detriment of consumers shall be rendered null and void.

ARTICLE 87. If adhesion contracts require to be previously registered with the Agency, the suppliers shall submit them before such Agency before they use them, and the Agency shall limit itself to verify that the model contracts conform to the provisions of the relevant standard and to the provisions of this Law, and shall issue its decision within thirty days after the date when the application for registration was submitted. If said term elapses and the pertinent decision has not been issued, it shall be

deemed that such model contracts have been approved and the Agency shall be bound to register them; in any case, the application for registration shall be deemed as proof thereof. In order to amend the obligations or conditions of the contracts that require prior registration, it shall be essential to request the amendment of the registration with the Agency, which shall be processed under the terms stipulated above.

Contracts which shall be registered as per the provisions this Law, the Mexican Official Standards and other applicable provisions and are not in fact registered, as well as contracts which registration has been denied by the Agency, shall have no effect against the consumer.

ARTICLE 87 bis. The Agency may publish in the Official Gazette of the Federation the model contract for those contracts that shall be registered pursuant to Article 86 of this Law, so that the suppliers may be able to use them. In such case, the supplier shall only give notice to the Agency on the adoption of the model contract, for registration purposes.

When the supplier has given notice to the Agency of the adoption of a contract under the published model contract, the supplier may not amend it nor include other clauses or exceptions to its application, without having observed the provisions of Article 87 ter. Otherwise, said amendments, additions or exceptions shall be rendered null and void.

ARTICLE 87 ter. When the adhesion contract of a supplier contains variations regarding the model contract published by the Agency indicated in the preceding article, the supplier shall apply for its registration under the terms of the procedure set out in Article 87.

ARTICLE 88. Interested parties may voluntarily register their model adhesion contracts even though they may not require a previous registration, provided however the Agency deems that their effects do not harm the interest of consumers, and that their text conforms to the provisions of this Law.

ARTICLE 89. While processing model adhesion contracts, the Agency may request the supplier to provide the information of business type required to acknowledge the nature of the act subject-matter of the contract, provided however such information is not confidential nor part of a trade or commercial secret.

ARTICLE 90. The following clauses in adhesion contracts shall be rendered null and void, and shall not be registered whenever:

- I.** They allow the supplier to unilaterally amend the contents of a contract, or to unilaterally evade its obligations;
- II.** They release the supplier of its civil liability, except when the consumer breaches the contract;
- III.** They transfer to the consumer or to a third party, which is not a party to the contract, the civil liability of the supplier;

IV. They set out terms concerning the statute of limitations shorter than legal ones;

V. They stipulate the performance of certain formalities so that the actions brought against the supplier may be legally admissible; and

VI. They bound the consumer to waive the protection of this Law, or subject the consumer to the jurisdiction of foreign courts.

ARTICLE 90 bis. When, after the registration, it is noted that a contract contains clauses contrary to this Law or to the Mexican Official Standards, the Agency, without requiring a formal petition, or at request of any interested party, shall proceed to cancel the relevant registration.

In such cases, the Agency shall act upon the procedure set forth in Article 123 of this Law.



Chapter XI

Breaches

Breaches

ARTICLE 91. The consumer shall be able to recover any payments made in excess to the maximum price established or stipulated, if applicable. If the supplier does not return the amount collected in excess within five business days after the claim is submitted, it shall be bound to pay, apart from the pertinent penalty, the maximum interest indicated in this article. The action to request this return shall become subject to a statute of limitations of one year as of the date when the payment took place.

The interest shall be estimated based on the average cost of funds that the Central Bank of Mexico (Banco de México) establishes, or any other rate that officially substitutes it as indicator of the cost of financial resources.

ARTICLE 92. Consumers shall be entitled, at their own discretion, to the substitution of the product or the return of the amount paid against the delivery of the product acquired and, in any case, to the refund in the following cases:

I. When the net content of one product or the amount delivered is less than the amount indicated in the container, receptacle or packaging, or when measuring instruments that do not comply

with the applicable provisions are used, taking into consideration the tolerance limits allowed by the set of internal rules and regulations;

II. If the good does not correspond to the quality, trademark or specifications and other essential elements under which it has been offered, or does not comply with the Mexican Official Standards;

III. If the good repaired is not left in adequate conditions for its use or purpose within the term of the warranty, and

IV. Other cases set forth in this Law.

In the case of apparatus, devices and goods that, due to their characteristics require technical knowledge, the opinion of experts or the verification in laboratories duly authorized shall be observed.

If, by reason of the verification, the Agency detects that any of the presumptions set forth in this provision have been breached, the Agency may order to inform consumers on the irregularities detected, in accordance with the provisions of Article 98 bis, so that they can demand from the supplier the relevant refund.

ARTICLE 92 bis. The consumers shall

be entitled to a refund or compensation when a service is rendered in a deficient manner, or in case it is not rendered or provided due to causes attributable to the supplier, or in the other cases set forth by the law.

ARTICLE 92 ter. The refund set out in Articles 92 and 92 bis may not be less than twenty percent of the price paid. The payment of said refund shall be made without prejudice to the indemnity that may correspond by reason of any damages.

To determine the payment of damages, the judicial authority shall consider the payment of the refund made by the supplier, if applicable.

The relevant refund regarding the violation indicated in Article 92, subsection I, may be made effective by the consumer directly from the supplier by submitting the voucher or receipt of payment on the date when the Agency detected the breach, which may not be less than twenty percent of the price paid.

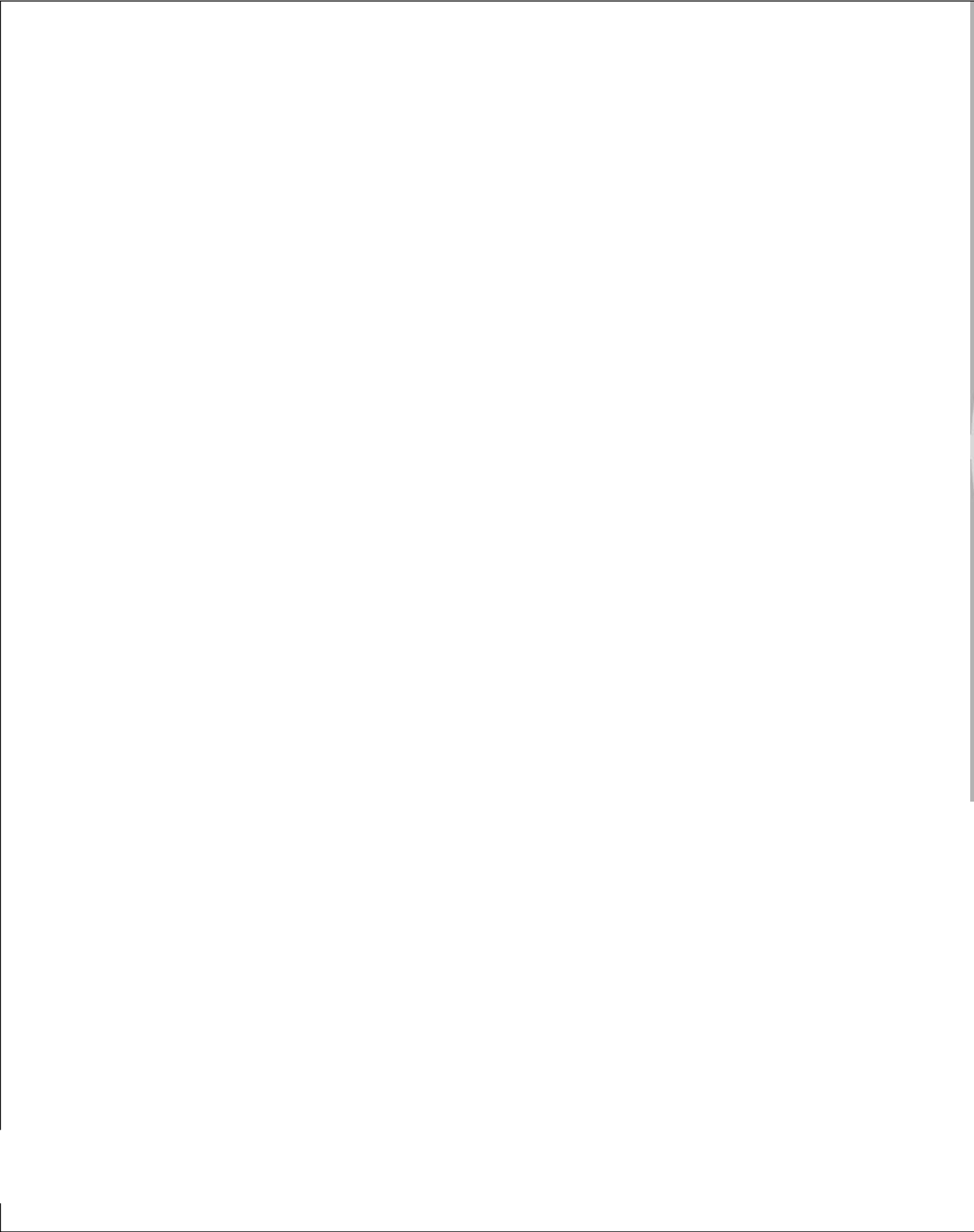
ARTICLE 93. At the choice of the consumer, the claim stipulated in Article 92 may be submitted indistinctly to the seller, manufacturer or importer within two months following the date when the product was received, provided the product has not been altered at the consumer's fault. The supplier shall compensate the claim within a term not to exceed fifteen days as of the date of such claim. The seller, manufacturer or importer may refuse to compensate the

claim if it is submitted in an untimely manner, when the product has been used in conditions different to the conditions recommended or inherent to its nature or purpose, or if it has experienced an essential, irreparable and serious detriment due to causes attributable to the consumer.

ARTICLE 94. The verifications on the quality, specifications or any other characteristic shall be made according to the Mexican Official Standards and, in absence thereof, according to the Mexican standards or the methods or procedures set out by the Ministry or the government office with competent jurisdiction of the Federal Executive Branch, prior a hearing of the interested parties.

ARTICLE 95. The products substituted by suppliers or distributors shall be substituted, in turn, against their delivery, by the person from which they acquired them or by the manufacturer that shall pay the cost of the pertinent repair, return, refund or compensation, if applicable, except when the cause may be attributed to the supplier or distributor.

In case a document exists for the product in question that covers the evaluation to approve such product rendered by any of the persons authorized or approved, as indicated in the Federal Law on Metrology and Standardization, such persons shall pay to the supplier the relevant refund or compensation.





Chapter XII

Surveillance and verification

Surveillance and verification

ARTICLE 96. In order to apply and enforce the provisions of this Law and of the Federal Law on Metrology and Standardization, and when no other government office has jurisdiction to perform pertinent surveillance and verification, the Agency shall do the pertinent surveillance and verification at the places where products or merchandise are managed, stored, transported, distributed or sold, or at the places where services are rendered, including those in transit.

Regarding the verification and surveillance set out in the preceding paragraph, the Agency shall act without requiring a formal petition pursuant to the provisions of this Law, and under the terms of the procedure set forth by the Federal Administrative Procedure Law (Ley Federal de Procedimiento Administrativo) and, regarding the verification of compliance with the Mexican Official Standards, pursuant to the Federal Law on Metrology and Standardization.

ARTICLE 97. Any person may file a denunciation with the Agency of any violations to the provisions of this Law, the Federal Law on Metrology and Standardization, the Mexican Official

Standards, and other applicable provisions. The denunciation shall indicate the following:

- I.** Name and address of the denounced party or, if applicable, the data to locate such accused party;
- II.** Detail of the facts on which the denunciation is based, indicating the good, product or service in question, and
- III.** If applicable, name and address of the denouncing party.

The denunciation may be submitted in written, or orally, by phone, electronically or through any other means.

ARTICLE 97 bis. The original document of the verification order set out in Article 65 of the Federal Administrative Procedure Law shall be produced and delivered to the person to whom the verification proceeding is to be conducted. If such person refuses to receive it, such circumstance shall be recorded in the pertinent minute, but this shall not affect the legal force and effect of the act.

ARTICLE 97 ter. When, by reason of a verification visit, it is required to gather samples to verify that this Law has been observed, the minute thereof

shall indicate the number and type of samples gathered.

To gather and analyze the samples indicated in the preceding paragraph, the following procedure shall be observed:

I. They shall be gathered by triplicate, one to be analyzed by the Agency, other to remain in possession of the verified party, which can carry out its own analysis, and the third one shall have the nature of a witness sample, and shall remain in possession of the verified party and at disposal of the Agency. A seal shall be placed upon the samples in order to guarantee their integrity;

II. The result of the analysis issued by the Agency shall be notified to the verified party, under the terms of Article 104 of this Law;

III. In case the verified party does not agree with the results, such party shall submit the analysis derived from the sample left in its possession and also the witness sample, within five days following receipt of the results from the Agency;

IV. In such cases, the Agency shall order that the witness sample be analyzed in its laboratory. The analysis shall be made in the presence of the technicians appointed by the parties, and a record shall be drafted. The expert opinion derived from this analysis shall be final, and

V. In case of nondestructive analyses or testing, the samples shall be returned to the verified party at the expense of such party; in case such party does not gather them within thirty days as of

the relevant notice, said samples may be either donated for legal purposes, or destroyed.

ARTICLE 97 quater. If during the verification proceeding any of the presumptions set forth in Article 25 bis of this Law is detected, if applicable, the proper provisional remedies shall be applied, and such circumstance shall be recorded in the relevant minute; the foregoing, without prejudice to the fact that the proceeding set forth by Article 123 of this Law may be initiated.

ARTICLE 98. A verification visit shall be understood as the visit conducted at the places set out by Article 96, according to the provisions of this Law, and the following shall be observed:

I. To examine the products or merchandise, the conditions under which they are offered or the services are rendered, and the documents and instruments related to the activity in question;

II. To verify prices, amounts, characteristics, qualities, net contents, drained mass, fees and measuring instruments for such goods or services, under the terms of this Law;

III. To corroborate the existence or inexistence of products or merchandise, on the basis of the supplier's line of business; and

IV. To perform other actions which purpose is to verify the observance of the law.

ARTICLE 98 bis. When, by reason of a verification, the Agency detects

violations to this Law and other applicable provisions, it may order to inform consumers, either individually or collectively, and even through the mass media, the actions or omissions of the supplier that affect the interests or rights of consumers, as well as the manner in which the supplier shall refund the consumers, and the suppliers shall evidence that such order has been satisfied. Otherwise, the relevant penalties shall be imposed.

The report set out in the preceding paragraph may be ordered as one of the points of the decision of the procedure contained in Article 123 of this Law.

ARTICLE 98 ter. The Agency may order to seize goods or products marketed outside the commercial premises when the applicable provisions are not observed pursuant to the procedure set out for such purpose and published in the Official Gazette of the Federation, and shall inform so to the authorities with competent jurisdiction so that the pertinent measures may be adopted.



Chapter XIII
Procedures

Procedures

First Section

Common provisions

ARTICLE 99. The Agency shall receive complaints or claims from consumers, which are based upon this Law, and they may be submitted in written, orally, by phone, electronically or through any other adequate means, if they meet the following requirements:

- I.** Name and address of the claimant;
- II.** Description of the good or services claimed, and a brief account of the facts;
- III.** Name and address of the supplier indicated in the voucher or receipt that covers the transaction subject-matter of the claim or, in absence thereof, the one the claimant has provided, and
- IV.** The place or manner in which it is requested that such claim be taken up.

The claims of individuals or legal entities set out in the first subsection of Article 2 of this Law that acquire, store, use or consume goods or services in order to incorporate them into manufacturing, transformation and marketing processes, or to render services to third parties, shall be legally admissible, provided the amount of the transaction

subject-matter of the claim does not exceed \$319,447.46.

The Agency may request to the federal, state or municipal authorities, or to the authorities of the Federal District, to provide the data required to identify and locate the supplier. The aforementioned authorities shall respond such request within fifteen days from the date of its submission.

ARTICLE 100. Claims may be taken up, at option of the claimant, at the place where the fact subject-matter of the claim has arisen; at the address of the claimant; at the address of the supplier, or at any other justified place, such as the place where the consumer performs his daily activities or the place of his residence.

In case there is not an office of the Agency in the place requested by the consumer, the Agency shall inform the place or manner in which the consumer's claim shall be served.

ARTICLE 101. The Agency shall reject, without requiring a formal peti-

tion, claims which are evidently legally inadmissible.

ARTICLE 102. Once a claim is submitted, the relevant legal actions that are subject to a statute of limitations shall be interrupted during the term when the procedure continues.

ARTICLE 103. The Agency shall give notice to the supplier within fifteen days following the date when the claim has been received and registered, and shall request to it a written report related to the facts, accompanied by a summary of such report.

ARTICLE 104. The notices given by the Agency shall be delivered in person, in the following cases:

- I.** In case of a first notice;
- II.** In case an act is requested from to the party that shall satisfy it;
- III.** In case of notifications of arbitral awards;
- IV.** In case of decisions or resolutions that impose an enforcement measure, or a penalty;
- V.** When the Agency gives notice of having received amounts as offer of payment to the creditor;
- VI.** When the authority may deem so advisable; and
- VII.** In other cases provided for by the law.

Personal notices shall be served by the process server or through certified mail, with acknowledgement of receipt from the notified party, or through any

other means to serve such notice in a legally unquestionable manner, or by the addressee, provided such addressee stipulates such consent in written. Said notice shall be served at the address of the facilities or premises indicated in the relevant voucher, or either, at the address provided by the claimant.

With respect to the notice set out in the first subsection of this provision in relation to a settlement procedure, such notice can be served upon the person who must be notified or, in absence thereof, with his legal representative, the person in charge or the person responsible for the pertinent facilities or premises. In absence thereof, the provisions of the Federal Administrative Procedure Law shall be observed.

Notices served upon the person with whom the procedure shall be conducted under the terms of the preceding paragraph shall be legal, even if it was not feasible to serve such notices at the relevant address.

In case the addressee did not indicate an address to hear and receive notifications, or has changed such address without giving notice to the Agency, who may serve such notice by posting it on the bulletin board.

With respect to acts different to the acts indicated above, notices may be served by posting them on the bulletin board, prior notice to the addressee, who can object to such fact, as well as by mail, with acknowledgment of receipt requested, or through a courier service; they can also be served by telegram, fax, electronically or through

other similar means, prior acceptance in written from the interested party.

The documentation submitted electronically, by fax or through any other proper means by an administrative office of the Agency to other office of the Agency to be served, shall have full force and effect, provided the receiving office has confirmed the identification code of the public server that submits the documentation, and this documentation is kept in full, unchanged and easily available.

ARTICLE 105. Claims may be filed within the term of one year with respect to any of the following presumptions:

I. With respect to sales of goods or rendering of services.

a) As of the date when the voucher that covers the price or the consideration agreed upon is issued;

b) As of the date when the good has been paid or the service may be enforceable, in whole or in part;

c) As of the date when the good is received, or the service is rendered, or

d) As of the last date when the consumer evidences to have requested directly from the supplier the performance of any of the obligations assumed by such supplier.

II. With respect to granting the use or temporary enjoyment of goods:

a) As of the date when the receipt is issued in favor of the party that enjoys the use or temporary enjoyment; or

b) As of the date when the consideration agreed in favor of the party that grants the use or temporary enjoyment is in fact performed.

ARTICLE 106. Within the procedures set out in this Chapter, the parties may carry out an offer of payment with the Agency by reproducing to the Agency deposits-in-court certificates issued by an institution legally authorized therefor:

I. When the creditor refuses to receive the pertinent amount;

II. When the creditor refuses to deliver the voucher of payment;

III. When a doubt exists regarding the legal appropriateness of the payment;

IV. As long as a breach of any of the obligations assumed by the adversary continues, while the procedure is being completed with the Agency;

V. In order to comply with covenants or awards; and

VI. To guarantee the commitments assumed with the Agency.

The Agency shall serve the pertinent notice and shall order its delivery to the consignee or, if applicable, to the court of law with competent jurisdiction. Once the legal actions to deliver the deposits-in-court certificates have been exhausted and the above has not been feasible, the rights to collect them shall be subject to a statute of limitations of three years in favor of the Agency, starting as of the first notice for the collection thereof.

ARTICLE 107. In case an expert testimony is required, the consumer and the supplier may appoint their respective experts, who shall not be bound to present themselves to accept

the appointment, but only to ratify the expert opinion upon its submission. In case of a difference between the expert opinions of the parties, the Agency shall appoint a court-appointed expert.

ARTICLE 108. In absence of an express indication, the terms fixed in days in this Law shall be understood as calendar days. If the day when any term concludes is a nonworking day, it shall be understood that such term will conclude on the immediately following business day.

ARTICLE 109. To evidence the legal capacity in processes brought with the Agency, with respect to individuals, a power of attorney signed in presence of two witnesses shall be sufficient; in case of legal entities, a power of attorney formalized with a notary public shall be required.

Second Section

Settlement procedure

ARTICLE 111. The Agency shall fix the date and hour to hold a settlement hearing in order to mediate the interest of the parties, said hearing shall take place at least four days after the date when the claim has been notified to the supplier.

The settlement may be made by phone or by other proper means, in which case the Agency or the parties can request that the commitments assumed be ratified in written.

ARTICLE 110. The authorized covenants and the awards issued by the Agency shall be rendered as matters finally adjudged and ready for execution, which may be brought with the competent courts by way of an enforcement procedure or a summary proceeding, at the option of the interested party.

The authorized covenants and the admissions of both suppliers and consumers of obligations under their care, as well as the offer to perform them, having been reduced to writing, and filed with the Agency, and accepted by the other party, may be made effective through the enforcement measures set forth in this Law.

Even though no claim has been submitted, the Agency shall be empowered to approve any covenants proposed by both consumer and supplier, prior their ratification.

ARTICLE 112. In case the supplier does not appear at the hearing, or does not render the report related to the facts, an enforcement measure shall be imposed and the supplier shall be summoned to a second hearing within a term not to exceed ten days; if the supplier does not appear to this hearing, a new enforcement measure shall be imposed, and the assertions of the claimant shall be deemed as allegedly true.

In case the claimant does not appear at the settlement hearing and does not file within the following ten days a legally unquestionable justification for such absence, the claim shall be deemed as dismissed, and the claimant may not be able to file another claim with the Agency with regards to the same facts.

ARTICLE 113. Prior acknowledgment of the legal capacity and the contractual relationship between the parties, the mediator shall submit to the parties a brief of the claim and the report submitted, indicating the common elements and the matters under dispute, and shall urge them to reach a settlement. Without prejudging the dispute, the mediator shall submit one or several options to solve the same, safeguarding the rights of the consumer.

With respect to goods or services rendered or supplied from time to time, such as electric power, gas or telecommunication services, the mere initiation of the settlement procedure shall suspend any authority of the supplier to unilaterally interrupt or suspend the performance of its obligations as long as such procedure concludes.

ARTICLE 114. At all times, the mediator may request from the parties to furnish any evidentiary elements deemed advisable to settle the dispute and exercise the authorities conferred upon the Agency by this Law. Likewise, the mediator may agree to conduct any procedure, which allows proving the

facts that constitute the claim. The parties may furnish the evidence they deem advisable to prove both the elements of the claim and the report.

The mediator may adjourn the settlement hearing up to three times whenever he deems advisable, or at the request of both parties. Likewise, the mediator may request that a ruling be issued, through which the contractual obligation is quantified in a certain amount.

If the hearing is adjourned, the mediator shall set a date and hour to carry it on within the following fifteen days and, if applicable, the mediator shall inform the parties of the relevant ruling so that the parties may make any observations to this opinion during the hearing.

The Agency may issue a resolution to process containing said rulings indicated in the preceding paragraphs, which shall constitute a document proving plaintiff's right of execution, nonnegotiable in favor of the consumer, provided the contractual obligation breached contained therein is true, enforceable and certain in opinion of the judicial authority, with respect to which the supplier may dispute the amount of such document, introduce evidence and assert the defenses deemed advisable.

With regards to any hearing, the pertinent minute shall be drafted. In case the supplier does not sign the minute, this shall not affect the legality of the hearing, and such denial shall be recorded.

In order to substantiate the settlement procedure indicated in this Chapter, the Federal Code of Civil Procedure (*Código Federal de Procedimientos*

Civiles) shall be applied in a supplementary manner.

ARTICLE 114 bis. The ruling set out in the preceding article shall be made based upon the following considerations:

I. The amount of the contractual obligation shall be estimated in view of the amounts originally agreed by the parties;

II. The degree of performance carried out by the supplier in relation to the obligation subject-matter of the procedure shall be analyzed;

III. With the aforesaid data, the defaulted obligation shall be estimated and, if applicable, the refund indicated in Article 92 ter, and

IV. The refund indicated in the preceding subsection shall be estimated according to the following criteria:

a) In cases when the consumer would have delivered the total amount of the transaction to the supplier, the refund shall be thirty percent of the amount of the contractual obligation established in the ruling;

b) When the consumer would have delivered over fifty percent of the total amount of the transaction to the supplier, the refund shall be twenty-five percent of the amount of the contractual obligation established in the ruling;

c) In cases when the consumer would have delivered up to fifty percent of the total amount of the transaction to the supplier, the refund shall be twenty percent of the amount of the

contractual obligation established in the ruling, and

d) In other cases, the pertinent refund shall be twenty percent of the amount of the contractual obligation established in the ruling.

The refunds indicated above shall be set without prejudice to the penalties the supplier may deserve, or the ones amended by the judicial authority.

ARTICLE 114 ter. The ruling rendered shall contain the following:

I. Date and place of issuance;

II. Identification of the person who renders the ruling;

III. Name and address of both supplier and consumer;

IV. The contractual obligation and type of good or service in question;

V. The original amount of the transaction and subject-matter of the claim;

VI. The estimate of the amount of the obligations under the care of the supplier, and

VII. The liquid quantification of the refund for the consumer.

The estimate of the amount contained in the ruling, for execution purposes, shall be updated due to the lapse of time upon the moment when such opinion was rendered and until the moment it is paid, taking into consideration the changes of prices in the country according to the inflation adjustment factor produced by the National Consumer Price Index, and published by the Central Bank of Mexico on a monthly basis.

The executive action derived from the ruling shall be subject to a statute of limitations of one year as of its issuance.

ARTICLE 115. The resolutions to process issued by the mediator shall not admit any remedy.

The covenants executed by the parties shall be authorized by the Agency whenever they do not contradict the law, and the resolution approving them shall not admit any remedy.

ARTICLE 116. In case no settlement is reached, the mediator shall urge the parties to either appoint the Agency as arbitrator or to appoint an independent arbitrator to settle the dispute. For purposes of this last case, the Agency can make available the information on independent arbitrators to the parties.

In case the arbitration is not accepted, the rights of both parties shall be left intact.

Third Section

Arbitration procedure

ARTICLE 117. The Agency may act as arbitrator between consumers and suppliers whenever the interested parties appoint it as such without requiring any prior claim or settlement procedure, and observing the principles of legality, equity and fairness between the parties.

With respect to the individuals or legal entities indicated in the first subsection of Article 2 of this Law that acquire, store, use or consume goods or services in order to incorporate them into manufacturing, transformation and marketing processes, or to render services to third parties, the Agency may act as arbitrator, provided the amount of the transaction subject-matter of the claim does not exceed \$319,447.46.

ARTICLE 118. The appointment of an arbitrator shall be recorded in a minute

with the Agency, which shall also indicate clearly the essential matters under dispute and whether the arbitration is held strictly constructing the law or as an amicable dispute resolution.

ARTICLE 119. In an amicable dispute resolution, the matters of the arbitration shall be established, and the arbitrator shall be free to render a resolution in all reason, fairness and good faith, not subject to legal rules, but observing the essential formalities of the procedure. The arbitrator shall be empowered to gather all the elements deemed advisable to resolve the matters submitted before him. No time limits or collateral issues shall be admitted.

ARTICLE 120. In the arbitration procedure held by strictly constructing the law,

the parties shall make a commitment whereby they shall set the rules for the procedure according to the principles of legality, fairness and equality between the parties. If the parties do not propose them, or if they do not have reached an agreement, the arbitrator shall establish them. In any case, the Commerce Code (Código de Comercio) shall be applied in a supplementary manner, and in absence of a suitable provision in such Code, the applicable local civil procedural ordinance shall be applied.

ARTICLE 121. The arbitral award issued by the Agency or by the arbi-

trator appointed by the parties shall be enforced or, if applicable, its enforcement may be brought within fifteen days following the date of the award notification, unless otherwise agreed.

ARTICLE 122. The decisions rendered during the arbitration procedure shall admit, as sole remedy, the motion for reconsideration, which the arbitrator appointed shall settle within a term not to exceed three days.

The arbitral award shall only be subject to a clarification within two days following the date of notification thereof.

Fourth Section

Procedures regarding Law infringements

ARTICLE 123. In order to establish a breach to this Law and, if applicable, the imposition of the penalties stipulated herein, the Agency shall give notice to the alleged infringer of the facts subject-matter of the procedure, and shall grant a term of ten business days to introduce evidence and refute them in written. Otherwise, the Agency shall issue a decision pursuant to the evidentiary means that have been made available to it.

When the Agency detects infringements to the Mexican Official Standards and brings the procedure indicated in this provision against a supplier by reason of the marketing of goods or

products that are not in compliance with such standards, it shall also give notice to the manufacturer, producer or importer of such goods or products on the initiation of the procedure set forth in this article. The Agency shall establish the penalties that may be legally admissible once the procedure in question is completed.

The Agency shall admit the evidence it deems advisable, and shall proceed to introduce them. Likewise, it may request from the alleged infringer or from third parties other evidence it may deem advisable.

Once the introduction of evidence concludes, the Agency shall give no-

tice to the alleged infringer so that the infringer may submit arguments within the next two business days.

The Agency shall render a decision within the next fifteen business days.

ARTICLE 124. The Agency may request from the claimant in the settlement or arbitral procedure or, if applicable, from the denouncing party, to furnish evidence in order to prove the existence of infringements to this Law.

ARTICLE 124 bis. In order to substantiate procedures regarding infringements to the law, as indicated in this Chapter, the provisions of the Federal Administrative Procedure Law shall be applied in a supplementary manner.



Chapter XIV

Penalties

Penalties

ARTICLE 125. The infringements to the provisions of this Law shall be penalized by the Agency.

ARTICLE 126. Infringements to the provisions of Articles 8 bis, 11, 15, 16, and other provisions not expressly mentioned in Articles 127 and 128, shall be penalized with a fine from \$159.72 to \$511,115.94.

ARTICLE 127. Infringements to the provisions of Articles 7 bis, 13, 17, 18 bis, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45, 47, 48, 49, 50, 52, 53, 54, 55, 57, 58, 59, 60, 61, 62, 66, 67, 68, 69, 70, 72, 75, 77, 78, 79, 81, 82, 85, 86 quater, 87 bis, 90, 91, 93, 95 and 113, shall be penalized with a fine from \$319.45 to \$1,022,231.88.

ARTICLE 128. Infringements to the provisions of Articles 7, 8, 10, 12, 44, 63, 63 bis, 63 ter, 63 quintus, 65, 65 bis, 73, 73 bis, 73 ter, 73 quater, 73 quintus, 74, 76 bis, 80, 86 bis, 87, 87 ter, 92, 92 ter, 98 bis and 121 shall be penalized with a fine from \$518.37 to \$2'027,403.14.

ARTICLE 128 bis. In cases of particular seriousness, the Agency may penal-

ize with a closing down, in whole or in part, which may last up to ninety days, and additionally penalized with a fine from \$95,834.24 to \$2,683,358.70.

ARTICLE 128 ter. Cases of particularly seriousness shall be:

I. Cases where the rights and interests of a group of consumers could be affected in case the supplier continues to operate.

II. When the infringement in question could endanger the life, health or safety of a group of consumers.

III. The infringements committed in relation to goods, products or services that, due to the season or special circumstances of the market, adversely affect the rights of a group of consumers.

IV. Conducts committed taking advantage of shortages, remoteness or difficulty to supply a good or to render a service;

V. Acts with respect to basic commodities of generalized consumption, such as foods, natural gas or liquefied petroleum gas, gasoline or other products subject to a maximum price or prices or fees established or registered by the Ministry or by any other competent authority, and

VI. Recidivism in the commission of infringements to the articles indicated in Article 128 of this Law.

ARTICLE 128 quater. A penalty to prohibit the marketing of goods or products shall be imposed when, once this marketing is suspended, it is established that its adjustment, reprocess, repair or substitution is not feasible, or either when its marketing cannot be made according to the provisions of this Law.

In the case of the provisions set forth in the preceding paragraph, the Agency may order the destruction of the relevant goods or products.

With respect to services, the prohibition to market them shall be admissible when, once it has been suspended it cannot be guaranteed that their rendering can be made according to the provisions of this Law.

ARTICLE 129. In case of recidivism, a fine up to the double amount of the amounts indicated in Articles 126, 127, 128, 128 bis can be applied, and even an administrative detention of up to thirty-six hours.

ARTICLE 129 bis. Due to inflation, the Agency shall adjust every year the amounts indicated in pesos in Articles 25, 99, 117, 126, 127, 128, 128 bis and 133 of this Law. No later than December the 30th of each year, the Agency shall publish in the Official Gazette of the Federation the amounts adjusted that shall govern during the next calendar year.

For these purposes, the Agency shall base upon the variation observed in the value of the National Consumer Price Index published by the Central Bank of Mexico between the last adjustment of these amounts and the month of November of the year in question.

ARTICLE 130. Recidivism is understood as one same infringer committing two or more infringements to the same legal provision during the course of one year, starting as of the day when the first infringement was committed.

ARTICLE 131. The penalties imposed due to infringements to this Law and the provisions derived hereunder shall be imposed indistinctly based upon:

- I.** The minutes drafted by the authority;
- II.** The data verified and furnished in the denunciations submitted by consumers;
- III.** The advertising or information of suppliers and the verification of infringements; or
- IV.** Any other element or circumstance that may be used as evidence to determine the breach or failure to apply the penalty.

The resolutions of the Agency shall be duly grounded and legally reasoned pursuant to the law, taking into consideration the criteria set forth in this ordinance.

ARTICLE 132. The Agency shall determine the penalties according to the provisions of this Law and the regula-

tions hereto taking as basis the seriousness of the infringement, and taking into account the following elements:

- I.** The damage caused to the consumer or to society in general;
- II.** The intentional nature of the infringement;
- III.** Whether it is a case of recidivism, and
- IV.** The economic situation of the infringer.

Likewise, the Agency shall take into consideration the general facts of the infringement, in order to gather the elements that may allow it to express in detail the reasons it may have to establish the amount of the fine to a specific amount.

ARTICLE 133. In no case may the same fact that constitutes an infringement be penalized twice or more times, nor by two or more administrative authorities, except in cases of recidivism.

When several infringements are committed with one same fact or omission and to which this Law imposes a penalty, the total amount for such penalties shall not exceed \$5'366,717.39.

ARTICLE 134. The authority that may have imposed any of the penalties set forth in this Law may condone, reduce or commute it, and to this end, such authority shall appraise the circumstances of the case, the causes that gave rise to such imposition, as well as the extent in which the claim of the consumer has

been satisfied, but the request from the interested party shall not constitute a remedy.

The authority shall not exercise the capacity indicated in this provision with respect to penalties imposed by reason of the procedures to verify and surveil the observance of this Law and other applicable provisions.



Chapter XV

Administrative remedies

Administrative remedies

ARTICLE 135. A motion for review may be filed against the resolutions of the Agency rendered based upon the provisions of this Law and other ones derived hereof, under the terms of the Federal Administrative Procedure Law.



Transitory articles

Transitory articles of 2004

FIRST. This Decree shall take effect ninety days after it has been published in the Official Gazette of the Federation, except for the provisions set out in the following transitory articles.

SECOND. Article 92 ter shall take effect one hundred eighty days after the publication of this Decree.

THIRD. The amendment to Article 114 regarding the issuance of a ruling by the Agency, as well as the amendment to Article 26 and Articles 114 bis and 114 ter, shall take effect one year after the publication of this Decree, subject to the budgetary availability to operate the offices required by the Agency to fulfill the duties set forth in such articles.

FOURTH. Article 18, subsection IV and the second paragraph of Article 99, regarding individuals, as well as the amendments to Article 100, to the last paragraph of Article 104 and the second paragraph of Article 117, the latter also with respect to individuals, shall take effect nine months after the publication of this Decree. Likewise, in relation to the legal entities indicated in the second paragraph of subsection I of Article 2, as well as the second para-

graph of Articles 99 and 117, respectively, said provisions shall take effect eighteen months after the publication of this Decree.

FIFTH. The procedure to cancel the registration set out in Article 90 bis, shall only be admissible regarding contracts that have been registered after the effective date of this Decree.

SIXTH. Regarding the transactions derived from the marketing systems indicated in Article 63 of the law carried out on a date before the effective date of this Decree, the provisions that governed them shall continue to apply until such contracts expire and the groups that exist on that date have been liquidated.

The corporations that currently manage such marketing systems may not open new groups of consumers under the terms of such provisions, nor execute new adhesion contracts. The above notwithstanding, during the sixty and two hundred and forty immediately following calendar days to the effective date of this Decree, either regarding personal or real property, respectively, the aforementioned corporations may execute adhesion contracts wherein the provisions

mentioned in the preceding paragraph have been observed, exclusively in cases of groups of consumers that are still in the process of integration.

SEVENTH. As of the effective date of this Decree, the aforesaid corporations may only open new groups of consumers and execute the relevant adhesion contracts when they have the authorization of the Ministry, under the terms of Article 63, and have satisfied the applicable provisions.

EIGHTH. For purposes of the sixth transitory article, the Ministry and the Agency, within the scope of their jurisdictions, shall supervise the process to liquidate the groups, and to this end, they shall establish the pertinent guidelines.

NINTH. The corporations indicated in the sixth transitory article shall submit to the Ministry the information regarding the operation of the system, the number of contracts, number of groups, terms, and the condition of the consumers in the manner and terms established therefor, amongst other information. The Ministry may request to the aforesaid corporations to carry out external audits regarding groups of consumers incorporated according to the provisions in force before the effective date of this Decree.

The breach of the obligations to submit the information or carry out the audits set out in this article shall be penalized under the terms of the provisions of Article 128 of the Federal Consumer Protection Law.

Transitory articles of 2006

FIRST. This Decree shall take effect the next day of its publication in the Official Gazette of the Federation.

SECOND. The individuals indicated in Article 65 bis shall have a term of ninety calendar days as of the effective date of this Decree to comply with the provisions of the third paragraph of the cited provision.

THIRD. The Ministry of Economy shall issue the Mexican Official Standard set out in this Decree, pursuant to the provisions of the Federal Law on Metrology and Standardization.

FOURTH. Pawnshops that operate on the effective date of this decree shall have a term of six months as of the date when the Mexican Official Standard indicated in the preceding article has been published to obtain the registration of the relevant contract with the Agency.

Transitory article of 2009

SOLE. This decree shall take effect the next day it has been published in the Official Gazette of the Federation.

Glossary

SPANISH

Acta
Acuerdo (de autoridades)
Afirmativa ficta
Acuerdo (entre partes)
Aseguramiento (de bienes, etc.)
Audiencia de conciliación
Autoridades competentes
Barata
Bienes
Bonificación
Condiciones de pago
Consumidor
Contrato
Contrato de adhesión
Convenio
Delegados
Denuncia
Dependencia
Derogar
Dictamen (título ejecutivo)
Dictamen pericial
Estatuto Orgánico
Formatos
Fracción
Fuerza pública
Garantía
Inequitativo
Inmovilización (de bienes, etc.)
Intereses moratorios
Legitimación procesal activa
Ley Federal de Protección al Consumidor

ENGLISH

Minute
Resolution
Constructive assent
Agreement
Seizure
Settlement hearing
Authorities with competent jurisdiction
Sale
Goods
Refund
Terms of payment
Consumer
Contract
Adhesion contract
Covenant
Delegates
Denunciation
Government office
Repeal
Ruling
Expert opinion
Charter
Forms
Subsection
Police force
Warranty
Inequitable
Impoundment
Past-due interests
Plaintiff's standing
Federal Consumer Protection Law

SPANISH

Medidas de apremio
Medidas precautorias
Métodos comerciales desleales
Ministerio Público
Norma
Norma mexicana
Norma oficial mexicana
Operación u operaciones
Prácticas abusivas
Prescripción
Presupuesto (de un proveedor)
Procurador Federal del Consumidor
Procuraduría Federal del Consumidor
Proveedor
Publicidad abusiva
Publicidad engañosa
Reconstruido (aparato, producto)
Recurso
Reparación (de daños)
Servicios
Subdelegados
Supervisión
Unidades (de la Procuraduría)
Ventas a domicilio
Ventas mediatas
Verificación
Vigilancia
Vigilar
Visita
Visita de verificación

ENGLISH

Enforcement measures
Provisional remedies
Unjust trade methods
Public Prosecutor
Standard
Mexican standard
Mexican official standard
Transaction or transactions
Unfair practices
Statute of limitations
Estimate
Federal Consumer Attorney
Consumer Protection Federal Agency
Supplier
Unfair advertising
Deceptive advertising
Refurbished
Remedy
Redress
Services
Assistant delegates
Supervision
Offices
Door-to-door selling
Non-immediate selling
Verification
Surveillance
Surveil
Visit
Verification visit



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