

New Law on Consumer Protection

The new Law on Consumer Protection ("Official Gazette of the Republic of Serbia", No. 35/2026, hereinafter: the "Law") has been fully applicable since 2 August 2026. During August and early September, the first implementing regulations were also adopted, further clarifying certain obligations imposed on sellers.

As of 1 September, the new Rulebook on the Conditions, Content and Manner of Publishing Price Lists applies, while the "Official Gazette of the Republic of Serbia", No. 82/2026 of 4 September, published, among other regulations, the new Rulebook on the Form for Withdrawal from Distance Contracts and the Rulebook on the "NE ZOVI" Register, both of which enter into force on 12 September 2026.

Following the first month of the Law's full application, this is a timely opportunity for sellers to assess whether their procedures, general terms and conditions, online sales processes and consumer communications are fully compliant with the new framework.

Selling of Goods and Services Online

The Consumers 14-day right of withdrawal from distance contracts remains unchanged. However, sellers should ensure that consumers receive all mandatory pre-contractual information before they become bound by a contract.

Failure to properly inform consumers of their right of withdrawal may have significant consequences: if the prescribed information is not provided, the withdrawal period may be extended by an additional 12 months.

New transparency requirements also apply to online sales. Where a price is personalized on the basis of automated decision-making, the consumer must be

clearly informed of this before entering into the contract.

Consumer Reviews, Ranking and Online Marketplaces

One of the more significant changes introduced by the Law relates to how products are presented to consumers online. If a seller presents reviews as having been submitted by consumers who have actually purchased or used a product, the seller must take reasonable and proportionate steps to verify that this is the case. Posting or commissioning fake reviews, or manipulating reviews to promote products, expressly constitutes a misleading commercial practice.

The same principle applies to online search results: paid advertising or payment made specifically to achieve a higher product ranking must be clearly disclosed.

Online marketplace providers are subject to additional transparency obligations. Before a contract is concluded, consumers must receive clear information on the main parameters determining the ranking of offers, whether the offer is made by a seller or a private individual, and how contractual obligations are allocated between the seller and the platform.

Digital Content and Services

For the first time, the new Law sets out detailed rules for contracts for the supply of digital content and digital services, including applications, software, cloud services and digital subscriptions.

Sellers are responsible for the conformity of digital content and services, including their functionality, compatibility, continuity and security, and must also provide the required updates.

For continuous supply, this responsibility applies throughout the agreed contractual period. For one-off supply, the seller is

generally liable for any lack of conformity that becomes apparent within two years.

Specific rules also apply to goods with digital elements, i.e. goods whose operation depends on embedded or connected software., liable for any lack of conformity that becomes apparent within two years.

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Consumer Complaints and Non-Conforming Goods

The Law introduces an important change to the remedies available where goods are non-conforming. If a lack of conformity becomes apparent within the first 30 days after delivery, the consumer may choose between replacement of the goods, an appropriate price reduction or termination of the contract.

Under the previous regime, consumers had this broader choice of remedies for six months.

At the same time, the presumption that a lack of conformity existed at the time of delivery now applies for one year. Accordingly, during the first year, the seller bears the burden of proving that the lack of conformity did not exist at the time of delivery, unless such a presumption is incompatible with the nature of the goods or the defect.

The deadline for responding to a consumer complaint remains eight days, while complaints must generally be resolved within 15 days, or within 30 days for technical goods and furniture.

The Law now expressly provides a three-day period for the consumer to respond to the seller's proposed resolution of the complaint. While the seller is awaiting that

response, the deadline for resolving the complaint is suspended.

Sellers should therefore review their complaint-handling procedures and records, response templates and internal instructions for employees handling consumer complaints.

Publishing Price Lists: New Rules from 1 September

The Law requires price lists to be published in a digital format suitable for automated processing and kept up to date so that they reflect current prices.

The Rulebook on the Conditions, Content and Manner of Publishing Price Lists ("Official Gazette of the Republic of Serbia", No. 76/2026), applicable since 1 September 2026, sets out further requirements for retailers selling prescribed categories of consumer goods whose sales revenue in the preceding financial year exceeded RSD 3 billion.

For retailers within its scope, the Rulebook specifies the required content of price lists, the applicable data format and the publication of data on the Open Data Portal.

Penalties

For many misdemeanors, the Law provides for fixed fines of RSD 200,000 for a legal entity, RSD 50,000 for the responsible person and RSD 100,000 for an entrepreneur.

For more serious misdemeanors, including certain unfair commercial practices, the fine for a legal entity may range from RSD 300,000 to RSD 2,000,000.

What should sellers review now?

Business selling goods or services to consumers should review:

- their general terms and conditions;
- the information made available to consumers before purchase;
- the terms and documentation for online sales, including the withdrawal form;
- their consumer complaints procedure and complaints records;
- the manner in which reviews, rankings and personalized prices are used;
- contracts and terms of use for digital products and services; and
- price display obligations, where applicable.

For you require an assessment of whether any of the new obligations apply to your business, or a review of your existing consumer-related documentation and procedures, our Tasić & Partners team is available to assistance, you can contact us by email at office@tasiclaw.com or by phone at +381116302233.