

FRAMEWORK LAW N ° 2011/012 OF 6 MAY 2011
CONSUMER PROTECTION IN CAMEROON

The National Assembly deliberated and adopted,
The President of the Republic promulgates the law, the content of which follows:

Chapter I:
General provisions

- Article 1** ^{er} :
- (1) This law establishes the general framework for consumer protection.
 - (2) It applies to all transactions relating to the supply, distribution, sale, exchange of technologies, goods and services relating to the protection of the consumer.
 - (3) The transactions referred to in paragraph 2 above relate in particular to the sectors of health, pharmacy, food, water, housing, education, services financial, banking, transport, energy and communications.
- Article 2** : Within the meaning of this law and the implementing texts, the following definitions are admitted:
- **Consumer** : anyone who uses products to satisfy their own needs and those of their dependents and not to resell, transform or use within the framework of his profession, or any person who benefits from the services on duty ;
 - **Restrictive** business practice: Any business practice that requires consumer to buy, rent or procure any technology, good or service as a condition or prerequisite for buying, renting or procuring any technology, good or service as a condition or prerequisite for buying, renting or procure any other technology, good or service;
 - **Unfair business practice** : any business practice which, in the context of promoting the sale, use or supply of a good, service or technology, adopts a methodology, including oral, written or visual representation, which undermines fairness in a transaction;
 - **Abusive** clause: any clause which is or which appears to be imposed on the consumer by a supplier or service provider who has economic superiority over the consumer, giving the former an unfair, unreasonable or excessive advantage over the second ;

- **Consumer** contract: a contract other than the rental or employment, established between a consumer and a supplier of goods or a provider of service, for the sale, the supply of a good, a technology or a service of service.
- Chapter II:**
Principles of consumer protection
- Article 3** : The national consumer protection policy is based, within the framework treaties, laws and regulations in force, in particular the following principles:
- a) The principle of protection according to which consumers have the right to the protection of life, health, safety and the environment in the consumption of technologies, goods or services;
 - b) The principle of satisfaction according to which consumers have the right to satisfaction basic or essential needs in the areas of health, food, water, housing, education, energy, transport, communications and any other area of technology, goods and services;
 - c) The principle of equity according to which consumers have the right to full compensation damages for the damages suffered and which, at the end of the provisions of this law or other regulations in force, are attributable to the suppliers or service providers;
 - d) The principle of participation according to which consumers have the right and the freedom to form voluntary, autonomous and independent in order to achieve or participate in the promotion and defense of human rights covered by this law.
- Chapter III:**
Consumer economic and technological protection
- Article 4** : Unfair, restrictive or anti-competitive business practices, as well that abusive contract and consumer clauses must be regulated and controlled and, as far as possible, prohibited in all contracts and transactions to which the this law applies.
- Article 5** :
- (1) Contractual clauses which:
 - Exempt, exclude, reduce or limit the liability of suppliers or service providers for defects, deficiencies or inequalities of all kinds in the technology, the good supplied or the service rendered;
 - Involve the loss of the rights and freedoms guaranteed to the consumer or limit them exercise ;
 - Create unfair, unreasonable, unfair contractual terms or conditions, repressive or which return to the responsibility of the consumer of the defects, the deficiencies or inadequacies not immediately apparent;
 - Impose a unilateral arbitration clause.
 - (2) The contractual clauses mentioned in paragraph 1 above may be automatically declared void by the competent court.

- Article 6** :
- (1) Standard agreements or membership contracts must be drawn up in French and in English in characters visible and legible at first sight by anyone with a normal view. They must be regulated and monitored to ensure protection legitimate to the consumer.
 - (2) The agreements or contracts referred to in paragraph 1 above must also contain terms clear and understandable to the general public, without reference to other contracts, rules, practices, texts and documents not known to the public or not made available provision before or during the execution of said contracts.
 - (3) The parties to an agreement or contract shall each receive and keep a copy of the texts or documents containing or proving the transaction.
- Article 7** : The consumer has the right to withdraw within a period not exceeding fourteen (14) days from the date of signing or performance of a contract, receipt of a technology, good or service when the contract has been concluded, independently of the place, at the initial of the supplier, the seller or his employees, agents or servants.
- Article 8** :
- (1) Restrictive and unfair business practices which may have adverse effects negative effects on consumer rights, including cartels, mergers, abuses dominant position, market sharing, false, false or abusive, are strictly prohibited.
 - (2) The practices of a business or society which limit or are likely to restricting a competitor's access to the market are prohibited.
- Article 9** : Regarding the granting of credits to the consumer for the provision of technologies, goods and services, the supplier or service provider is required to inform the consumer in writing on the spot price, the amount of interest, the annual rate from from which this interest is calculated, the interest rate on arrears, the number of drafts payable, the frequency and periodicity of these drafts and the total amount to be paid.
- Article 10** :
- (1) The seller, supplier or service provider of a technology must supply or deliver to the consumer a product, technology, good or service that satisfies the minimum requirements for durability, use and reliability and which ensures its legitimate satisfaction.
 - (2) The technology, good or service supplied must be accompanied by a manual, a receipt or any other document containing, among other things, information relating to technical characteristics, mode of operation, use and guarantee.
 - (3) For transactions involving durable goods, an after-sales service must must be insured to the consumer.
- Article 11** : When the goods sold to the consumer are defective, second-hand, reconditioned or repaired, it must be expressly mentioned, clearly and separately on invoices, receipts, receipts or accounting documents.

- Article 12** :
- (1) The sale or acquisition of a technology, good or service conditioned on the purchase of another technology, good or service by the same consumer is prohibited and must be repressed.
 - (2) The consumer must not be deprived of the possibility of acquiring a technology, a good or service unless it is excluded by a particular text.
- Article 13** : Each supplier or provider of a technology, a good or a service must provide the consumer with fair and sufficient information in French and English, clear and legible concerning the goods and services offered in order to allow him to make choices adequate and reasonable before entering into a contract.
- Article 14** : Any advertising intended for the consumer must comply with the legislation and the regulations in force regarding the advertising of prices and conditions of sale.
- Chapter IV:**
Physical security and environmental protection
- Article 15** : Competent authorities and consumer groups must create and strengthen appropriate institutional frameworks to ensure that activities relating to the management, collection and disposal of hazardous or toxic waste, water management and wastewater treatment comply with relevant laws and regulations. in terms of environmental protection.
- Article 16** :
- (1) Any technology or good produced locally or imported, must be inspected, tested and measured by the competent authorities, in order to ensure that it is specific to the consumption and that it complies with national and international standards on environment, health and safety.
 - (2) The sale of a technology or a good that has not previously satisfied the national environmental, health and safety standards is prohibited.
 - (3) Any technology or product constituting a potential danger must, as soon as it is observed of this condition, be immediately withdrawn from sale and returned for testing, at the expense of the supplier or seller, without prejudice to other penalties provided for by law and the regulations in force.
- Article 17** : Standards relating to food, pharmaceutical and drugs must be mandatory and comply with those set by the organizations competent international organizations and cover chemical and biological safety.
- Article 18** : Any consumer good or any service dangerous to human health, animal or environmental protection must be accompanied by an instruction manual, in particular French and English, including easily visible warnings to allow normal use under conditions of maximum safety.
- Article 19** :
- (1) The sale of unpackaged food products, with the exception of homegrown products, is prohibited.
 - (2) The packaging of any product sold must comply with the standard for the labeling of prepackaged food in Cameroon.
- Article 20** : Granting of patents, trademarks, copyrights, service marks, authorizations, permits or any other document issued by the competent administrations to producers or suppliers of goods, technologies or services does not in any case exempt, the beneficiaries of liability for the damage actually caused to consumers and who are responsible to them or to other stakeholders in the distribution of dangerous goods.

- Chapter V:**
Consumer education and participation to decision making
- Article 21** : Consumers have the right and the freedom to form associations or voluntary, autonomous and independent consumer organizations with a field and well-defined intervention areas. They can participate in decision-making structures at the state level.
- Article 22** : Consumer associations are non-political groups with a goal non-profit. As part of their activities, they must refrain from:
- To promote commercial and / or political activities;
 - To insert commercial advertisements in their publications;
 - To make selective commercial use of information and advice intended to consumers.
- Article 23** : The objectives of consumer associations are, among others:
- Promotion and protection of consumer interests;
 - Representation of the individual or collective interests of consumers to the State or suppliers and service providers from the public and private sectors;
 - The collection and processing of objective information on goods and services which exist on the market;
 - The implementation of training and consumer education programs.
- Article 24** : Consumer education and information programs focus on in particular on:
- Health ;
 - Nutrition and prevention of diseases related to water and food, as well as food spoilage;
 - Food hygiene;
 - Environmental hygiene;
 - Safety and dangers related to the products;
 - Standards, in particular those relating to product labeling;
 - Information on weights and measures, prices and quality, availability of goods and services and environmental preservation;

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- Legislative and regulatory texts relating to consumption, in particular with regard to concerns the repair of damage caused by technologies, goods and services provided.
- Article 25** :
- (1) A National Consumer Council is hereby established, reporting to the Minister in consumption charge.
 - (2) The National Consumer Council is an advisory body whose mission is:
 - To promote the exchange of views between public authorities, organizations of protection of the collective interests of consumers and employers' organizations;
 - To promote consultation between representatives of consumer interests and representatives of employers' organizations on questions relating to the protection of consumer;
 - To issue opinions on all draft texts of a legislative and regulatory nature that may have an impact on the consumption of goods and services or on the Consumer Protection ;
 - To study all questions relating to the consumption of goods and services or to the consumer protection submitted to it by the government.
 - (3) The organization and functioning of the National Consumer Council provided for in paragraph 1 above are fixed by regulation.
- Chapter VI:**
Repairing damage to consumers
- Article 26** :
- (1) The defense in court or before any arbitration body of the interests of a consumer or group of consumers can be individual or collective.
 - (2) Individual defense is that made by the injured consumer or by his Have rights.
 - (3) Collective defense is ensured by a consumer association or a non-governmental organization working for consumer protection.
- Article 27** :
- (1) The action aimed at the defense of the interests of consumers is brought before the competent courts or brought before arbitration bodies either by the injured consumer or by his beneficiaries, or by one of the structures referred to in paragraph 3 of article 26 above.
 - (2) The action referred to in paragraph 1 above may be preventive or restorative.
 - (3) Preventive action is that which tends to put an end to the threat of infringement of rights of the consumer. It can only be brought by an association of consumers or by a non-governmental organization.
 - (4) The restorative action is that which results from an infringement of the rights of a consumer or a group of consumers.
- Article 28** : Within the framework of the instruction of any procedure relating to the protection of consumer, the burden of proof to the contrary of the alleged facts lies with the seller, supplier or service provider.

- Article 29** : Decisions rendered within the framework of proceedings brought by an association non-governmental produce with regard to all consumers, all their effects beneficial and can be claimed by a consumer or group of consumers to obtain compensation for the damage suffered.
- Article 30** :
- (1) In the context of consumer protection, it is created at the level of each district, an appeals committee whose mission is to ensure the public service arbitration of disputes relating to consumer protection.
 - (2) The organization and functioning of the committees provided for in the above paragraph are set by regulation.
- Article 31** :
- (1) The consumer may request the cancellation or revision of the contract without prejudice compensation for the damage suffered.
 - (2) The request for cancellation is based on defects or latent defects which affect the quality of the technology, good or service covered by the contract.
 - (3) The consumer may demand replacement or repair at the expense of the seller, the supplier or service provider of the technology, good or service without prejudice to his right to compensation for the damage suffered.
 - (4) During the repair period, which may not exceed fifteen days from the date of delivery of the goods or the finding of a defect in the technology or service, the seller, supplier or service provider must provide the consumer with a good, a replacement technology or service so as to avoid any inconvenience to the consumer. Failure to provide or the impossibility to do so is resolves in damages negotiated with the consumer.
 - (5) Under the terms of the negotiation provided for in paragraph 4 above, the dissatisfied consumer retains the right to take legal action.
- Chapter VII:**
Criminal provisions
- Article 32** :
- (1) Shall be punished with imprisonment of six months to two years and a fine of two hundred one thousand to one million francs or one of these two penalties only, whoever provides erroneous information about the quality of technologies, goods or services provided to a consumer.
 - (2) Anyone who gives false information to the competent authorities or any structure, body or association of consumers during an investigation conducted under this Act.
- Article 33** : Without prejudice to the criminal liability of managers or employees of companies commercial sales, supply or provision of services, technology or goods, legal persons may be sentenced to double the fines provided for in Article 32 above, if the offenses committed by their managers or employees have been committed on occasion or in the exercise of their functions within said structures.
- Article 34** :
- (1) Where one of the offenses referred to in this chapter has caused injury to a consumer, the amount of compensation for compromised rights is