

Translation from Arabic

OFFICIAL GAZETTE NO (1185)

THE PUBLIC AUTHORITY FOR CONSUMER PROTECTION

DECISION NO .77/2017

**PROMULGATING THE EXECUTIVE REGULATIONS FOR THE
CONSUMER PROTECTION LAW**

Based on:

- The Royal Decree No.26/2011 establishing the Public Authority for Consumer Protection,
- The regulation of the Public Authority of Consumer Protection promulgated by the Royal Decree No.53/2011
- The Consumer Protection Law promulgated by the Royal Decree No.66/2014 ,
- The executive regulations of the Consumer Protection Law promulgated by the ministerial decision No.49/2007
- The Cabinet of Ministers' approval
- The board of directors of the Public Authority for Consumer Protection's approval

And in accordance with the public interest,

We decreed the following

Article One

The Executive Regulation of the Consumer Protection law attached herewith shall come into force.

Article Two

The above-referred to ministerial decision No.49/2007 shall be invalidated along with all provisions violating or breaching the regulations attached herewith.

Article three

This Decree shall be published in the official gazette and shall come into force on the day following that of its publication.

Issued on: 10th Jumada al-Thani, 1438 AH

Corresponding to: 9th March, 2017 AD

Dr. Said bin Khamis Al Ka'abi

Chairman of the Public Authority for Consumer Protection

THE EXECUTIVE REGULATIONS OF THE CONSUMER PROTECTION LAW CHAPTER ONE

Definitions and General Provisions

Article (1)

In application of the provisions of this law, the following words and phrases shall have the meanings provided in the Consumer Protection Law, unless otherwise required:

١. **Law**

The Consumer Protection Law

٢. **Competent body**

The administrative division of the Authority in charge of supervising the application of the law and regulations' provisions

٣. **Recall**

A procedure taken by the Public Authority for Consumer Protection or the supplier to withdraw commodities, or stop services found in defect, or not matching to standard specifications or harmful to consumers health.

٤. **Warranty**

A written statement issued by the supplier, commercial agent, advertiser or their representatives that acknowledging that the commodities, subject of warranty, or services are free from any defects and comply with standard specifications and shall be replaced, returned and refunded or repaired in case of any defect or malfunction that may occur during the warranty period.

٥. **E-Contracting**

A contract signed between the supplier and the consumer through electronic means.

Article (2)

The Council of Ministers may propose the necessary modifications amendments to the regulations provisions and the Chairman of the Council shall take the procedures related to such amendments.

Article (3)

Commodities shall be deemed as adulterated in the following cases:

١. In case of any change, modification in any way in its number, amount, measurement, load, weight, capacity, caliber, identification, fact, nature, specifications, elements, reference, origin, composition , expiry date, characteristics, information and quantity.
٢. If packaged in other containers or forms

- ϣ. In case of misleading advertisement or promotion
- Ϸ. In case of using containers, vats, covers, packages, labels, and prints not complying with the standard specifications or defective, harmful to health and safety, while processing and preparing commodities authorized for trading.

Article (4)

Commodities are deemed defective in the following cases:

- Ϡ. If the commodity were found to be unfit for utilization, use and consumption
- ϡ. In case of expiry
- ϣ. In case of change in any of its natural properties or ingredients
- Ϸ. In case of showing signs of corruption or damage
- ∘. In case it is proved corrupted upon inspection

Article (5)

Commodities shall be deemed counterfeit if in case of any resemblance in shape with the original commodities and difference in quality in a way misleading the consumer on its source, type, composition, elements, quantity, shape and value.

Article (6)

After coordinating with the competent bodies, the Chairman shall issue a resolution to suspend the provision of a service, the trading of a commodity or destroying it if destruction is the only way to curtail the risk arising from the commodity, when any or any of the following occur:

- Ϡ. In case of any actual or impending risk as substantiated by confirmed information.
- ϡ. Commodities and services not complying and not conforming with the approved standard specifications or if the commodities and services are adulterated, corrupt, counterfeit and not authorized for trading.
- ϣ. If the use of commodities or services may put the safety, health or money of the consumer at risk.
- Ϸ. In case of any studies, scientific research, laboratory reports confirming that the commodities or services are harmful for consumers and their money.
- ∘. The occurrence of complaints or claims against commodities and services after verifying its credibility.

Article (7)

The Chairman, and pursuant to the approval of the Board of Directors, shall in any case as provided in article (9) of the law, take temporary measures to curtail, limit or decrease the continuous increase in prices after approving such measures from the Council of Ministers. A resolution shall be rendered in this regard, fixing the conditions of commodities and services trading, its prices and validity. The validity of the resolution shall be extended to one or further periods, with the same measures, in case the conditions and cases provided in article (9) of the law still exist.

Article (8)

The Chairman of the Board shall evaluate the abnormal increase in prices in accordance to the provisions of article (9) of the Law, and rely on the following basis:

١. Non availability of commodities.
٢. Inflation rate in the Sultanate.
٣. Commodities or services price during the previous period.
٤. The general price level in Oman and the neighboring countries.
٥. Commodities or services price in Oman and the neighboring countries.
٦. Increase ratio of commodities or services price.
٧. Foreign currency exchange rate when commodities and primary materials.
٨. Consumers' complaints to the Authority.
٩. Price increase in the country of origin.
١٠. Increase of shipping and transportation costs.
١١. Increase of energy prices.
١٢. The existence of competition or monopoly according to applicable laws.

Article (9)

In case of a dispute occurred between the supplier and the consumer, the Authority may appoint an expert to provide the technical opinion and prepare reports about this dispute.

Expert expenses shall be shouldered by the consumer who may claim the same in the event of a final judicial ruling in his favor.

Article (10)

The Authority may take free samples of commodities that may put the consumer's health and safety at risk, for inspection and testing according to the following:

١. Samples shall be sufficient, with the presence of the supplier or his representative or any of his personnel
٢. Commodities shall be referred to governmental or non-governmental authorized laboratories.
٣. If the suspected commodities are non-durable goods and subject to perish fast, samples shall undergo laboratory examination on urgently.
٤. The supplier shall bear the cost of the inspection if the commodity was found to be unfit or defective.

Chapter II

Consumers' Rights

Article (11)

The Chairman may take all measures to guarantee consumer's rights, regulate the integrity of transactions in a way that respects the general rules of commodities and services' safety and check their compatibility with the standard specifications .In particular, he shall:

١. Issue warnings, notices or take the necessary precautions that may be advised and notify the consumer.
٢. Keep the supplier under obligation to return commodities in order to replace change or to refund partially or full price paid therefore.

Article (12)

The supplier shall provide the consumer, whether he asks or not, an invoice proving the purchase of the commodity or the receipt of the service. The invoice must be written in Arabic and may use any other language alongside the Arabic.

The invoice shall include the basic information for the commodity or the service, in addition to the following:

١. Name of the supplier, his commercial shop, commercial registration number and all other details.
٢. Date of contract on the commodity or service.
٣. Price of the commodity and service, its type and the amount of tax included, if any.
٤. Quantity of commodity in terms of number, weight or volume.
٥. Delivery date, if any and way of delivery.
٦. Supplier's signature and seal, or his legal representative.

Warranty or maintenance period or free service and its type based on the commodity or service's nature, and it may be determined in a separate document.

Article (13)

Without prejudice to article (12) of the regulations, the invoice proving the purchase of the commodity or the receipt of the service in installments shall include the following information:

١. Total installment amount.
٢. Profit rate and how it is calculated.
٣. Calculation date of profit rate.
٤. Number of installments and the value of each.
٥. Installment period.
٦. Penalties placed on the consumer in case of failure or delay to pay installments.
٧. Rights and obligations of the contracting parties in terms of ownership and disposition thereof during the installment period.

Article (14)

The supplier shall make sure that the consumer has checked out the information provided in Article (12) and (13) of the regulations and approved it.

Article (15)

The consumer shall be entitled to replace, return or refund the value of the commodity without any additional costs if any of the commodities specified in appendix (2) attached herewith, is defective or incompliant with the standard specifications or unfit for the purpose for which it was procured according to the following:

1. The customer may ask to replace the commodities within a period of fifteen (15) days as of receiving the commodity.
2. The customer may ask to return or refund commodities during the warranty period, if any.
3. The consumer may ask to repair the defects during the warranty period.
4. The consumer shall submit proof of purchase of the commodity from the supplier.
5. The defect must not be caused due to customer's misuse of the commodity.
6. The supplier shall provide the customer with an alternative commodity that provides the same purpose, when consumer asks for repairing the defective commodity he purchased. Failing to repair the defect after three attempts, commodities shall be replaced or taken back and refunded after deduction of the value of depreciation amount in accordance with the regulations of the Authority and as per the consumer's choice.

The Chairman may issue a decision to determine the commodities that the consumer is not entitled to return or refund. The provisions of this article shall be applicable if the consumer discovers many defects in the service or commodity.

Article (16)

The consumer is entitled to compensation for the damages and loss due to replacement or return and refund of commodities in accordance with provisions of article (15).

Article (17)

The value of damage that the supplier has to compensate the consumer due to the purchase of defective commodities or due to breach in the service provided, shall be determined either by a mutual agreement between the supplier and the consumer or by referring to the Authority as per the measures decided by the chairman or the competent court.

Chapter III The Obligations of the Supplier

Article (18)

The supplier is bound to respect the consumer's rights provided in the Consumer Protection Law and he shall fully adhere to it and any obligations arising from any agreement with the consumer about any service or commodity.

Article (19)

The supplier is prohibited from the following:

١. To trade in any adulterated, corrupt, counterfeit commodities or any commodities that are not authorized for trading and the same may not be advertised through advertisements, publications, leaflets or any other means.
٢. To deceit or attempt to deceit the consumer in any way on the reality, nature, type, origin, composition, benefits or components of the commodity or the service.
٣. To deliver to the consumer or offer him a different commodity or service or deliver a different amount of commodity or service in contrary to what has been agreed upon.
٤. Not to declare the danger that may harm the safety of the consumer when using any commodity or receiving any service, the moment it has been discovered, or failing to indicate the mode of use or the necessary precautions required due to the nature of the commodities.
٥. Failing to deliver commodities on their delivery date or failing to provide and fulfill the agreed service on the due date.
٦. To use inaccurate or fraudulent scales, weights, measuring devices or stamps and seals or inspection devices.
٧. To use means or methods that may manipulate the readings of the scale, weight, measuring or inspection device of the commodity.
٨. To provide or make use of any fraudulent, fake or inaccurate certificates or statements for commodities or services as quality guarantee certificates provided from competent bodies.
٩. To not state the conditions of the sale, instructions of how to use the electric, mechanic, electronic devices.
١٠. To advertise commodities or services that may deceive or mislead the consumer in terms of any of its components, the quantity of useful elements, its quality and relevant information.
١١. To raise the prices in emergency cases or during natural disasters or exceptional circumstances or during any extraordinary and special-nature market situations
١٢. Charging and receiving prices (for commodities) that is higher than that being declared.
١٣. To not inform the consumer that the commodity is used or defective.
١٤. Not to put prices on the commodities or the services provided.
١٥. To limit the consumer rights and the obligations of the supplier specified in the Law and Regulations.

Article (20)

It shall be deemed invalid any condition that may exempt the supplier from his civil responsibility towards the consumer and any of the following conditions

provided in contract forms, documents, acts, purchase invoice, observations, advertisements, or memoranda related to business posted on the shop interface or printed on commodities:

١. Using the phrase: "Sold items are not refundable, returnable or exchangeable."
٢. Specifying the time frame to return the commodity (less than the legally defined).
٣. Not to refund the price of the returned defective commodities.
٤. Instruct the consumer to deal with finance or insurance companies when buying by installments.
٥. Putting the condition that the supplier shall be paid full price before delivering the contracted commodities or providing the services if such delivery or provision may not take place by virtue of contract only.
٦. Put the condition that maintenance and repair of vehicles shall take place only at the dealership within a specific period of time and no repair or maintenance is allowed in any other place.
٧. Limiting the warranty to only cover the commodity and releasing the guarantor from shouldering the labor wages and other additions related to the commodity.
٨. Releasing the supplier from the responsibility of the commodity during maintenance period.
٩. Any expression that the supplier gives to disclaim responsibility.
١٠. Refusing to refund the consumer the price of a service in the event he decides not to make use of the service.
The supplier may deduct the amount not exceeding (3%) three percent of the service cost in case the consumer decides to not to make use of it.

Article (21)

The supplier shall not trade in any commodities or offer any services before satisfying all health and safety conditions as contemplated in relevant laws, regulations and decisions -as per the nature of each commodity or service- and obtaining the licenses and permits from the competent bodies, in addition to the following conditions:

١. Commodities shall comply with the standard specifications
٢. Quality elements shall be available in a way that guarantees achieving the purpose for which the service or commodity was procured.
٣. Commodities and services shall be free of any damages or risks that may affect the safety or health of consumer or his money.

Article (22)

The supplier trading in any commodity or service that may cause damages to the consumer or the consumer's money and health, shall comply with the following:

١. Give a clear and specific warning in Arabic and English.

٧. Indicate the correct method to use the commodity or service, the precautions that may be taken upon use, how to prevent potential damage and means of remedying any damages that may result from such use in accordance with the nature of each service or commodity.
٨. Provide all spare parts that are needed for the commodities if they are disassembled and provide a technical expert if the commodity is in need for an expert to assemble.
٩. All mentioned information in article (1&2) of this article shall be written in Arabic and English on the package, the outer casing of the commodity or the booklet inside the commodity.

Article (23)

In addition to information provided in article (19) of this Law, the supplier shall clearly state on the commodity or its package, the following:

١. Information about the origin, nature, type, essential characteristics, composition and components of commodity.
٢. Indicate the correct method of use and necessary precautions that must be taken upon use.
٣. Information shall be clear, readable, and in a way that makes it difficult to be erased or lost and it should be written in Arabic as one of the language used.

Article (24)

Selling price must be written on the commodity itself, its package or its container in a clear and recognizable way.

An applicable price list of commodities and services must be provided in a clear, obvious place at residences, restaurants, cafes and similar shops included to it the taxation amount, if any. It shall be written mainly in Arabic.

Article (25)

Commodities listed in Appendix (1) attached herewith shall not bear any information written on it.

Commodities identified in this appendix shall be accompanied with a bulletin including information as mentioned in Article (19) of the Law and Article (24) of the Regulation, without violation of standard specifications.

Article (26)

Without prejudice to article (21) of this Law, it is prohibited to trade in any commodity that may violate heavenly doctrines, or contain expressions, images, slogans or signs that violate religious ethics, and contain indecent messages that conflicts with the public moralities and traditions. It is prohibited to trade in commodities that may be indecent or contrary to public moralities.

Article (27)

Commodities listed in Appendix (2) attached herewith are covered in the warranty.

Services listed in Appendix (3) attached herewith are covered in the warranty. Warranty shall be applicable for a period of at least three months (3) or for a longer period as agreed or fixed by another law.

Warranty period for commodities and services not listed in appendix (2) and (3) attached in the regulation will be based in accordance with the provisions of the contract.

Article (28)

Without prejudice to article (26) of this Law, the supplier shall guarantee the repairs and maintenance as agreed with the consumer without delay or unreasoned refusal, during a time interval appropriate to the nature of commodity or service.

If the supplier fails to fully adhere to the guarantee of maintenance or repairs, he shall refund the amount of commodity or service to the consumer or properly repair and re-maintain it.

Article (29)

Without prejudice to article (27) of this Law, the supplier shall, upon discovering a defect in the commodity or service that is deemed harmful to the consumer or the property thereof, serve a written notice to the Authority including the following:

١. Name and the job title of the notifier, nationality and address in the Sultanate.
٢. Information of claimed commodities or services.
٣. Discovery date of the claimed defect.
٤. Technical identification of the claimed defect.
٥. Potential damages of the claimed defect with indication of how to prevent such damages and the procedures and means provided by the supplier allowing the consumer to repair the damage.
٦. List of consumers' names or the quantity of the defective commodities and the nature and type of each commodity.
٧. Any other information the supplier wants to include in the notice.

Article (30)

The supplier shall, upon discovering a defect in the commodity or service, contact the consumer on the address indicated on the contract, and publish an announcement in at least two wide-spread daily Arabic and English local newspapers, provided that the announcement shall not be less than (15 cm x15 cm) and shall be legible and clear.

Article (31)

The recall of commodity shall include, in accordance with article (27) of the Law and after obtaining the Authority's approval, the following:

١. Name and address of the supplier
٢. Commodity trade mark
٣. Commodity's name, description and country of origin.

- ξ. Image of the commodity.
- ο. Description of defect.
- ϖ. Number of defective commodities.
- ϗ. Instructions that the consumer shall adhere to avoid potential damages.
- Ϙ. Procedures that the consumer shall adhere in order to remedy the defect.
- ϙ. The time interval during which the consumer is required to return the commodity to the supplier for repair.

Article (32)

Without prejudice to article (29, 30 and 31) herewith, the supplier shall bear all repair costs and refund or replace the full price of the defective commodity or service, in case this deemed the only solution to remedy such defect.

Article (33)

The supplier who trades in used or defective commodities shall:

- ϱ. Disclose the condition of these commodities to the consumer in a clear and not misleading way.
- Ϻ. Prove the condition of the commodity in the contract or the invoice.
- ϻ. The defect in the commodity or service shall not be deemed harmful to the consumer's health, safety and money.

Article (34)

Without prejudice to article (31) of this law, commodities and services guarantees shall be applicable, as contemplated in laws and regulations in force, to any promotional offers that involve giving a gift or offering free service or certain advantages for purchasing a commodity or getting any service.

Article (35)

The supplier, upon carrying promotional offers, shall:

- Ͽ. Obtain the approval of the competent bodies after coordinating with the Authority.
- Ϡ. Submit a statement that indicates the way the promotional offers will be carried to the consumer.
- ϡ. Indicate the awards, gifts, benefits that will be provided to the winning consumers.

Article (36)

The supplier, upon reducing the prices of commodities and services, shall:

- Ϣ. Obtain the approval of the competent bodies after coordinating with the Authority, to make sure that the prices comply with the regulations specified by the Authority.
- ϣ. Provide a list of the available quantity of each type of commodities to be subject to reduction in prices.

٣. Indicate the selling price of each commodity before and after the reduction during the promotion clearly and legibly along with the reduction rate.

Article (37)

Without prejudice to the conditions and resolutions of Competition Protection and Antitrust Law, the following are the prohibited practices contemplated in article (32) of this Law:

١. More than one supplier agreeing to reduce, fix or raise the prices, which may cause harm to the consumer.
٢. When one supplier or more than one supplier purchase competitive commodities or services in order to control the market.
٣. Conclude any agreements in order to dominate the market.
٤. Sell commodities at prices less than the cost prices to monopolies the market that may cause harm to the consumer.
٥. The supplier abstains or halts from production or specifying its quantity, or refrains from supplying commodities or providing services.

Chapter Four Regulating Violations

Article (38)

The Authority's personnel bestowed with the capacity of judicial execution shall hold an identification card that indicates that capacity. They must disclose their identities and provide it to the supplier.

Article (39)

In order for the Authority's personnel bestowed with the capacity of judicial execution to fulfill their responsibilities, the supplier shall:

١. Provide the commercial licenses given to him and make it easily accessible.
٢. Assist Authority's personnel bestowed with the capacity of judicial execution, to fulfill their responsibilities and allow them to gain access to commercial premises and the annexes thereof and to review all documents and papers required.

Article (40)

The Authority's personnel bestowed with the capacity of judicial execution shall issue violation report that includes the following:

١. Date, time and place of the violation issuance, and the violation's type.

- ϣ. Name of report issuer, name and title of the person who was present when action was taken whether it is the owner of the facility or any of his personnel.
- ϣ. Procedures taken by the report issuer for taking samples, including the measures taken for taking and transporting samples, their quantity, and the results of the preliminary inspections of the commodities or services.
- ϣ. Recording the essential information written on the seized commodities.
- ∘. The violation report shall be signed by the supplier or his representative or any of his personnel present upon inspection, and shall be given a copy thereof. It shall be mentioned in the report in case of refusal to sign or receiving the copy of the report.
- ϣ. Prove receipt and delivery of seizures in the report.

Article (41)

Without prejudice to article (35) of this law and the applicable laws, regulations and resolutions, the competent department, after the completion of the procedures of investigation and research and the collection of inferences, shall take the following procedures:

1. Issue a warning against the violator to remedy the infraction and remove the violation immediately or within a time interval as specified, with non-penalized violations as contemplated in the provisions of Law.
2. Impose administrative penalties pursuant to the regulations and resolutions rendered thereby on acts in violation regarding non-penalized violations as contemplated in the provisions of Law.
3. Impose administrative penalties pursuant to the regulations and resolutions rendered thereby, and refer the violation file to the public prosecution, with penalized violations as contemplated in the provisions of Law.
4. The complaint shall be administratively retained in any of the following cases:
 - a. If the violation has not been proven.
 - b. If the violation is false or not punishable by law.
 - c. Lack of evidence.
 - d. Violation does not fall within the jurisdiction of the Authority.
 - e. Malicious complaint.
 - f. The complaint is unimportant, or has been proven that circumstances of such have occurred.

- g. Amicable settlement has occurred, if the violation does not constitute a criminal offense according to the applicable laws and regulations.
- h. If the complainant does not follow-up with his complaint within 90 days of the complaint's submission date, unless he provides an acceptable excuse, if the violation does not constitute a criminal offense according to the applicable laws and regulations

Article (42)

Regarding the commodity that is suspected to be adulterated, corrupt, counterfeit, toxic, prohibited or unfit for consumption or deemed harmful to the consumer's health or safety or not compliant with the standard specifications; the personnel bestowed with the capacity of judicial execution, shall be authorized to seize the commodity and put under guard of its owners until taking the decision of violation and issuing the justifying report.

The supplier, with whom commodities have been seized from, shall be prohibited from taking any action regarding the commodities, until they have been released by the Authority, or a judicial order or judgment has been issued in this regard.

Chapter Five

Administrative Penalties

Article (43)

Without prejudice to any criminal penalties stipulated under this law, administrative penalties on acts in violation of the provisions of this law or the regulations provided thereto.

Article (44)

Whoever violates the provisions of Article (33) of this law shall be punished with a fine not less than one hundred Omani Rials (O.R. 100/-) and not more than one thousand Omani Rials (O.R. 1000/-).The penalty shall be doubled if the violation is repeated.

In case the violation continues to occur, an administrative penalty of twenty Omani Rials (R.O.20/-) shall be imposed for each day of the continued violation and not exceeding a total of two thousand Omani Rials (R.O.2000/-).

Article (45)

Any supplier who does not pay the inspection and sample matching fees, if commodities are found to be unfit as contemplated in article (10) from this regulation, shall be punished with an administrative penalty of twenty Omani Rials (R.O.20/-).

In case the violation continues to occur, an administrative penalty of five Omani Rials (R.O 5/-) will be imposed for each day of the continued violation and not exceeding a total of two thousand Omani Rials (R.O. 2000).

Article (46)

Whoever violates the provisions of clauses (9 and 15) of article (19) from this regulation, shall be punished with an administrative penalty of twenty Omani Rials (R.O. 20/-), and the penalty shall be doubled if the violation is repeated.

In case the violation continues to occur, an administrative penalty of five Omani Rials (R.O 5/-) will be imposed for each day of the continued violation and not exceeding a total of two thousand Omani Rials (R.O. 2000/-) Omani Rials.

Article (47)

Whoever violates the provisions of clauses (1, 2, 6, 7, 8 and 11) from article (19) and article (37) of this regulation; shall be punished with an administrative penalty not less than five hundred Omani Rials (R.O. 500/-), and not more than one thousand Omani Rials (R.O. 1000/-), and the penalty shall be doubled if the violation is repeated.

In case the violation continues to occur, an administrative penalty of fifty Omani Rials (R.O. 50/-) will be imposed for each day of the continued violation and not exceeding a total of two thousand Omani Rials (R.O. 2000/-) Omani Rials.

Article (48)

Whoever violates the provisions of clauses (3, 4 and 10) of article (19) from this regulation, shall be punished with an administrative penalty not less than one hundred Omani Rials (R.O. 100/-) and not more than five hundred Omani Rials (500/-), and the penalty shall that can be doubled if the violation is repeated.

In case the violation continues to occur, an administrative penalty of twenty Omani Rials (R.O. 20/-) will be imposed for each day of the continued violation and not exceeding a total of two thousand Omani Rials (R.O. 2000).

Article (49)

Whoever violates the provisions of articles (18, 20, 22, 23, 28, 33, 35 and 36) from this regulation, shall be punished with an administrative penalty not less than

fifty Omani Rials (R.O. 50/-) and not more than five hundred Omani Rials (R.O. 500/-), and the penalty shall be doubled if violation is repeated.

In case the violation continues to occur, an administrative penalty of twenty Omani Rials (R.O. 20/-) will be imposed for each day of the continued violation and not exceeding a total of two thousand Omani Rials (R.O. 2000).

Article (50)

Whoever violates the provisions of clauses (5, 12, 13 and 14) of article (19) and articles (12, 13, 14,24,25,27 and 39) from this regulation, shall be punished with an administrative penalty not less than fifty Omani Rials (R.O. 50/-) and not more than two hundred Omani Rials (R.O. 200/-), and the penalty shall be doubled if violation is repeated.

In case the violation continues to occur, an administrative penalty of ten Omani Rials (R.O 10/-) shall be imposed for each day of the continued violation and not exceeding a total of two thousand Omani Rials (R.O. 2000/-).

Article (51)

Whoever violates the provisions of articles (15, 16, 21, 26, 29, 31 and34) from this regulation, shall be punished with an administrative penalty not less than fifty Omani Rials (R.O. 50/-), and not more than one thousand Omani Rials (R.O. 1000/-), and the penalty shall be doubled if violation is repeated.

In case the violation continues to occur, an administrative penalty of twenty Omani Rials (R.O. 20/-) shall be imposed for each day of the continued violation and not exceeding a total of two thousand Omani Rials (R.O 2000/-).

Article (52)

Whoever violates the provisions of articles (30 and 42) of this regulation shall be punished with an administrative penalty not less than one hundred Omani Rials (R.O. 100/-) and not more than eight hundred Omani Rials (R.O. 800/-) and the penalty shall be doubled if violation is repeated.

In case the violation continues to occur, an administrative penalty of fifty Omani Rials (R.O. 50/-) may be imposed for each day of the continued violation and not exceeding a total of two thousand Omani Rials (R.O 2000/-).

Appendix No. (1)

Commodities that shall not bear information

| SL | commodity |
|----|---|
| 1 | Fresh fish |
| 2 | Fresh agricultural products |
| 3 | Goods of small sizes, which their largest surface occupies a surface area not more than (10cm ²), its data shall be written on its container. |
| 4 | Gold and silver |
| 5 | Handicrafts |
| 6 | Sewing tools and accessories |
| 7 | Bricks, sand and other construction materials |
| 8 | Household tools and utensils |
| 9 | Stationery materials |
| 10 | Food stuff sold separately such as nuts and sweets |
| 11 | Livestock and fresh meat |
| 12 | Children's toys |

Notice:

In case of retail, information shall be placed on the product's card or directly next to it. Commodities weighing less than twenty grams (20g) are prohibited to be sold in retail.

Appendix No. (2)

The goods covered by the warranty

| SL | commodity |
|----|---|
| 1 | All types of vehicles |
| 2 | Electronic devices |
| 3 | Spare parts of cars |
| 4 | Motors |
| 5 | Tires |
| 6 | Household tools and utensils |
| 7 | Fishing vessels, cruise ships and their accessories |
| 8 | Household Furniture and interior design |
| 9 | Clothing and textiles |
| 10 | Paint and coatings |
| 11 | Digital imaging devices and accessories |
| 12 | All types of leather products |
| 13 | Electrical devices and lighting tools |
| 14 | Hospital supplies and equipment |
| 15 | Logistic devices and equipment |
| 16 | Heavy machinery and equipment and its spare parts |
| 17 | Vehicle accessories |
| 18 | All types of windows and doors |
| 19 | Audio-visual equipment and products |
| 20 | Electrical devices |
| 21 | Computer hardware and supplies |
| 22 | Agricultural materials and equipment |
| 23 | Gold, silver and jewelry |
| 24 | Musical instruments |
| 25 | Various children supplies and toys |
| 26 | Bicycles and motorcycles |
| 27 | Chemicals and pesticides |
| 28 | Household hygiene tools |
| 29 | Solar energy equipment |
| 30 | Cosmetics and perfume |
| 31 | Various audio and video tapes |
| 32 | Veterinary equipment and supplies |
| 33 | Petroleum equipment and tools |
| 34 | Industrial equipment and tools |
| 35 | Kitchens |

| | |
|-----------|--|
| 36 | All types of natural and industrial stones |
| 37 | Artificial grass |
| 38 | Electrical and electronic devices 'accessories |

Notice:

This appendix is applicable on the new commodities only.

Appendix No. (3)

The services covered by the warranty

| SL | commodity |
|-----------|--|
| 1 | Vehicle maintenance |
| 2 | Maintenance of electrical and electronic devices |
| 3 | Maintenance of equipment and boats |
| 4 | Maintenance of bicycles and motorcycle |
| 5 | Maintenance of mechanical devices |
| 6 | Interior and exterior design services |
| 7 | Delivery Items |
| 8 | Telecommunications services |
| 9 | Connecting TV cables |
| 10 | All types of private education |
| 11 | Travel and tourism |
| 12 | Labor |
| 13 | Construction and building contracting |
| 14 | Driving teaching |
| 15 | Interior design works |
| 16 | Custom-made Furniture and furnishings |
| 17 | Car polishing services |
| 18 | Software services |
| 19 | Domestic Workers Service |
| 20 | Car Wash Service |
| 21 | Furnishings and Clothes laundry service |