

I. GENERAL PROVISIONS

SCOPE OF APPLICATION

Art. 1. Definition of Consumer

1. Consumer, for the purposes of this Convention, is any natural person who, with a business or professional, in transactions, contracts and situations governed by this Convention acts for a purpose which can be regarded as outside the scope of his professional activity.
2. Regarded as consumer are also third parties, such as family members of the main consumer or other accompanying persons, who directly enjoy the services and products contracted for, in contracts governed by this Convention, as final consignee of such contracts.
3. In the case of travel and multi-property contracts, the following are regarded as consumers:
 - a. the main contracting party or the natural person who buys or agrees to buy the holiday package, the trip or the time share for this own use;
 - b. the beneficiaries or third parties on behalf of whom the main contracting party buys or agrees to buy the trip or the holiday package and those who enjoy the trip or the multi-property for a length of time, even though they are not the main contracting party;
 - c. the assignee or the natural person to whom the main contracting party or the beneficiary assigns the trip or the holiday package or the rights of use;
4. If the law applicable by virtue of this Convention defines in a wider or more favorable manner who is to be regarded as a consumer or treats other agents as consumers, the judge entitled to adjudicate the matter may take into consideration the expanded scope of application of this Convention, if it is more favorable to the consumer's interests.

Art. 2. General contractual protection

1. Contracts and transactions involving consumers, especially those contracts concluded at a distance by Internet, telephone or other methods of telecommunications, when the consumer is in his country of domicile, shall be governed by the law of this country or by the law most favorable to the consumer. The parties can choose the law, provided that the chosen law is that of the place of conclusion of the contract, the place of the contract performance, the place of the characteristic performance, or the domicile or place of business of the supplier of the products and services and that this law is the one most favorable to the consumer.
2. To the contracts concluded by the consumer when outside of his country of domicile the law chosen by the parties shall apply, provided the chosen law is that of the place of conclusion of the contract, the place of performance, or the consumer's domicile.

Art. 3. Mandatory rules

1. Notwithstanding the preceding articles, the mandatory rules of the country of forum shall necessarily apply for the protection of the consumer.

2. If the conclusion of the contract was preceded by any negotiations or marketing by the supplier or its representatives, especially shipment of advertising material, mail, e-mail messages, prizes, invitations, maintenance of branch offices or representatives, and other activities focused on the supply of products and services and the creation of a captive customer base in the country of the consumer's domicile, this country's mandatory rules shall necessarily apply for the protection of the consumer, in addition to those of the country exercising jurisdiction and to the law applicable to the contract or to the consumption relation.

Art. 4. Loophole clause

1. The law indicated as applicable by virtue of this Convention might not be applicable in certain cases, if, considering all the circumstances relevant to the case, the connection with the law indicated as applicable is insufficient and the case itself is closely related to another law, more favorable to the consumer.