

accace

News Flash

December, 2018



**Limitation of rights arising
from consumer contracts
in Slovakia**

Limitation of rights arising from consumer contracts

On December 5th, 2018 an act no. 343/2018 Coll. was published in the Slovak Collection of Laws, by that the Slovak Civil Code is amended with effectivity up to the day of its publication in the Collection of Laws.

What is amended?

A new section 54a is inserted into the Civil Code. Pursuant to this new section any right that arose from the consumer contract **cannot be enforced or secured, if the limitation period of such right already lapsed. Change in the content of such right, its novation by new right or renewal of its enforceability after lapse of the limitation period is possible only upon the legal act of the debtor who is fully aware that the limitation period already lapsed.**

By the abovementioned regulation, the right of lien creditor, governed by sec. 151j subs. 2 of the Civil Code, to satisfy its claim, secured by the right of lien, from the pledged property, if the claim is not paid duly and on time, even if the limitation period for such claim already lapsed, is not affected.

Under the transitional provision, **judicial proceedings** aimed for recovery of claims from consumer contracts, **which were commenced prior to the effective date of this Act, shall be finished, under the previous regulations.**

What does it mean?

Following expiration of the limitation period, it will not be possible **to enforce or secure** the right arising from consumer contract.

To enforce in this case means to start judicial proceeding, enforcement proceeding or arbitration proceeding.

To secure the claim means to establish any form of security governed by the Civil Code, in particular **contractual penalty, guarantee, agreement on deductions from salary or other income, pledge agreement.** Change in the content of the right, its novation by new right, or

renewal of its enforceability, e.g. in the form of debt recognition by legal act of the debtor **will be possible only in the event that the debtor is fully aware that the limitation period for the right, arising from the consumer contract, already lapsed.**

What is a consumer contract?

A consumer contract is any contract, irrespective of the legal form, that a supplier concludes with a consumer.

A Supplier is any person who, in conclusion and performance of the consumer contract, acts within the scope of its business activity.

A consumer is any natural person who, in conclusion and performance of the consumer contract, does not act within the scope of any business activity. A consumer contract is e.g. purchase agreement by that the natural person purchases food in the grocery store.

What is a limitation period?

The Civil Code governs that a right (e.g. a financial claim) is limited, if it was not exercised in the term stipulated by the Civil Code. The court is obliged to take lapse of the limitation period into account, only if the debtor objects it. **If the debtor will invoke such limitation, the limited right cannot be adjudicated by the court.**

The limitation period is stipulated for all property rights, with the exception of ownership right. The general limitation period governed by the Civil Code is three years, beginning on the first day when the right could be enforced for the first time.

The aim of the limitation is, on one hand, to protect the debtor, who is able to effectively

defend himself against enforcement of duties after certain time lapse **and on the other hand** to stimulate the creditor's active approach to exercise the rights.

Our Services

Do not let Your rights to be limited by lapse of the limitation period. Accace Legal, o.z. law office is ready to provide You with complex legal services related to enforcement of Your rights out-of-court as well as in judicial proceeding, including legal services related to enforcement of financial claims.

If You are interested, do not hesitate to contact us.

Disclaimer

Please note that our publications have been prepared for general guidance on the matter and do not represent a customized professional advice. Furthermore, because the legislation is changing continuously, some of the information may have been modified after the publication has been released. Accace does not take any responsibility and is not liable for any potential risks or damages caused by taking actions based on the information provided herein.

Interested in similar news?

[Subscribe!](#)

Contact

Karol Ďuriga, Senior Associate

E-mail: Karol.Duriga@accace.com

Tel.: + 421 2 325 53 000

Katarína Matejčíková, Senior Associate

E-mail: Katarina.Matejcikova@accace.com

Tel.: + 421 2 325 53 000



About Accace

With more than 550 professionals, over 2000 international companies as customers and representation in 13 countries, Accace counts as one of the leading outsourcing and advisory services providers in Central and Eastern Europe.

Accace offices are located in Bosnia and Herzegovina, Czech Republic, Croatia, Germany, Hungary, Macedonia, Montenegro, Poland, Romania, Serbia, Slovakia, Slovenia and Ukraine. Locations in other European countries and globally are covered via Accace's trusted network of partners.

More about us on www.accace.com

