

# Benchmarking of existing national legal e-business practices

DG ENTR/04/68  
Country report - Slovenia

Ref	Country report Slovenia
Date	19 September 2006
Prepd.	Attorney at Law Katarina Prebil, M.Sc., LL.B.

## Table of Contents

<b>Slovenia</b>	<b>1</b>
1.1 General information about the national legal system	1
<b>2. Electronic signatures</b>	<b>4</b>
2.1 National legislation and administrative practice	4
2.2 Cross border regulatory issues	9
<b>3. General elements of electronic contract Law</b>	<b>9</b>
3.1 National legislation and administrative practices	9
3.2 Electronic invitation to make an offer, submission of an offer and acceptance of an offer	11
3.3 Information obligations in relation to electronic contract conclusion	15
3.4 Standard terms and unfair clauses	17
3.5 Choice of law and forum	19
3.6 Cross-border regulatory issues	22
<b>4. Electronic invoicing, payment and other matters related to execution of electronic contracts</b>	<b>22</b>
4.1 National legislation and administrative practice in the fields of electronic invoicing, payment and delivery	22
4.2 Electronic payment	23
4.3 Delivery of the good or provision of services ordered electronically and withdrawal period	24
4.4 Non-performance of the obligation to deliver or late delivery	26
4.5 Right of withdrawal from the contract in B2B and B2C transactions on goods and services	26
4.6 Delivery of a good that is not in conformity with the contract	27
4.7 Cross border regulatory issues	27
<b>5. General assessment</b>	<b>28</b>
5.1 Main legal and administrative barriers to e-business	28
5.2 Awareness about national authorities in charge of solving legal problems in e-business	29
5.3 Legal and administrative best practices in e-business	31
<b>ANNEX: NATIONAL LEGISLATION ON E-BUSINESS</b>	<b>32</b>
<b>ANNEX: SOURCES AND LEGISLATION</b>	<b>33</b>

# Slovenia

## 1.1 General information about the national legal system

Under the Constitution of the Republic of Slovenia<sup>1</sup>, Slovenia is a democratic republic and a social state governed by law. Slovenia is a unified state. As of May 01, 2004 Slovenia is a Member of European Union.

- **General method for implementation of EC directives**

The usual way to implement an EU Directive in Slovenia, regulating a new legislative field, is by adopting new law relating to and corresponding with the provisions of the respective EU directive. In case an EU Directive concerns an already regulated field, the regulatory provisions are most often implemented through changes/amendments in the existing Slovenian legislation.

- **Court system**

The uniform judicial system of Slovenia includes courts of general and specialized jurisdiction, the latter having jurisdiction only in the fields of labour and social law and administrative law.

There are four levels of the courts of **general jurisdiction**, i.e.:

1. District Courts (okrajno sodišče) are courts of the first instance that decide upon:

- less serious criminal cases;
- civil cases concerning claims for damages or property rights up to a value of SIT 2.000.000 (app. EUR 8.345);
- all civil cases concerning disturbance of possession, easement of real burdens, hire, lease or tenancy relations;
- the legal obligation to maintenance if the disputes are not dealt with in conjunction with marriage disputes or disputes over the establishment or contestation of fatherhood;
- inheritance cases and other non-litigious matters; keeping of land registers; civil enforcement.

2. Circuit Courts (okrožno sodišče) are courts of first instance that decide upon:

- criminal and civil cases which exceed the jurisdiction of District Courts;
- juvenile criminal cases;
- execution of criminal sentences;
- trial of, or consideration of the permission for, violations of human rights and fundamental freedoms;
- family disputes, except cases on maintenance payments;
- confirmation of rulings of a foreign court;
- commercial disputes;

---

<sup>1</sup> Ustava Republike Slovenije – Official Gazette of the Republic of Slovenia, no. 33I/1991-I, 42/1997, 66/2000, 24/2003, 69/2004, 69/2004, 69/2004 – see [http://www.us-rs.si/en/index.php?sv\\_path=6](http://www.us-rs.si/en/index.php?sv_path=6)

- bankruptcy, forced settlements and liquidation;
- copyright and intellectual property cases;
- keeping of the company court register.

3. Higher Courts (višje sodišče) are courts of appellate jurisdiction. In addition to determination of appeals against decisions of the District and Circuit Courts in their territories, they also decide in disputes of jurisdiction between District and Circuit Courts.

4. The Supreme Court which is the highest instance court in Slovenia.

In the level of first instance there are **specialized courts** competent for deciding in labour disputes and social security disputes. These share a common court of appeal, i.e. the Higher Court for Labour and Social Issues (Višje delovno in socialno sodišče).

In addition to above specified courts of general and specialized jurisdiction, in Slovenia there are also the following courts:

- the Administrative Court of the Republic of Slovenia (Ustavno sodišče Republike Slovenije) has the status of a higher court.
- the Constitutional Court of the Republic of Slovenia (Ustavno sodišče Republike Slovenije) being an autonomous and independent authority.
- the Court of Audit of the Republic of Slovenia (Računsko sodišče Republike Slovenije) is the highest body for supervising state accounts, the state budget and all public spending in Slovenia, and is independent in the performance of its duties.

According to the Slovenian tradition of civil law, written legislation is the most important legal source. Court decisions are also considered important sources of law, but courts are not required to follow previous precedence even if it originates from a court placed higher in the judiciary system. The Slovenian court system is inspired by the traditions of continental Europe, mostly by Germanic legal system.

In Civil Law court cases, there are two basic principles for dealing with evidence: 1) The parties of the dispute choose the evidence they wish to bring before the court, and 2) The court's assessment of the evidence is free in the sense that it is not bound by law and that the purpose of the assessment is to find the material correct result.

According to survey of International Consumer Research Institute "Project Out-of-Court Settlement of Consumer Disputes in the Area of E-Commerce"<sup>2</sup> issued in December 2001, the consumers are not inclined to solving such disputes at the court as court proceedings are costly and (due to appeal possibility) time consuming. The system of alternative dispute resolution in consumer disputes is not entirely established in Slovenia. In the scope of individual commercial areas the permanent arbitrations are established, which however are not intended for consumer disputes exclusively. One of such is a Permanent Court of Arbitration at the Chamber of Commerce<sup>3</sup> and Industry of Slovenia that was established in 1993.

---

<sup>2</sup> Projekt »Izvensodno reševanje potrošniških sporov na področju e-poslovanja«, December 2001, Mednarodni inštitut za potrošniške raziskave, Frankopanska 5, 1000 Ljubljana

<sup>3</sup> See <http://www.sloarbitration.org/>

The parties to the dispute may choose to engage the Permanent Court of Arbitration at the Chamber of Commerce and Industry of Slovenia, which is an autonomous and independent institution. The Permanent Court of Arbitration is the central arbitral institution in the Republic of Slovenia which resolves quickly and effectively by means of arbitration and conciliation any kind of commercial dispute, both for the domestic and international business community. The function of Permanent Court of Arbitration is also:

- to promote ADR by providing general information on arbitration and conciliation;
- to give assistance to the parties in drawing up dispute resolution clauses;
- to provide information with respect to the use of its rules of procedure;
- to assist parties when they request in organizing an ad hoc arbitration;
- to provide general information about foreign arbitral institutions.

In Slovenia there are also other arbitral tribunals, i.e.:<sup>4</sup>

- Permanent Court of Arbitration at Ljubljana Stock Exchange<sup>5</sup>;
- Court of Arbitration at Information Real Estate Stock<sup>6</sup>;
- Court of Arbitration at Triglav Insurance Company<sup>7</sup>.

According to Program for Consumer Protection in Year 2006 and 2007<sup>8</sup>, as adopted by the Government of the Republic of Slovenia on February 16, 2006, it is envisaged that quality (speed and effectiveness) of dispute resolutions shall be improved through solutions developed in cooperation between Ministry for Economics and Agency for Electronic Communication and Post.

---

<sup>4</sup> Alternative Resolution of Consumer Disputes / Alternativno reševanje potrošniških sporov, Inštitut za primerjalno pravo, Pravna Fakulteta v Ljubljani, 1999.

<sup>5</sup> Stalna arbitraža pri Ljubljanski borzi vrednostnih papirjev - see <http://www.ljse.si/cgi-bin/jve.cgi?doc=585&sid=pjOfG4ij3fLNnSrT>

<sup>6</sup> Arbitraža pri Informacijski borzi nepremičnin - see <http://www.slonep.net/subareas.html?lev0=1&lev1=5&lang=&lev2=55&lev3=370>

<sup>7</sup> Arbitraža pri Zavarovalnici Triglav - see <http://www.triglav.si/stran.asp?id=604>

<sup>8</sup> Program Varstva potrošnikov za leti 2006 in 2007, the Government of the Republic of Slovenia, No. 32300-1/2006-7 dated February 16, 2006 - see [http://www.uvp.gov.si/fileadmin/uvp.gov.si/pageuploads/pdf/Program\\_varstva\\_potro\\_nikov\\_2006-2007.pdf#search=%22program%20varstva%20potro%C5%A1nikov%22](http://www.uvp.gov.si/fileadmin/uvp.gov.si/pageuploads/pdf/Program_varstva_potro_nikov_2006-2007.pdf#search=%22program%20varstva%20potro%C5%A1nikov%22)

## 2. Electronic signatures

### 2.1 National legislation and administrative practice

Slovenia has implemented Directive 1999/93/EC of a Community framework for electronic signatures through the Electronic Commerce and Electronic Signature Act<sup>9</sup>. The law entered into force on August 22, 2000 and was amended several times (please see data on publication of amendments in footnote)<sup>10</sup>. Requirements of Article 5 of the Directive 1999/93/EC are adequately implemented to Slovenian legislation through Electronic Commerce and Electronic Signature Act. Electronic signatures are legally equivalent to a written signature and are admissible as evidences in legal proceedings.

On the basis of the Electronic Commerce and Electronic Signature Act the Decree on conditions for electronic commerce and electronic signing was adopted in 2000<sup>11</sup> that entered into force on August 26, 2000 and defines the requirements and conditions for certification-service-provider.

The main significance of the Electronic Commerce and Electronic Signature Act is that under special conditions it extends the same validity to the electronic signature as the autographic signature has in the paper world. Besides the fact that the Electronic Commerce and Electronic Signature Act implements the Directive 1999/93/EC, it is also entirely in accordance with the provisions of the United Nations' Commission on International Trade Law's (UNCITRAL) Model Law of the electronic commerce.

The Electronic Commerce and Electronic Signature Act is based on modern principles, i.e.:<sup>12</sup>

- the principle of the non-discrimination of the electronic form,
- the principle of openness,
- the principle of contractual freedom of the parties,
- the principle of duality,
- the principle of protection of personal data and protection of the consumers,
- the principle of international recognition.

The principle of non-discrimination of the electronic form means, that the paper form and the electronic form are reasonably equivalent, thus the courts and state institutions during the examination of the evidence can not refuse the evidence solely on the grounds of its electronic form.

---

<sup>9</sup> Zakon o elektronskem poslovanju in elektronskem podpisu /ZEPEP/ - Official Gazette of the Republic of Slovenia, no. [57/2000](#), [30/2001](#), [25/2004](#), [73/2004-ZN-C](#), [61/2006-ZEPT](#) – see [http://zakonodaja.gov.si/rpsi/r03/predpis\\_ZAKO1973.html](http://zakonodaja.gov.si/rpsi/r03/predpis_ZAKO1973.html)

<sup>10</sup> Zakon o elektronskem poslovanju in elektronskem podpisu – Official Gazette of the Republic of Slovenia, no. [57/2000](#), [30/2001](#), [25/2004](#), [73/2004-ZN-C](#), [61/2006-ZEPT](#))

<sup>11</sup> Uredba o pogojih za elektronsko poslovanje in elektronsko podpisovanje – Official Gazette of the Republic of Slovenia, no. [77/2000](#), [2/2001](#), [86/2006](#) – see [http://zakonodaja.gov.si/rpsi/r08/predpis\\_URED1148.html](http://zakonodaja.gov.si/rpsi/r08/predpis_URED1148.html)

<sup>12</sup> Information provided is based on web page information »[www. si-ca.si](http://www.si-ca.si)«

The value and weight of evidence of an electronic signature may not be reduced because the electronic signature is present in electronic form, or because the electronic signature is not based on qualified certificate, or because it is not formed by safe electronic signing mean. The safe electronic signature being verified with qualified certificate is considered identically as autograph and therefore has the same validity and weight of evidence. Like the Directive, Slovenia has adopted no specific regulation concerning the contractual relationship between the parties who use digital signatures.

The principle of openness or technological neutrality ensures, that the Electronic Commerce and Electronic Signature Act does not refer only to one kind of technology or just to current solutions, but it remains general and thus useful for a longer time period and new technologies. Along with the fast and various technological development goes also the principle of duality, which allows the use of different technological solutions with different reliability and thus different legal consequences of the use of such solutions.

The principle of contractual freedom of the parties enables the parties to agree and regulate their relationships differently. Therefore the Electronic Commerce and Electronic Signature Act explicitly states that it is not valid for closed systems, where parties regulate all essential characteristics of the system in advance by a contract. Thus contractual parties in the closed systems are not bound solely by the solutions foreseen by law regarding electronic commerce.

Because of technological complexity of the solutions for the electronic commerce, also the principle of the protection of personal information and protection of the consumers are important. The principle of the protection of personal data follows modern guidelines, established in Slovenia and European Union concerning the safe-keeping of personal information which are even more exposed in the electronic world. The principle of the protection of the consumers protects an average consumer, for whom - without a lot of technological knowledge - is more difficult to implement his rights in the complicated electronic commerce, and imposes to the service-providers a special care for the consumer.

The principle of international recognition enables a simple mutual recognition of the electronic documents and signatures and thus enables a simple integration of the Slovenian economy into the international economy. International recognition of the legal effect of the data and signatures in an electronic form is very important, because the electronic commerce does not take into account the state borders or borders between individual legal systems.

In its third chapter the Electronic Commerce and Electronic Signature Act more extensively regulates the electronic signature and the operation of the certification service providers, who represent an inevitable condition for the use of the electronic signatures. The Electronic Commerce and Electronic Signature Act is entirely relying on the European and world orientations and uses a so-called dual approach. Namely, it allows the operation of the certification service providers without previous permission and also does not imply special conditions for their operation, but it enables the operation of the certification service providers under very various conditions providing of different services of verification, which gives them different legal effect regarding their reliability. One of provisions as stated in the act is obligatory and voluntary supervision. The former is performed by an appropriate inspection and the latter by the Agency for telecommunications.

The Electronic Commerce and Electronic Signature Act defines the electronic signature very broadly and in general as data in electronic form, which are included or logically linked with other data. Furthermore, it is designed to verify the authenticity of the data and the identification of the signatory. Similarly as the EU directive, the Electronic Commerce and Electronic Signature Act also states that the electronic signature is formed with the assistance of means for electronic signing (e.g., private signing key) and verifies with means and data for verifying the electronic signature.

Due to the fact that many clients, who have not dealt with each other before, will meet in an electronic environment, it is necessary to have a third party, which by issuing a certificate will act as a trusted third party in verifying the electronic signature of both parties. The certificate links data for verifying the electronic signature with the holder of the certificate and verifies the identity to the second party.

According to the Electronic Commerce and Electronic Signature Act, any natural or legal person can be a Certification Authority that issues certificates or performs other services regarding certification or with electronic signatures. The Certification Authority does not need any specific license for its operation. It only needs to register its activities when it commences operation to the Ministry of the information society, which manages a list of all Certification Authorities in Slovenia. The Act institutes two types of supervision: inspectional, which is performed by the Ministry of the information society, and voluntary within the framework of an accreditation scheme, which is performed by the newly established Agency for Telecommunications in accordance with the new Telecommunications Act.

One of the important provisions for users of the Electronic Commerce and Electronic Signature Act and the Decree in regarding electronic signature is the obligation that all means and data for verifying an electronic signature must be kept as long as the electronically signed documents are stored. Also persons, who store electronically signed data, are obliged to, no later than one month prior to the expiration date which is set by the Certification Authority for the validity of data for electronic signature in the policy of operations, ensure that all persons who initially electronically signed the data must once again sign this data, this can also be done by a notary or by verifying this data with a secure time stamp of the Certification Authority.

If the Certification Authority did not set a deadline, a repeated signature is needed before the expiration date of the qualified certificate at the latest. It is important to note that the E-commerce and Electronic Signature Act considers the use of data and means for electronic signing without the knowledge of the signatory or the certification holder a misdemeanor.

The above-described electronic signature with the certificate of the Certification Authority does still not have the same validity as the autographic signature. According to Electronic Commerce and Electronic Signature Act, only a secure electronic signature, which is verified with a qualified certificate, is equal and therefore has equal validity and proving value of an autographic signature. A secure electronic signature is an electronic signature, which meets a few enumerated requirements in the Act. It must be exclusively linked to the signatory; this way we can undoubtedly determine the signatory. Simultaneously, the signature must be technologically designed so that it is linked to the referred data. Any change of the data or connection with them, which would happen after the signing, would be noticed.

The signatory must form the signature using one of the devices for secure electronic signing and under its exclusive supervision. Devices for secure electronic signing differ from general devices for electronic signing. They comply with special conditions regarding security and reliability, as defined in Electronic Commerce and Electronic Signature Act and in more detail in the Decree. A secure electronic signature must be verified with a qualified certificate. This kind of certificate has the same characteristics as a general certificate only that the law provides in detail its content, manner of issue, use, and revocation. In the Act and the Decree we can also find prescribed special, rigorous conditions regarding Certification Authorities, who issue such qualified certificates (compulsory liability insurance, special requirements regarding equipment and employees, exacting procedures, internal regulations, etc.).

The publicly available court practice register does not provide for a case relating to in/validity of electronic / digital signature being ruled by the Higher Courts or the Supreme Court. Accordingly, the court practice still needs to be developed in this area.

The Ministry for Economics, within the scope of which the Directorate for Electronic Commerce is organized, has not experienced concrete legal problems concerning use of electronic signatures. This might be due to a very limited use of electronic signatures in business so far. The reason for the very limited use of e-signatures in businesses might be in the fact that legal framework for electronic signatures as well as technology development in this area is relatively new.

Further to the fact that usage of electronic signature is not yet well spread in the practice, the reason for the very limited use of e-signatures in businesses might also be in well functioning legal framework regulating the commercial area. Furthermore, the courts are free to ascertain if a contract in a business relationship has been concluded upon their own perception of the case / facts, and an electronic signature is not a precondition for the validity or existence of a contractual relation.

All Slovenian citizens have a national social security card. The Agency for Health Security of Slovenia<sup>13</sup> is developing issuance of social security cards with electronic signature. The Agency for Health Insurance envisages that in the Slovene health care sector, the appropriate infrastructure for electronic signatures can be set up through upgrading the existing software and hardware equipment, in parallel with the substitution of the current health professional card for a new one containing the required digital certificates. The digital certificate will facilitate electronic commerce and optimization of processes in the health sector, i.e.:

- recording of stable medical data on the HIC (diabetes, epilepsy, haemophilia, pacemaker, ...) essential for the procedures in emergency medical situations;
- recording of the electronic medication prescription on the HIC (assistance in the prescribing and issuing of medication, a combination of the local and an internet-resident database);
- recording of the electronic medical technical aid prescription form on the HIC;
- access to national databases.

---

<sup>13</sup> Agency for Health Insurance of Slovenia / Zavod za zdravstveno zavarovanje Slovenije – see <http://www.zzs.si>

According to information gathered at internet source<sup>14</sup> at the present, in Slovenia digital certificates are issued by the following institutions:

- Certification Authority at the Ministry of Public Administration<sup>15</sup>;
- Halcom informatika d.o.o. company – HALCOM-CA service<sup>16</sup>;
- Nova Ljubljanska banka d.d.<sup>17</sup>;
- Pošta Slovenije d.o.o.<sup>18</sup>

The register of the certification authorities in Slovenia is handled by the Directorate for Information Society at the Ministry of Higher Education, Science and Technology<sup>19</sup>.

The Certification Authority at the Ministry of Public Administration is presented by<sup>20</sup>:

- SIGEN-CA (*Slovenian General Certification Authority*) issues qualified digital certificates for citizens and for legal and natural persons, registered for performing activities<sup>21</sup>;
- SIGOV-CA (*Slovenian Governmental Certification Authority*) issues qualified digital certificates for employees and servers of public administration institutions<sup>22</sup>;
- SI-TSA (*Slovenian Time Stamping Authority*) issues trusted time stamps for applications of public administration institutions and to business subjects and (as of September 10, 2004) other final consumers that conclude an agreement with SI-TSA<sup>23</sup>.

---

<sup>14</sup>

[www.mvzt.gov.si/fileadmin/mvzt.gov.si/pageuploads/pdf/informacijska\\_druzba/REGIS\\_TER\\_OVERITELJEV\\_V\\_RS\\_ver16\\_\\_03.04.2006.pdf](http://www.mvzt.gov.si/fileadmin/mvzt.gov.si/pageuploads/pdf/informacijska_druzba/REGIS_TER_OVERITELJEV_V_RS_ver16__03.04.2006.pdf)

<sup>15</sup> Ministrstvo za javno upravo -overovitelj na Ministrstvu za javno upravo, see <http://www.ca.gov.si>

<sup>16</sup> HALCOM informatika d.o.o., Tržaška cesta 118, SI-1000 Ljubljana, see <http://www.halcom.si>

<sup>17</sup> AC NLB, Šmartinska 132, SI-1520 Ljubljana, see <http://www.nlb.si/acnlb>

<sup>18</sup> POŠTA® CA, Slomškovo trg 10, SI-2500 Maribor, see <http://postarca.posta.si>

<sup>19</sup> Directorate for Information Society at Ministry of the Republic of Slovenia for High Education, Science and Technology / Direktorat za informacijsko družbo pri Ministrstvu Republike Slovenije za visoko šolstvo, znanost in tehnologijo – see <http://www.mvzt.gov.si/index.php?id=249>

<sup>20</sup> See <http://www.si-tsa.si/dokumenti/SI-TSA-politika-za-casovni-zig-2.pdf>

<sup>21</sup> See <http://www.sigen-ca.si>

<sup>22</sup> See <http://www.sigov-ca.gov.si>

<sup>23</sup> See <http://www.st-tsa.si>

## 2.2 Cross border regulatory issues

Qualified certificates issued by certification-service-provider with its seat in the European Union are equal to Slovenian qualified certificates. Also qualified certificates issued by certification-service-provider with seat outside European Union are equal to Slovenian, under the following conditions, i.e.:

- in case such non-EU certification-service-provider fulfils conditions defined by the Electronic Commerce and Electronic Signature Act, is voluntarily registered in Slovenia or other EU state; or
- in case the bilateral or multilateral agreements between Slovenia and other state or between European union and other states define so.

## 3. General elements of electronic contract Law

### 3.1 National legislation and administrative practices

- Directive 1997/7/EC

Directive 1997/7/EC on the Protection of Consumers in Respect of Distance Contracts has been implemented with the Act on amendments of Consumers Protection Act<sup>24</sup> that entered into force on January 17, 2003. Slovenian legislation offers same legal protection of customers in distance contract-making (i.e. electronic contract-making) as European legislation. At some points Slovenian legislation is even more protective to the consumer, as (for instance) the consumer may withdraw from distant (electronic) contract within 15 days, as opposed to Directive 1997/7/EC that defines shorter 7 work-days term.

Consumer Protection Act does not provide definition of the time when it should be considered that the distant contract is concluded – this question is regulated by the Civil Code<sup>25</sup> that entered into force on January 01, 2002.

---

<sup>24</sup> Zakon o spremembah in dopolnitvah Zakona o varstvu potrošnikov (ZVPot-A) – Official Gazette of the Republic of Slovenia, no. 110/2002 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4288>

<sup>25</sup> Obligacijski zakonik – Official Gazette of the Republic of Slovenia, no. 83/2001, 32/2004, 28/2006 Odl.US: U-I-300/04-25) – see <http://www.uradni-list.si/1/objava.jsp?urlid=200183&stevilka=4287>

- Directive 1999/93/EC

Directive 1999/93/EC on a Community framework for electronic signatures was transposed to Slovenian legal system already prior to Slovenian accession to European Union. Namely, on August 22, 2000 the Electronic Commerce and Electronic Signature Act entered into force. Respective law was amended several times (please see data on publication of amendments in footnote)<sup>26</sup>. Requirements of Article 5 of the Directive 1999/93/EC are adequately implemented to Slovenian legislation through Electronic Commerce and Electronic Signature Act. Electronic signatures are legally equivalent to a written signature and are admissible as evidences in legal proceedings. Please also see answers to pt. 2.1. of this Report.

- Directive 2000/31/EC

Until June 28, 2006 the Directive 2000/31/EC on information society services, in particular electronic commerce has been partially implemented into Slovenian legislation through Consumer Protection Act<sup>27</sup> and the Electronic Commerce and Electronic Signature Act<sup>28</sup>.

Some parts of the Directive 2000/31/EC, like Article 6 and Article 10 of the Directive 2000/31/EC, have been implemented into Slovenian legislation on June 28, 2006 with enforcement of a new law, the Electronic Commerce Market Act<sup>29</sup>.

Provisions of the Electronic Commerce Market Act are basically a direct transposition of the Directive 2000/31/EC and apply to all contracts concluded by automated systems. If other means of communication are used in the process of contract conclusion, the general provisions of the Electronic Commerce and Electronic Signature Act apply (i.e. regulations on presumptions concerning sending, receiving and acceptance of messages). The material consequences of electronic contracting are on the other hand provided by the Civil Code and the Consumers Protection Act<sup>30</sup>.

---

<sup>26</sup> Zakon o elektronskem poslovanju in elektronskem podpisu – Official Gazette of the Republic of Slovenia, no. [57/2000](#), [30/2001](#), [25/2004](#), [73/2004](#)-ZN-C, [61/2006](#)-ZEPT) – see <http://www.uradni-list.si/1/objava.jsp?urlid=200057&stevilka=2615>

<sup>27</sup> Zakon o varstvu potrošnikov – officially consolidated text – Official Gazette of the Republic of Slovenia, no. 98/2004 see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4288>

<sup>28</sup> Zakon o elektronskem poslovanju in elektronskem podpisu – officially consolidated text – Official Gazette of the Republic of Slovenia, no. 98/2004 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4284>

<sup>29</sup> Zakon o elektronskem poslovanju na trgu – Official Gazette of the Republic of Slovenia, no. 61/2006

<sup>30</sup> Zakon o varstvu potrošnikov – officially consolidated text – Official Gazette of the Republic of Slovenia, no. 98/2004 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4288>

- Directive 99/44/EC

Directive 99/44/EC on certain aspects of the sale of consumer goods and associated guarantees has been implemented into Slovenian law through Consumer Protection Act<sup>31</sup>.

- Directive 1998/6/EC

Directive 1998/6/EC on Price Indications has been implemented into Slovenian law through Consumer Protection Act<sup>32</sup>.

In 2007 Slovenia shall enter the EUR area and EUR shall become the official currency in Slovenia. For this purpose the Act on Double Pricing in Tolars and Euros<sup>33</sup> was adopted. The respective Act is based on Council Regulation (EC) 1103/97, Council Regulation (EC) 974/98, Council Regulation (EC) No 2866/98 and Council Regulation (EC) 2595/2000. The manner of double pricing in transitional period is regulated by Regulation on Dual Display of Prices for Goods and Services in Tolars and Euros with regard to the Particular Type and Method of Offering of Goods and Services<sup>34</sup>.

### **3.2 Electronic invitation to make an offer, submission of an offer and acceptance of an offer**

The regulatory framework for all contracts including contracts in an electronic form, is based on Civil Code<sup>35</sup> that entered into force on January 01, 2002 and contains basis principles of contract making and regulation of certain contracts.

Civil Code is a general law (*lex generalis*) that should be used in case the specialised law (*lex specialis*) does not regulate specific area differently. Relating to distant contracts the Consumer Protection Act, the Electronic Signature Act and the Electronic Commerce Market Act are *lex specialis*, which however do not regulate all elements for conclusion of distant contracts. Accordingly, Civil Code as *lex generalis* should be used in such cases. According to Civil Code the contract is concluded when the offerer receives the statement from the addressee, that the addressee accepts the offer. It should be considered that the offer is a proposal for conclusion of the contract issued to specific person that includes all elements of the contract, so that with accepting of the offer the contract can be concluded.

---

<sup>31</sup> Zakon o varstvu potrošnikov – officially consolidated text – Official Gazette of the Republic of Slovenia, no. 98/2004 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4288>

<sup>32</sup> Zakon o varstvu potrošnikov – officially consolidated text – Official Gazette of the Republic of Slovenia, no. 98/2004 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4288>

<sup>33</sup> Zakon o dvojnem označevanju cen v tolarjih in evrih – Official Gazette of the Republic of Slovenia, no. 101/2005 – see <http://www.uradni-list.si/1/objava.jsp?urlid=2005101&stevilka=4395>

<sup>34</sup> Pravilnik o načinu dvojnega označevanja cen blaga in storitev v tolarjih in evrih pri posameznih vrstah in načinih ponujanja blaga in storitev – Official Gazette of the Republic of Slovenia, no. 20/2006 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200620&stevilka=754>

<sup>35</sup> Obligacijski zakonik – Official Gazette of the Republic of Slovenia, no. 83/2001, 32/2004, 28/2006 Odl.US: U-I-300/04-25) –see <http://www.uradni-list.si/1/objava.jsp?urlid=200183&stevilka=4287>

The proposal issued to indefinite (number) of persons is not considered as contract but as invitation to give offers. Sending of catalogues, price-lists, tariffs, advertisements are not offers to conclude a contract, but invitation to give an offer. The offerer may withdraw its offer only in case the addressee has received such withdrawal prior to or simultaneously with receiving of the offer. It is considered that the addressee accepted the offer at the time the offerer received corresponding acceptance statement from the addressee, or in case the addressee sends the goods or pays the price or performs an activity that is customary considered as acceptance statement. The acceptance statement may be withdrawn in case the offerer receives the withdrawal statement prior to or simultaneously with the acceptance statement.

On June 28, 2006 a new law, i.e. the Electronic Commerce Market Act<sup>36</sup> entered into force, implementing provisions of the Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market, to Slovenian legislation.

According to Article 7 of the Electronic Commerce Market Act the offerer of services who concludes contracts in electronic form must assure the contract and the general conditions in such form that the recipient is enabled to save and reproduce them. For this purpose the offerer is obliged to the following activities prior to sending/mailling by electronic means: describe technical proceeding for conclusion of contract, define whether the contract shall be stored and whether it shall be available to the recipient, describe technical means for recognizing and remedying the errors prior to mailing of order, and to define all languages (besides Slovene language) in which the contract may be concluded. The offerer of services is obliged to immediately confirm the receipt of order in electronic form (receipt confirmation). The order and receipt confirmation are considered to be received once the intended party was available to access to them.

It should be noted that obligations outlined in paragraph above do not apply to B2B relations in case the parties involved (commercial entities) agree otherwise than provided by the law (as above). Accordingly, in B2B relations the contract may also be concluded by exchange of electronic messages or comparable means (not exclusively by issuance of electronic receipt certificate), if so agreed by the parties.

Directive 1997/7/EC on the Protection of Consumers in Respect of Distance Contracts has been implemented with the Act on amendments of Consumers Protection Act<sup>37</sup> that entered into force on January 17, 2003. The Slovenian legislation practically recapitalises all provisions of the Directive 1997/7/EC, and introduces new title regulating the distant contracts. The offerer is obliged to render to the customer all information as defined by the Directive 1997/7/EC until conclusion of the contract at the latest. The customer is further entitled to withdraw from the contract within 15 work days. This term commences the day after the delivery of goods, in some cases (some service contracts) also the day of conclusion of the contract. This regulation of Slovenian legislation goes beyond requirements of Directive 1997/7/EC.

---

<sup>36</sup> Zakon o elektronskem poslovanju na trgu – Official Gazette of the Republic of Slovenia, no. 61/2006 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200661&stevilka=2566>

<sup>37</sup> Zakon o spremembah in dopolnitvah Zakona o varstvu potrošnikov (ZVPot-A) – Official Gazette of the Republic of Slovenia, no. 110/2002 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4288>

In case the offerer does not provide all requested information until delivery of the goods, the withdrawal term is prolonged for at most 3 months. The offerer should return the money received within 15 days after customer's withdrawal from the contract, and sanctions may be imposed in case the offerer is in delay with fulfilment of this obligation. The customer, on the other side, is obliged to return the goods within 15 days after withdrawal from the contract, except in case the goods are destroyed without customer's fault. Further, the offerer is obliged to fulfil its obligation within 30 days after conclusion of the contract (except otherwise agreed with the customer) or is obliged to return to the customer all received from the customer with legal interest. Consumer Protection Act does not provide definition of the time when it should be considered that the distant contract is concluded – this question is regulated by the Civil Code<sup>38</sup> that entered into force on January 01, 2002.

Directive 2000/31/EC on information society services, in particular electronic commerce has been implemented into Slovenian law by Consumer Protection Act<sup>39</sup> and the Electronic Commerce and Electronic Signature Act<sup>40</sup> and by Electronic Commerce Market Act<sup>41</sup>. Slovenian legislation used the possibility of Article 9(2) of Directive 2000/31/EC and has defined that the following contracts may not be concluded by usage of electronic means, i.e.:

- all contracts that should be concluded in a form of a notary deed;
- contracts for transfer of ownership rights and contracts constituting in-rem rights on real estate;
- last will and connected activities;
- contracts on regulation of financial/proprietary matters between spouses;
- contracts on disposal with property in ownership of a person not having capacity to perform legal activities;
- contracts on handing-over and distribution of property among living persons;
- contracts on lifelong maintenance and agreements on denunciation to inheritance that was not yet introduced;
- promises of giving gifts and gifts in case of death.

In case of contractual relationships resulting from individual communications (e.g. exchange of e-mail) the Electronic Commerce and Electronic Signature Act<sup>42</sup> provisions apply.

---

<sup>38</sup> Obligacijski zakonik – Official Gazette of the Republic of Slovenia, no. [83/2001](#), [32/2004](#), [28/2006](#) Odl.US: U-I-300/04-25) - see <http://www.uradni-list.si/1/objava.jsp?urlid=200183&stevilka=4287>

<sup>39</sup> Zakon o varstvu potrošnikov – officially consolidated text – Official Gazette of the Republic of Slovenia, no. 98/2004 - see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4288>

<sup>40</sup> Zakon o elektronskem poslovanju in elektronskem podpisu – officially consolidated text – Official Gazette of the Republic of Slovenia, no. 98/2004 - see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4284>

<sup>41</sup> Zakon o elektronskem poslovanju na trgu – Official Gazette of the Republic of Slovenia, no. 61/2006- see <http://www.uradni-list.si/1/objava.jsp?urlid=200661&stevilka=2566>

<sup>42</sup> Zakon o elektronskem poslovanju in elektronskem podpisu – officially consolidated text – Official Gazette of the Republic of Slovenia, no. 98/2004 - see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4284>

According to Article 5 of the Electronic Commerce and Electronic Signature Act provides an electronic message shall be deemed to originate from the sender: if he sends it himself, or if it is sent by a person authorised by the sender, or if it is sent by an information system operated by the sender himself or by another person under his instructions so that it operates automatically, or if the addressee uses to verify the origin of the message a technology and procedure agreed in advance for this purpose between the recipient and the sender. A derogation of these provisions is provided if the sender informed the recipient that the electronic message is not his and the recipient had time to act accordingly, or if the recipient knew or should have known that the electronic message was not the sender's, if acting with due diligence, or using the agreed technology and procedure. The requested due diligence is assessed by applying the Civil Code.

The recipient shall be entitled to treat each electronic message received as an individual message, and to act accordingly, except where the electronic message was duplicated and the recipient knew or should have known this if he had acted with due diligence, or if he had used the agreed technology and procedure (Article 6 of the Electronic Commerce and Electronic Signature Act).

The message is considered to be sent if the sender requested that the electronic message is conditioned upon receipt confirmation, and such request of the sender is posed at the time of sending or prior to sending of electronic message, or in the electronic message itself, or was so agreed with the recipient (Article 7). In such case it is considered that the electronic message is sent when the sender receives the receipt confirmation. Furthermore, if the sender fails to state that the electronic message is conditioned upon confirmation of receipt, and does not receive confirmation of receipt within the specified or agreed interval, or if such is not stipulated or agreed within a reasonable interval, the sender may inform the recipient that he has not received the receipt confirmation and may define a reasonable interval within which the sender should receive the receipt confirmation, or the electronic message shall be considered not to be sent.

If the sender fails to agree with the recipient on the form of receipt confirmation, any automatic or other confirmation by the recipient, or any recipient's behaviour justifying the sender to know or be able to know that the electronic message was received, shall be considered as confirmation. If the sender receives the receipt confirmation, it is considered that the addressee received such electronic message. It should be pointed out that according to Civil Code electronic messages such as presentation of goods on the internet (via electronic media) are not considered as offers but as an invitation to offer.

According to Electronic Commerce and Electronic Signature (Article 10), the time when the electronic message enters the recipient's information system is the time of receipt of the electronic message, if not agreed otherwise. The place from which the electronic message was sent is defined by the provision of Article 11 of the Electronic Commerce and Electronic Signature Act. The place of registered seat or permanent residence of the sender at the time of sending is considered as the place from which the electronic message was sent. Further, the place of recipient's registered office or permanent residence at the time of receipt is considered as the place of receipt of the electronic message. In the event of lack of registered seat or permanent address of the sender and of the recipient, their residence at the time of

sending/receiving the message is the place of sending/receiving the electronic message.

### **3.3 Information obligations in relation to electronic contract conclusion**

The legislation in Slovenia complies with the requirements laid down in Article 5 of Directive 2000/31/EC on electronic commerce, Articles 4 and 5 of Directive 97/7/EC on distance contracts, and Arts. 3, 4 and 5 of Directive 2002/65/EC on distance marketing of consumer financial services, regarding the information that must be given to the consumer before and after the order is placed.

Electronic Commerce Market Act provides obligations of the offerer of services when communicating via electronic means (Article 5 and 6 of the Electronic Commerce Market Act). The offerer may send commercial messages (information society services) only in case the following conditions are fulfilled, i.e.:

- the recipient agrees with mailing in advance;
- the nature of the message as commercial message is clearly identifiable;
- the natural or legal person in the name of which the message was sent is clearly indicated;
- the conditions for acceptance of offer relating to discounts, premiums and gifts are clearly defined;
- conditions for taking part in prize competition or gambling games should be clearly identified.

The recipient should have easy, direct and constant access to the data on entity and registered seat of the offerer, valid e-mail address for successful communications, identification number, tax number, data on permits issued/acquired, indication of education title and the association to which the offerer is included (if the offerer performs regulated profession). Further, the price should be clearly and undoubtedly defined, and it should indicate whether the tax, costs and other fees are included.

According to Report of the Inspectorate for Electronic Communication, Electronic Commerce and Post<sup>43</sup> for year 2005<sup>44</sup>, in the area of electronic signature 9 inspections were performed in year 2005, which were all initiated upon official duty (*ex offico*). The inspections were performed in the area of assurance of working and storing of documentation, contents and accessibility of internal regulations of certifier, the employees and education of certifier, management with certificates. The Inspectorate did not encounter any violations of valid legislation. The Inspectorate was also constantly monitoring activities of certifier and also did not encounter any violations of legislation.

---

<sup>43</sup> Inšpektorat RS za elektronske komunikacije, elektronsko podpisovanje in pošto – see [http://www.mg.gov.si/index.php?id=7869&no\\_cache=1](http://www.mg.gov.si/index.php?id=7869&no_cache=1)

<sup>44</sup> Poročilo o delu Inšpektorata RS za elektronske komunikacije, elektronsko podpisovanje in pošto za leto 2005, dated February 15, 2005 – see [http://www.mg.gov.si/fileadmin/mg.gov.si/pageuploads/DEK/dek\\_inspektorat\\_porocilo\\_060414.pdf](http://www.mg.gov.si/fileadmin/mg.gov.si/pageuploads/DEK/dek_inspektorat_porocilo_060414.pdf)

According to respective Report of the Inspectorate in Slovenia the usage of safe electronic signature is increasing. Besides the applications between banks and enterprises, and banks and citizens, the safe electronic signature is used also between state and citizens, local communities and citizens, and state and enterprises. Despite increase of usage of electronic signature in year 2005 the Inspectorate did not receive any announcement or complaint. In years 2003 and 2004 the Inspectorate discovered only few in-corrections, which were immediately corrected. In the Report the Inspectorate pointed out that a special Commission, as a consulting body for matters relating to usage of electronic signatures and electronic commerce in public administration, has not yet been established.

Considering oral information received from Directorate for Electronic Communication established at the Ministry for Commerce of the Republic of Slovenia, in the area of electronic contract making no problems have been identified so far. It is estimated that electronic contract making is not yet widely used and/or due to short time of their "existence" and so the problems arising out of such practices are not yet revealed.

According to Consumer Protection Act<sup>45</sup> an enterprise is obliged to officiate with customers in Slovene language, and in the area of Hungarian and Italian minority, also in Hungarian and Italian language. Further, under provisions of the Act on Public Use of the Slovene Language<sup>46</sup> the managers of networks receiving subventions from public resources, may not allow to their Slovenian users to present and advertise on web pages only in foreign languages. All legal entities and physical persons performing registered activity, may communicate with their client/customer in Slovenia in Slovene language (or in Hungarian or Italian language in the areas of minorities). In case their activities are intended also to foreigners, they may use foreign language beside Slovenian language.

The Act on Public Use of the Slovene Language is based on First Council Directive 68/151/EEC of 9 March 1968 on co-ordination of safeguards which, for the protection of the interests of members and others, are required by Member States of companies within the meaning of the second paragraph of Article 58 of the Treaty, with a view to making such safeguards equivalent throughout the Community. Further, the Electronic Commerce Act<sup>47</sup> (proposal) provides that the offerer must (among others) define in which language, besides the Slovenian language, the contract may be concluded.

---

<sup>45</sup> Zakon o varstvu potrošnikov – officially consolidated text – Official Gazette of the Republic of Slovenia, no. 98/2004 - see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4288>

<sup>46</sup> Zakon o javni rabi slovenščine – Official Gazette of the Republic of Slovenia, no. 86/2004 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200486&stevilka=3841>.

<sup>47</sup> Zakon o elektronskem poslovanju na trgu – Official Gazette of the Republic of Slovenia, no. 61/2006 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200661&stevilka=2566>

### 3.4 Standard terms and unfair clauses

The validity of standard / general terms is an exception of general principle of Civil Code relating to consent of wills of contracting parties and conclusion of contract. As a rule, the contract shall be concluded at the time the consent of wills of both parties is achieved, and so agreed / consented regulation shall be valid as a contract (*lex contractus*). The standard terms are in advance drafted rules for contractual relation and enter into force only if a contract is concluded and the standard terms are included in respective contract or the contract refers to such standard terms. The standard terms are obliging the contracting parties if they were published in the locally usual manner, and if the party was acquainted with them or should have been acquainted with them. In case the contractual terms and the standard terms differ, the contract terms shall prevail. The standard terms that are contrary to the purpose of contract concluded or are contrary to good business customs/practices, are null and void. It is possible to file an action with the court and request the court to refuse/reject usage of standard terms that deprive the party the right to object, or the terms due to which the party loses the right to a term under the contract, or the terms that are unfair or excessively strict to a party.

Legal status of standard terms used in electronic commerce does not differ from the status of standard terms used in ordinary (non-electronic) commerce. If a consumer has received the standard terms via electronic media, they are bound by such standard terms, as it is considered that they have received and were acquainted with them. In our opinion the customer is also bound by the standard terms if the customer has accepted the standard terms by a point-and-click clause (ticking acceptance to the general terms of the supplier on the suppliers homepage). Whether the customer is bound by standard terms that are available to the buyer on the homepage of the seller, the fact whether such method of acquaintance with the standard terms may be for specific individual customer considered as not difficult. In any of above cases the contract should indicate that standard terms apply and where they are made available.

There has been no transposition of the non-exhaustive list of terms which may be regarded as unfair in the Annex to Directive 93/13/EC. The Slovenian Consumer Protection Act merely provides the regulation relating to B2C transactions, i.e. that the enterprise must not impose unfair contractual conditions to the customer, as such unfair conditions are null and void. Consumer Protection Act defines and explains the term of unfair conditions as:

- sale of goods bearing designations or data that shall or might lead to a confusion concerning the origin, method of production, quantity, quality or other properties of goods;
- concealing the faults in goods or services or any other acts of misleading the consumers;
- attracting the buyers of goods or users of services by giving or promising awards or any other financial benefits or advantages whose value exceeds substantially the value of goods or services allowing the buyer the possibility of obtaining the award.

Unfair terms, including unfair terms pertaining to payment, are covered by the general clause on inadmissible (unfair) term as provided by Slovenian Civil Code, i.e. the contract containing the condition that is in contradiction with Constitution, obligatory provisions of legislation (*ius cogens*) or moral

principles, is null and void. This general provision on unfair conditions, as provided by the Civil Code, applies also to B2B transactions.

According to Customer Consumer Act all provisions of the contract, as defined by the formular contract or general / standard terms to which the contract refers to, shall be considered as contract condition. The contract conditions are obliging the customer only in case the customer was acquainted with their full contents prior to conclusion of the contract. It is considered that the customer was acquainted with the contract conditions if the enterprise pointed out their existence and they are available to the customer without difficulties. Further, the unfair contract conditions are null and void. It is considered that the contract conditions are not fair, in case:

- they cause significant imbalance in the contractual rights and obligations of the parties to the detriment of the consumer; or
- they cause the fulfillment of the contract to be unjustifiably detrimental to the consumer; or
- they cause the fulfillment of the contract to differ substantially from what the consumer rightly expected;
- if they are in contradiction with the principles of fairness and good faith.

The Slovenian Consumer Protection Act provides some examples of unfair contract conditions, i.e.:

- conditions stipulating that the enterprise may cancel the contract in any event;
- by which the consumer waives the right to make certain objections (e.g. objection on account of nullity, contestability, non-fulfilment or incorrect fulfilment of the contract);
- under which the price is unspecified or insufficiently specified;
- which excludes liability for damage caused wilfully or through negligence by the enterprise or a person for whom the enterprise is responsible;
- under which the enterprise gives itself an unduly long term for the execution of the consumer's order;
- under which the enterprise is allowed unilaterally to change any terms of contract that are fundamental to the contractual relationship;
- under which the enterprise reserves the right to decide whether or not the delivered goods conform to the terms of the contract;
- which specifies a contractual penalty in favour of the enterprise;
- under which the enterprise is allowed to transfer its contractual obligations to a third party not named in the contract;
- under which the burden of proof, which according to the law should be borne by the enterprise, is transferred to the consumer.

The major problem with respect to unfair contract conditions is that Slovenian legislation does not provide the sanctions to enterprises who introduce/enforce such unfair conditions. The sanction of invalidity (null and void) of unfair contract condition namely does not have any negative effect to the enterprise, as no sanction may be imposed. In the event the Market Inspectorate of the Republic of Slovenia<sup>48</sup> discovers such unfair conditions, it may merely remind the violating enterprise on such fact. According to

---

<sup>48</sup> Tržni inšpektorat Republike Slovenije / Market Inspectorate of the Republic of Slovenia – see <http://www.ti.gov.si/>

information gathered, the amendment to the Slovenian legislation to introduce sanctions is envisaged.

### 3.5 Choice of law and forum

Slovenia has ratified and is a party of the following multilateral conventions relating to choice-of-law matters, i.e.:

- Statute of the Hague Conference on Private International Law of October 31, 1951. Slovenia is a party as of June 18, 1992 through notification of succession from Socialist Federative Republic of Yugoslavia<sup>49</sup>.
- Convention abolishing the Requirement of Legalisation for Foreign Public Documents of October 05, 1961. Slovenia is a party as of June 18, 1992 through notification of succession from Socialist Federative Republic of Yugoslavia<sup>50</sup>.
- Convention on Civil Procedures of March 01, 1954. Slovenia is a party as of June 18, 1992 through notification of succession from Socialist Federative Republic of Yugoslavia<sup>51</sup>.
- Convention on International Access to Justice of October 25, 1980. Slovenia is a party as of June 18, 1992 through notification of succession from Socialist Federative Republic of Yugoslavia<sup>52</sup>.
- Convention on the taking of evidence abroad in Civil or Commercial Matters<sup>53</sup> of March 18, 1970. Slovenia is a party as of November 17, 2000.
- Convention on the service abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters<sup>54</sup> of November 15, 1965. Slovenia is a party as of June 01, 2001.
- Convention on the Law applicable to Traffic Accidents<sup>55</sup> of May 04, 1971. Slovenia is a party as of June 18, 1992 through notification of succession from Socialist Federative Republic of Yugoslavia.
- Convention on the Law applicable to Products Liability<sup>56</sup> of October 02, 1973. Slovenia is a party as of June 18, 1992 through notification of succession from Socialist Federative Republic of Yugoslavia.

---

<sup>49</sup> Statut Haaške konference o mednarodnem zasebnem pravu. Notification act was published in Official Gazette of the Republic of Slovenia, no. 24/92.

<sup>50</sup> Konvencija o odpravi potrebe legalizacije tujih javnih listin. Notification act was published in Official Gazette of the Republic of Slovenia, no. 24/92.

<sup>51</sup> Konvencija o civilnem sodnem postopku. Notification act was published in Official Gazette of the Republic of Slovenia, no. 24/92.

<sup>52</sup> Konvencija o olajšanju mednarodnega pristopa k sodiščem. Notification act was published in Official Gazette of the Republic of Slovenia, no. 24/92.

<sup>53</sup> Konvencija o pridobivanju dokazov v civilnih ali gospodarskih zadevah v tujini. Act on ratification is published in Official Gazette of the Republic of Slovenia, no. 76/2000.

<sup>54</sup> Konvencija o vročitvi sodnih in zunajsodnih listin v civilnih ali gospodarskih zadevah v tujini. Act on ratification is published in Official Gazette of the Republic of Slovenia, no. 76/2000.

<sup>55</sup> Konvencija o zakonu, ki velja za prometne nesreče. Notification act was published in Official Gazette of the Republic of Slovenia, no. 24/92.

<sup>56</sup> Konvencija o zakonu, ki se uporablja v primerih odgovornosti proizvajalcev za njihove proizvode. Notification act is published in Official Gazette of the Republic of Slovenia, no. 24/92.

- Convention on the Recognition and Enforcement of Foreign Arbitral Awards<sup>57</sup> of June 10, 1958. Slovenia is a party as of June 25, 1991 through notification of succession from Socialist Federative Republic of Yugoslavia.
- European Convention on International Commercial Arbitration<sup>58</sup> of April 21, 1961. Slovenia is a party as of June 25, 1991 through notification of succession from Socialist Federative Republic of Yugoslavia.
- United Nation Convention on Contracts for the International Sales of Goods of April 11, 1980.<sup>59</sup> Slovenia is a party through notification of succession from Socialist Federative Republic of Yugoslavia.
- Convention on Expiration of Claims in the Field of International Purchase and Sale of Goods<sup>60</sup> of June 13, 1974. Slovenia is a party through notification of succession from Socialist Federative Republic of Yugoslavia. Slovenia has implemented also the Protocol amending the Convention on Expiration of Claims in the Field of International Purchase and Sale of Goods<sup>61</sup> of April 11, 1980.
- European Convention on Information on Foreign Law<sup>62</sup> of June 7, 1968.
- Convention on the accession of new Member States to the Convention on the law applicable to contractual obligations and to the Protocol 1 to the Convention on the law applicable to contractual obligations of 19. 12. 1998 and to the Protocol 2 to the Convention on the law applicable to contractual obligations<sup>63</sup> of 19. 12. 1998.

Choice-of-law/forum selection is not considered as being a specific barrier for e-business in B2B transactions in Slovenia. The challenge for e-business in this area is the same as for traditional business relations.

---

<sup>57</sup> Konvencija o priznanju in izvršitvi tujih sodnih odločb. Notification act is published in Official Gazette of the Republic of Slovenia, no. 35/92.

<sup>58</sup> Evropska konvencija o mednarodni trgovinski arbitraži. Notification act is published in Official Gazette of the Republic of Slovenia, no. 35/92.

<sup>59</sup> Konvencija Združenih narodov o pogodbah o mednarodni prodaji blaga. Notification Act is published in Official Gazette of the Republic of Slovenia, no. 65/93.

<sup>60</sup> Konvencija o zastaranju terjatev na področju mednarodnega nakupa in prodaje blaga – Official Gazette of the Republic of Slovenia, no. 65/93.

<sup>61</sup> Protokol, ki spreminja konvencijo o zastaranju terjatev na področju mednarodnega nakupa in prodaje blaga.

<sup>62</sup> Zakon o ratifikaciji Evropske konvencije o obvestilih o tujem pravu – Official Gazette of the Republic of Slovenia, no. 4/98.

<sup>63</sup> Zakon o ratifikaciji Konvencije o pristopu Češke republike, Republike Estonije, Republike Ciper, Republike Latvije, Republike Litve, Republike Madžarske, Republike Malte, Republike Poljske, Republike Slovenije in Slovaške republike h Konvenciji o uporabi prava v pogodbenih obligacijskih razmerjih, na voljo za podpis 19. junija 1980 v Rimu, ter k Prvemu in Drugemu protokolu o razlagi te konvencije s strani Sodišča /MKKUP/ - Official Gazette of the Republic of Slovenia, no. 21/2005.

The Slovenian legislation regulates the choice of law/forum matter by the Private International Law and Procedure Act<sup>64</sup>, which however does not provide that the consumer always has the possibility to enforce rights at domestic court, and is therefore not in line with Regulation (EC) 44/2001 (Brussels Regulation). However, as the Regulation (EC) was automatically transposed and shall be valid as Slovenian legislation with accession of Slovenia to EU (i.e. as of May 01, 2004), there is no need for implementation of the Regulation (EC) 44/2001 to Slovenian legislation by adopting and/or amending legislation in Slovenia.

According to Private International Law and Procedure Act the Slovenian court shall have exclusive jurisdiction in disputes between consumer, residing permanently in Slovenia, and a foreign company deriving from EU Member State or other/third states. It is prohibited that such Slovenian consumer and an enterprise enter into an agreement defining non-Slovenian court as competent for dispute resolution in such (consumer) relations. Further, possibility that the consumer and the company agree that the law of the company or third law applies is very limited. According to the Private International Law and Procedure Act<sup>65</sup> only the law of the consumer's permanent residency is applicable in case:

- conclusion of contract results from advertisements/offer in consumer's state and the consumer has performed all activities for conclusion of the contract in its state;
- the company received the consumer's order in consumer's state;
- the purchase contract was concluded in another state and the company organized such travel in order to facilitate such contracts.

In the event the consumer and the enterprise/seller shall conclude the agreement on applicability of other law, they may not exclude obligatory provisions (*ius cogens*) relating to protection of consumer rights as provided by the law of consumer's permanent residency.

Directive 2000/31/EC on electronic commerce is based on a country of origin principle, which provides that information society services are only required to comply with the requirements of the Member State in which the service provider is located.

According to Program for Consumer Protection in Year 2006 and 2007<sup>66</sup>, as adopted by the Government of the Republic of Slovenia on February 16, 2006, it is envisaged that quality (speed and effectiveness) of dispute resolutions shall be improved through solutions developed in cooperation between Ministry for Economics and Agency for Electronic Communication and Post. There is however no information available on the substance and scope of eventual e-commerce disputes in Slovenia.

---

<sup>64</sup> Zakon o mednarodnem zasebnem pravu in postopku – Official Gazette of the Republic of Slovenia, no. 56/1999 – see <http://www.uradni-list.si/1/objava.jsp?urlid=199956&stevilka=2651>

<sup>65</sup> Zakon o mednarodnem zasebnem pravu in postopku – Official Gazette of the Republic of Slovenia, no. 56/1999 – see <http://www.uradni-list.si/1/objava.jsp?urlid=199956&stevilka=2651>

<sup>66</sup> Program Varstva potrošnikov za leti 2006 in 2007, the Government of the Republic of Slovenia, No. 32300-1/2006-7 dated February 16, 2006 – see [http://www.uvp.gov.si/fileadmin/uvp.gov.si/pageuploads/pdf/Program\\_varstva\\_potro\\_nikov\\_2006-2007.pdf#search=%22program%20varstva%20potro%C5%A1nikov%22](http://www.uvp.gov.si/fileadmin/uvp.gov.si/pageuploads/pdf/Program_varstva_potro_nikov_2006-2007.pdf#search=%22program%20varstva%20potro%C5%A1nikov%22)

### **3.6 Cross-border regulatory issues**

During the research, no specific court rulings on the use of electronic contracts in cross-border trade between enterprises have been identified. However, it seems reasonable to assume that especially small and medium-sized enterprises are unaware of the specific legal status of electronic contracts agreed with trade partners from another Member State. This could be an obstacle to cross-border use of electronic contracts.

## **4. Electronic invoicing, payment and other matters related to execution of electronic contracts**

### **4.1 National legislation and administrative practice in the fields of electronic invoicing, payment and delivery**

The obligation to pay for goods and services in B2B and B2C transactions does not differ from the obligation to pay in traditional off-line business relationships. According to the Civil Code, either of parties in the two-sided contract should fulfill their obligations simultaneously. Accordingly, neither of parties is obliged to perform its obligation in the event the other party does not fulfill its obligations or is not ready to fulfill obligations simultaneously. The seller is not obliged to deliver the goods if the buyer does not pay the price or is not ready to do it simultaneously, unless it is agreed or customary otherwise. Further, the buyer is not obliged to pay the price prior to examination of the goods.

According to the Consumer Protection Act it is considered that the consumer paid its monetary obligation on the day the consumer issued a payment order to the bank. It is not permissible to agree on higher delay interests as provided by the Civil Code. The reminder costs should not exceed the actual costs of drafting and mailing of reminder, and also should not exceed the delay interests.

There has been no transposition of the non-exhaustive list of terms which may be regarded as unfair in the Annex to Directive 93/13/EC. However, the Slovenian Consumer Protection Act does provide examples in which the terms should be considered as unfair. Please see Pt. 3.3.1.3. above. The Slovenian Consumer Protection Act provides that the enterprise must not impose unfair contractual conditions to the customer, as such unfair conditions are null and void. Unfair terms, including unfair terms pertaining to payment, are covered also by the general clause on inadmissible (unfair) term as provided by Slovenian Civil Code, i.e. the contract containing the condition that is in contradiction with Constitution, obligatory provisions of legislation (*ius cogens*) or moral principles, is null and void.

Slovenian Consumer Protection Act provides that the company/seller is obliged to issue an invoice for goods sold or respectively services performed. According to Slovenian Accountancy Standards<sup>67</sup>, the invoice is an official accountancy document that should be signed. However, the invoice may be issued in an electronic form and may be signed by electronic signature. The invoices signed by electronic signature and electronic invoices have the same status as invoices issued and signed on paper.

According to Customer Protection Act the enterprise is obliged to issue an invoice for services performed or goods delivered to the customer. Simultaneously, the enterprise should make possible that the customer examines the charged amount relating to quality and quantity of purchased goods or services. An electronic invoice is an accountancy documents that may be issued in a paper or electronic form. According to provisions of Slovenian Accountancy Standards the electronic invoices have the same value as paper invoices. The substance of the invoice is defined with the Value Added Tax Act<sup>68</sup>, i.e.:

- place and date of issuance;
- company/name and address of the issuer of invoice;
- company/name and address of the recipient of invoice;
- date of rendering of services / delivery of goods;
- tax number of the issuer of the invoice;
- description of business event charged – services, goods, quantity;
- amount charged without VAT;
- amount of VAT;
- amount charged with VAT included in Tolars and EUR.

Considering that in 2007 Slovenia shall introduce EUR as its official currency, the Act on Double Pricing in Tolars and Euros<sup>69</sup> was passed, which entered into force on March 01, 2005. Accordingly, the enterprises are obliged to indicate the prices in Tolars and in EUR, as well as issue the invoices with indication of price charged in Tolars and in EUR. The informative indication of prices shall be based on central parity exchange rate of 1 EUR = 239,64 SIT). Indications must be made in a manner that a customer may easily and undoubtedly read them and make a comparison.

## 4.2 Electronic payment

Directive 9/97/EC and Directive 2002/65/EC have been transposed into Slovenian legislation through Consumer Protection Act. We have not encountered any information indicating possible problems in transposition of Directive 97/7/EC to Slovenian legislation.

---

<sup>67</sup> Slovenski računovodski standardi – Official Gazette of the Republic of Slovenia, no. [118/2005](#) ([10/2006](#) - Corr.), [9/2006](#), [20/2006](#) – see [http://zakonodaja.gov.si/rpsi/r04/predpis\\_NEZN194.html](http://zakonodaja.gov.si/rpsi/r04/predpis_NEZN194.html)

<sup>68</sup> Zakon o davku na dodano vrednost (uradno prečiščeno besedilo) /ZDDV-UPB4/ - Official Gazette of the Republic of Slovenia, no. 21/2006 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200621&stevilka=817>

<sup>69</sup> Zakon o dvojnem označevanju cen v tolarjih in v evrih – Official Gazette of the Republic of Slovenia, no. 115/05 – see <http://www.uradni-list.si/1/objava.jsp?urlid=2005101&stevilka=4395>

Article 8 of the Directive 97/7/EC has been transposed to Slovenian legislation through Article 43.f of Consumer Protection Act. According to Slovenian legislation, in the event of fraudulent use of payment or credit card the consumer has the right to cancel such payment if the payment transaction has not yet been performed. The cancellation of payment should be requested at the company/subject registered for performance of such transaction. In case the payment transaction has already been performed and the payment or credit card was fraudulently used, the consumer has the right to demand from the company/subject to which the payment was transferred to, to return the paid amounts.

According to Payment Transactions Act<sup>70</sup> the performer of transactions based on electronic or phone payment orders must assure reliable manner of establishment of orderer identity, either through uniform identification code or other similar manner of identity checking.

Additionally, any of on-line payment should correspond also to personal data protection legislation. Slovenian Personal Data Protection Act<sup>71</sup> provides that during processing sensitive personal data must be specially marked and protected in a manner that access to them by unauthorised persons is prevented. In the transmission of sensitive personal data over telecommunications networks, data shall be considered as suitably protected if they are sent with the use of cryptographic methods and electronic signatures such that their illegibility or non-recognition is ensured during transmission.

Services of electronic money are regulated with Payment Transactions Act<sup>72</sup> and may be performed exclusively by subjects listed by the law that may perform such activities on the basis of prior permit issued by the Bank of Slovenia.

No major practical problems in relation to online payment have been reported. In spite of clear legislative protection, some consumers however still feel reluctant to use their payment card online due to fear of misuse.

#### **4.3 Delivery of the good or provision of services ordered electronically and withdrawal period**

Protection of consumer rights is regulated on two levels, i.e. the rights may be enforced directly through customers, or through authorities/organizations established for protection of consumer rights and interests.

The customers may enforce their rights at the court or out of court through mediation or arbitration proceeding. In accordance with Civil Code the customer has a possibility to demand immediate performance of delivery / providing of services and to withdraw from the contract and request return of payments provided and damages occurred.

---

<sup>70</sup> Zakon o plačilnem prometu /ZPlaP-UPB2/ - Official Gazette of the Republic of Slovenia, no. 105/2004 and 39/2006 – see <http://www.uradni-list.si/1/objava.jsp?urlid=2004105&stevilka=4459>

<sup>71</sup> Zakon o varstvu osebnih podatkov /ZVOP-1/ – Official Gazette of the Republic of Slovenia, no. 86/2004 and 113/2005 - see <http://www.uradni-list.si/1/objava.jsp?urlid=200486&stevilka=3836>

<sup>72</sup> Zakon o plačilnem prometu /ZPlaP-UPB2/ - Official Gazette of the Republic of Slovenia, no. 105/2004 and 39/2006 – see <http://www.uradni-list.si/1/objava.jsp?urlid=2004105&stevilka=4459>

The organizations established for protection of consumer rights may file two kind of actions, i.e.:

- *An action to cease with usage of standard terms, offer in advance printed contracts (formular contract) or use business making or advertisement methods that are in contradiction with obligatory provisions (ius cogens) or good business practice*

Any legal entity constituted with the purpose to safeguard customer's rights and interests may file an action against violating enterprise requesting that the enterprise ceases to use standard terms, offer in advance printed contracts (formular contract) or use business making or advertisement methods that are in contradiction with obligatory provisions (*ius cogens*) or good business practice. Such legal entity should exist for at least one year and should be operating. Such action may also be filed by the chamber or business association the party of which is also the defendant. Special notice is given to customers deriving from Member States. In case the rights and interests of a customer deriving from Member States are violated, such action may also be filed by the organization or independent public authority (i.e. consumer ombudsman) that is constituted in the relevant Member State, however only on the basis of prior consultancy with Slovenian authority competent for customer protection. In the event the competent Slovenian authority shall not respond within 14 days, the customer protection organization from Member State may file the action directly.

- *An action to establish the invalidity of contracts the enterprise concluded with customers, individual provisions of such contracts or standard terms included into such contracts*

Organizations for protection of customers' rights (as indicated in alinea above) may file an action to establish the invalidity of contracts the enterprise concluded with customers, individual provisions of such contracts or standard terms included into such contracts. The benefit of such action is that in case the judgment establishes the invalidities in the contracts or standard terms, anyone can refer to the judgment issued on the basis of such action. On the other hand, in case the action is not successful and is therefore refused, such a judgment shall have effect only between the plaintiff and the defendant, and anyone else may file a new action with the same claim. As long as one such court proceeding is pending, it is not possible to file another same claim/action, however it is possible to join to the pending court proceeding as intervenient.

Considering the nature of consumer disputes, such disputes are usually not of a high value. In this respect the possibility rendered by the Consumer Protection Act on protecting of consumer rights through actions filed by the consumer protection authorities, is a good solution to the benefit of the customers. It should however be noted, that the regulation of resolution of small value disputes lies in provisions of Civil Procedure Act<sup>73</sup>. According to Civil Proceeding Act the small value dispute is a dispute not exceeding SIT 200.000 (app. EUR 835), disputes on delivery of movable property (value

---

<sup>73</sup> Zakon o pravdnem postopku – Official Gazette of the Republic of Slovenia, no. 26/1999, 83/2002 – Decision of Constitutional Court, 96/2002, 58/2003 – Decision of Constitutional Court, 73/2003 – Decision of Constitutional Court, 2/2004, 2/2004 (10/2004 - Corr.), 69/2005 – decision of Constitutional Court, 90/2005 – decision of Constitutional Court, 43/2006 – decision of Constitutional Court – see [http://zakonodaja.gov.si/rpsi/r02/predpis\\_ZAKO1212.html](http://zakonodaja.gov.si/rpsi/r02/predpis_ZAKO1212.html)

not exceeding SIT 200.000) and disputes concerning non-monetary claims in which the party stated to be ready to receive money up to SIT 200.000 instead performance of activity or other claim. The small value disputes shall be handled by the District Courts (okrajno sodišče). The parties have limited possibilities of motion-writing (only one motion is permissible) and appealing, there is no stand-still of proceeding, all in order to speed the proceeding.

#### **4.4 Non-performance of the obligation to deliver or late delivery**

The general non-performance and late delivery rules are contained in the Civil Code (*lex generalis*) that applies to both, i.e. B2B and B2C business.

In the event of non-performance of delivery the non-violating party may demand fulfilment/performance of obligation or enforce the right to withdraw from the contract. In the event the performance of delivery was fixed to a defined term and that term was the essential element of the contract, the non-performance of the delivery at defined term results in dissolution of the contract on the basis of the law. In the event performance of delivery was defined to a term that is not essential element of the contract, the non-performance of the delivery establishes the right of the non-violating party to withdraw from the contract after giving to violating party an extra term for performance of delivery. In any of the event the non-violating party is entitled to damages due to non-performance or delay with delivery.

#### **4.5 Right of withdrawal from the contract in B2B and B2C transactions on goods and services**

The term in which the right of withdrawal in B2B and B2C transactions may be enforced is regulated by the Civil Code and the Consumer Protection Act.

The Civil Code does not provide the term in which it is possible to withdraw from the B2B transaction. The definition of the withdrawal term is left to be agreed by the contracting parties. In case the withdrawal term is not defined by the parties, the withdrawal from the contract in B2B transaction may be enforced while the violating party is in delay with fulfillment of contractual obligations.

With respect to B2C transactions, the Slovenian Consumers Protection Act offers same legal protection of customers in distance contract-making (i.e. electronic contract-making) as European legislation, i.e. Directive 1997/7/EC. At some points Slovenian legislation is even more protective to the consumer, as (for instance) the consumer may withdraw from distant (electronic) contract within 15 days without stating any reason for withdrawal, as opposed to Directive 1997/7/EC that defines shorter 7 work-days term. In case the customer returns the goods within the withdrawal term, it shall be considered that the customer issued the withdrawal statement. The withdrawal term for life insurance contracts concluded as distant contract, and contracts relating to personal pension insurance concluded as distant contract the customer may withdraw within 30 days.

#### **4.6 Delivery of a good that is not in conformity with the contract**

Directive 1999/44/EC has been transposed to Slovenian legislation through Civil Code and Consumer Protection Act. During the research we have not gather any information indicating problems in transposition of Directive 1999/44/EC.

In accordance with the Civil Code, parties to the contract must perform their contractual obligations and are liable for their fulfillment. Accordingly, the seller must deliver goods to the consumer at the quantity, quality, time, price and place agreed.

In accordance with Consumer Protection Act the seller must deliver the goods to the consumer in accordance with the contract, and is liable for defaults *in-rem* and legal defaults of this fulfillment. The Default shall be considered as *in-rem* default in case the goods:

- do not have characteristics needed for their normal use or traffic;
- do not have characteristics needed for special usage, for the purpose of what the customer is buying the goods and the seller was aware or should have been aware of this fact;
- do not have characteristics that were explicitly or tacitly agreed or prescribed;
- if the seller delivered the goods that do not correspond with the model and sample, except in case the model and sample were presented just for information.

The customer may enforce the rights in case it informed the seller on the existence of *in-rem* default within 2 months after discovering the default.

The consumer who has properly informed the seller on the defaults of the goods delivered may within 2 years after informing the seller, demand from the seller:

- to remedy the default on the product; or
- to return part of paid price in proportion with default; or
- replace the default product with new faultless product; or
- to return the paid price.

It should be noted that it is prohibited to contractually exclude the seller's liability for *in-rem* faults, and that such exclusion is null and void.

Besides that the customer is entitled to demand payment of damages, and also repayment of material costs, replacing parts, work, transport of products occurred due to enforcement of rights under the Consumer Protection Act.

#### **4.7 Cross border regulatory issues**

There are no court rulings on electronic invoicing or payment related to execution of cross-border electronic contracts. Accordingly, during the research we could not identify any legal or administrative problems related to cross border electronic payment.

It is difficult to make an assessment of the awareness in Slovenia regarding the possibilities of enterprises in Slovenia as provided by the Regulation (EC) 2560/2001. The working draft of the Act on Introduction of Euro<sup>74</sup> was drafted and submitted to EU Commission for its approval. Slovenia fulfilled all criteria for introduction of Euro as official currency in Slovenia in 2007.

## 5. General assessment

### 5.1 Main legal and administrative barriers to e-business

According to survey of International Consumer Research Institute "Project Out-of-Court Settlement of Consumer Disputes in the Area of E-Commerce"<sup>75</sup> issued in December 2001, the consumers are not inclined to solving such disputes at the court as court proceedings are costly and (due to appeal possibility) time consuming. The system of alternative dispute resolution in consumer disputes is not entirely established in Slovenia.

According to Program for Consumer Protection in Year 2006 and 2007<sup>76</sup>, as adopted by the Government of the Republic of Slovenia on February 16, 2006, it is envisaged that quality (speed and effectiveness) of dispute resolutions shall be improved through solutions developed in cooperation between Ministry for Economics and Agency for Electronic Communication and Post.

According to Report of the Inspectorate for Electronic Communication, Electronic Commerce and Post<sup>77</sup> for year 2005<sup>78</sup>, in the area of electronic signature 9 inspections were performed in year 2005, which were all initiated upon official duty (*ex officio*). The inspections were performed in the area of assurance of working and storing of documentation, contents and accessibility of internal regulations of certifier, the employees and education of certifier, management with certificates. The Inspectorate did not encounter any violations of valid legislation. The Inspectorate was also constantly monitoring activities of certifier and also did not encounter any violations of legislation. According to respective Report of the Inspectorate in Slovenia the usage of safe electronic signature is increasing. Besides the applications between banks and enterprises, and banks and citizens, the safe electronic signature is used also between state and citizens, local

---

<sup>74</sup> Zakon o uvedbi evra – working draft see  
<http://www.gov.si/mf/slov/evro/gradiva.htm>

<sup>75</sup> Projekt »Izvensodno reševanje potrošniških sporov na področju e-poslovanja«, December 2001, Mednarodni inštitut za potrošniške raziskave, Frankopanska 5, 1000 Ljubljana

<sup>76</sup> Program Varstva potrošnikov za leti 2006 in 2007, the Government of the Republic of Slovenia, No. 32300-1/2006-7 dated February 16, 2006 – see  
[http://www.uvp.gov.si/fileadmin/uvp.gov.si/pageuploads/pdf/Program\\_varstva\\_potro\\_nikov\\_2006-2007.pdf#search=%22program%20varstva%20potro%C5%A1nikov%22](http://www.uvp.gov.si/fileadmin/uvp.gov.si/pageuploads/pdf/Program_varstva_potro_nikov_2006-2007.pdf#search=%22program%20varstva%20potro%C5%A1nikov%22)

<sup>77</sup> Inšpektorat RS za elektronske komunikacije, elektronsko podpisovanje in pošto / Inspectorat for Electronic Communications, Electronic Signatures and Mail – see  
[http://www.mg.gov.si/index.php?id=7869&no\\_cache=1](http://www.mg.gov.si/index.php?id=7869&no_cache=1)

<sup>78</sup> Poročilo o delu Inšpektorata RS za elektronske komunikacije, elektronsko podpisovanje in pošto za leto 2005, dated February 15, 2005 – see  
[http://www.mg.gov.si/fileadmin/mg.gov.si/pageuploads/DEK/dek\\_inspektorat\\_porocilo\\_060414.pdf](http://www.mg.gov.si/fileadmin/mg.gov.si/pageuploads/DEK/dek_inspektorat_porocilo_060414.pdf)

communities and citizens, and state and enterprises. Despite increase of usage of electronic signature in year 2005 the Inspectorate did not receive any announcement or complaint. In years 2003 and 2004 the Inspectorate discovered only few in-corrections, which were immediately corrected. In the Report the Inspectorate pointed out that a special Commission, as a consulting body for matters relating to usage of electronic signatures and electronic commerce in public administration, has not yet been established.

Considering oral information received from Directorate for Electronic Communication established at the Ministry for Commerce of the Republic of Slovenia, in the area of electronic contract making no problems have been identified so far. It is estimated that electronic contract making is not yet widely used and/or due to short time of their "existence" and so the problems arising out of such practices are not yet revealed.

There has been no transposition of the non-exhaustive list of terms which may be regarded as unfair in the Annex to Directive 93/13/EC. The Slovenian Consumer Protection Act merely provides the regulation relating to B2C transactions, i.e. that the enterprise must not impose unfair contractual conditions to the customer, as such unfair conditions are null and void. Consumer Protection Act defines and explains the term of unfair conditions and provides examples of such unfair conditions.

The major problem with respect to unfair contract conditions is that Slovenian legislation does not provide the sanctions to enterprises who introduce/enforce such unfair conditions. The sanction of invalidity (null and void) of unfair contract condition namely does not have any negative effect to the enterprise, as no sanction may be imposed. In the event the Market Inspectorate of the Republic of Slovenia<sup>79</sup> discovers such unfair conditions, it may merely remind the violating enterprise on such fact. According to information gathered, the amendment to the Slovenian legislation to introduce sanctions is envisaged.

## **5.2 Awareness about national authorities in charge of solving legal problems in e-business**

During the research, no specific court rulings on the use of electronic contracts in cross-border trade between enterprises have been identified. However, it seems reasonable to assume that especially small and medium-sized enterprises are unaware of the specific legal status of electronic contracts agreed with trade partners from another Member State. This could be an obstacle to cross-border use of electronic contracts.

No major practical problems in relation to online payment have been reported. In spite of clear legislative protection, some consumers however still feel reluctant to use their payment card online due to fear of misuse.

There are no court rulings on electronic invoicing or payment related to execution of cross-border electronic contracts. Accordingly, during the research we could not identify any legal or administrative problems related to cross border electronic payment.

---

<sup>79</sup> Tržni inšpektorat Republike Slovenije / Market Inspectorate of the Republic of Slovenia – see <http://www.ti.gov.si/index.php>

It is difficult to make an assessment of the awareness in Slovenia regarding the possibilities of enterprises in Slovenia as provided by the Regulation (EC) 2560/2001. The working draft of the Act on Introduction of Euro<sup>80</sup> was drafted and submitted to EU Commission for its approval. Slovenia fulfilled all criteria for introduction of Euro as official currency in Slovenia in 2007.

The competent authorities designated by Slovenia pursuant to Arts. 4 and 5 of Regulation (EC) N° 2006/2004 of the European Parliament and of the Council on cooperation between national authorities responsible for the enforcement of consumer protection laws are<sup>81</sup>:

- Market Inspection of the Republic of Slovenia – <http://www.ti.gov.si/index.php>;<sup>82</sup>
- Inspectorate of the Republic of Slovenia for Culture and Media – <http://www.kultura.gov.si/index.php?id=2790>;<sup>83</sup>
- Traffic Inspectorate of the Republic of Slovenia – <http://www.gov.si/pi-rs/>;<sup>84</sup>
- Agency for Post and Electronic Communications of the Republic of Slovenia – <http://www.apek.si/>;<sup>85</sup>
- Agency of the Republic of Slovenia for Medicines and Medical Devices<sup>86</sup> – <http://www2.gov.si/mz/mz-splet.nsf/f1?OpenFrameSet&Frame=main&Src=/mz/mz-splet.nsf/0/6A4C3562F6E310A4C1256B1E004D1B8F?OpenDocument>.
- The common “connecting” authority is Ministry for Economics – Office for Consumer protection – <http://www.uvp.gov.si/>.<sup>87</sup>

---

<sup>80</sup> Zakon o uvedbi evra – working draft – see <http://www.gov.si/mf/slov/evro/gradiva.htm>

<sup>81</sup> As defined by the Regulation on execution of Regulation Regulation (EC) N° 2006/2004 of the European Parliament and of the Council on cooperation between national authorities responsible for the enforcement of consumer protection laws / Uredba o izvajanju Uredbe Evropskega parlamenta in Sveta (ES) o sodleovanju med nacionalnimi organi, odgovornimi za izvrševanje zakonodaje o varstvu potrošnikov – Official Gazette of the Republic of Slovenia, no. 118/2005.

<sup>82</sup> Tržni inšpektorat Republike Slovenije / Market Inspectorate of the Republic of Slovenia – see <http://www.ti.gov.si/index.php>

<sup>83</sup> Inšpektorat Republike Slovenije za kulturo in medije / Inspectorate of the Republic of Slovenia for Culture and Media – see <http://www.kultura.gov.si/index.php?id=2790>

<sup>84</sup> Prometni inšpektorat Republike Slovenije / Traffic Inspectorate of the Republic of Slovenia – see <http://www.gov.si/pi-rs/>

<sup>85</sup> Agencija za pošto in elektronske komunikacije Republike Slovenije / Agency for Post and Electronic Communication – see <http://www.apek.si/>

<sup>86</sup> Agencija Republike Slovenije za zdravila in medicinske pripomočke / [Agency for Medicinal Products and Medical Devices of the Republic of Slovenia](http://www2.gov.si/mz/mz-splet.nsf/f1?OpenFrameSet&Frame=main&Src=/mz/mz-splet.nsf/0/6A4C3562F6E310A4C1256B1E004D1B8F?OpenDocument) – see <http://www2.gov.si/mz/mz-splet.nsf/f1?OpenFrameSet&Frame=main&Src=/mz/mz-splet.nsf/0/6A4C3562F6E310A4C1256B1E004D1B8F?OpenDocument>

<sup>87</sup> Ministrstvo za gospodarstvo – Urad Republike Slovenije za varstvo potrošnikov / Ministry for Economy – Consumer Protection Office of the Republic of Slovenia – see <http://www.uvp.gov.si/>

### 5.3 Legal and administrative best practices in e-business

The Government of the Republic of Slovenia has not yet established a special committee for consumer dispute resolution. According to Program for Consumer Protection in Year 2006 and 2007<sup>88</sup>, as adopted by the Government of the Republic of Slovenia on February 16, 2006, it is envisaged that quality (speed and effectiveness) of dispute resolutions shall be improved through solutions developed in cooperation between Ministry for Economics and Agency for Electronic Communication and Post. Currently the services to consumers relating to e-commerce are mostly rendered by:

- Slovenian Consumers' Association;
- Ministry for Economics – Office for Consumer Protection;
- Ministry for Economics – Directorate for Electronic Communication.

---

<sup>88</sup> Program Varstva potrošnikov za leti 2006 in 2007, the Government of the Republic of Slovenia, No. 32300-1/2006-7 dated February 16, 2006 – see [http://www.uvp.gov.si/fileadmin/uvp.gov.si/pageuploads/pdf/Program\\_varstva\\_potro\\_nikov\\_2006-2007.pdf#search=%22program%20varstva%20potro%C5%A1nikov%22](http://www.uvp.gov.si/fileadmin/uvp.gov.si/pageuploads/pdf/Program_varstva_potro_nikov_2006-2007.pdf#search=%22program%20varstva%20potro%C5%A1nikov%22)

## ANNEX: NATIONAL LEGISLATION ON E-BUSINESS

The regulatory framework for e-business in Slovenia is based on the following legislation, i.e.:

- Electronic Commerce Market Act<sup>89</sup>,
- Electronic Commerce and Electronic Signature Act<sup>90</sup>.
- Decree on conditions for electronic commerce and electronic signing was adopted in 2000<sup>91</sup>,
- Consumer Protection Act<sup>92</sup>,
- Civil Code<sup>93</sup>,
- Private International Law and Procedure Act<sup>94</sup>,
- Personal Data Protection Act<sup>95</sup>,
- Payment Transactions Act<sup>96</sup>,
- Slovenian Accountancy Standards<sup>97</sup>.

---

<sup>89</sup> Zakon o elektronskem poslovanju na trgu – Official Gazette of the Republic of Slovenia, no. 61/2006 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200661&stevilka=2566>

<sup>90</sup> Zakon o elektronskem poslovanju in elektronskem podpisu /ZEPEP/ - Official Gazette of the Republic of Slovenia, no. 57/2000, 30/2001, 25/2004, 73/2004-ZN-C) – see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4284>

<sup>91</sup> Uredba o pogojih za elektronsko poslovanje in elektronsko podpisovanje – Official Gazette of the Republic of Slovenia, no. 77/2000 and 2/2001 – see [http://zakonodaja.gov.si/rpsi/r08/predpis\\_URED1148.html](http://zakonodaja.gov.si/rpsi/r08/predpis_URED1148.html)

<sup>92</sup> Zakon o varstvu potrošnikov – officially consolidated text – Official Gazette of the Republic of Slovenia, no. 98/2004 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4288>

<sup>93</sup> Obligacijski zakonik – Official Gazette of the Republic of Slovenia, no. 83/2001, 32/2004, 28/2006 Odl.US: U-I-300/04-25) – see <http://www.uradni-list.si/1/objava.jsp?urlid=200183&stevilka=4287>

<sup>94</sup> Zakon o mednarodnem zasebnem pravu in postopku – Official Gazette of the Republic of Slovenia, no. 56/1999 – see <http://www.uradni-list.si/1/objava.jsp?urlid=199956&stevilka=2651>

<sup>95</sup> Zakon o varstvu osebnih podatkov /ZVOP-1/ – Official Gazette of the Republic of Slovenia, no. 86/2004 and 113/2005 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200486&stevilka=3836>

<sup>96</sup> Zakon o plačilnem prometu /ZPlaP-UPB2/ - Official Gazette of the Republic of Slovenia, no. 105/2004 and 39/2006 – see <http://www.uradni-list.si/1/objava.jsp?urlid=2004105&stevilka=4459>

<sup>97</sup> Slovenski računovodski standardi – Official Gazette of the Republic of Slovenia, no. 118/2005 (10/2006 - Corr.), 9/2006, 20/2006 – see [http://zakonodaja.gov.si/rpsi/r04/predpis\\_NEZN194.html](http://zakonodaja.gov.si/rpsi/r04/predpis_NEZN194.html)

## ANNEX: SOURCES AND LEGISLATION

- Survey of International Consumer Research Institute "Project Out-of-Court Settlement of Consumer Disputes in the Area of E-Commerce" issued in December 2001<sup>98</sup>
- Alternative Resolution of Consumer Disputes – Institute for Comparative Law, Law Faculty in Ljubljana, 1999<sup>99</sup>
- Program for Consumer Protection in Year 2006 and 2007, as adopted by the Government of the Republic of Slovenia on February 16, 2006<sup>100</sup>
- Report of the Inspectorate for Electronic Communication, Electronic Commerce and Post for year 2005<sup>101</sup>, dated February 15, 2005
- Program for Consumer Protection in Year 2006 and 2007, No. 32300-1/2006-7 dated February 16, 2006<sup>102</sup>
- Constitution of the Republic of Slovenia, Official Gazette of the Republic of Slovenia, no. 33I/1991-I, 42/1997, 66/2000, 24/2003, 69/2004, 69/2004, 69/2004<sup>103</sup>
- Electronic Commerce and Electronic Signature Act /ZEPEP/ - Official Gazette of the Republic of Slovenia, no. 57/2000, 30/2001, 25/2004, 73/2004-ZN-C<sup>104</sup>
- Electronic Commerce and Electronic Signature Act – officially consolidated text – Official Gazette of the Republic of Slovenia, no. 98/2004<sup>105</sup>
- Decree on conditions for electronic commerce and electronic signing– Official Gazette of the Republic of Slovenia, no. 77/2000 and 2/2001<sup>106</sup>

---

<sup>98</sup> Projekt »Izvensodno reševanje potrošniških sporov na področju e-poslovanja«, December 2001, Mednarodni inštitut za potrošniške raziskave, Frankopanska 5, 1000 Ljubljana

<sup>99</sup> Alternativno reševanje potrošniških sporov, Inštitut za primerjalno pravo, Pravna Fakulteta v Ljubljani, 1999

<sup>100</sup> Program Varstva potrošnikov za leti 2006 in 2007, the Government of the Republic of Slovenia, No. 32300-1/2006-7 dated February 16, 2006 – see [http://www.uvp.gov.si/fileadmin/uvp.gov.si/pageuploads/pdf/Program\\_varstva\\_potro\\_nikov\\_2006-2007.pdf#search=%22program%20varstva%20potro%C5%A1nikov%22](http://www.uvp.gov.si/fileadmin/uvp.gov.si/pageuploads/pdf/Program_varstva_potro_nikov_2006-2007.pdf#search=%22program%20varstva%20potro%C5%A1nikov%22)

<sup>101</sup> Poročilo o delu Inšpektorata RS za elektronske komunikacije, elektronsko podpisovanje in pošto za leto 2005, dated February 15, 2005 – see [http://www.mg.gov.si/fileadmin/mg.gov.si/pageuploads/DEK/dek\\_inspektor\\_at\\_porocilo\\_060414.pdf](http://www.mg.gov.si/fileadmin/mg.gov.si/pageuploads/DEK/dek_inspektor_at_porocilo_060414.pdf)

<sup>102</sup> Program Varstva potrošnikov za leti 2006 in 2007, the Government of the Republic of Slovenia, No. 32300-1/2006-7 dated February 16, 2006 – see [http://www.uvp.gov.si/fileadmin/uvp.gov.si/pageuploads/pdf/Program\\_varstva\\_potro\\_nikov\\_2006-2007.pdf#search=%22program%20varstva%20potro%C5%A1nikov%22](http://www.uvp.gov.si/fileadmin/uvp.gov.si/pageuploads/pdf/Program_varstva_potro_nikov_2006-2007.pdf#search=%22program%20varstva%20potro%C5%A1nikov%22)

<sup>103</sup> Ustava Republike Slovenije, Uradni list Republike Slovenije, št. 33I/1991-I, 42/1997, 66/2000, 24/2003, 69/2004, 69/2004, 69/2004 – see [http://zakonodaja.gov.si/rpsi/r01/predpis\\_USTA1.html](http://zakonodaja.gov.si/rpsi/r01/predpis_USTA1.html)

<sup>104</sup> Zakon o elektronskem poslovanju in elektronskem podpisu /ZEPEP/ - Uradni list Republike Slovenije, št. 57/2000, 30/2001, 25/2004, 73/2004-ZN-C – see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4284>

<sup>105</sup> Zakon o elektronskem poslovanju in elektronskem podpisu – uradno prečiščeno besedilo – Uradni list Republike Slovenije, št. 98/2004 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4284>

- Electronic Commerce Act – proposal in second reading at Parliament of the Republic of Slovenia, no. EPA 0805-IV<sup>107</sup>
- Consumer Protection Act – officially consolidated text – Official Gazette of the Republic of Slovenia, no. 98/2004<sup>108</sup>
- Law on amendments to the Consumer Protection Act (ZVPot-A) – Official Gazette of the Republic of Slovenia, no. 110/2002<sup>109</sup>
- Civil Code – Official Gazette of the Republic of Slovenia, no. 83/2001, 32/2004, 28/2006 Odl.US: U-I-300/04-25<sup>110</sup>
- Private International Law and Procedure Act – Official Gazette of the Republic of Slovenia, no. 56/1999<sup>111</sup>
- Civil Procedure Act – Official Gazette of the Republic of Slovenia, no. 26/1999, 83/2002 – Decision of Constitutional Court, 96/2002, 58/2003 – Decision of Constitutional Court, 73/2003 – Decision of Constitutional Court, 2/2004, 2/2004 (10/2004 – Corr.), 69/2005 – decision of Constitutional Court, 90/2005 – decision of Constitutional Court, 43/2006 – decision of Constitutional Court<sup>112</sup>
- Slovenian Accountancy Standards – Official Gazette of the Republic of Slovenia, no. 118/2005 (10/2006 – Corr.), 9/2006, 20/2006<sup>113</sup>
- Value Added Tax Act (officially consolidated text) /ZDDV-UPB4 – Official Gazette of the Republic of Slovenia, no. 21/2006<sup>114</sup>
- Act on Double Pricing in Tolars and Euros – Official Gazette of the Republic of Slovenia, no. 115/05<sup>115</sup>
- Law on Introduction of EUR – working draft. Source: <http://www.gov.si/mf/slov/evro/gradiva.htm><sup>116</sup>

---

<sup>106</sup> Uredba o pogojih za elektronsko poslovanje in elektronsko podpisovanje – Uradni list Republike Slovenije, št. 77/2000 in 2/2001 – see [http://zakonodaja.gov.si/rpsi/r08/predpis\\_URED1148.html](http://zakonodaja.gov.si/rpsi/r08/predpis_URED1148.html)

<sup>107</sup> Zakon o elektronskem poslovanju na trgu – Official Gazette of the Republic of Slovenia, no. 61/2006 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200661&stevilka=2566>

<sup>108</sup> Zakon o varstvu potrošnikov – uradno prečiščeno besedilo – Uradni list Republike Slovenije, št. 98/2004 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4288>

<sup>109</sup> Zakon o spremembah in dopolnitvah Zakona o varstvu potrošnikov (ZVPot-A) – Uradni list Republike Slovenije, št. 110/2002 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200498&stevilka=4288>

<sup>110</sup> Obligacijski zakonik – Uradni list Republike Slovenije, št. 83/2001, 32/2004, 28/2006 Odl.US: U-I-300/04-25 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200183&stevilka=4287>

<sup>111</sup> Zakon o mednarodnem zasebnem pravu in postopku – Uradni list Republike Slovenije, št. 56/1999 – see <http://www.uradni-list.si/1/objava.jsp?urlid=199956&stevilka=2651>

<sup>112</sup> Zakon o pravnem postopku – Uradni list Republike Slovenije, št. 26/1999, 83/2002 – odločba US, 96/2002, 58/2003 – odločba US, 73/2003 – odločba US, 2/2004, 2/2004 (10/2004 – popravek), 69/2005 – odločba US, 90/2005 – odločba US, 43/2006 – odločba US – see [http://zakonodaja.gov.si/rpsi/r02/predpis\\_ZAKO1212.html](http://zakonodaja.gov.si/rpsi/r02/predpis_ZAKO1212.html)

<sup>113</sup> Slovenski računovodski standardi – Uradni list Republike Slovenije, št. 118/2005 (10/2006 – popravek), 9/2006, 20/2006 – see [http://zakonodaja.gov.si/rpsi/r04/predpis\\_NEZN194.html](http://zakonodaja.gov.si/rpsi/r04/predpis_NEZN194.html)

<sup>114</sup> Zakon o davku na dodano vrednost (uradno prečiščeno besedilo) /ZDDV-UPB4/ – Uradni list Republike Slovenije, št. 21/2006 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200621&stevilka=817>

<sup>115</sup> Zakon o dvojnem označevanju cen v tolarjih in v evrih – Uradni list Republike Slovenije, št. 115/05 – see <http://www.uradni-list.si/1/objava.jsp?urlid=2005101&stevilka=4395>

- Payment Transactions Act /ZPlaP-UPB2/ - Official Gazette of the Republic of Slovenia, no. 105/2004 and 39/2006<sup>117</sup>
- Rules on the dual display of prices of goods and services in tolar and in euros with regard to particular types and methods of offering goods and services – Official Gazette of the Republic of Slovenia, no. 20/2006<sup>118</sup>
- Act on Public Use of the Slovene Language– Official Gazette of the Republic of Slovenia, no. 86/2004<sup>119</sup>
- Personal Data Protection Act /ZVOP-1/ – Official Gazette of the Republic of Slovenia, no. 86/2004 and 113/2005<sup>120</sup>
- Decree implementing the Regulation (EC) of the European Parliament and of the Council on cooperation between national authorities responsible for the enforcement of consumer protection laws – Official Gazette of the Republic of Slovenia, no. 118/2005<sup>121</sup>
- Statute of the Hague Conference on Private International Law of October 31, 1951. Notification act was published in Official Gazette of the Republic of Slovenia, no. 24/92<sup>122</sup>
- Convention abolishing the Requirement of Legalization for Foreign Public Documents of October 05, 1961. Notification act was published in Official Gazette of the Republic of Slovenia, no. 24/92<sup>123</sup>
- Convention on Civil Procedures of March 01, 1954. Notification act was published in Official Gazette of the Republic of Slovenia, no. 24/92<sup>124</sup>.
- Convention on International Access to Justice of October 25, 1980. Notification act was published in Official Gazette of the Republic of Slovenia, no. 24/92<sup>125</sup>
- Convention on the taking of evidence abroad in Civil or Commercial Matters of March 18, 1970. Act on ratification is published in Official Gazette of the Republic of Slovenia, no. 76/2000<sup>126</sup>

---

<sup>116</sup> Zakon o uvedbi evra – delovni osnutek. see <http://www.gov.si/mf/slov/evro/gradiva.htm>

<sup>117</sup> Zakon o plačilnem prometu /ZPlaP-UPB2/ - Uradni list Republike Slovenije, št. 105/2004 in 39/2006 – see <http://www.uradni-list.si/1/objava.jsp?urlid=2004105&stevilka=4459>

<sup>118</sup> Pravilnik o načinu dvojnega označevanja cen blaga in storitev v tolarjih in evrih pri posameznih vrstah in načinih ponujanja blaga in storitev – Uradni list Republike Slovenije, št. 20/2006 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200620&stevilka=754>

<sup>119</sup> Zakon o javni rabi slovenščine – Uradni list Republike Slovenije, št. 86/2004 – see <http://www.uradni-list.si/1/objava.jsp?urlid=200486&stevilka=3841>

<sup>120</sup> Zakon o varstvu osebnih podatkov /ZVOP-1/ – Uradni list Republike Slovenije, št. 86/2004 in 113/2005 - see <http://www.uradni-list.si/1/objava.jsp?urlid=200486&stevilka=3836>

<sup>121</sup> Uredba o izvajanju Uredbe Evropskega parlamenta in Sveta (ES) o sodelovanju med nacionalnimi organi, odgovornimi za izvrševanje zakonodaje o varstvu potrošnikov – Official Gazette of the Republic of Slovenia, no. 118/2005 – see <http://www.uradni-list.si/1/objava.jsp?urlid=2005118&stevilka=5188>

<sup>122</sup> Statut Haaške konference o mednarodnem zasebnem pravu. Notifikacija je objavljena v Uradnem listu Republike Slovenije, št. 24/92.

<sup>123</sup> Konvencija o odpravi potrebe legalizacije tujih javnih listin. Notifikacija je objavljena v Uradnem listu Republike Slovenije, št. 24/92.

<sup>124</sup> Konvencija o civilnem sodnem postopku. Notifikacija je objavljena v Uradnem listu Republike Slovenije, št. 24/92.

<sup>125</sup> Konvencija o olajšanju mednarodnega pristopa k sodiščem. Notifikacija je objavljena v Uradnem listu Republike Slovenije, št. 24/92.

<sup>126</sup> Konvencija o pridobivanju dokazov v civilnih ali gospodarskih zadevah v tujini. Akt ratifikacije je objavljen v Uradnem listu Republike Slovenije, št. 76/2000.

- Convention on the service abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters of November 15, 1965. Act on ratification is published in Official Gazette of the Republic of Slovenia, no. 76/2000<sup>127</sup>
- Convention on the Law applicable to Traffic Accidents of May 04, 1971. Notification act was published in Official Gazette of the Republic of Slovenia, no. 24/92<sup>128</sup>
- Convention on the Law applicable to Products Liability of October 02, 1973. Notification act is published in Official Gazette of the Republic of Slovenia, no. 24/92<sup>129</sup>
- Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958. Notification act is published in Official Gazette of the Republic of Slovenia, no. 35/92<sup>130</sup>
- European Convention on International Commercial Arbitration of April 21, 1961. Notification act is published in Official Gazette of the Republic of Slovenia, no. 35/92<sup>131</sup>
- United Nation Convention on Contracts for the International Sales of Goods of April 11, 1980. Notification Act is published in Official Gazette of the Republic of Slovenia, no. 65/93<sup>132</sup>
- Convention on Expiration of Claims in the Field of International Purchase and Sale of Goods of June 13, 1974<sup>133</sup>
- Protocol amending the Convention on Expiration of Claims in the Field of International Purchase and Sale of Goods of April 11, 1980<sup>134</sup>
- European Convention on Information on Foreign Law of June 7, 1968<sup>135</sup>
- Convention on the accession of new Member States to the Convention on the law applicable to contractual obligations and to the Protocol 1 to the Convention on the law applicable to contractual obligations of 19. 12. 1998 and to the Protocol 2 to the Convention on the law applicable to contractual obligations of 19. 12. 1998 - Official Gazette of the Republic of Slovenia, no. 21/2005<sup>136</sup>

---

<sup>127</sup> Konvencija o vročitvi sodnih in zunajsodnih listin v civilnih ali gospodarskih zadevah v tujini. Akt ratifikacije je objavljen v Uradnem listu Republike Slovenije, št. 76/2000.

<sup>128</sup> Konvencija o zakonu, ki velja za prometne nesreče. Notifikacija je objavljena v Uradnem listu Republike Slovenije, št. 24/92.

<sup>129</sup> Konvencija o zakonu, ki se uporablja v primerih odgovornosti proizvajalcev za njihove proizvode. Notifikacija je objavljena v Uradnem listu Republike Slovenije, št. 24/92.

<sup>130</sup> Konvencija o priznanju in izvršitvi tujih sodnih odločb. Notifikacija je objavljena v Uradnem listu Republike Slovenije, št. 35/92.

<sup>131</sup> Evropska konvencija o mednarodni trgovinski arbitraži. Notifikacija je objavljena v Uradnem listu Republike Slovenije, št. 35/92.

<sup>132</sup> Konvencija Združenih narodov o pogodbah o mednarodni prodaji blaga. Notifikacija je objavljena v Uradnem listu Republike Slovenije, št. 65/93.

<sup>133</sup> Konvencija o zastaranju terjatev na področju mednarodnega nakupa in prodaje blaga – Uradni list Republike Slovenije, št. 65/93.

<sup>134</sup> Protokol, ki spreminja konvencijo o zastaranju terjatev na področju mednarodnega nakupa in prodaje blaga.

<sup>135</sup> Zakon o ratifikaciji Evropske konvencije o obvestilih o tujem pravu – Uradni list Republike Slovenije, št. 4/98.

<sup>136</sup> Zakon o ratifikaciji Konvencije o pristopu Češke republike, Republike Estonije, Republike Ciper, Republike Latvije, Republike Litve, Republike Madžarske, Republike Malte, Republike Poljske, Republike Slovenije in Slovaške republike h Konvenciji o uporabi prava v pogodbenih obligacijskih razmerjih, na voljo za podpis 19. junija 1980 v Rimu, ter k Prvemu in Drugemu protokolu o razlagi te konvencije s strani Sodišča /MKKUP/ - Uradni list Republike Slovenije, št. 21/2005.

- Market Inspection of the Republic of Slovenia – <http://www.ti.gov.si/index.php>;<sup>137</sup>
- Inspectorate of the Republic of Slovenia for Culture and Media – <http://www.kultura.gov.si/index.php?id=2790>;<sup>138</sup>
- Traffic Inspectorate of the Republic of Slovenia – <http://www.gov.si/pi-rs/>;<sup>139</sup>
- Agency for Post and Electronic Communications of the Republic of Slovenia – <http://www.apek.si/>;<sup>140</sup>
- Agency of the Republic of Slovenia for Medicines and Medical Devices<sup>141</sup> – <http://www2.gov.si/mz/mz-splet.nsf/f1?OpenFrameSet&Frame=main&Src=/mz/mz-splet.nsf/0/6A4C3562F6E310A4C1256B1E004D1B8F?OpenDocument>
- Ministry for Economics – Office for Consumer protection – <http://www.uvp.gov.si/>.<sup>142</sup>
- <http://www.si-ca.si>
- <http://www.zzzs.si/>
- <http://www.si-tsa.si/dokumenti/SI-TSA-politika-za-casovni-zig-2.pdf>
- <http://www.sigen-ca.si>
- <http://www.sigov-ca.gov.si>
- <http://www.st-tsa.si>
- [www.mvzt.gov.si/fileadmin/mvzt.gov.si/pageuploads/pdf/informacijas\\_druzba/REGISTER\\_OVERITELJEV\\_V\\_RS\\_ver16\\_03.04.2006.pdf](http://www.mvzt.gov.si/fileadmin/mvzt.gov.si/pageuploads/pdf/informacijas_druzba/REGISTER_OVERITELJEV_V_RS_ver16_03.04.2006.pdf)
- <http://www.ca.gov.si>
- <http://www.halcom.si>
- <http://www.nlb.si/acnlb>
- <http://postarca.posta.si>
- <http://www.mvzt.gov.si/index.php?id=249>

---

<sup>137</sup> Tržni inšpektorat Republike Slovenije

<sup>138</sup> Inšpektorat Republike Slovenije za kulturo in medije

<sup>139</sup> Prometni inšpektorat Republike Slovenije

<sup>140</sup> Agencija za pošto in elektronske komunikacije Republike Slovenije

<sup>141</sup> Agencija Republike Slovenije za zdravila in medicinske pripomočke

<sup>142</sup> Ministrstvo za gospodarstvo – Urad Republike Slovenije za varstvo potrošnikov