

Presidency of the Republic
Chief of Staff
Sub-Office for Legal Affairs

LAW No. 8078, OF SEPTEMBER 11, 1990.

[Term](#)

[Veto Message](#)

[Regulation](#)

[Regulation](#)

[Regulation](#)

[\(See Decree No. 2181, of 1997\)](#)

Provides for consumer protection, among other provisions.

[\(See Law No. 13,425, of 2017\)](#) [\(Term\)](#)

[\(See Decree No. 11,034, of 2022\)](#) [\(Term\)](#)

[Regulation](#) [Term](#)

THE PRESIDENT OF THE REPUBLIC makes it known that the National Congress decrees and I sanction the following law:

TITLE I
The Consumer Rights

CHAPTER I
General Provisions

Art. 1. This code sets out rules for consumer protection and defense, which are a public policy of social interest, as provided for under Articles 5, XXXII, 170, V, of the Federal Constitution, and Article 48 of the Temporary Provisions thereof.

Art. 2. A consumer shall mean any individual or legal entity that acquires or uses any product or service as a final recipient.

Sole Paragraph. Any group of individuals, even if indeterminable, who have intervened in consumer relations shall be equivalent to a consumer.

Art. 3. A supplier shall mean any individual or legal entity, whether public or private, national or foreign, as well as unincorporated entities, which engage in activities of production, assembly, creation, construction, transformation, import, export, distribution or commercialization of products or the performance of services.

Paragraph 1. A Product shall mean any asset, whether tangible or intangible, real or personal property.

Paragraph 2. A service shall mean any activity provided in the consumer market, for remuneration, including those of a banking, financial, credit and insurance nature, except for those arising from labor relations.

CHAPTER II
The National Policy on Consumer Relations

Art. 4. The National Policy on Consumer Relations aims to meet the needs of consumers, respect their dignity, health and safety, protect their economic interests, improve their quality of life, as well as ensure transparency and harmony of consumer relations, in compliance with the following principles: [\(Wording provided by Law No. 9008, of March 21, 1995\)](#)

I – the recognition of the consumer’s vulnerability in the consumer market;

II – government actions aimed at effectively protecting the consumer:

a) through direct initiatives;

b) by encouraging the creation and development of representative associations;

c) through the Government presence in the consumer market;

d) by ensuring that products and services meet adequate standards of quality, safety, durability and performance.

III – the harmonization of the interests of those who participate in consumer relations, and making consumer protection consistent with the need for economic and technological development, in order to make sure the underlying principles of the economic order are respected (pursuant to Article 170 of the Federal Constitution), always based on good faith and balance in the relations between consumers and suppliers;

IV – education and information for suppliers and consumers, regarding their rights and duties, with a view to improving the consumer market;

V – encouragement for suppliers to create efficient means of quality and safety control for products and services, as well as alternative conflict resolution mechanisms in matters involving consumer relations;

VI – efficient prevention and repression of all abuses committed in the consumer market relations, including unfair competition and the misuse of industrial inventions and creations of trademarks, trade names and distinctive signs, which may cause harm to consumers;

VII – the rationalization and improvement of public services;

VIII – constant studies of changes in the consumer market.

IX – the promotion of actions directed at the financial and environmental education of consumers; [\(Included by Law No. 14,181, of 2021\)](#)

X – the prevention and addressing of over-indebtedness as a way to avoid the social exclusion of consumers. [\(Included by Law No. 14,181, of 2021\)](#)

Art. 5. For the implementation of the National Policy on Consumer Relations, the government authorities shall rely on the following instruments, among others:

I – making full and free legal assistance available for low-income consumers;

II – establishing Consumer Defense Prosecution Services, within the scope of the Public Prosecution Service;

III – creating police stations specialized in assisting consumers who are victims of consumer-related criminal offenses;

IV – creating Small Claims Courts and Specialized Courts for the resolution of consumer disputes;

V – granting incentives for the creation and development of Consumer Defense Associations.

VI – establishing mechanisms for the prevention and treatment, in and out of court, of over-indebtedness, and for the protection of individual consumers; [\(Included by Law No. 14,181, of 2021\)](#)

VII – establishing conciliation and mediation centers for any conflicts arising from over-indebtedness. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 1. (Vetoed).

Paragraph 2. (Vetoed).

CHAPTER III The Basic Consumer Rights

Art. 6. The following are basic consumer rights:

I – protection of life, health and safety against the risks arising from any practices in the provision of products and services deemed hazardous or harmful;

II – education and dissemination regarding the proper consumption of products and services, ensuring freedom of choice and equality in contracting;

III – adequate and clear information concerning different products and services, with proper specification of quantity, characteristics, composition, quality, taxes levied, and price, as well as the risks they pose; [\(Wording provided by Law No. 12,741, of 2012\)](#) [Term](#)

IV – protection against misleading and abusive advertising, coercive or unfair commercial methods, as well as against abusive or imposed practices and clauses in the provision of products and services;

V – amendment of contractual clauses that establish any disproportionate benefits or the review thereof due to any subsequent facts that make them excessively burdensome;

VI – effective prevention of harm and the compensatory property and moral damages, whether individual, collective or diffuse;

VII – access to judicial and administrative bodies with a view to preventing harm or seeking compensatory property and moral damages, whether individual, collective or diffuse, ensuring legal, administrative and technical protection for those in need;

VIII – facilitation of the defense of their rights, including the shifting of the burden of proof in their favor in any civil action, when the judge finds that the allegation holds truth, or when they are in a weaker position, according to ordinary rules of experience;

IX - (Vetoed);

X – the proper and effective performance of public services in general.

XI – preserving the minimum level of subsistence, as set forth under the regulations, through the review and renegotiation of the debt, among other measures; [\(Included by Law No. 14,181, of 2021\)](#)

XII – the preservation of the minimum subsistence level, as set forth under the regulations, in the renegotiation of debts and granting of credits; [\(Included by Law No. 14,181, of 2021\)](#)

XIII – any information regarding the prices of products per unit of measurement, such as per kilogram, per liter, per meter, or per any other unit, as applicable. [\(Included by Law No. 14,181, of 2021\)](#)

Sole Paragraph. The information referred to in item III of the **head provision** of this Article shall be accessible to any person with disabilities, subject to the regulatory provisions. [\(Included by Law No. 13,146, of 2015\)](#) [\(Term\)](#)

Art. 7. The rights provided for under this code shall not exclude any other rights arising from international treaties or conventions to which Brazil is a signatory, ordinary internal legislation, regulations issued by the relevant administrative authorities, as well as those stemming from the general principles of law, analogy, morals and equity.

Sole Paragraph. In case of multiple perpetrators of the offense, all of them shall be jointly and severally liable for redressing the damage provided for in the consumer standards.

CHAPTER IV

The Quality of Products and Services, Prevention of Harm and Compensatory Damages

SECTION I

Health and Safety Protection

Art. 8. Any products and services placed on the consumer market shall not entail any risks to the health or safety of consumers, except for those considered regular and predictable as a result of their nature and use, with suppliers being required, in any case, to provide the necessary and appropriate information concerning such products or services.

Paragraph 1. In the case of any industrial product, the manufacturer shall be responsible for providing the information referred to in this Article, through appropriate printed materials that must accompany the product. [\(Wording provided by Law No. 13,486, of 2017\)](#)

Paragraph 2. The supplier shall sanitize the equipment and utensils used in the provision of products or services, or made available to the consumer, and inform, in an overt and appropriate manner, when applicable, about any risk of contamination. [\(Included by Law No. 13,486, of 2017\)](#)

Art. 9. Any supplier of products and services that are potentially harmful or hazardous to health or safety shall inform, in an overt and adequate manner, about their harmfulness or dangerousness, without prejudice to the adoption of any other appropriate measures in each specific case.

Art. 10. The supplier shall not place on the consumer market any product or service that they know or should know presents a high level of harmfulness or dangerousness to health or safety.

Paragraph 1. Any supplier of products and services that, after their introduction into the consumer market, becomes aware of the danger they present, shall immediately inform the relevant authorities and consumers, by means of advertisements.

Paragraph 2. The advertisements referred to in the previous paragraph shall be disseminated in the press, radio and television, at the expense of the supplier of the product or service.

Paragraph 3 - Whenever they become aware of the harmfulness of products or services to the health or safety of consumers, the Federal Government, the States, the Federal District and the Municipalities shall inform them accordingly.

Art. 11. (Vetoed).

SECTION II Service and Product Liability

Art. 12. Any manufacturer, producer, builder, whether national or foreign, and importer shall be liable, regardless of fault, for redressing any damage caused to consumers due to defects arising from the design, manufacture, construction, assembly, formulas, handling, presentation or packaging of their products, as well as for any insufficient or inadequate information concerning the use and risks thereof.

Paragraph 1. A product shall be considered defective when it fails to provide the safety that is legitimately expected from it, taking into account the relevant circumstances, including:

- I – product presentation;
- II – the use and risks that are reasonably expected from it;
- III - the date when it was placed in circulation.

Paragraph 2. A product must not be considered defective simply because a better-quality product has been placed on the market.

Paragraph 3. Any manufacturer, builder, producer or importer shall only be exempt from liability when they prove:

- I – that they did not place the product on the market;
- II – that, although they have placed the product on the market, the defect does not exist;
- III – the exclusive fault of the consumer or of any third party.

Art. 13. The seller shall be equally liable, as set forth in the preceding Article, where:

- I – the manufacturer, builder, producer or importer cannot be identified;
- II – the product is supplied without clear identification of its manufacturer, producer, builder or importer;
- III – they fail to properly preserve perishable products.

Sole Paragraph. Anyone who makes payment to the injured party may be entitled to their right of recourse against the other liable parties, to the extent of their participation in causing the harmful event.

Art. 14. The service provider shall be liable, regardless of fault, for compensating for any damage caused to consumers due to defects related to the service performance, as well as any insufficient or inadequate information regarding the use and risks thereof.

Paragraph 1. A service shall be defective when it fails to provide the safety level expected by the consumers, taking into account the relevant circumstances, including:

I – the way it was performed;

II – the result and the risks reasonably expected from it;

III – the date when it was performed.

Paragraph 2. A service shall not be considered defective simply because new techniques have been adopted.

Paragraph 3. The service provider shall only be exempt from liability when they prove:

I – that, despite having provided the service, the defect does not exist;

II – the sole fault of the consumer or any third party.

Paragraph 4. The personal liability of self-employed professionals shall be assessed based on the verification of fault.

Art. 15. (Vetoed).

Art. 16. (Vetoed).

Art. 17. For the purposes of this Section, all victims of the event shall be treated as consumers.

SECTION III Liability for Defective Products and Services

Art. 18. Suppliers of durable or non-durable consumer products shall be jointly and severally liable for quality or quantity defects that render the products unfit or inappropriate for their intended consumption, or diminish their value, as well as for any defects resulting from discrepancies with the indications on the container, packaging, labeling or advertising message, respecting the variations inherent to their nature, and the consumer may demand the replacement of any defective parts.

Paragraph 1. If the defect is not remedied within no later than thirty days, the consumer may alternatively demand, at their choice:

I – the replacement of the product with another of the same kind, in perfect conditions for use;

II – an immediate refund of the amount paid, adjusted for inflation, without prejudice to any losses and damages;

III – a proportional reduction in the price.

Paragraph 2. The parties may agree to reduce or extend the period set forth in the previous Paragraph, which shall not be less than seven or exceed one hundred and eighty days. In adhesion contracts, the term clause shall be agreed upon separately, by means of an express statement by the consumer.

Paragraph 3. The consumer may immediately use the alternatives set out in Paragraph 1 of this Article whenever, due to the extent of the defect, the replacement of the defective parts may compromise the quality or characteristics of the product, decrease its value, or if it is an essential product.

Paragraph 4. If the consumer opts for the alternative in item I of Paragraph 1 of this Article, and it is not possible to replace the product, there may be replacement with another of a different kind, brand or model, with any price difference being supplemented or refunded, without prejudice to the provisions of items II and III of Paragraph 1 of this Article.

Paragraph 5. If supplying perishable products, the immediate supplier shall be liable to the consumer, except when their producer is clearly identified.

Paragraph 6. The following are unfit for use and consumption:

I – any products whose expiration dates have passed;

II – any products that are deteriorated, altered, tampered with, damaged, counterfeit, corrupted, defrauded, harmful to life or health, dangerous, or even those that fail to comply with the regulatory standards for manufacturing, distribution or presentation;

III – any products that, for any reason, are found to be inadequate for their intended purpose.

Art. 19. Suppliers shall be jointly and severally liable for any quantity defects in the product whenever, respecting variations inherent to its nature, its net content is less than what is indicated on the container, packaging, labeling or advertising message, and the consumer may alternatively demand, at their choice:

I – a proportional reduction in the price;

II – the supplementation of the weight or measure;

III – the replacement of the product with another of the same kind, brand or model, without the aforementioned defects;

IV – an immediate refund of the amount paid, adjusted for inflation, without prejudice to any losses and damages.

Paragraph 1. The provisions of Paragraph 4 of the previous Article shall be applicable to this Article.

Paragraph 2. The immediate supplier shall be responsible when the instrument used for weighing or measuring is not calibrated according to official standards.

Art. 20. The service provider shall be liable for any quality defects that render the services unfit for consumption or diminish their value, as well as for those resulting from discrepancies with the indications in the offer or advertising message, and the consumer may alternatively demand, at their choice:

I – the re-performance of the services, at no additional cost, whenever applicable;

II – an immediate refund of the amount paid, adjusted for inflation, without prejudice to any losses and damages;

III – a proportional reduction in the price.

Paragraph 1. The re-performance of the services may be entrusted to duly qualified third parties, at the supplier's expense and risk.

Paragraph 2. Unfit services shall mean any services that are found to be unsuitable for the purposes reasonably expected of them, as well as those that fail to meet the regulatory performance standards.

Art. 21. In the performance of services aimed at repairing any product, there shall be an implicit obligation for suppliers to use suitable and new original replacement components, or maintaining the manufacturer's technical specifications, unless otherwise authorized by the consumer when it comes to the latter.

Art. 22. Public agencies, on their own or through their companies, concessionaires, permittees, or any other form of enterprise, shall be required to provide products that are adequate, efficient, safe and, with respect to essential services, continuous.

Sole Paragraph. In case of failure to comply, in whole or in part, with the obligations referred to in this Article, the legal entities shall be compelled to meet them and compensate for any damage caused, as provided for herein.

Art. 23. The supplier's lack of knowledge regarding quality defects due to the inadequacy of products and services shall not exempt them from responsibility.

Art. 24. The legal warranty of suitability of the product or service shall not require any express statement, the supplier's disclaimer being prohibited.

Art. 25. It is forbidden to stipulate a contractual clause that makes it impossible, exempts or mitigates the obligation to indemnify as provided for in this and the previous sections.

Paragraph 1. If there are multiple damage perpetrators, all of them shall be jointly and severally liable for the compensation provided for in this and the previous sections.

Paragraph 2. If the damage is caused by any component or part incorporated into the product or service, the manufacturer, builder or importer of that component or part, as well as the party that incorporated it, shall be jointly and severally liable.

SECTION IV Peremption and Limitation

Art. 26. The right to claim for any apparent or easily noticeable defects shall be barred by peremption:

I – in thirty days, for non-durable products and services;

II – in ninety days, for durable products and services.

Paragraph 1. The peremption period shall begin from the actual delivery of the product or the completion of the services.

Paragraph 2. The following shall prevent peremption to occur:

I – a complaint proven to have been made by the consumer to the supplier of products and services up to the relevant negative response, which shall be unequivocally communicated;

II – (Vetoed).

III – the initiation of a civil investigation, until closing thereof.

Paragraph 3. In the case of any hidden defect, the peremption period shall begin at the moment the defect becomes evident.

Art. 27. The statute of limitations is five years regarding the action for damages arising from product or service liability as provided for in Section II of this Chapter, starting from the date the damage and the perpetrator thereof become known.

Sole Paragraph. (Vetoed).

SECTION V Piercing of the Corporate Veil

Art. 28. The judge may pierce the corporate veil of any company when, to the detriment of the consumer, there is any abuse of right, excessive power, violation of the law, unlawful fact or wrongdoing, or violation of the bylaws or articles of association. The piercing of the corporate veil will also take place in cases of bankruptcy, insolvency, dissolution, or inactivity of the legal entity caused by mismanagement.

Paragraph 1. (Vetoed).

Paragraph 2. The companies that are part of any corporate groups and controlled companies shall be secondarily liable for the obligations arising from this code.

Paragraph 3. Consortium companies shall be jointly and severally liable for the obligations arising from this code.

Paragraph 4. Affiliated companies shall only be liable in case of fault.

Paragraph 5. The piercing of the corporate veil shall also occur whenever the company's corporate status is, in any way, an obstacle to the compensation of losses caused to consumers.

CHAPTER V Business Practices

SECTION I General Provisions

Art. 29. For the purposes of this Chapter and the following Chapter, all identifiable or non-identifiable persons exposed to the practices provided for herein shall be equated to consumers.

SECTION II Supply

Art. 30. All information or advertising, sufficiently accurate, conveyed by any form or means of communication in relation to offered or displayed products and services, shall be binding upon the supplier disseminating or using it, and shall be part of the contract to be entered into.

Art. 31. The offer and presentation of products or services shall convey accurate, clear, precise, overt information in Portuguese regarding their characteristics, qualities, quantity, composition, price, warranty, expiration dates and origin, among other details, as well as concerning the risks they pose to the health and safety of consumers.

Sole Paragraph - The information referred to in this Article, concerning any refrigerated products offered to consumers, shall be indelibly engraved. [\(Included by Law No. 11,989, of 2009\)](#)

Art. 32. Manufacturers and importers shall ensure the supply of components and spare parts as long as the manufacturing or import of the product has not ceased.

Sole Paragraph. Once production or importation has ceased, the supply must be kept for a reasonable period, in accordance with the law.

Art. 33. In the case of any offer or sale by telephone or mail order, the manufacturer's name and address shall appear on the packaging, advertising, and all printed materials used in the business transaction.

Sole Paragraph. It is forbidden to advertise goods and services by telephone if the call incurs any cost to the consumer who has called. [\(Included by Law No. 11,800 of 2008\)](#).

Art. 34. The supplier of the product or service shall be jointly and severally liable for any actions by their agents or independent representatives.

Art. 35. If the supplier of products or services refuses to meet the offer, presentation or advertising, the consumer may opt, at their own free choice, to:

I – demand the forced fulfillment of the obligation, as set out in the offer, presentation or advertising;

II – accept any other equivalent product or service;

III – terminate the contract, with the right to a refund of any amount paid in advance, adjusted for inflation, and to losses and damages.

SECTION III Advertising

Art. 36. Advertising shall be conveyed in a way that the consumer can easily and immediately identify it as such

Sole Paragraph. When advertising their products or services, the supplier shall retain, for the information of legitimate interested parties, any factual, technical and scientific data supporting the message.

Art. 37. Any misleading or abusive advertising shall be prohibited.

Paragraph 1. Any type of advertising information or communication that is wholly or partially false, or otherwise capable, even by omission, of misleading the consumer regarding the nature, characteristics, quality, quantity, properties, origin, price, and any other details about products and services shall be considered misleading.

Paragraph 2. Discriminatory advertising of any nature that stimulates violence, exploits fear or superstition, takes advantage of a child's lack of judgment and experience, disrespects environmental values, or may lead the consumer to behave in a way that is harmful or dangerous to their health or safety shall be considered abusive, among others.

Paragraph 3. For the purposes of this code, advertising shall be considered misleading by omission when it fails to inform about any essential detail of the product or service.

Paragraph 4. (Vetoed).

Art. 38. The burden of proof concerning the truthfulness and accuracy of advertising communication or information shall be incumbent upon those who sponsor it.

SECTION IV Abusive Practices

Art. 39. It is forbidden for the supplier of products or services, among other abusive practices, to: [\(Wording provided by Law No. 8884, of June 6, 1994\)](#)

I – condition the supply of any product or service on the supply of any other product or service, as well as, without cause, impose quantitative limits;

II – refuse to meet consumer demands, to the exact extent of their available stock, and in accordance with customary practices;

III – send or deliver to the consumer, without prior request, any product or service;

IV – take advantage of the consumer's weakness or lack of knowledge, considering their age, health, knowledge or social condition, to impose their products or services;

V – demand any clearly excessive advantage from the consumer;

VI – perform services without the prior preparation of a quotation and express authorization from the consumer, except for those arising from previous practices between the parties;

VII – passing on derogatory information, referring to any act carried out by the consumer while exercising their rights;

VIII – place in the consumer market any product or service that fails to comply with the standards issued by the relevant official authorities or, if specific standards do not exist, by the Brazilian Association of Technical Standards (*Associação Brasileira de Normas Técnicas – ABNT*), or any other entity accredited by the National Council of Metrology, Standardization and Industrial Quality (Conmetro);

IX – refuse to sell goods or perform services, directly to those willing to purchase them upon prompt payment, except in cases of intermediation governed by special laws; [\(Wording provided by Law No. 8884, of June 11, 1994\)](#)

X – raise the price of products or services without cause. [\(Included by Law No. 8884, of June 11, 1994\)](#)

XI – Provision included by [Provisional Presidential Decree \(MPV\) No. 1890-67, dated October 22, 1999](#), turned into item XIII, when converted into [Law No. 9870, of November 23, 1999](#)

XII – fail to stipulate a deadline for the fulfillment of their obligation, or leave the setting of its starting point to their sole discretion. [\(Included by Law No. 9008, of March 21, 1995\)](#)

XIII – apply any adjustment index or formula other than that statutorily or contractually established. [\(Included by Law No. 9870, of November 23, 1999\)](#)

XIV – allow entry into commercial or service establishments of a greater number of consumers than the maximum capacity set out by the administrative authority. [\(Included by Law No. 13,425, of 2017\)](#)

Sole Paragraph. Any services performed or products sent or delivered to the consumer, in the event provided for in item III, shall be equivalent to free samples, and there will be no obligation to pay for them.

Art. 40. The service provider shall be required to provide the consumer with a preliminary quotation detailing the cost of labor, materials, and equipment to be used, the payment terms, as well as the service start and end dates.

Paragraph 1. Unless otherwise stipulated, the values established in the quotation shall be valid for a period of ten days, as from receipt thereof by the consumer.

Paragraph 2. Once approved by the consumer, the quotation shall be binding on the contracting parties, and can only be amended upon free negotiation by and between the parties.

Paragraph 3. The consumer shall not be responsible for any costs or increases arising from the engagement of third-party services not provided for in the preliminary quotation.

Art. 41. In the event of supply of any products or services subject to the price control or regulation, suppliers shall comply with official limits, failing which they will be liable for the refund of any excess amounts received, adjusted for inflation, and the consumers may demand, at their choice, the cancellation of the transaction, without prejudice to any other applicable penalties.

SECTION V Debt Collection

Art. 42. With respect to debt collection, the defaulting consumer shall not be exposed to ridicule, or subjected to any type of embarrassment or threat.

Sole Paragraph. Consumers charged any undue amount shall be entitled to the recovery of the undue payment, for an amount equal to twice what they have paid in excess, plus adjustment for inflation and legal interest, except in the event of justifiable error.

Art. 42-A. All debt collection documents presented to consumers shall include the name, address and the Individual Taxpayer Registry (CPF) or the National Corporate Taxpayer Registry (CNPJ) of the supplier of the relevant product or service. [\(Included by Law No. 12,039, of 2009\)](#)

SECTION VI Consumer Databases and Records

Art. 43. Without prejudice to the provisions of Article 86, consumers will have access to any information existing in records, forms, registrations and personal and consumption data filed about them, as well as the relevant sources thereof.

Paragraph 1. Consumer records and data must be straightforward, clear, truthful and in easy-to-understand language, and shall not contain any negative information referring to periods exceeding five years.

Paragraph 2. The opening of any record, form, registration and personal and consumption data shall be communicated in writing to consumers, when not requested by them.

Paragraph 3. Whenever consumers find any inaccuracy in their data or records, they may demand the immediate correction thereof, and the record keeper shall, within five business days, communicate the change to any recipients of the inaccurate information.

Paragraph 4. Any databases and records relating to consumers, credit protection services and the like shall be considered public entities.

Paragraph 5. Once the collection of consumer debts is time-barred under the statute of limitations, the relevant Credit Protection Systems shall not provide any information that may prevent or hinder further access to credit from suppliers.

Paragraph 6. All information referred to in the head provision of this Article shall be made available in accessible formats, including for people with disabilities, upon request by the consumer. ([Included by Law No. 13,146, of 2015](#)) ([Term](#))

Art. 44. Public consumer protection agencies shall keep updated records of substantiated complaints against suppliers of products and services, and shall publicly disclose this information on an annual basis. The disclosure will indicate whether or not the complaint has been resolved by the supplier.

Paragraph 1. Access to the information contained therein shall be allowed for guidance and consultation by any interested party.

Paragraph 2. The same rules set forth in the previous Article and those of the Sole Paragraph of Article 22 of this code shall apply to this Article, as applicable.

Art. 45. (Vetoed).

CHAPTER VI Contractual Protection

SECTION I General Provisions

Art. 46. Contracts that regulate consumer relations shall not be binding upon consumers if they are not given the opportunity to review the content thereof in advance, or if these contracts are drafted in a way that makes it difficult to understand their meaning and scope.

Art. 47. Contractual clauses shall be interpreted in the most favorable manner to consumers.

Art. 48. Any declarations of intent contained in private documents, receipts and pre-contracts concerning consumer relations shall be binding upon the supplier, allowing for specific performance, as set forth in Article 84 and its Paragraphs.

Art. 49. The consumer may withdraw from the contract, within 7 days as from execution thereof, or from the act of receiving the product or service, whenever the contracting for the supply of products and services occurs outside the commercial premises, especially by telephone or at home.

Sole Paragraph. If the consumer exercises the right of withdrawal as provided for in this Article, any amounts paid, in any capacity, during the cooling off period, will be immediately refunded, adjusted for inflation.

Art. 50. The contractual warranty shall supplement the legal warranty, and will be provided in writing.

Sole Paragraph. The warranty document or any equivalent thereto shall be standardized and adequately clarify what the warranty consists of, as well as the manner, duration and place in which it can be exercised, and any charges borne by the consumers, and shall be delivered to them, duly completed by the supplier, at the time of supply, accompanied by a manual of instructions, installation and use of the product in didactic language, with illustrations.

SECTION II Abusive Clauses

Art. 51. Contractual clauses will be null and void, among others, if they relate to the supply of products and services, and:

I – prevent, exempt or mitigate the supplier’s liability for defects of any nature in products and services, or imply a waiver or disposition of rights. In any consumer relations between the supplier and corporate consumers, the indemnity may be limited, in justifiable situations;

II – deprive the consumer of the option for a refund of the amount paid, in the cases provided for in this code;

III – transfer responsibilities to third parties;

IV – establish any obligations considered unfair, abusive, that may place the consumer in an exaggeratedly disadvantageous situation, or that are inconsistent with good faith or equity;

V – (Vetoed);

VI – transfer the burden of proof to the consumer;

VII – determine the compulsory use of arbitration;

VIII – impose a representative to conclude or carry out any other legal transaction on behalf of the consumer;

IX – give the supplier the option of concluding the contract or not, while still binding the consumers to their obligations;

X – allow the supplier, whether directly or indirectly, to make unilateral price variations;

XI – authorize the supplier to cancel the contract unilaterally, without the same rights being conferred on the consumers;

XII – force the consumers to reimburse any costs incurred for the collection of the debt, without the same right being conferred on them against the supplier;

XIII – authorize the supplier to unilaterally amend the content or quality of the contract, after execution thereof;

XIV – breach or enable the violation of any environmental standards;

XV – fail to comply with the consumer protection system;

XVI – allow the waiver of the right to compensation for necessary improvements.

XVII – condition or limit in any way access to the Judiciary; [\(Included by Law No. 14,181, of 2021\)](#)

XVIII – establish grace periods in case of delay in monthly installments, or prevent full restoration of the consumer rights and their means of payment from the moment the default is cured or an agreement is reached with creditors; [\(Included by Law No. 14,181, of 2021\)](#)

XIX – (VETOED). [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 1. Among other cases, any advantage is presumed to be excessive if:

I – it violates the fundamental principles of the legal system to which it belongs;

II – it restricts any fundamental rights or obligations inherent to the nature of the contract, in a way that threatens its contractual balance or purpose;

III – it is excessively burdensome for the consumer, considering the nature and content of the contract, the interest of the parties, and any other circumstances peculiar to the case.

Paragraph 2. The nullity of any abusive contractual clause shall not invalidate the contract, except when the absence thereof, despite efforts towards integration, results in an excessive burden on either party.

Paragraph 3. (Vetoed).

Paragraph 4. Any consumer or entity representing them may request the Public Prosecution Service to file the relevant action to declare the nullity of a contractual clause that contravenes the provisions of this code, or otherwise fails to ensure the fair balance between the rights and obligations of the parties.

Art. 52. In the supply of products or services involving the granting of credit or financing to the consumer, the supplier shall, among other requirements, adequately inform the consumer, in advance, of the following:

I – the price of the product or service in national currency;

II – the amount of interest on arrears and the effective annual interest rate;

III – any additional costs set forth by law;

IV – the number and frequency of installments;

V – the total amount to be paid, with and without financing.

Paragraph 1. Any late payment fines resulting from the failure to timely comply with obligations shall not exceed two percent of the installment value. [\(Wording provided by Law No. 9298, of August 1, 1996\)](#)

Paragraph 2. The consumer is assured the right to early liquidation of the debt, in whole or in part, with a proportional reduction in interest and any other charges.

Paragraph 3. (Vetoed).

Art. 53. In contracts for the purchase and sale of personal or real estate property upon payment in installments, as well as in secured fiduciary sales, any clauses shall be deemed null and void if they establish the total forfeiture of the installments paid in favor of the creditor that, due to default, seeks the termination of the contract and the recovery of the product sold.

Paragraph 1. (Vetoed).

Paragraph 2. In durable goods consortium contracts, any losses that the withdrawing or defaulting party causes to the group, in addition to any economic advantage obtained from the use thereof, shall be deducted from the offset amount or refund of the installments paid, pursuant to this Article.

Paragraph 3. The contracts referred to in the head provision of this Article shall be expressed in national currency.

SECTION III Adhesion Contracts

Art. 54. An adhesion contract shall mean the contract whose clauses have been approved by the relevant authority or unilaterally established by the supplier of products or services, without the consumer being able to discuss or substantially modify the content thereof.

Paragraph 1. The insertion of any clause in the form shall not change the adhesion nature of the contract.

Paragraph 2. Adhesion contracts may have a termination clause, provided the alternative is at the consumer's discretion, except for the provisions of Paragraph 2 of the previous Article.

Paragraph 3. Written adhesion contracts shall be drafted in clear terms and with conspicuous and legible characters, with a font size not smaller than twelve, so as to facilitate understanding thereof by the consumer. [\(Wording provided by No. 11,785, of 2008\)](#)

Paragraph 4. Any clauses implying limitation of the consumer's right shall be highlighted, allowing for immediate and easy understanding thereof.

Paragraph 5. (Vetoed)

CHAPTER VI-A PREVENTING AND HANDLING OVER-INDEBTEDNESS [\(Included by Law No. 14,181, of 2021\)](#)

Art. 54-A. This Chapter addresses the prevention of over-indebtedness of individuals, responsible credit, and financial education for consumers. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 1. Over-indebtedness shall mean the clear impossibility for an individual consumer, in good faith, to pay the totality of their consumer debts, both payable and due, without compromising their minimum level of subsistence, as set forth under the regulations. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 2. The debts referred to in Paragraph 1 of this Article shall cover any financial commitments undertaken as a result of a consumer relationship, including credit operations, installment purchases, and ongoing services. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 3. The provisions of this Chapter shall not be applicable to consumers whose debts have been incurred through fraud or bad faith, arise from contracts executed with the intent of not making payment, or from the purchase or contracting of high-value luxury products and services. [\(Included by Law No. 14,181, of 2021\)](#)

Art. 54-B In providing credit and in installment sales, in addition to the mandatory information provided for in Article 52 of this Code and in the applicable legislation, the supplier or intermediary shall adequately inform the consumer, in advance, at the time of the offer, of the following: [\(Included by Law No. 14,181, of 2021\)](#)

I – the total effective cost and a description of the elements comprising it; [\(Included by Law No. 14,181, of 2021\)](#)

II – the effective monthly interest rate, as well as the late payment interest rate and the total charges, of any nature, provided for in case of delay in payment; [\(Included by Law No. 14,181, of 2021\)](#)

III – the amount of the installments and the validity period of the offer, which must be at least two (2) days; [\(Included by Law No. 14,181, of 2021\)](#)

IV – the name and address, including the e-mail, of the supplier; [\(Included by Law No. 14,181, of 2021\)](#)

V – the consumer’s right to early and cost-free liquidation of the debt, pursuant to Paragraph 2 of Article 52 of this Code and the current regulations. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 1. The information referred to in Article 52 of this Code and in the head provision of this Article shall be clearly and briefly stated in the contract, in the invoice or in a separate document, easily accessible to the consume. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 2. For the purposes of this Code, the total effective cost of the consumer credit transaction shall consist of an annual percentage rate, and shall comprise all amounts charged to the consumer, without prejudice to the calculation standardized by the regulatory authority of the financial system. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 3. Without prejudice to the provisions of Article 37 of this Code, the offer of credit to the consumer and the installment sale offer, or the monthly invoice, as applicable, shall indicate, at least, the total effective cost, the financing agent and the total amount to be paid, with and without financing. [\(Included by Law No. 14,181, of 2021\)](#)

Art. 54-C. The following is prohibited, whether expressly or implicitly, in the offer of credit to consumers, whether for advertising or not: [\(Included by Law No. 14,181, of 2021\)](#)

I – (VETOED); [\(Included by Law No. 14,181, of 2021\)](#)

II – indicating that the credit transaction may be completed without consulting credit protection services, or without assessing the consumer’s financial situation; [\(Included by Law No. 14,181, of 2021\)](#)

III – concealing or hindering the understanding of the burdens and risks of contracting credit or installment sales; [\(Included by Law No. 14,181, of 2021\)](#)

IV – harassing or pressuring the consumer to contract the supply of a product, service or credit, especially if the consumer is elderly, illiterate, sick, in a state of aggravated vulnerability, or if the contract involves any prize; [\(Included by Law No. 14,181, of 2021\)](#)

V – conditioning the fulfillment of consumer claims or the initiation of negotiations on the waiver or withdrawal of lawsuits, the payment of attorneys’ fees, or deposits in court. [\(Included by Law No. 14,181, of 2021\)](#)

Sole Paragraph. (VETOED). [\(Included by Law No. 14,181, of 2021\)](#)

Art. 54-D. In the offer of credit, prior to contracting, the supplier or intermediary shall, among other actions: [\(Included by Law No. 14,181, of 2021\)](#)

I – inform and adequately clarify to the consumer, considering their age, the nature and modality of the credit offered, all associated costs, subject the provisions of Articles 52 and 54-B of this Code, and the generic and specific consequences of default; [\(Included by Law No. 14,181, of 2021\)](#)

II – responsibly assess the consumer’s credit conditions, by analyzing the information available in credit protection databases, subject to the provisions of this Code and data protection laws; [\(Included by Law No. 14,181, of 2021\)](#)

III – inform the identity of the financing agent, and provide the consumer, the guarantor, and any other co-obligors with a copy of the credit agreement. [\(Included by Law No. 14,181, of 2021\)](#)

Sole Paragraph. Failure to comply with any of the duties provided for in the head provision of this Article and in Articles 52 and 54-C of this Code may lead to a reduction, by a relevant court, of interest, charges or any increase to the principal amount and the extension of the payment term provided for in the original contract, depending on the severity of the supplier's conduct and the consumer's financial possibilities, without prejudice to any other penalties and compensation for pecuniary or moral losses and damages, to the consumer. [\(Included by Law No. 14,181, of 2021\)](#)

Art. 54-E. (VETOED). [\(Included by Law No. 14,181, of 2021\)](#)

Art. 54-F. The main contract for the supply of products or services and the ancillary credit agreements that guarantee financing are connected, related or interdependent, among others, when the credit provider: [\(Included by Law No. 14,181, of 2021\)](#)

I – uses the services of the product or service supplier for the preparation or conclusion of the credit agreement; [\(Included by Law No. 14,181, of 2021\)](#)

II – offers credit at the place of business activity of the supplier of the financed product or service, or where the main contract is executed. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 1. The exercise of the right of withdrawal in the cases provided for in this Code, in the main contract, or in the credit agreement, shall imply the termination of the related contract by operation of law. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 2. In the cases of items I and II of the head provision of this Article, if there is a failure to comply with any of the obligations and duties of the product or service supplier, the consumer may request the termination of the unfulfilled contract against the credit supplier. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 3. The consumer shall be equally entitled to the right provided for in Paragraph 2 of this Article: [\(Included by Law No. 14,181, of 2021\)](#)

I – against the holder of a post-dated check issued for the purchase of any product or service on credit; [\(Included by Law No. 14,181, of 2021\)](#)

II – against the administrator or issuer of any credit card, or similar thereto, when the credit card, or similar thereto, and the product or service are provided by the same supplier or by entities belonging to the same economic group. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 4. The invalidity or ineffectiveness of the main contract shall automatically imply the invalidity or ineffectiveness of the related credit agreement, as set out in the head provision of this Article; however, the credit supplier shall have the right to obtain from the supplier of the product or service the return of the amounts delivered, including those related to taxes. [\(Included by Law No. 14,181, of 2021\)](#)

Art. 54-G. Without prejudice to the provisions of Article 39 of this Code and the applicable legislation, it is prohibited for the supplier of products or services involving credit, among other conducts, to: [\(Included by Law No. 14,181, of 2021\)](#)

I – charge or debit any amount that has been disputed by the consumer in any purchase made with a credit card, or similar thereto, while the dispute is not adequately resolved, provided that the consumer has notified the card issuer at least ten (10) days before the due date of the invoice, the maintenance of the amount on the next invoice being prohibited, and the consumer being assured the right to deduct the amount in dispute from the total invoice and pay the undisputed portion, with the issuer being allowed to record as a credit in trust the amount identical to that of the disputed transaction that has been charged, while the dispute is ongoing; [\(Included by Law No. 14,181, of 2021\)](#)

II – refuse or fail to provide the consumer, the guarantor, and any other co-obligors with a copy of the draft of the main consumer contract or the credit agreement, in paper or any other

durable, available and accessible instrument, and, after completion, a copy of the contract; [\(Included by Law No. 14,181, of 2021\)](#)

III – prevent or hinder, in case of any fraudulent use of the credit card, or similar thereto, the consumer from requesting and obtaining, when applicable, the cancellation or immediate blocking of payment, or the refund of any amounts unduly received. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 1. Without prejudice to the duty to inform and clarify to the consumer, and to provide the draft of the contract, in the case of any loan paid through payroll deduction, the formalization and delivery of the copy of the contract or the contracting instrument shall occur after the credit provider obtains from the paying source confirmation regarding the availability any payable lending limit. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 2 - In adhesion contracts, the supplier shall provide the consumer, in advance, with the information referred to in Article 52 and the head provision of Article 54-B of this Code, in addition to any other information that may be determined under current legislation, and shall be required to provide the consumer with a copy of the contract, after conclusion thereof [\(Included by Law No. 14,181, 2021\)](#)

CHAPTER VII Administrative Sanctions [\(See Law No. 8656, of 1993\)](#)

Art. 55. The Federal Government, the States and the Federal District, on a concurrent basis and in their relevant areas of administrative jurisdiction, shall issue standards regarding the production, industrialization, distribution and consumption of products and services.

Paragraph 1. The Federal Government, the States, the Federal District and the Municipalities shall supervise and control the production, industrialization, distribution, product and service advertising and the consumer market, in the interest of preserving the life, health, safety, information and well-being of the consumer, issuing the standards that may be necessary.

Paragraph 2. (Vetoed).

Paragraph 3. The federal, state, Federal District and municipal agencies with powers to inspect and control the consumer market shall maintain permanent commissions for the preparation, review and updating of the standards referred to in Paragraph 1, with the mandatory participation of consumers and suppliers.

Paragraph 4. The official agencies may issue notifications to suppliers to provide information on matters of consumer interest, under penalty of contempt, while safeguarding industrial secrecy.

Art. 56. Any violations of consumer defense regulations shall be subject, as applicable, to the following administrative sanctions, without prejudice to those of a civil and criminal nature and those set out in specific standards:

I – fine;

II – seizure of the product;

III – rendering the product unusable;

IV – cancellation of the product's registration with the relevant authority;

V – prohibition of product manufacturing;

VI – suspension of the supply of products or services;

VII – temporary suspension of the activity;

VIII – revocation of concessions or permits to use it;

IX – cancellation of the license of the establishment or activity;

X – total or partial closing of the establishment, work or activity;

XI – administrative intervention;

XII – imposition of counter-advertising.

Sole Paragraph. The sanctions provided for in this Article shall be applied by the administrative authority, within its jurisdiction, and may be applied cumulatively, including through a provisional remedy, preliminary or incidental to administrative procedure.

Art. 57. The fine, calculated according to the severity of the breach, the advantage obtained, and the economic condition of the supplier, will be applied through an administrative procedure, with any amounts payable to the Federal Government reverting to the Fund referred to in Law No. 7347, of July 24, 1985, or to the state or municipal consumer protection Funds in any other cases. ([Wording provided by Law No. 8656, of May 21, 1993](#))

Sole Paragraph. The fine will be in an amount no less than two hundred and not exceeding three million times the value of the Fiscal Unit of Reference (*Unidade Fiscal de Referência - Ufir*), or any index equivalent thereto that may replace it. ([Paragraph added by Law No. 8703, dated September 6, 1993](#))

Art. 58. The penalties of seizure, rendering products unusable, prohibition of product manufacturing, suspension of the supply of products or services, cancellation of the product registration and revocation of the concession or permit to use it shall be applied by the public authorities, through an administrative procedure, the opportunity to be heard being ensured, when any defects of quantity or quality are found due to inadequacy or insecurity of the product or service.

Art. 59. The penalties of cancellation of the license, closing, and temporary suspension of the activity, as well as administrative intervention, shall be applied through an administrative procedure, the opportunity to be heard being ensured, when the supplier repeatedly engages in the most severe infractions provided for in this code and consumer legislation.

Paragraph 1. The penalty of cancellation of the concession shall be applied to utilities companies, when they violate any legal or contractual obligation.

Paragraph 2. The penalty of administrative intervention shall be applied whenever the factual circumstances advise against the cancellation of the license, closing, or suspension of the activity.

Paragraph 3. In the event of any pending lawsuit concerning the imposition of an administrative penalty, there shall be no recurrence until the final and unappealable judgment of the case.

Article 60. The imposition of counter-advertising will be enforced when the supplier engages in misleading or abusive advertising, as provided for in Article 36 and its paragraphs, always at the violator's expense.

Paragraph 1. The counter-advertisement shall be disseminated by the responsible party in the same way, frequency and size, and preferably in the same medium, location, space, and time, in a manner capable of undoing the harm caused by the misleading or abusive advertising.

Paragraph 2. (Vetoed)

Paragraph 3. (Vetoed).

TITLE II Criminal Offenses

Art. 61. The acts defined as a crime in the following Articles shall constitute crimes against consumer relations as provided for in this code, without prejudice to the provisions of the Criminal Code and special laws.

Art. 62. (Vetoed).

Art. 63. Omitting prominent statements or signs regarding the harmfulness or dangerousness of products, on packaging, wrappers, containers or advertising:

Penalty – Six months to two years of imprisonment and a fine.

Paragraph 1. The same penalties shall be applicable to anyone who fails to warn, by means of prominent written recommendations, about the dangerousness of the service to be performed.

Paragraph 2. If the crime is unintentional:

Penalty – One to six months of imprisonment or a fine.

Art. 64. Failing to inform the relevant authority and consumers of the harmfulness or dangerousness of products whose risks are known after they have been placed on the market:

Penalty – Six months to two years of imprisonment and a fine.

Sole Paragraph. The same penalties shall be applicable to anyone who fails to immediately withdraw harmful or dangerous products from the market, when so demanded by the relevant authority, pursuant to this Article.

Art. 65. Performing a highly dangerous service contrary to a determination by any relevant authority:

Penalty – Six months to two years of imprisonment and a fine.

Paragraph 1. The penalties set out in this Article shall be applicable without prejudice to those corresponding to bodily injury or death. [\(Wording provided by Law No. 13,425, of 2017\)](#)

Paragraph 2. The conduct provided for in item XIV of Article 39 of this Law shall also characterize the crime set forth in the head provision of this Article. [\(Included by Law No. 13,425, of 2017\)](#)

Art. 66. Making any false or misleading statement, or omitting relevant information regarding the nature, characteristic, quality, quantity, safety, performance, durability, price, or warranty of products or services:

Penalty – Three months to one year of imprisonment and a fine.

Paragraph 1. The same penalties shall be applicable to anyone who sponsors the offer.

Paragraph 2. If the crime was unintentional;

Penalty – One to six months of imprisonment or a fine.

Art. 67. Engaging in or promoting advertising that is known or should be known to be misleading or abusive:

Penalty – Three months to one year of imprisonment and a fine.

Sole Paragraph. (Vetoed).

Art. 68. Engaging in or promoting advertising that is known or should be known to be capable of leading the consumer to behave in a way that is harmful or dangerous to their health or safety:

Penalty – Six months to two years of imprisonment and a fine:

Sole Paragraph. (Vetoed).

Art. 69. Failing to organize factual, technical, and scientific data that support advertising:

Penalty – One to six months of imprisonment or a fine.

Art. 70. Using secondhand replacement parts or components in the repair of products, without the consumer's authorization:

Penalty – Three months to one year imprisonment and a fine.

Art. 71. Using threats, coercion, physical or moral abuse, false, incorrect or misleading statements, or any other procedure that unjustifiably exposes the consumer to ridicule or interferes with their work, rest or leisure, in the collection of debts:

Penalty – Three months to one year of imprisonment and a fine.

Art. 72. Preventing or hindering the consumer's access to information about them in any records, databases, forms and registrations:

Penalty – Six months to one year of imprisonment or a fine.

Art. 73. Failing to immediately correct information about consumers that is contained in any records, database, forms or registrations that they know or should know to be inaccurate:

Penalty – One to six months of imprisonment or a fine.

Art. 74. Failing to provide the consumer with the warranty document properly completed and clearly specifying the content thereof;

Penalty – One to six months of imprisonment or a fine.

Art. 75. The same penalties shall be applicable to those who, in any way, and to the extent of their culpability, contributes to the crimes referred to in this code, as well as the director, administrator or manager of the legal entity that promotes, allows or in any way approves the

supply, offer, display for sale, or storage of any products or the offering and performance of services under the conditions prohibited hereunder.

Art. 76. The following are aggravating circumstances for the crimes provided for in this code:

I – being committed during a serious economic crisis or calamities;

II – causing serious individual or collective harm;

III – concealing the illicit nature of the procedure;

IV – when these crimes are committed:

a) by any public servant, or by any person whose economic and social standing is clearly superior to that of the victim;

b) to the detriment of any worker or rural worker; of any person under eighteen or over sixty years of age, or of any person with mental disabilities, whether adjudicated incompetent or not;

V – in any transactions involving food, medicines, or any other essential products or services.

Art. 77. The pecuniary penalty provided for in this Section shall be fixed in daily fines, corresponding to the minimum and maximum number of days of the imprisonment penalty applicable to the crime. When tailoring this fine, the judge shall observe the provisions of Article 60, Paragraph 1, of the Criminal Code.

Art. 78. In addition to the penalties of imprisonment and fines, the following may be imposed, whether cumulatively or alternatively, subject to the provisions of Articles 44 to 47, of the Criminal Code:

I – the temporary suspension of rights;

II – the publication in widely circulated or viewed media, at the expense of the convicted person, of news about the facts and the conviction;

III – the rendering of community services.

Art. 79. The bail amount, for any infractions provided for in this code, shall be set by the judge, or by the authority presiding over the investigation, and shall be between one hundred and two hundred thousand times the value of the National Treasury Bond (*Bônus do Tesouro Nacional* – BTN), or any equivalent index that may replace it.

Sole Paragraph. If the economic situation of the defendant so recommends, the bail may be:

a) reduced by up to half of its minimum value;

b) increased by the judge up to twenty times its value.

Art. 80. In any criminal proceedings relating to the crimes provided for in this Code, as well as any other crimes and misdemeanors involving consumer relations, those with standing to sue as set out in article 82, III and IV, who are also entitled to file subsidiary criminal actions,

may intervene as assistants to the Public Prosecution Service, if the information is not filed within the legal period.

TITLE III
Consumer Defense in Court

CHAPTER I
General Provisions

Art. 81. The defense of the interests and rights of consumers and victims may be exercised in court whether individually or collectively.

Sole Paragraph. Collective defense will be exercised in the following cases:

I – diffuse interests or rights, which shall mean, for the purposes of this code, the transindividual rights, of an indivisible nature, held by undetermined individuals and connected by factual circumstances;

II – collective interests or rights, which shall mean, for the purposes of this code, transindividual rights, of an indivisible nature, held by a group, category or class of individuals connected to each other or to the opposing party through an underlying legal relationship;

III – homogeneous individual interests or rights, which shall mean those arising from a common origin.

Art. 82. For the purposes of Article 81, Sole Paragraph, the following are parties with concurrent standing to sue: [\(Wording provided by Law No. 9008, of March 21, 1995\)](#)

I – the Public Prosecution Service,

II – the Federal Government, the States, the Municipalities, and the Federal District;

III – the entities and agencies of the Public Administration, whether direct or indirect, even if unincorporated, specifically designated to defend the interests and rights protected by this code;

IV – associations that have been legally incorporated for at least one year, and whose institutional purposes include the defense of the interests and rights protected under this code, with the authorization in a meeting of members being waived.

Paragraph 1. The requirement for previous incorporation may be waived by the judge, in the actions provided for in Articles 91 *et seq.*, when there is a clear social interest evidenced by the magnitude or characteristic of the harm, or by the relevance of the legal interest to be protected.

Paragraph 2. (Vetoed).

Paragraph 3. (Vetoed).

Art. 83. For the defense of the rights and interests protected under this code, all types of actions capable of providing adequate and effective relief are admissible.

Sole Paragraph. (Vetoed).

Art. 84. In lawsuits with respect to positive or negative covenants, the judge will either grant specific relief regarding the obligation or determine measures that ensure a practical result equivalent to performance thereof.

Paragraph 1. The conversion of the obligation into damages shall only be admissible if the plaintiff chooses to do so, or if it is impossible to obtain specific relief or the corresponding practical result.

Paragraph 2. Award of damages shall take place without prejudice to the fine (as per Article 287 of the Code of Civil Procedure).

Paragraph 3. If the grounds of the lawsuit are relevant and there is any justified fear of ineffectiveness of the remedy sought, it is lawful for the judge to grant the relief *in limine* or after prior justification, provided that the defendant has been summoned.

Paragraph 4. In the event of Paragraph 3 or upon rendering judgment, the judge may impose a daily fine on the defendant, regardless of the plaintiff's request, if it is sufficient or consistent with the obligation, setting a reasonable period for compliance therewith.

Paragraph 5. For the specific relief or to obtain an equivalent practical result, the judge may determine the necessary measures, such as search and seizure, removal of things and people, undoing of work, prohibition of harmful activity, as well as requesting police assistance.

Art. 85. (Vetoed).

Art. 86. (Vetoed).

Art. 87. In the class actions provided for in this code, there shall be no advance payment regarding costs, emoluments, expert fees, and any other expenses, or any ruling for the plaintiff association to pay attorneys' fees, costs and procedural expenses, unless there is evidence of bad faiths.

Sole Paragraph. In case of malicious prosecution, the plaintiff association and the directors responsible for filing the lawsuit will be jointly and severally ruled to pay attorneys' fees and tenfold the costs, without prejudice to liability for losses and damages.

Art. 88. In the case set out in Article 13, Sole Paragraph, of this code, recourse may be filed in a separate proceeding, with the possibility of continuing in the same case file, with impleader being prohibited.

Art. 89. (Vetoed)

Art. 90. The rules of the Code of Civil Procedure and Law No. 7347, of July 24, 1985, shall apply to the actions provided for in this title, including with regard to civil investigations, insofar as it does not contradict the provisions thereof.

CHAPTER II

Class Actions for the Defense of Homogeneous Individual Interests

Art. 91. The parties with standing to sue referred to in Article 82 may bring out, in their own name and in the interest of the victims or their successors, a collective civil action for damages individually suffered, in accordance with the provisions of the following Articles. [\(Wording provided by Law No. 9,008, of 3.21.1995\)](#)

Art. 92. If not filing the lawsuit, the Public Prosecution Service, shall always act as a guardian of the law.

Sole Paragraph. (Vetoed).

Art. 93. Except in cases under the jurisdiction of the Federal Courts, the lawsuits shall be filed with the local courts:

I – in the place where the damage occurred or should occur, when it is of local scope;

II – in the State Capital or in the Federal District, for any national or regional damage, with the application of the rules of the Code of Civil Procedure to cases of concurrent jurisdiction.

Art. 94. Once the action is initiated, a public notice will be published by the official agency, so that any interested parties can intervene in the case as co-parties, without prejudice to widespread dissemination through social communication channels by consumer protection agencies.

Art. 95. If the claim is granted, the award will be generic, establishing the defendant's liability for the damage caused.

Art. 96. (Vetoed).

Art. 97. The liquidation and execution of the judgment may be initiated by the victim and their successors, as well as by those with standing to sue referred to in Article 82.

Sole Paragraph. (Vetoed).

Art. 98. The execution may be collective, being initiated by those with standing to sue referred to in Article 82, covering victims whose compensation has been set in an award, without prejudice to the filing of any other executions. [\(Wording provided by Law No. 9008, of March 21, 1995\)](#)

Paragraph 1. Collective execution shall be processed based on a certificate of the court awards, which shall state whether or not the judgment has become final and unappealable.

Paragraph 2. The execution action shall be filed in the court:

I – where the liquidation of the award or condemnatory action has been processed, in the case of individual execution;

II – where the condemnatory action has been processed, when the execution is collective.

Art. 99. In the event of credit claims arising from a conviction as provided for in Law No. 7347, of July 24, 1985, and compensation for individual losses resulting from the same harmful event, the latter shall take precedence in payment.

Sole Paragraph. For the purposes of the provisions of this Article, the allocation of the amount collected to the fund created by Law No. 7347, of July 24, 1985, will be suspended while the actions for individual damages are pending a decision from the appellate court, except in cases where the debtor's assets are clearly sufficient to cover all debts.

Art. 100. After one year has elapsed without proof of claim from any interested parties in a number consistent with the severity of the harm, those with standing to sue under Article 82 may initiate the liquidation and execution of the compensation payable.

Sole Paragraph. The proceeds of the compensation payable will be allocated to the fund created by Law No. 7347, of July 24, 1985.

CHAPTER III
Actions for Damages based on Liability of the Supplier of Products and Services

Art. 101. In the action for damages against the supplier of products and services, without prejudice to the provisions of Chapters I and II of this title, the following rules shall apply:

I – the action may be filed in the plaintiff's domicile;

II – the defendant who has contracted liability insurance may request the joinder of the insurer, the joinder of the Reinsurance Institute of Brazil being prohibited. In this case, the judgment that upholds the claim will rule against the defendant pursuant to Article 80 of the Code of Civil Procedure. If the defendant has been declared bankrupt, the trustee will be subpoenaed to inform about the existence of any liability insurance. If this insurance exists, it will be possible to file an action for damages directly against the insurer, impleader being prohibited regarding the Reinsurance Institute of Brazil, and compulsory joinder with the latter being waived.

Art. 102. Those with standing to sue under this code may file an action to compel the relevant Public Authority to prohibit, throughout the national territory, the production, dissemination, distribution or sale, or to determine the alteration in the composition, structure, formula or packaging of a product, whose regular use or consumption proves to be harmful or dangerous to public health and personal safety.

Paragraph 1. (Vetoed).

Paragraph 2. (Vetoed)

CHAPTER IV
Res Judicata

Art. 103. In the class actions provided for in this code, the judgment shall become res judicata:

I – binding upon everyone, except if the claim is dismissed due to insufficient evidence, in which case any party with standing to sue may bring another action, on the same grounds, using new evidence, in the event of item I of the Sole Paragraph of Article 81;

II – beyond the parties, but limited to the group, category or class, except for dismissal due to insufficient evidence, pursuant to the previous item, in the case provided for in item II of the Sole Paragraph of Article 81;

III – binding upon everyone, only if the claim is granted, to benefit all victims and their successors, in the case provided for in item III of the Sole Paragraph of Article 81.

Paragraph 1. The effects of res judicata set forth in items I and II shall not prejudice the individual interests and rights of the members of the community, group, category or class.

Paragraph 2. In the event provided for in item III, if the claim is denied, the interested parties who have not joined the case as co-parties may file individual actions for damages.

Paragraph 3. The effects of res judicata provided for in Article 16, in conjunction with Article 13 of Law No. 7347, of July 24, 1985, shall not prejudice actions for damages personally suffered, whether brought individually or as provided for in this code, but, if the claim is granted, shall benefit the victims and their successors, which may proceed with liquidation and execution, pursuant to Articles 96 to 99.

Paragraph 4. The provisions of the preceding Paragraph shall apply to the judgment of conviction.

Art. 104. Class actions, as provided for in items I and II and in the Sole Paragraph of Article 81, shall not lead to *lis alibi pendens* for individual actions, but the effects of *res judicata* binding upon everyone or beyond the parties as referred to in items II and III of the previous Article will not benefit the plaintiffs in individual actions, if suspension thereof is not requested within thirty days, as from the date they become aware, in the case records, of the filing of the class action.

CHAPTER V
CONCILIATION IN OVER-INDEBTEDNESS
[\(Included by Law No. 14,181, of 2021\)](#)

Art. 104-A. At the request of the over-indebted individual consumer, the judge may initiate a debt renegotiation proceeding, with a view to holding a conciliation hearing, presided over by the judge or by a court-accredited conciliator, with the presence of all creditors of the debts provided for in Article 54-A of this Code, in which the consumer will present a payment plan proposal with a maximum term of five (5) years, preserving the minimum level of subsistence, pursuant to regulations, and the guarantees and payment terms originally agreed upon. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 1. The renegotiation process shall not include any debts, even if arising from consumer relations, stemming from contracts intentionally executed with the purpose of avoiding payment, as well as any debts from credit agreements secured by real guarantees, real estate financing, and rural credit. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 2. The unjustified absence of any creditor, or their attorney-in-fact with special and full powers to settle, at the conciliation hearing referred to in the head provision of this Article shall result in the suspension of the enforceability of the debt and the interruption of any default charges, as well as compulsory subjecting the debt to the payment plan if the amount payable to the absent creditor is undisputable and known by the consumer, with payment to that creditor being stipulated to occur only after payment to the creditors who have attended the conciliation hearing. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 3. In the case of settlement with any creditor, the judgment ratifying the agreement shall describe the debt payment plan and shall be enforceable as *res judicata*. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 4. The payment plan referred to in Paragraph 3 of this Article shall include: [\(Included by Law No. 14,181, of 2021\)](#)

I – measures to extend payment terms and reduce debt charges or the supplier's remuneration, among others aimed at facilitating the payment of the debt; [\(Included by Law No. 14,181, of 2021\)](#)

II – a reference to the suspension or dismissal of any ongoing lawsuits; [\(Included by Law No. 14,181, of 2021\)](#)

III – the date from which the consumer will be removed from any defaulter databases or records; [\(Included by Law No. 14,181, of 2021\)](#)

IV – a provision establishing that the effects of the plan shall be contingent upon the consumer refraining from any conduct that would aggravate their over-indebtedness situation. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 5. The consumer's request referred to in the head provision of this Article shall not imply a declaration of civil insolvency, and may be repeated only after a period of two (2) years, as from the settlement of the obligations provided for in the approved payment plan, without prejudice to any renegotiation. [\(Included by Law No. 14,181, of 2021\)](#)

Art. 104-B. If the conciliation is not successful in relation to any creditors, the judge, at the request of the consumer, shall initiate an over-indebtedness proceeding to review and integrate the contracts and renegotiate the remaining debts through a compulsory judicial plan, and shall proceed to summon all creditors whose credits have not been part of any settlement agreed upon. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 1. The documents and information provided at the hearing shall be considered in the over-indebtedness proceeding, if applicable. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 2. Within fifteen (15) days, the summoned creditors shall submit documents and the reasons for their refusal to accept the voluntary plan or to renegotiate. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 3. The judge may appoint a trustee, provided that this does not burden the parties, who, within thirty (30) days, after completing any necessary steps, shall present a payment plan that includes measures to temporarily suspend or mitigate the charges. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 4. The compulsory judicial plan shall guarantee creditors, at least, the amount of the principal sum payable, adjusted for inflation according to official price indexes, and shall provide for the total settlement of the debt, after the liquidation of the consensual payment plan provided for in Article 104-A of this Code, within no later than five (5) years, with the first installment due within a maximum period of one hundred and eighty (180) days, as from approval thereof by the court, and the remaining balance to be paid in equal and successive monthly installments. [\(Included by Law No. 14,181, of 2021\)](#)

Art. 104-C. It is concurrently and optionally incumbent upon the public authorities that are part of the National Consumer Defense System to conduct the conciliation and preventive phase of the debt renegotiation process, pursuant to Article 104-A of this Code, as applicable, with the possibility of the process being regulated by specific agreements entered into by and between such authorities and the creditor institutions or their associations. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 1. In the event of administrative conciliation to prevent the over-indebtedness of individual consumers, the public authorities may promote, in individual complaints, a global conciliation hearing with all creditors and, in all cases, facilitate the preparation of a payment plan, preserving the minimum level of subsistence, according to regulations, under the supervision of these authorities, without prejudice to any other applicable financial re-education activities. [\(Included by Law No. 14,181, of 2021\)](#)

Paragraph 2. The agreement signed before the public consumer protection authorities, in cases of over-indebtedness of individual consumers, shall include the date from which the consumer will be removed from any defaulter databases and records, as well as a provision establishing that the effects of the plan shall be contingent upon the consumer refraining from conducts that result in the aggravation of their over-indebtedness situation, especially that of incurring new debts. [\(Included by Law No. 14,181, of 2021\)](#)

TITLE IV The National Consumer Defense System

Art. 105. The National Consumer Defense System (*Sistema Nacional de Defesa do Consumidor* - SNDC) comprises the Federal, State, Federal District and Municipal agencies, as well as private consumer defense entities.

Art. 106. The National Department of Consumer Defense, of the National Secretariat of Economic Law (Ministry of Justice), or any Federal agency that may replace it, is the coordinating body of the National Consumer Defense System policy, and is responsible for:

I – planning, developing, proposing, coordinating and implementing the national consumer protection policy;

II – receiving, analyzing, assessing and sending consultations, complaints or suggestions presented by representative entities or legal entities governed by public or private law;

III – providing consumers with ongoing guidance regarding their rights and guarantees;

IV – informing, raising awareness and motivating consumers through the different means of communication;

V – requesting the judicial police to initiate a police investigation concerning any crimes against consumers, pursuant to current legislation;

VI – referring matters to the relevant Public Prosecution Service for the adoption of procedural measures within the scope of its duties;

VII – bringing to the attention of the relevant authorities any administrative infractions that violate the diffuse, collective, or individual interests of consumers;

VIII – requesting the cooperation of Federal, State, Federal District and Municipal authorities and entities, as well as assisting in the supervision of prices, supply, quantity and safety of goods and services;

IX – encouraging, also with financial resources and other special programs, the creation of consumer protection entities by the population and by state and municipal public agencies;

X – (Vetoed).

XI – (Vetoed).

XII – (Vetoed)

XIII – developing any other activities consistent with its purposes.

Sole Paragraph. In order to achieve its goals, the National Department of Consumer Defense may request the cooperation of authorities and entities with recognized technical and scientific expertise.

TITLE V

The Collective Consumer Agreement

Art. 107. Civil consumer entities and associations of suppliers or unions of economic category may regulate, by written agreement, consumer relations whose purpose is to establish conditions related to the price, quality, quantity, warranty and characteristics of products and services, as well as the complaint and settlement of consumer conflicts.

Paragraph 1. The agreement shall become mandatory as from the registration of the instrument in the registry of deeds and documents.

Paragraph 2. The agreement shall only be binding upon the members of the signatory entities.

Paragraph 3. Any supplier who leaves the entity after the registration of the agreement is not exempt from complying therewith.

Art. 108. (Vetoed).

TITLE VI
Final Considerations

Art. 109. (Vetoed).

Art. 110. The following item IV shall be added to Article 1 of Law No. 7347, of July 24, 1985:

"IV – to any other diffuse or collective interest".

Art. 111. Item II of Article 5, of Law No. 7347, of July 24, 1985, shall be amended to read as follows:

"II – include, among its institutional purposes, the protection of the environment, the consumer, the artistic, aesthetic, historical, touristic, and landscape heritage, or any other diffuse or collective interest".

Art. 112. Paragraph 3 of Article 5 of Law No. 7347, of July 24, 1985, shall be amended to read as follows:

"Paragraph 3. In case of unfounded withdrawal from or abandonment of the lawsuit by any association with standing to sue, the Public Prosecution Service or any other party with standing to sue shall join the case as plaintiff".

Art. 113. The following Paragraphs 4, 5 and 6 shall be added to Article 5 of Law No. 7347, of July 24, 1985:

Paragraph 4. The requirement of previous incorporation may be waived by the judge, when there is a clear social interest evidenced by the magnitude or characteristic of the damage, or by the relevance of the legal interest to be protected.

Paragraph 5. Permissive joinder between the Public Prosecution Service of the Federal Government, of the Federal District and of the States shall be admitted in the defense of the interests and rights governed by this law.

Paragraph 6. The public authorities with standing to sue may obtain from the interested parties the signature of a consent decree to adjust their conduct to legal requirements, by means of combinations, which will be enforceable out of court".

Art. 114. Article 15 of Law No. 7347, of July 24, 1985, shall be amended to read as follows:

"Art. 15. Sixty days after the judgment against the defendant has become final and unappealable, without the plaintiff association initiating execution thereof, the Public Prosecution Service shall do so, with the same initiative being given to the other parties with standing to sue".

Art. 115. The head provision of Article 17 of Law No. 7347, of July 24, 1985, shall be removed, and the Sole Paragraph shall become the head provision, with the following wording:

"Art. 17. In case of malicious prosecution, the plaintiff association and the directors responsible for filing the lawsuit will be jointly and severally ruled to pay attorneys' fees and tenfold the costs, without prejudice to liability for losses and damages".

Art. 116. Article 18 of Law No. 7347, of July 24, 1985, shall read as follows:

"Art. 18. In the lawsuits provided for in this law, there shall be no advance payment regarding costs, emoluments, expert fees, and any other expenses, or any ruling for the plaintiff

association to pay attorneys' fees, costs and procedural expenses, unless there is evidence of bad faith".

Art. 117. The following provision shall be added to Law No. 7347, of July 24, 1985, with the following provisions being renumbered accordingly:

"Art. 21. The provisions of Title III of the law that established the Consumer Defense Code shall apply to the defense of diffuse, collective and individual rights and interests, as applicable".

Art. 118. This code shall become effective within one hundred and eighty days as from publication hereof.

Art. 119. Any provisions to the contrary are hereby repealed.

Brasília, September 11, 1990; the 169th year of Independence and the 102nd year of the Republic.

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This text does not replace the one published in the Federal Official Gazette of September 12, 1990 and Rectified on January 10, 2007

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