

# Product Liability and Safety in Greece: Overview

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A Q&A guide to product liability and safety in Greece.

The Q&A gives a high-level overview of the sources of product liability law, establishing liability, liable persons, defences, excluding/limiting liability, court proceedings, evidence, class actions, litigation funding, remedies, product safety, product recall and reporting requirements.

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## Sources of law

1. What are the main areas of law and regulation relating to product liability?

The main product liability rules are set out in Article 6 of Law 2251/1994 on Consumers' Protection (Consumers' Protection Law) (CPL), which implements the Product Liability Directive (85/374/EEC), as amended. To date, the CPL has been amended several times; it was extensively revised by Law 4512/2018 and most recently by Law 4933/2022 effective from 20 May 2022 (see also [Question 30](#)).

Article 6 of the CPL is supplemented by:

- Article 7 of the CPL on Product Safety.
- Ministerial Decision Z3/2810/14 of December 2004 (Ministerial Decision on General Product Safety), which implements the General Product Safety Directive (2001/95/EC) (GPSD) (see [Question 24](#)).

The GPSD is to be repealed by a new Regulation on general product safety. The currently proposed text is dated 30 June 2021. It is in line with the European Commission's 2020 New Consumer Agenda and its basic objectives are to:

- Update the GPSD to ensure a safety net for all products.
- Provide greater consistency between EU harmonised and non-harmonised products.

General legal provisions apply if they give consumers greater protection than the CPL, except for provisions on prescription and exclusive periods (Article 14(5), CPL). Therefore, the following general legal rules may apply in parallel with the CPL or independently:

- **Tortious liability.** Articles 914 *et seq.* (especially Articles 914, 925, and 932) in conjunction with Articles 281 and 288 of the Civil Code (CC), apply. To establish tortious liability, the claimant must establish the defendant's fault (either negligence or wilful misconduct), loss, and a causal link between the fault and loss. However, case law reverses the burden of proof when the claimant is a consumer, in which case the defendant must show that they did not commit a fault to avoid liability (see [Question 9](#)).
- **Contractual liability.** Articles 513 to 573 of the CC on contracts of sale, which implements the Sales and Guarantees Directive (1999/44/EC), apply. For these provisions to apply, there must be a direct contractual relationship between the parties. The buyer may be a consumer or not. The seller is liable for any defect or non-conformity of the product with agreed quality requirement at the time the risk passes to the buyer. Liability is strict and the claimant need not prove that the seller was at fault. However, the seller is not liable where, on conclusion of the contract, the buyer was aware that the product did not conform with the contractual specifications or where lack of conformity is a result of defective materials supplied by the buyer (Article 537, CC).
- **Criminal and administrative liability.** The Criminal Code, the Rules Regulating the Market of Products and the Provision of Services (Law 4177/2013), and the special provisions of Article 13a of the CPL may also apply (see [Question 28](#)).

Before the 2018 revision, the definition of a consumer under the CPL was very broad, and could include any natural or legal person or other entity without legal personality that was the end recipient and user of products or services (old Article 1(4a), CPL). The definition of consumer had been further expanded by case law to cover persons that used products or services for both private and business purposes. Further, a consumer could also be any person, natural or legal, who guaranteed in favour of another consumer (but not for a business activity). From 18 March 2018, this extended definition has been narrowed and a consumer is now defined as any natural person acting for purposes not falling within a commercial, business, handcraft, or freelance activity (Article 1a(1), CPL).

2. What are the most common causes of action and what is required to establish liability under them? When is a product defective?

## CPL

Under the strict liability regime, a claimant must prove the following elements:

- Defect.

- Damage.
- A causal link between the defect and the damage.

Greek legal theory and case law follow the theory of the adequate cause to show a causal link, under which the unlawful act or omission at issue must be considered capable of causing the specific damage based on the normal course of events and common practice. To avoid liability, the producer must prove a defence allowed by the Product Liability Directive (see [Question 4](#)).

A product is considered defective if it does not provide reasonably expected safety in view of all special circumstances set out in the Product Liability Directive. A product can also be considered defective if its performance does not correspond to its specifications. A product is not defective solely because another better product is later placed on the market. The definition of defect, especially lack of safety, is supplemented by Ministerial Decision on General Product Safety (Articles 6(5) and 7, CPL).

## Tort

While fault is a requirement to establish tortious liability, case law reverses the burden of proof when the claimant is a consumer (see [Question 1](#)).

## Contract

A seller's contractual liability is in principle strict (see [Question 1](#)).

Under the rules applicable to sale of goods contracts (Articles 513 *et seq.*, CC), a seller must deliver products that:

- Are free of third parties' rights (legal defects) (Article 514, CC).
- Conform to agreed quality requirements and without (actual) defects (Article 534, CC).

In particular, products must:

- Comply with any description, sample, or model provided by the seller.
- Be fit for the purposes of the particular contract and for which the goods are specifically used.
- Be fit for the purposes for which goods of the same type are normally used.
- Be of the quality and performance that the buyer can reasonably expect for goods of the same type, taking into account any public statements made by the seller, the producer, or its representative, particularly in advertising or on labelling, except when the seller was not aware and ought not to have been aware of the relevant statement.

(Article 535, CC.)

## Liable Parties

3. Who is potentially liable for a defective product? What obligations or duties do they owe and to whom?

## CPL

Any person involved in the chain of supply of a defective product is potentially liable.

A producer is the manufacturer of a finished product or of any raw material or component. Any other person who presents themselves as a producer by putting their name, trade mark, or other distinguishing feature on the product is also a producer. Additionally, any person who imports into the EU a product for sale, lease, hire, or any form of distribution, in the course of their professional commercial activity, is liable as a producer. When the producer cannot be identified, each supplier of the product will be treated as its producer unless they give the injured person information on the identity of the producer or of the person who supplied them the product. The same applies to suppliers of imported products when the importer's identity is unknown, even if the producer's identity is known (Article 6(2) to 6(4), CPL).

When products are imported into Greece from another EU member state, either or both the producer and the importer in the EU can be liable.

Producers must:

- Place safe products on the market.
- Provide consumers with the relevant information to enable them to assess the product's risks throughout the normal or reasonably foreseeable period of use of the product.
- Take any action required to avoid these risks, as well as any appropriate preventive and corrective action (such as a recall of the product), depending on the specific circumstances.

Distributors must exercise due diligence to ensure the safety of the products placed on the market, by co-operating with producers and notifying the appropriate authorities when necessary (new Article 7, CPL).

Greek case law accepts that a producer has a general duty of care to take all necessary measures to protect any third parties that reasonably trust their products (principle of trust). Therefore, the producer must organise the production to comply with the general duty of care, mainly by proactively conducting the requisite checks before and during the production process and by providing adequate information to consumers. Breach of this duty exceeds the limits of the producer's fair activity and destroys consumers' trust in the safety of the product (see Court of Thessaloniki No. 2052/1991 and Supreme Court No. 891/2013, NOMOS).

## Tort

For the requirements to establish tortious liability, see [Question 1](#) and [Question 2, Tort](#).

## Contract

For the requirements to establish contractual liability, see [Question 1](#) and [Question 2, Contract](#).

## Defences

4. What are the defences to a product liability claim?

## CPL

Producers sued under the strict liability regime can be relieved from liability if they prove any of the defences listed in the Product Liability Directive (see [Question 2](#)), that is:

- They did not place the product on the market.
- The defect did not exist at the time the product was placed on the market.
- They did not manufacture the product to have it distributed and did not distribute it in the course of their business.
- The defect is due to compliance with applicable mandatory regulations.
- At the time the product was placed on the market, scientific and technical knowledge did not enable the discovery of the defect ("state of the art" defence).

The producer of a component is relieved from liability if they prove that the defect is attributable to the design of the product in which the component was fitted or attributable to the instructions given by the product's manufacturer, in which case the product's manufacturer is considered to be the producer (Article 6(8) and 6(9), CPL).

A producer can limit their liability if the damage is partly attributable to the fault of the injured person or any person for whom the injured person is responsible (Article 6(11), CPL). However, this does not extend to acts or omissions of third parties.

## Tort

When defending a claim in tort, a producer can claim lack of fault or any other requirements for liability (see [Question 1](#) and [Question 2, Tort](#)).

## Contract

If the legal basis of the claim is a sale contract, the defendant can defend their case if proving compliance with their delivery obligations (see [Question 1](#) and [Question 2, Contract](#)).

A defendant can also mitigate or escape liability by showing that the claimant contributed in whole or in part to the damage or to the extent of the damage, or failed to mitigate the damage (Article 300, CC).

## Time Limits for Bringing Proceedings

5. Is there a time limit in which proceedings can be brought?

## CPL

Claims under the CPL are subject to a three-year limitation period, subject to a maximum of ten years from the date the producer put the product into circulation (Article 6(13), CPL). The starting point for the limitation period is the time when the claimant became aware or should have become aware of the damage, the defect, and the identity of the producer. Knowledge of the defect includes circumstances where use of the product does not meet the consumer's safety expectations. The consumer must also be in a position to know that the damage is the result of the specific defect of the product, so that they can prove the causal link.

For collective lawsuits, see [Question 19](#).

## Tort

Tort claims are subject to a general five-year limitation period, starting from the time the injured person becomes aware of the damage and of the person responsible. In any case, a claim cannot be brought after 20 years from the date of the tortious act. However, if the tortious act also constitutes a criminal offence and a longer limitation period applies under criminal law, this longer limitation period also applies to claims for damages (Article 937, CC).

## Contract

Claims for liability under a sale contract are barred after two years for movable property and five years for immovable property. The period starts running from the date on which the product was delivered to the buyer even if the buyer discovered the defect or breach later, unless the parties agreed on a special guarantee period; further detailed regulations apply (Articles 554 to 559, CC).

## Excluding/Limiting Liability

6. Can a supplier limit its liability for defective products and are there statutory restrictions on a supplier doing this? Do consumer protection laws apply? Are guarantees or warranties as to quality implied by law? Is there a mandatory or minimum warranty period for consumer products?

## CPL

When a product's producer cannot be identified, each supplier of the product is treated as its producer unless they provide the injured person information on the identity of the producer or of the person who supplied them the product within a reasonable time (see *Question 3, CPL*). The same applies to the supplier of imported products when the importer's identity is unknown, even if the producer's identity is known (Article 6(4), CPL). Therefore, the supplier of a defective "anonymous" product is only released from responsibility if they inform the victim (consumer) within a reasonable time of the identity of the producer or importer, or of the person who supplied the product.

Persons liable under the CPL cannot exclude or limit their liability and any attempt to do so is void (Article 6(12), CPL). However, liability may be limited in the event of contributory negligence of the victim or a third party to the damage, for which the victim is responsible by law (Article 6(11), CPL).

The producer and the distributor of a defective product can avoid or limit their liability by taking any measures required to eliminate possible hazards from the product's use promptly and in a timely manner. These measures depend on the specific and overall circumstances of each case and include warning notifications, instructions to consumers, invitations for servicing or repairing the product, recalls, and so on (Article 7, CPL and Article 5, Ministerial Decision on General Product Safety) (see *Question 3, CPL*).

Since its revision of 2018, the CPL provides for two types of guarantees:

- A mandatory, two-year free legal guarantee (which can be reduced by up to one year for used products).
- An additional, optional, commercial guarantee provided in return for payment or, exceptionally, free, under detailed regulations.

The mandatory guarantee under the CPL (Article 5(1), CPL) refers to the general obligations of a seller to the buyer (whether a consumer or not) to deliver products that conform with their agreed qualities and that have no actual and legal defects (Articles 534 *et seq.*, CC) (see *Question 2, Contract*). (See Articles 5 and 5a of the CPL).

## Tort

A supplier cannot limit its tortious liability (Articles 914 to 938, CC).

## Contract

A supplier cannot limit or exclude its contractual liability for fraud or gross negligence. Any agreement to the contrary is void. In specific circumstances, even limitations and exclusions of liability for slight negligence may be prohibited. The same applies to persons that perform obligations on the supplier's behalf (Articles 330 to 334, CC).

## Product Liability Litigation

### Courts

7. In which courts are product liability cases brought? Are product liability disputes generally decided by a judge or a panel of judges? Are juries used in certain circumstances?

Product liability claims are tried exclusively in the civil courts composed of one or three judges, depending on the amount of the dispute, as follows:

- Justices of the peace: claims of up to EUR20,000.
- One-member first instance courts: claims between EUR20,000 and EUR250,000.
- Three-member first instance courts: claims over EUR250,000.

(Articles 14 and 18, Code of Civil Procedure (CCP).)

Special regulations apply to collective claims (see [Question 19](#)).

Criminal or administrative proceedings can also be initiated (Articles 13a and 13b, CPL). However, they are not aimed at monetary compensation.

All civil disputes are heard by judges only. Juries are not used.

## Proceedings



8. How does a party initiate proceedings?

A party initiates proceedings by filing a lawsuit with the competent court. As a minimum, the lawsuit must:

- Indicate the names and addresses of the parties.
- Set out the particulars of the claim (that is, the material facts and specific remedies requested).
- Determine the value and the geographical scope of the dispute.

(Articles 216 and 221 *et seq.*, CCP.)

9. Who has the burden of proof and to what standard?

The claimant must prove the defect, the damage, and the causal link between the defect and the damage. Proof of the defendant's fault is not required under the strict liability regime (see *Question 2, CPL*).

In tort claims (brought separately or in parallel with a claim under the CPL), the claimant must also prove the defendant's fault. However, the burden of proof is reversed if the claimant would otherwise be unable to prove the defendant's culpable conduct. This is accepted when the fact to be proven lies in the exclusive sphere of the defendant's influence and the claimant is unable to gain access to it to discharge the burden of proof. In this case, the defendant must prove that they were not responsible for the injurious fact. The burden of proof is also reversed in consumer claims (see, for example, Supreme Court Nos 1505/2008 and 891/2013, NOMOS).

## Evidence

10. How is evidence given in proceedings and are witnesses cross-examined?

All evidence is filed together with the pleadings, as follows:

- **Lawsuits filed until 31 December 2015.** For lawsuits filed with the justice of the peace or one-member court of first instance, the pleadings are filed on the date of the hearing and each party can file a rebuttal denying the allegations set out in the opponent's pleadings by 12 noon of the third working day following the hearing (Article 238, CCP, as applied). If the lawsuit was filed with the three-member court of first instance, the pleadings and counter-pleadings must be respectively filed at least 20 and 15 calendar days before the hearing date; additional pleadings can be filed by 12 noon of the eighth working day following the hearing and can only be related to allegations raised during the same (Article 237, CCP, as applied).
- **Lawsuits filed between 1 January 2016 and 31 December 2021.** For lawsuits filed in ordinary proceedings before any first instance court, pleadings are filed within 100 days from the filing of the lawsuit or 130 days if any of the defendants resides or is seated outside Greece; rebuttals can be filed within 15 days after the pleadings' filing deadline (Article 237, CCP, as applied).
- **Lawsuits filed from 1 January 2022.** New procedural rules apply from 1 January 2022 following a series of amendments to the CCP enacted by Law 4842/2021 (published on 13 October 2021). New deadlines apply for the filing of pleadings, as follows:
  - pleadings must be filed within 90 days from the expiry of the lawsuit's service period or 120 days if any of the defendants resides/is seated outside Greece or is of unknown residence (the service period is 30 days from filing of the lawsuit or 60 days if any of the defendants resides/is seated outside Greece or is of unknown residence);
  - rebuttals must be filed within 15 days after the pleadings' filing deadline; and
  - for matters that arise after the rebuttals' filing deadline, additional pleadings and rebuttals can be respectively filed 20 days and ten days before the fixed hearing date.
- (Article 237, CCP, as in force).

All evidence filed with the court must be in Greek, either originally or translated into Greek.

The following rules apply to witness evidence:

- For lawsuits filed until 31 December 2015, each party can (this is not mandatory, but it is a common practice and is considered very important evidence for the court) examine one witness at the hearing, who is then cross-examined by the opponent (Articles 270 and 393 *et seq.*, CCP, as applied). That witness should be someone involved with the case, who knows the facts, is firm in their position, and not afraid of facing cross-examination.
- For lawsuits filed after 1 January 2016, a typical hearing is limited to the announcement of the case by the court, without oral proceedings, and the decision is issued based on the parties' court files. However, at the court's discretion, one court witness for each party can

be examined orally at a special hearing specified by court order. The court can also appoint experts or order an autopsy, if it considers it appropriate (Article 237, CCP).

The witnesses' court examination, if any, does not generally last long. However, the length of proceedings depends on the complexity of the case and each court panel's discretion to allow witnesses to elaborate on the facts. The duration of examination also depends on the involvement of interpreters, if needed. In brief, the claimant's witness is examined by the judges, then by the claimant's counsel, and then cross-examined by the defendant's counsel. After then, the same steps apply to the defendant's witness. During the witnesses' court examination, the judges have discretion to question the witnesses as they consider appropriate. However, the court only has power to consider the claims brought before it.

Within eight working days after a court witness examination or the conclusion of any autopsy or expert report ordered by the court, the parties can file post-trial briefs limited to the discussion of the relevant evidential proceedings.

Additionally, instead of giving oral evidence before the court, witnesses can testify under oath before a notary public, a justice of the peace, or a Greek consular authority outside Greece by way of a deposition, which can then be presented to the court as evidence. From 1 January 2022, witnesses' sworn depositions can also be given before a lawyer, but not the litigants' lawyers. The opponent must be summoned to these depositions two working days before they take place (whether given in or outside Greece) and can obtain a copy of the depositions. Restrictions apply to the number of sworn depositions (from 1 January 2022, up to three per litigant and up to two for rebutting an opponent's depositions) (Article 422, CCP).

Under the procedural rules in force from 1 January 2022, with the aim to speed up proceedings:

- Lawsuits can be filed and served electronically as well as pleadings, rebuttals, and litigants' exhibits.
- Any oral hearing, including court examinations of witnesses, experts, and litigants (if taking place) can be done online (Article 237, CCP).

11. Are parties able to rely on expert opinion evidence and are there special rules or procedures for it?

Under the CCP, a court can appoint one or more experts when specialised knowledge of scientific and technical matters is required (Articles 368 to 392, CCP). The experts can obtain information from the case file to formulate their opinion. Court-appointed experts must submit their report within the time frame indicated by the court, which can be adjusted according to the needs of the case. The hearing of the case is postponed by the court until the expert reports are submitted. An

expert's opinion is not binding on the court, which can issue a deviating judgment based on its own assessment of the case.

Parties can also use experts either as witnesses (see [Question 10](#)) or produce written experts' technical reports as evidence. The CCP does not place any restriction on the number of expert reports that can be submitted to the court by a party. In practice, party-appointed expert reports do not have the same evidentiary value as the opinion of court-appointed experts.

12. Is pre-trial disclosure/discovery required and which rules apply? If not, are there other ways to obtain evidence from a party or a third party?

There is no pre-trial disclosure or discovery and courts cannot try preliminary issues in separate proceedings before the main hearing. Where the court considers that specific knowledge is required in relation to scientific and technical issues or regarding the application of foreign law under rules of private international law, it has the discretion to issue an interim order to obtain an expert opinion or legal advice.

Each party can, through the pleadings filed under the existing litigation or by way of a separate application to the court, seek a court order for disclosure of documents in the possession of the opponent or a third party, which can be used as evidence, except where there is a serious reason justifying non-disclosure (Articles 450 *et seq.*, CCP; Articles 901 to 903, CC). However, case law applies the rules on disclosure requests restrictively.

13. Is there liability for spoliation of evidence/a remedy for destruction of or failure to preserve evidence (in particular, the product)?

Generally, there are no specific provisions for product liability disputes. Litigants must comply with the general principles of good faith and ethics, honest and non-misleading conduct, and disclose to the other party the documents they possess and invoke except where there are serious reasons not to disclose (see Articles 116 and 450, CCP). However, a litigant can only submit to the court evidence that supports their case.

Injunction proceedings are available to preserve evidence, especially the product (see [Question 14](#)).

## Interim Relief

14. What types of interim relief are available before a full trial and in what circumstances?

Interim measures can be ordered in case of urgency or necessity to prevent imminent danger, to secure or preserve a right, or to regulate a situation (Article 682, CCP).

Full evidence of the facts of the case is not required for a court to order interim measures. Mere likelihood that the above conditions are met can be sufficient for the interim measures to be ordered. In any case, the court is not bound by the measure requested and can order the measure it regards as appropriate (Articles 690 and 692, CCP). Injunctive measures vary and include the following:

- Granting of a guarantee.
- Pre-notation of mortgage.
- Temporary regulation of a situation or award of a claim.
- Temporary seizure of assets.

Further, on the filing of an injunction petition and until the hearing and the issue of the court decision, the judge has discretion to issue a temporary order (Article 691A, CCP).

If an injunctive measure is ordered before the filing of the main lawsuit, the petitioner must file the lawsuit within a period fixed by the court that is no less than 60 days from the injunction decision (Article 693, CCP). Before the revision in force from 1 January 2022 (Law 4842/2021), this deadline was 30 days (see [Question 10](#)).

Articles 348 to 351 of the CCP provide for an exceptional procedure for the preservation of evidence. An early evidential procedure can be requested by the court on a particular topic even before the trial opens if either:

- There is a risk that specific means of evidence will be lost or their use will become more difficult.
- The determination of the present condition of an object is material for the purpose of the case.

## Costs

15. Can the successful party recover its costs associated with the litigation, such as legal fees and experts' costs and to what extent?

The "loser pays" rule applies.

Court expenses are defined as court and out-of-court expenses that were necessary for the trial and include:

- Stamp duties.
- Judicial revenue stamp duty.
- Counsel's minimum fees set by the Lawyers' Code (Law 4194/2013).
- Witnesses' and experts' expenses.
- The successful party's travelling expenses to attend the hearing.

However, the expenses that the successful party recovers are in practice substantially lower than the actual expenses.

The court apportions expenses between litigants in cases of partial success. Additionally, the court can, and generally does, apportion expenses between litigants if they are relatives or when the litigation involves complex legal issues (Articles 173 *et seq.*, CCP).

Following amendments to the CCP applicable from 1 January 2022 (Law 4842/2021), the courts have discretion to apportion costs between the parties when there is reasonable doubt on the outcome of the trial (Article 179, CCP) (see [Question 10](#)).

## Appeals

16. What types of appeal are available?

In ordinary proceedings, any definite judgment issued by a first instance court can be challenged before a designated second instance court. An appeal can be filed by the defeated party and a partially successful party. A cassation appeal can be filed with the Supreme Court against appellate courts' decisions on questions of law only.

## Length of Proceedings

17. How long does it typically take to litigate a product liability action from start to finish?

Under the CCP regime that applied until 31 December 2015 (see [Question 10](#)), an action (in ordinary proceedings) was fixed for hearing between 18 and 24 months following its filing. On average, a first instance court decision is issued eight to 12 months after the hearing, provided that the initial hearing is not adjourned (however, one adjournment was/is common). Each of the appellate and Supreme Court (if the case is brought before it) proceedings may last for around two years. Therefore, on average, it may take about eight years to litigate an action from start to finish (or more, if the Supreme Court annuls the appellate court's decision and the case is re-heard). These average timelines depend on the type and location of the court (see [Question 7](#)).

The CCP revisions introduced by Law 4335/2015 (in force from 1 January 2016) and Law 4842/2021 (in force from 1 January 2022) (see [Question 10](#)) were made with the objective to speed up first instance proceedings by holding a hearing around six to eight months after the filing of a lawsuit (Articles 215 and 237, CCP). However, this expedited time frame is not occurring in practice, and the current overall litigation time frame is quite similar to that under the previous regime, especially in Athens and other big cities.

## Settlements

18. Is it common for product liability actions to settle? Are there any rules or procedures that govern settlements (for example, for minors or class actions)?

There are no statistical data on the settlement of product liability actions. However, in practice, settlement is not common. The trend in using alternative dispute resolution (ADR) methods, and especially the introduction in 2019 of mandatory mediation for specified cases (including product liability claims) (see [Question 30](#)), will hopefully encourage settlement in the coming years.

There are specific rules and procedures governing settlements in the context of ADR. However, these are not extensively used in practice yet, such as:

- An intervention by a justice of the peace (Articles 209-214, CCP).
- Extra-judicial settlement between litigants (Article 214A, CCP).
- Judicial intervention regarding a request by the parties from nominated judges to mediate a case (Article 214B, CCP).
- A court's proposal to litigants to use mediation (Articles 116A and 214C, CCP).

A special court permission is needed when a minor waives any claims by settling them (Article 797, CCP and Articles 1526 and 1624, CC).

## **Class Actions/Representative Proceedings**

19. Are class actions, representative proceedings or co-ordinated proceedings available? If so, what are the basic requirements? Are they commonly used?

Class action proceedings are not available in Greece. However, the CPL include provisions on collective actions (Article 10(16) *et seq.*, CPL). A collective action is distinguished from an action where more claimants connected to each other are represented before the court by one or more of their co-claimants (Articles 480 *et seq.*, CC and Articles 74 *et seq.*, CCP). Collective actions can only be filed by consumers' associations with more than 500 active members that have been registered for at least one year to protect the general interests of consumers. A collective action can also be brought if the unlawful conduct harmed the interests of specific (at least 30) consumers. Commercial, industrial, craftsman, and professional chambers can also file collective actions, but only to claim compensation for moral harm.

By filing a collective action, a consumers' association can request:

- The cessation of the supplier's unlawful conduct.
- Monetary compensation for moral harm.
- Injunctive measures to secure consumers' demands for the cessation of the unlawful conduct or monetary satisfaction until an enforceable court decision is issued, including the temporary seizure of defective products.
- An acknowledgment (declaration) of the right to remedy the damage sustained by consumers due to the unlawful conduct in question.

Qualified entities of other EU member states, as defined in the Injunctions Directive (2009/22/EC), can also file collective actions. However, these cross-border collective actions can only be brought to stop infringements of consumer rights (that is, not to seek compensation for damages).



Qualified entities are included in a *list* published periodically by the European Commission (Article 4, Injunctions Directive).

Collective actions must be brought before the multi-member first instance court where the defendant resides or has its seat within six months of the last unlawful behaviour challenged. When a declaratory judgment is sought, the general five-year limitation period for tort claims applies.

The court's decision also binds (exceptionally) non-litigants. The final (*res judicata*) effect of a decision recognising (even partially) damages suffered by consumers can be enforced by any affected consumer, even if they did not participate in the specific trial. Any affected consumer can notify a claim to the producer once the decision at issue becomes irrevocable. If the consumer does not obtain compensation or settle with the producer within 30 days of making a claim, they can file a petition before the competent court asking for a judicial order against the producer, provided they show evidence of a liquidated claim and other general requirements are met. Collective actions that have been dismissed do not affect the right of other consumers to bring individual proceedings.

Collective actions are not commonly used in product liability disputes, but are frequently used to challenge abusive general terms and conditions (especially in credit financial and insurance agreements) as well as misleading advertising.

The 2018 revision of the CPL (see [Question 1](#) and [Question 30](#)) broadened the categories of entities that can subsidise consumers' associations, to include scientific organisations, foundations, entities pursuing social purposes, and recognised suppliers' associations (Article 10(6) and 10(8), CPL).

The implementation of the Representative Actions Directive ((EU) 2020/1828) will lead to changes to the legal regime described above. The deadline for implementation into national legislation is 25 December 2022 and the directive will enter into force on 25 June 2023.

The Online Intermediation Services Regulation ((EU) 2019/1150), which entered into force on 12 July 2020, also introduced a specific type of collective redress mechanism. Law 4753/2020 was enacted to supplement the Regulation and address relevant issues.

## Litigation Funding

20. Is litigation funding by third parties allowed? Is it common? Are contingency fee or no win no fee arrangements allowed?

Third-party litigation funding is not common in Greece, but not expressly prohibited by law.

Articles 194 to 204 of the CCP regulate public legal aid for persons who are unable to fund the cost of a trial without endangering their own or family's maintenance. In addition, Law 3226/2004 (as amended) on the provision of legal aid to low-income citizens, which implements Directive 2003/8/EC, enables low-income individuals to obtain legal aid in civil, commercial, and criminal

law cases (Article 3, Law 3226/2004). Different requirements and procedures apply to criminal cases and civil and commercial ones (Law 4689/2020).

Contingency fees, "no win, no fee" arrangements, and other conditional arrangements on lawyers' fees are allowed if:

- They are made in writing.
- The maximum fee does not exceed 20% of the value of the subject matter of litigation, or 30% if more than one lawyer is involved.

The Lawyers' Code contains detailed rules on these arrangements and the collection of legal fees (Article 60, Law 4194/2013).

## Remedies

21. What remedies are available to a successful party in a product liability claim?

Monetary compensation is available to a successful party in a civil claim (see [Question 22](#)).

Victims do not expect monetary compensation in criminal or administrative proceedings (see [Question 7](#)).

Additionally, in contract claims, the buyer can request any of the following:

- Repair or replacement of a defective product, at no additional charge.
- A reduction in the purchase price.
- Rescission of the contract.
- Compensation, under certain conditions.

(Articles 534-558, CC.)

22. How are damages calculated and are there limitations on them? Are punitive or exemplary damages available and in what circumstances?

The types of recoverable damages are:

- Damages caused by death or personal injury.
- Damage or destruction caused by a defective product to a consumer's property other than the defective product itself, including the right to use environmental goods, provided that:
  - the damage exceeds EUR500; and
  - the product was ordinarily intended, and actually used by the injured person, for their own private use or consumption.

(Article 6(6) and 6(7), CPL.)

Compensation for moral harm or mental distress can also be claimed (in the latter case by the family of a deceased victim).

In tort cases, the aggrieved party can claim full compensatory damages, including lost profit and moral damages (Articles 914 et seq. and Articles 297-299, CC). For personal injury, which includes bodily and health injury, compensation includes costs of hospitalisation, actual expenses and damages, and anything the aggrieved party will be deprived of in the future or will sustain as a result of increased expenses.

Punitive or exemplary damages are not available. Damages awards must correspond to the damages suffered or incurred by the injured party, as otherwise compensation may result in unjustified enrichment.

However, damages for moral harm awarded in collective claims are close to a pecuniary sentence (civil sanction) imposed on the producer (Article 10(16b), 10(20), CPL) (see [Question 19](#)). The revised CPL abolished the obligation to allocate 20% of moral damages awards to the General Consumers' Secretariat for the purpose of promoting consumers' protection policies (Article 10(22), CPL).

23. Is liability joint and several/how is liability apportioned, including where a partially responsible entity is not a party to the proceedings?

Two or more persons who are responsible for the same damage are jointly and severally liable to the injured consumer and have a right of recourse against each other in proportion to their contribution to the damage (Article 6(10), CPL). In tort, persons who contributed to the damage suffered or are responsible for the same damage are jointly and severally liable (Article 926, CC).

A claimant can bring an action against all or any of the persons they consider have contributed to their damage or sue one of them only. A defendant that pays the whole award can seek contribution from other responsible parties. A contribution claim can be brought in the same or in subsequent proceedings, subject to the applicable limitation period.

A responsible entity or person that is not a party to the proceedings initiated by a claimant can become a litigant if invited by any of the defendants to participate (Articles 86 *et seq.*, CCP).

## Product Safety

24. What are the main laws and regulations for product safety?

Product safety is regulated by:

- The Ministerial Decision on General Product Safety.
- Article 7 of the CPL.
- The Market Surveillance Regulation ((EU) 2019/1020), which fully entered into force on 16 July 2021.

This legislative framework supplements regulations that apply to specific product categories, such as toys, childcare products, machines, elevators, cosmetics, chemicals, vehicles, and so on.

A product is safe if, under normal or reasonably foreseeable conditions of use, including its expected lifespan, it:

- Does not present any risk.
- Presents minimum risks that are related to its use and considered acceptable to a high standard health and safety protection within specific parameters.

(Article 7(3), CPL and Article 3, Ministerial Decision on General Product Safety).

The GPSD is to be repealed by a Regulation set out in a proposal of the European Commission dated 30 June 2021.

25. Are there general regulators of product safety issues? Are there specific regulators for particular goods or services? Briefly outline their role and powers.

The General Secretariat of Commerce and Consumer Protection of the Ministry of Development and Investments (General Secretariat) is the main regulator of product safety issues. It consists of three departments that have the following specific duties:

- Consumer policy.
- Consumer protection.
- Technical control.

The responsibilities of the General Secretariat include:

- Developing consumer policy.
- Harmonising Greek legislation with EU law on issues of consumer protection.
- Monitoring national and foreign legislation.
- Exercising its legal powers.
- Handling consumers' complaints.
- Imposing administrative sanctions for violations of consumer protection legislation.
- Operating RAPEX (Rapid Exchange Information System).

(Presidential Decree 197/1997, as in force.)

Depending on the product, other regulatory authorities may be competent, such as:

- Various Directorates of Industrial Policy of the General Secretariat of Industry (Ministry of Development and Investments).
- The National Organisation for Medicines (EOF).
- The Hellenic Food Authority (EFET).

These authorities are listed by the Ministerial Decision on General Product Safety and can also be defined by other ministerial decisions (Article 7(11), CPL).

The regulators have broad powers to ensure that unsafe products do not remain on the market and can take any measures required for that purpose under the principle of public safety. EU legislation sets the basic legislative framework, including the Market Surveillance Regulation (see [Question 24](#)).

Within this framework, ministerial decisions can impose mandatory standards for certain products as well as monitoring procedures. Products that may present serious dangers to the safety and health of consumers when used in conditions that are normal or predictable can be recalled or withdrawn, as a precaution, by the competent authority. Ministerial decisions regulate the procedure, the terms and conditions of the recall, withdrawal, disposal, or destruction of products, and any other relevant issue. Affected producers can challenge these decisions before the competent Minister before bringing specific court proceedings. (Articles 7(6), 7(11), 7(11a), 7(12), 7(13), and 7(14), CPL.)

## Product Recall

26. Do rules or regulations specify when a product recall is required or how companies should make decisions regarding product recalls and other corrective actions? Are any criteria specified?

See [Question 25](#).

Generally, producers and distributors must take any measure and corrective action appropriate to eliminate possible hazards arising from the use of a defective product, as soon as they know of the defect. A defect can constitute a breach of the producer's general obligation to place safe products on the market (Article 7, CPL and Ministerial Decision on General Product Safety). Measures include warnings, instructions to consumers, invitations for servicing or updating products, and product recalls. A product recall must be regarded as a last resort when no other measure can eliminate the danger.

27. Are there mandatory advertising requirements for product recalls? Are there other rules governing how a product recall should be conducted?

There are no specific provisions on the advertising or conduct of product recalls. The relevant issues are covered by the general safety obligations of product producers and distributors (see [Question 25](#), [Question 26](#), and [Question 28](#)).

## Reporting

28. Is there a mandatory obligation to report dangerous products or safety issues to the regulatory authorities?

Any producer or distributor (who must co-operate with the producer) that becomes aware that any of its products presents dangers to consumers must notify the General Secretariat immediately and without delay, as well as any other competent authority depending on the type of product (see [Question 25](#)). The notification must be made on a form provided by the competent authority and must include:

- Information to identify the product.
- A complete description of the defect.
- Risk involved with the use of the product.
- Information to locate the products on the market.
- Description of the actions already taken by the producer and actions that can be taken by consumers to prevent any further risk.

No specific time frame applies.

Reporting to the competent authority does not release a producer from the obligation to take any appropriate measure in a timely manner and to properly inform consumers on a safety matter (see [Question 26](#)).

At the EU level, if a product is also marketed outside Greece, the procedure under the Rapid Exchange of Information System (RAPEX) can be followed. RAPEX allows fast, almost simultaneous, transfer of information within the EU on measures relating to dangerous products, such as repatriation or product recalls, whether carried out by national authorities or by voluntary action of manufacturers and distributors (see <https://joinup.ec.europa.eu/collection/rapex> and <https://ec.europa.eu/safety-gate/#/screen/home>). The EU Commission has issued guidelines for the management of RAPEX in its Implementing Decision (EU) 2019/417 of 8 November 2018. Specific procedures apply to food products and medicines.

Producers and distributors can also report dangerous products through the European Commission's [Product Safety Business Alert Gateway](#). Competent national authorities can use the information provided to submit a RAPEX notification if all criteria for this are met.

Commission Decision 2004/905/EC also sets out guidelines for the notification by producers and distributors of dangerous consumer products to the competent authorities (Annex, section 3, Commission Decision 2004/905/EC) in accordance with the GPSD (Article 5(3), GPSD).

Further, the European Commission has published a guide titled "Recall process from A to Z" dated 22 July 2021 that contains useful information on the applicable legal framework and the process to be followed by economic operators and market surveillance authorities (see <https://ec.europa.eu/safety-gate/#/screen/pages/effectiveRecalls>).

The notified authorities can request additional information, the submission of relevant documents or data, or order a producer to take measures within a specified deadline. Producers must inform the authorities of any ongoing research.

Subject to the provisions of the Criminal Code and the Rules Regulating the Market of Products and the Provision of Services (Law 4177/2013), producers and suppliers that fail to comply with their reporting obligations (or any other obligations imposed by the CPL) may be subject to the following administrative sanctions, which are imposed by a decision of the competent organ of the Ministry of Development and Investments, acting either *ex officio* or after a complaint filed:

- A recommendation to comply with their obligations within a specified deadline and an order to stop the infringement and refrain from it in the future.
- A fine of between EUR5,000 and EUR1.5 million. This can be increased to EUR3 million if, in the last five years, the same person has been subject to more than one decision imposing fines for breaches of the CPL (or of other laws referring to Article 13(a) of the CPL for the imposition of a fine).

To decide on the imposition of penalties, the Greek authorities can take into account the criteria listed in the CPL, including any sanctions imposed on the same infringer for the same breach in other EU member states, if relevant information is available in application of the Consumer Protection Cooperation Regulation ((EU) 2017/2394) (CPC Regulation).

Additionally, when imposing penalties under Article 21 of the CPC Regulation for "widespread infringements" or "widespread infringements with a Union dimension," the maximum fine can be up to:

- 4% of the infringer's annual turnover in the relevant EU member state(s).
- EUR5 million, if there is no information on the infringer's turnover.

The 2022 revision of the CPL abolished the penalty of temporary closure of the infringer's business for a period ranging from three months to one year.

A summary of any decision imposing a fine that exceeds EUR50,000 (or is imposed for a repeated infringement) is publicised by any appropriate means and is uploaded on the website of the Ministry of Development and Investments within five working days from its issue.

See Article 13a of the CPL, as amended by Law 4933/2022.





29. Is there a specific requirement to provide progress reports and/or keep the authorities updated about the progress of corrective actions? In practice, do authorities expect periodic update reports?

See [Question 28](#).

## Recent Trends and Reform

30. Are there any recent trends in product liability and safety law? Have there been any recent significant changes or important cases? Are there any legal or procedural issues that are attracting particular interest in your jurisdiction?

The CPL has been amended several times (see [Question 1](#)).

Amendments adopted in 2013 and 2015 introduced changes relating to the:

- Financing of consumer organisations.
- Sanctions that can be imposed for non-compliance with the CPL.
- Categorisation of complaints filed under the CPL.

(Articles 10, 13a and 13b, CPL.)

The CPL was extensively revised in 2018 by Law 4512/2018 and subsequently codified by Ministerial Decision No 5338 of 17 January 2018, with effect from 18 March 2018. Regarding product liability, this reform amended the definition of "consumer" (see [Question 1](#)). Other changes relate to the seller's guarantee (see [Question 6](#)) and the regulatory authorities and their duties (see [Question 25](#)).

The latest CPL revision of 2022 (by Law 4933/2022, effective from 20 May 2022), was adopted to implement the Enforcement and Modernisation Directive ((EU) 2019/2161). Regarding product liability, the main changes concern the general sanctions regime (Article 13a, CPL) (see [Question 28](#)).

The general trend towards increased protection of consumers' rights and sanctions for relevant breaches appears to be continuing.

ADR is also increasingly used instead of litigation, which part of a broader trend in Greek law. In this context, changes to the CCP were introduced between 2011 to 2015 to facilitate the settlement of disputes (see [Question 18](#)). Regarding mediation specifically:

- Law 3898/2010 implemented the Mediation Directive (2008/52/EC).
- Law 4512/2018 (Articles 178-206) introduced a set of extensive provisions on mediation, including mandatory mediation before litigation for certain disputes. However, the constitutionality of mandatory mediation was questioned by the Supreme Court and the relevant provisions did not come into force.
- Law 4640/2019 (as amended), which is the current mediation law, includes provisions on mandatory mediation in specified cases.

Consumer awareness appears to be rather low. Few consumer organisations remain active and their activities have been rather limited, focusing on challenging abusive general terms and conditions.

According to unofficial data, the General Secretariat made the following numbers of RAPEX (see [Question 25](#)) notifications in recent years: 14 in 2015, 50 in 2016, 18 in 2017, 23 in 2018, seven in 2019, 24 in 2020, two in 2021, and one in 2022 (January to July).

The fines imposed by the General Secretariat in relation to unsafe products in recent years have been around:

- EUR2.23 million in 2015.
- EUR1.94 million in 2016.
- EUR1.105 million in 2017.
- EUR0.405 million in 2018.
- EUR0.428 million in 2019.
- EUR0.518 million in 2020.
- EUR0.825 million in 2021.
- EUR0.309 million in 2022 (January to May).

31. Are there any proposals for reform and when are they likely to come into force?

See [Question 1](#) and [Question 30](#) for information on recent reforms.

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