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Expert Analysis Chapters

1 **An Update on Proposed Changes to the Product Liability Directive**
Dr Adela Williams & Tom Fox, Arnold & Porter

5 **On The Horizon: Navigating Climate Litigation, Consumer Class Actions and Tackling Dual-Quality Products**
Cécile Burgess, Elaine Barker & Rosalind Davies, Addleshaw Goddard LLP

11 **Food Products: Regulation and Risks**
Sarah-Jane Dobson, Samantha Silver, Emilie Civatte & Paula Margolis, Kennedys

19 **Collective Litigation in the Product Liability Space: The Evolving UK Landscape**
Jacqueline Harris & Mitchell Abbott, Pinsent Masons

Q&A Chapters

27 **Australia**
Clayton Utz: Colin Loveday & Andrew Morrison

38 **Brazil**
Mattos Engelberg Echenique Advogados: António José Dias Ribeiro da Rocha Frota, Leonardo Casaro Rianho, Fernando Medici Junior & Ubiratan Mattos

46 **China**
Hylands Law Firm: Yumin Wei & Shasha Zheng

51 **England & Wales**
Arnold & Porter: Dr Adela Williams & Tom Fox

66 **France**
Signature Litigation: Sylvie Gallage-Alwis

74 **Greece**
Bahas, Gramatidis & Partners: Dimitris Emvalomenos

85 **Hong Kong**
Deacons: Paul Kwan & Mandy Pang

94 **India**
AZB & Partners: Anind Thomas

104 **Japan**
Iwata Godo Law Offices: Shinya Tago, Landry Guesdon & Tomohiro Suzuki

115 **Malaysia**
Rahmat Lim & Partners: Kwong Chiew Ee

124 **Netherlands**
JPR Advocaten: Eva Schothorst-Gransier

132 **Norway**
CMS Kluge Advokatfirma AS: Ole André Oftebro, Hanne Olsen Kjellevold & Matias Apelseth

140 **Spain**
Faus Moliner: Xavier Moliner & Juan Martínez

150 **Switzerland**
Kellerhals Carrard: Laura Manz & Eliane Haas

159 **Taiwan**
Lee and Li, Attorneys-at-Law: Patrick Marros Chu & David Tien

168 **Turkey/Türkiye**
Akin Legal: Tansu Akin

176 **USA**
Faegre Drinker Biddle & Reath LLP: Teresa A. Griffin, Christine Kain & Jim Frederick

Greece

Bahas, Gramatidis & Partners

Dimitris Emvalomenos

1 Liability Systems

1.1 What systems of product liability are available (i.e. liability in respect of damage to persons or property resulting from the supply of products found to be defective or faulty)? Is liability fault based, or strict, or both? Does contractual liability play any role? Can liability be imposed for breach of statutory obligations e.g. consumer fraud statutes?

Law 2251/1994 on "Consumers' Protection" ("Consumers' Law"), which implemented European Union ("EU") Directive 85/374/EEC "on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products", as amended by Directive 99/34/EC ("PLD"), sets the main product liability rules in Greece (articles 6 and 7 of the Consumers' Law). The Consumers' Law has been amended several times, most recently by Laws 4933/2022, 4967/2022 and 5019/2023 (the latter reforming the collective redress landscape).

Moreover, Ministerial Decision Z3/2810/14.12.2004 ("MD") implemented Directive 2001/95/EC "on general product safety".

The Consumers' Law establishes a strict liability regime, i.e. not fault-based. Article 6, para. 1 of the Consumers' Law provides that "the producer shall be liable for any damage caused by a defect in his product". It follows that, in order for a producer to be held liable, the prerequisites are: (a) a product placed on the market by the producer is defective; (b) damage occurred; and (c) a causal link between the defect and the damage exists (established under the prevailing theory of "*causa adequata*"). However, this strict liability system does not preclude other liability systems from providing a consumer with greater protection in a specific case (article 14, para. 5 of the Consumers' Law). Such additional systems are:

- Contractual liability (articles 513 *ff.* of the Greek Civil Code ("GCC") on contracts of sale of goods, as in force following the transposition of Directive (EU) 2019/771 "on certain aspects concerning contracts for the sale of goods" (which, among others, repealed Directive 1999/44/EC), by Law 4967/2022 as of 9 September 2022: this liability system requires a contractual relationship between the parties where the buyer may not necessarily be a consumer. The seller is strictly (irrespective of his fault) liable for the lack of conformity of the sold product with the sales contract at the time the risk passes to the buyer, as such conformity is defined by the law. The knowledge of the buyer releases the seller from liability under conditions, together with other reasons for such a release provided by law (especially articles 534-540 of GCC; see also question 6.2 below).
- Tortious liability (esp. articles 914, 925 and 932, together with articles 281 and 288 of GCC): although the claimant must establish the defendant's fault in tort claims, case law reverses the burden of such proof in favour of the claimant-consumer, based on the "theory of spheres", thus obliging the defendant to prove absence of fault in order to be released from liability.
- Criminal liability: derived from the Greek Criminal Code and Law 4177/2013 (Rules Regulating the Market of Products and the Provision of Services) (article 13a, para. 2 of the Consumers' Law).

1.2 Does the state operate any special liability regimes or compensation schemes for particular products e.g. medicinal products or vaccines?

No, it does not, although sectoral regulation exists on a variety of products, such as medicinal ones; see also question 1.4 below.

1.3 Who bears responsibility for the fault/defect? The manufacturer, the importer, the distributor, the "retail" supplier or all of these?

Article 6, paras 2–4 of the Consumers' Law provides that the "producer", who bears responsibility for the defect, is the manufacturer of a finished product or of any raw material or component, as well as any other person who presents himself as a producer by putting his name, trademark or other distinguishing feature on the product. Moreover, any person who imports (within the EU) a product for sale, leasing or hire, or any form of distribution, can be responsible as a producer.

Where the producer of the product cannot be identified, each supplier of the product is treated as its producer, unless they provide the injured person with information on the identity of the producer or of the person who supplied them with the product. The same applies to the supplier of imported products when the importer's identity is unknown, even if the producer's identity is known.

1.4 May a regulatory authority be found liable in respect of a defective/faulty product? If so, in what circumstances?

The potential liability of a regulatory authority falls within the legal frame of the state's and state entities' liability (articles

104–106 of GCC's Introductory Law). It requires an unlawful act or omission at the exercise of the state's (or state entity's) duties, and is regulated by the general provisions of GCC regarding legal entities; a non-liability exception applies where a general public interest supersedes. Joint liability of the state/state entity and the particular person who acted in breach of the law is established.

1.5 In what circumstances is there an obligation to recall products, and in what way may a claim for failure to recall be brought?

According to article 7 of the Consumers' Law and article 3 of the MD, producers are obliged only to place safe products on the market. Accordingly, producers must provide consumers with the relevant information to enable them to assess the product's risks throughout the normal or reasonably foreseeable period of the product's use. Producers must also take any action needed in order to avoid these risks, as well as taking any appropriate preventive and corrective action (such as a recall of the product), depending on the specific circumstances. Based on the above, a claim for failure to recall may be brought on the grounds of the producer's negligence to act accordingly.

1.6 Do criminal sanctions apply to the supply of defective products?

Yes (see question 1.1 above).

2 Causation

2.1 Who has the burden of proving fault/defect and damage?

The plaintiff-consumer has to prove the defect, the damage and their causal link, and proof of fault is not needed; whereas, when a plaintiff sues in tort, as a rule they must prove the defendant's fault. However, case law and theory hold that the burden of proof may be reversed if the plaintiff would otherwise be unable to prove the defendant's culpable conduct. This is held when the fact to be proven lies in the exclusive sphere of the defendant's influence, and the plaintiff is unable to gain access in order to meet his burden-of-proof obligations; in such a case, the defendant is required to prove that he was not responsible for the occurrence of the injurious fact. The reversal is applied under the case law primarily for consumers' claims (see question 1.1 above).

It should be noted that before the 2018 revision of the Consumers' Law (see question 8.2, section A), the definition of "consumer" was extremely broad, including any natural or legal person or entity without legal personality that was the end recipient and user of products or services, as well as any guarantor in favour of a "consumer" (but not for a business activity) (previous article 1, para. 4a of the Consumers' Law); moreover, such definition had been further expanded by case law to cover persons that used the products or services not only for private use but also for business use. As of 18 March 2018, this extended definition was narrowed, and "consumer" is now considered any natural person acting for purposes not falling within a commercial, business, handcraft or freelance activity (new article 1a, para. 1 of the Consumers' Law).

2.2 What test is applied for proof of causation? Is it enough for the claimant to show that the defendant wrongly exposed the claimant to an increased risk of a type of injury known to be associated with the product, even if it cannot be proved by the claimant that the injury would not have arisen without such exposure? Is it necessary to prove that the product to which the claimant was exposed has actually malfunctioned and caused injury, or is it sufficient that all the products or the batch to which the claimant was exposed carry an increased, but unpredictable, risk of malfunction?

It is not enough for the claimant to generally allege that the defendant wrongly exposed the claimant to an increased risk of injury. A direct connection between the injury caused and the specific defect has to be established by the claimant. As per current case law, it is necessary to prove that the product to which the claimant was exposed has actually malfunctioned and caused the claimant's injury.

2.3 What is the legal position if it cannot be established which of several possible producers manufactured the defective product? Does any form of market-share liability apply?

By law, where more than one person is responsible for the same damage, their liability towards the person injured is joint and several, whereas they have a recourse right against each other based on their contribution to the damage, as a matter of proof (article 6, para. 10 of the Consumers' Law and article 926 of GCC).

2.4 Does a failure to warn give rise to liability and, if so, in what circumstances? What information, advice and warnings are taken into account: only information provided directly to the injured party, or also information supplied to an intermediary in the chain of supply between the manufacturer and consumer? Does it make any difference to the answer if the product can only be obtained through the intermediary who owes a separate obligation to assess the suitability of the product for the particular consumer, e.g. a surgeon using a temporary or permanent medical device, a doctor prescribing a medicine or a pharmacist recommending a medicine? Is there any principle of "learned intermediary" under your law pursuant to which the supply of information to the learned intermediary discharges the duty owed by the manufacturer to the ultimate consumer to make available appropriate product information?

The producer must provide adequate warnings for the risk evaluation of the specific product, and failure to do this may result in his liability; not only civil, but also administrative and criminal (article 7 of the Consumers' Law and MD). The learned intermediary doctrine, although not provided for by law, may work in a particular case by taking into account all the circumstances as a defence to manufacturers of medicines and medical devices towards discharge from their duty of care to patients, if they can demonstrate having provided warnings to prescribing physicians.

However, in cases where the use of the product, even according to the producer's guidance, bears a danger for the consumer, this fact needs to be clearly brought to the consumer's attention by the producer. Failure to warn is seen to have caused the damage only when it is fully proven that the use of the product according to the producer's guidelines would have prevented the damage. Also, any intermediaries (e.g. doctors) have their own and

separate obligations to consumers under the service liability rules (article 8 of the Consumers' Law). In any event, a producer's liability is not reduced where third parties are co-liable (article 6, para. 11 of the Consumers' Law).

3 Defences and Estoppel

3.1 What defences, if any, are available?

The producer may be relieved from liability if he proves that: (a) he did not place the product on the market; (b) when he manufactured the product, he had no intention whatsoever of putting it into circulation; (c) at the time the product was placed on the market the defect did not exist; (d) the defect was caused by the fact that the product was manufactured in a way from which a derogation was not permitted (subject to mandatory regulation); or (e) when the product was placed on the market, the applicable scientific and technological rules at that time prevented the defect from being discovered (the so-called *state-of-the-art* defence).

3.2 Is there a state of the art/development risk defence? Is there a defence if the fault/defect in the product was not discoverable given the state of scientific and technical knowledge at the time of supply? If there is such a defence, is it for the claimant to prove that the fault/defect was discoverable or is it for the manufacturer to prove that it was not?

There is a state-of-the-art defence, as noted above under question 3.1 (point e), and it is for the manufacturer to prove that the fault/defect was not discoverable.

3.3 Is it a defence for the manufacturer to show that he complied with regulatory and/or statutory requirements relating to the development, manufacture, licensing, marketing and supply of the product?

Yes, as noted above under question 3.1 (point d). In particular, two opinions were expressed on this, namely: (a) the manufacture of a product according to the applicable scientific and regulatory safety requirements is one of the factors determining its expected safety level, although the producer's observance of the set safety requirements does not necessarily mean that the product is not defective, rather, it simply indicates a lack of defect, which must be proven by the producer (this is followed by the current jurisprudence); and (b) the producer's conformity with the applicable safety specifications leads to the assumption that the product lacks defectiveness and the damaged consumer must argue against it.

3.4 Can claimants re-litigate issues of fault, defect or the capability of a product to cause a certain type of damage, provided they arise in separate proceedings brought by a different claimant, or does some form of issue estoppel prevent this?

Greek courts' final decisions which may not be challenged through appellate proceedings are: (a) irrevocable; and (b) have a *res judicata* effect, but only among the litigants, only for the right that was tried, and provided that the same historical and legal cause applies. In that respect, re-litigation by other claimants is possible.

The above rule is differentiated where a court's decision is issued following a collective lawsuit per the legal regime applicable until 25 June 2023. In such a case, the decision issued has an *erga omnes* effect, namely towards non-litigants as well, this being a very special characteristic under Greek law. In particular, the *res judicata* effect of a declaratory decision issued on a collective claim, recognising the recovery right for damages suffered by the consumers due to an unlawful behaviour, favours any such consumers damaged, even if they did not participate in the relevant trial. As a result, once such a decision becomes irrevocable, any damaged consumer may notify his claim to the producer. In a case where the producer does not compensate the consumer at issue within 30 days, the latter may file a petition before the competent court asking for a judicial order to be issued against the producer. Further, individual consumers' rights are not affected by the collective pursuance of a claim, nor by a decision rejecting a collective claim (article 10, paras 16 and 20 of the Consumers' Law; see also question 4.4 below).

Under the new regime of the representative actions, as of 26 June 2023 (see question 4.4 below):

(a) a final decision of a Greek court or another EU court or competent authority on the existence of an infringement harming collective interest of the consumers can be used by any plaintiff as evidence (based on the general rules on evidence) in the context of any other lawsuit before a Greek court claiming a redress measure against the same supplier for the same practice, subject to the provisions on *res judicata*;

(b) a court decision issued on a representative action to cease or prohibit an allegedly unlawful practice has an *erga omnes* effect, namely towards non-litigants as well; and

(c) the irrevocable court decision ordering a redress measure favours individual consumers who had not explicitly expressed their wish to be represented (no tacit representation is possible); such consumers may notify their claim to the supplier within the time period fixed by the court and, following the lapse of 30 days, they may resort to the General Secretariat of Trade which requests the supplier's compliance with a five-day period, otherwise it may impose on them the provided sanctions (new articles 10k & 10l of the Consumers' Law).

3.5 Can defendants claim that the fault/defect was due to the actions of a third party and seek a contribution or indemnity towards any damages payable to the claimant, either in the same proceedings or in subsequent proceedings? If it is possible to bring subsequent proceedings, is there a time limit on commencing such proceedings?

The producer's liability cannot be limited due to the fact that a third party is also liable (see question 2.4 above), but the producer has a right of recourse in such a case, which may be pursued as long as it does not become time-barred.

3.6 Can defendants allege that the claimant's actions caused or contributed towards the damage?

A producer's liability can be limited or abolished in cases where the damaged consumer's contributory negligence may be proven.

3.7 Are there any examples in your jurisdiction of legislation providing exemptions from product liability in respect of products produced and/or deployed in the context of a public health emergency?

There are no such examples to note.

4 Procedure

4.1 In the case of court proceedings, is the trial by a judge or a jury?

Private law disputes, including product liability claims, are tried exclusively by civil courts and only by one to three judges, depending on the amount of the dispute. As a rule, justices of the peace are competent to examine: claims valued up to €20,000; for one-member first-instance courts, claims between €20,000 and €250,000; and for three-member first-instance courts, claims exceeding €250,000 (articles 14 and 18 of the Greek Code of Civil Procedure – "GCCP"). Collective claims are subject to the exclusive competence of the three-member first instance courts (article 10, para. 19 and new article 10l, para. 1 of the Consumers' Law; see also questions 3.4 and 4.4).

4.2 Does the court have power to appoint technical specialists to sit with the judge and assess the evidence presented by the parties (i.e. expert assessors)?

Yes; if the court finds that the issues to be proven require special scientific qualifications, it may appoint one or more experts (articles 368–392 of GCCP; see also question 4.10 below).

4.3 Is there a specific group or class action procedure for multiple claims? If so, please outline this. Is the procedure 'opt-in' or 'opt-out'? Who can bring such claims e.g. individuals and/or groups? Are such claims commonly brought?

Class action procedures for multiple claims brought by a number of plaintiffs do not exist in Greece, but there are provisions regarding collective actions as analysed herein (see, e.g., questions 3.4 and 4.4).

4.4 Can claims be brought by a representative body on behalf of a number of claimants e.g. by a consumer association?

(A) Per the legal frame applicable until 25 June 2023, consumer associations meeting the prerequisites specified in the Consumers' Law may file "collective lawsuits" for the protection either of the general consumers' interests or the interests of specific (at least 30) consumers. Chambers may also file collective lawsuits, however, only when claiming moral harm compensation (article 10, paras 16 *ff.*; see question 6.1 below). A collective lawsuit is distinguished from a common one, where several claimants connected to each other by a specific object of the trial are represented before the court by one or more of their co-claimants.

Qualified entities ("QE"s) of other EU Member States within the frame of Directive 2009/22/EC "on injunctions for the protection of consumers' interests", which are included in the relevant list published periodically by the European Commission (Article 4 of the Directive), may also file collective lawsuits in Greece. However, such cross-border collective lawsuits may regard only the quashing of and abstention from an unlawful act; thus, they do not entail any compensation for damages.

(B) As of 26 June 2023, the above current legal landscape will change following the transposition of Directive (EU) 2020/1828 "on representative actions" ("RAD"), which was made by Law 5019/2023 ("Law 5019"). Law 5019 modified Consumers' Law by replacing the provisions on collective lawsuits (old article 10) and providing for the issue of numerous Ministerial Decisions which will specify various aspects of the new regulation (article 14).

Representative actions may be only filed by QEs: either Greek ones, being consumer associations which meet the legal prerequisites and are registered with a special registrar to be kept with the General Secretariat of Trade of the Ministry of Development and Investments, or bodies registered as QEs in other EU states. A Greek QE must prove that it has a minimum 12-month actual public activity in favour to the consumers' interests to be qualified as such, among other criteria imposed by Law 5019. Assessment of whether a Greek QE meets the set criteria will be made at least every two years by a special committee formed at the General Secretary of Trade.

Representative actions may regard injunctive and/or redress measures, they may only be brought before a court and, apart from few exceptions, RAD is followed on the content, proceedings and effect thereof, with needed adaptation to the Greek legal frame (new articles 10a – 10r of the Consumers' Law; see also questions 6.1 and 6.4 below).

(C) Further, a special type of collective redress was enacted within the frame of Regulation (EU) 2019/1150 regarding online intermediation (platform-to-business services), applicable from 12 July 2020. In brief, organisations/associations representing business users or corporate website users, and public bodies assigned with such a task, as same entities/bodies and users are defined in the Regulation (articles 14 and 2, respectively), may take judicial actions against the providers of online intermediation services or online search engines to stop or prohibit non-compliance with their obligations. Law 4753/2020 was enacted to supplement the application of the above regulation and includes provisions on aspects such as: the prescription period; the competent courts and kind of proceedings followed, including injunctive measures; a special registrar set up for those entities/bodies; the supervisory authority; the sanctions that may be imposed, etc. (articles 1–7).

4.5 May lawyers or representative bodies advertise for claims and, if so, does this occur frequently? Does advertising materially affect the number or type of claims brought in your jurisdiction?

Lawyers may not advertise for claims in any case. Representative bodies may do so, provided their public announcements are true, accurate and not misleading; otherwise administrative sanctions may be imposed on them and may result in their deletion from the registry of consumer associations (article 10, paras 26–28 of the Consumers' Law). However, such advertising occurs relatively rarely and does not materially affect relevant claims that are brought.

4.6 How long does it normally take to get to trial?

Under the legal regime in effect up to 31 December 2015, on average, a hearing for an action under ordinary proceedings was fixed between approximately 18 and 24 months following its filing, and the decision was issued six to eight months after the hearing, provided that the initial hearing was not adjourned (one adjournment being common practice). The aforementioned average times very much depended on the type of court (see question 4.1 above) and the place where it was located.

To speed up proceedings, a new law was introduced in 2015 (Law 4335), which came into force on 1 January 2016. Under that regime, the hearing was supposed to take place around six to seven months after the filing of a lawsuit (articles 215 and 237 of GCCP, as then in force); however, that timeframe has, in practice, been prolonged significantly, especially in the courts of large cities. Another attempt was therefore made through a set of new procedural rules that were enacted and apply as of 1 January 2022, with extensive amendments made to GCCP (by Law 4842/2021), aimed at expediting proceedings, which, unfortunately, has not been the case thus far especially in the courts of large cities.

4.7 Can the court try preliminary issues, the results of which determine whether the remainder of the trial should proceed? If it can, do such issues relate only to matters of law or can they relate to issues of fact as well, and if there is trial by jury, by whom are preliminary issues decided?

No, there are no separate proceedings specifically for preliminary issues, such as on the court's jurisdiction or competence; these are dealt with at the time of the main trial through either the ordinary or injunction proceedings. However, where the court considers it important to be informed on foreign law or on specific scientific/technical matters, it may issue an interim order thereon.

4.8 What appeal options are available?

Every definite judgment issued by a first instance court may be contested before the Appellate Court. An appeal can be filed not only by the defeated party, but also by the successful party whose allegations were partially accepted by the court. Further, a cassation before the Supreme Court may be filed against Appellate Court decisions.

4.9 Does the court appoint experts to assist it in considering technical issues and, if not, may the parties present expert evidence? Are there any restrictions on the nature or extent of that evidence?

As stated above under question 4.2, the court may appoint experts to assist it in considering technical issues. The expert(s) may take knowledge from the information in the case file and/or request clarifications from the parties or third parties. The parties are also entitled to appoint one technical advisor each, who reads the expert report, submits his opinion and raises relevant questions to the court expert. The opinion of the court-appointed expert is not binding on the court. Additionally, the parties may submit to the court an unlimited number of expert/technical reports supporting their allegations. In practice, the reports of party-appointed experts are of lesser evidentiary value than those of the court-appointed ones.

4.10 Are factual or expert witnesses required to present themselves for pre-trial deposition and are witness statements/expert reports exchanged prior to trial?

Factual or expert witnesses appointed by the parties may, instead of giving oral evidence before the court, give sworn depositions before a justice of the peace, a notary public, a lawyer (but not the litigants' lawyer) or, if outside Greece, a Greek consular authority. The opponent must be summoned to such depositions two working days in advance, and is entitled to obtain a copy prior to trial. Non-compliance with the procedural requirements renders the deposition inadmissible. Various procedural requirements in the taking of depositions apply; as of 1 January 2022 (Law 4842/2021), the number of depositions allowed is up to three per litigant and up to two for rebutting the opponent's depositions (articles 421–424 of GCCP).

Court-appointed experts (see also question 4.2 above) have to submit their reports at the time ordered by the court, adjourning the hearing for that purpose.

4.11 What obligations to disclose documentary evidence arise either before court proceedings are commenced or as part of the pre-trial procedures?

There are no pre-trial discovery proceedings. Each litigant has to disclose all documents supporting his case (unless he has a serious reason not to) by the filing of his submissions at the specified time, depending on the court and kind of proceedings. The general principles of good faith, *bonos mores*, and honest conduct apply (especially articles 116 and 450 of GCCP). A litigant may request the court to order the disclosure of documents in the possession of his opponent or a third party under certain conditions (articles 450 *ff.* of GCCP and 901–903 of GCC).

4.12 Are alternative methods of dispute resolution required to be pursued first or available as an alternative to litigation e.g. mediation, arbitration?

Parties may choose (but, as a rule, are not obliged to opt for) mediation or arbitration as the means for resolving their disputes, even for actions pending before the court. Also, before initiating actions, they may voluntarily address the competent justice of the peace, asking for the latter's intervention in order for the dispute to be settled at an early stage (with very limited applicability) or recourse to the permanent judicial mediation mechanism existing at the first instance and appellate courts (see further question 6.6 below). Mandatory mediation was introduced for the first time in Greece and for certain disputes (although not including product liability/safety claims), initially by Law 4512/2018 and subsequently by Law 4640/2019 (see question 8.2, section B).

Further, the 2013 EU legislation on alternative dispute resolution ("ADR") also applies to Greece; specifically, Ministerial Decision 70330/30.6.2015, which implemented Directive 2013/11/EU "on alternative dispute resolution for consumer disputes", and set supplementary rules for the application of the Online Dispute Resolution Regulation 524/2013. Registered ADR entities within the abovementioned framework are: (a) the Hellenic Consumers' Ombudsman, being the key ADR authority for consumers and all sectors (https://ww.synigoroskatanaloti.gr); (b) the (sectoral) Hellenic Financial Ombudsman – Non-profit ADR Organisation ("HFO ADRO", formerly HOBIS; https://www.hobis.gr), also part of the European Financial Dispute Resolution Network ("FIN-NET") for credit/financial cross-border disputes; (c) the Alternative Dispute Resolution Centre ("ADR POINT"; https://www.adrpoint.gr); (d) the European Institute for Conflict Resolution (https://www.europeanresolution.com); and (e) the Institute for Alternative Dispute Resolution ("StartADR"; https://www.startadr.org), all of which are private organisations. An EU Commission proposal on the revision of the above ADR Directive and the ODR Regulation is expected within 2023.

Various other bodies/authorities exist for ADR, and these have increased in number continuously in recent years. They include indicatively:

(i) the Greek Ombudsman (in Greek, the Citizen Ombudsman; Law 2477/1997), which deals with disputes between citizens (in general) on the one hand and public authorities, public entities, utilities municipalities on the other hand;
(ii) out-of-court redress for the settlement of disputes between customers and insurance distributors, which is managed in Greece by the above registered ADR entities (Law 4583/2018, which implemented Directive 2016/97/EC);
(iii) the Mediation and Arbitration Organisation (in Greek, "OMED") for collective labour disputes (Law 1876/1990; however, following its amendment by Law 4635/2019, no sanction is provided for a mediation refusal);
(iv) the Labour Inspectorate (in Greek, "SEPE") for the settlement of individual labour disputes (Laws 3996/2011 and 4808/2021);
(v) the Committee dealing with infringements of IP and related rights on the internet (in Greek, "EDPPI"; Law 2121/1993 as in force after Law 4708/2020);
(vi) the Hellenic Copyright Organization (in Greek, "OPI") for a variety of disputes regarding IP and related rights (Law 2121/1993 as in force after Law 4996/2022; due to the Law's ambiguous wording it is currently unclear whether the procedure for certain disputes will be mediation or another form of ADR);
(vii) the Committee for the extra-judicial settlement of taxation disputes (Ministerial Decision 127519/2020); and
(viii) the police and port mediators with duties related to public open-air assemblies (Law 4703/2020). The long-standing Committees for Friendly Settlement of consumer disputes, which were seated in and managed by the regional authorities, were repealed by Law 5019/2023, with effect as from 26 June 2023.

At the EU level, it is worth mentioning:

(i) the European Consumer Centre of Greece, supported by the Hellenic Consumers' Ombudsman, regarding transboundary EU ADR (https://commission.europa.eu/live-work-travel-eu/...; https://eccgreece.gr);
(ii) SOLVIT, the free-of-charge and mainly online service provided by the national administration in each EU country and in Iceland, Liechtenstein and Norway, regarding the breach of citizens' and businesses' EU rights by public authorities in another EU country and aiming to find a solution within 10 weeks from the time the case is taken on by the SOLVIT centre where the problem occurred, in Greece supervised by the Ministry of Finance (https://ec.europa.eu/solvit/index_en.htm); and
(iii) the European Ombudsman examining complaints by any EU citizen or legal person concerning alleged maladministration in the activities of the EU organs, with the exception of the EU Court of Justice (https://www.ombudsman.europa.eu).

Lastly, it should be noted that among the lawyers' duties, mediation and ADR in general for the settlement of disputes is expressly provided for by the Lawyers' Code (esp. articles 35, para. 3, 36, para. 1 and 130 of Law 4194/2013, as in force) and Lawyers' Code of Ethics (articles 7.b and 32.a).

4.13 In what factual circumstances can persons that are not domiciled in your jurisdiction be brought within the jurisdiction of your courts either as a defendant or as a claimant?

As a rule, any person, either Greek or non-Greek, is subject to a Greek court's jurisdiction, thus he may sue or be sued, provided a Greek court is locally competent to try the case (article 3 of GCCP). Such competence is determined by a rather detailed categorisation; among the various legal bases and regarding a tortious act, the one regarding the place where the event that caused the damage either took place or is to occur establishes the competence, and thus the jurisdiction, of a Greek court (articles 22 *ff.* and especially article 35 of GCCP). At the EU level, one may also mention Regulation 1215/2012 "on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters" (ex-Regulation 44/2001/"Brussels I"), as in force (recast text), as this is also applicable to Greece.

5 Time Limits

5.1 Are there any time limits on bringing or issuing proceedings?

Yes (see question 5.2 below).

5.2 If so, please explain what these are. Do they vary depending on whether the liability is fault based or strict? Does the age or condition of the claimant affect the calculation of any time limits and does the court have a discretion to disapply time limits?

For strict liability and according to article 6, para. 13 of the Consumers' Law, a three-year prescription period applies to proceedings for the recovery of damages, while the right to initiate proceedings against the producer is extinguished upon the expiry of a 10-year period from the date the producer put the product into circulation. The age or condition of the claimant does not affect the calculation of the time limits, while the court may not disapply time limits. Prescription periods must be properly invoked by the litigants, contrary to a time-limitation which is taken into account by courts *ex officio* (articles 277 and 280 of GCC).

Regarding a collective lawsuit, until 25 June 2023, this must be brought within six months from the last unlawful behaviour challenged, unless the mere recognition by the court that an unlawful act has taken place is sought, where the general five-year prescription period for torts applies (article 10, para. 18 of the Consumers' Law). As of 26 June 2023, a special one-year prescription period is provided for representative actions seeking injunctive measures, commencing on the last unlawful behaviour challenged, provided the same was known to the average consumer (new article 10l, para. 2 of the Consumers' Law),

For a claim in tort, a general five-year prescription period applies, whereas the claim is in any case extinguished 20 years from the date of the tortious act (article 937 of GCC).

Contractual liability claims under a contract of sale of goods for lack of conformity are prescribed after five years for immovable property, two years for movables and, in case of continuous supply of digital elements, six months from the end of the contractual term. Further detailed regulation applies (articles 554–558 of GCC).

5.3 To what extent, if at all, do issues of concealment or fraud affect the running of any time limit?

The Consumers' Law does not contain any specific provisions for this scenario. Article 6, para. 13 sets, as the starting point from which the time limitation runs, the day on which the plaintiff became aware or should have become aware of the damage,

the defect, and the identity of the producer. Regarding knowledge of the damage, it is not required for the plaintiff to be informed of the individual damage, knowledge of the possibility of a forthcoming loss-making result is enough. Knowledge of the defect includes the circumstances from which it results that the use of the product does not meet the consumer's safety expectations. Furthermore, the consumer needs to be in a position to know that the damage is the result of a specific defect of the product.

Under the provisions on contracts for the sale of goods, concealment or fraud by the seller precludes him from invoking prescription (article 557 of GCC).

6 Remedies

6.1 What remedies are available e.g. monetary compensation, injunctive/declaratory relief?

Monetary compensation under civil proceedings is available to the victim (see question 6.2 below). Criminal or administrative proceedings, which it is also possible to pursue, are not aimed at compensating the victim.

Especially regarding a collective lawsuit under the legal regime in force until 25 June 2023, consumers' associations may ask: (a) that a producer abstain from unlawful behaviour even before it occurs; (b) for the recall, seizure (as injunctive measures) or even destruction of the defective products; (c) for moral damages; and (d) that the court recognise consumers' right to restore the damage caused to them by the producer's unlawful behaviour. Chambers filing a collective lawsuit may only claim moral harm compensation (article 10, paras 16 and 24 of the Consumers' Law).

As of 26 June 2023 and per the provisions of RAD, a QE may pursue injunctive and/or redress measures, namely and respectively aiming to cease or prohibit an illegal practice and/or to seek remedies, such as compensation or moral harm, repair, replacement, price reduction, contract termination of reimbursement of the price paid (new articles 10i, 10j and 10k of the Consumers' Law; see question 4.4 above).

6.2 What types of damage are recoverable e.g. damage to the product itself, bodily injury, mental damage, damage to property?

According to article 6, paras 6 and 7 of the Consumers' Law, the types of damage that are recoverable are: (a) damages caused by death or by personal injury to anyone; and (b) damage or destruction caused by the defective product to any consumer's asset other than the defective product itself, including the right to use environmental goods, provided that (i) the damage exceeds €500, and (ii) the product was ordinarily intended for and actually used by the injured person for his own private use or consumption. Compensation for moral harm or mental distress (to the family of the deceased) may also be claimed.

Under a claim in tort, full damages may be recoverable. Moral harm or mental distress to the family of the deceased may be also claimed, although the award of them falls within the court's discretion as a rule (articles 914 ff. and 932 of GCC).

Lastly, under contractual liability (sale of goods), the buyer may request: (a) the repair or replacement of the defective product; (b) a reduction of the consideration; (c) rescission of the contract; and/or (d) compensation, under conditions (especially articles 542–547 of GCC; see also question 1.1 above).

6.3 Can damages be recovered in respect of the cost of medical monitoring (e.g. covering the cost of investigations or tests) in circumstances where the product has not yet malfunctioned and caused injury, but it may do so in future?

A causal link is always required between the defect and the damage in order for the producer to be held liable. So, in cases where the product has not yet malfunctioned and caused injury, there is an absence of this condition. If the product malfunctions in the future, medical monitoring costs may be recovered provided actual damage suffered by the consumer is proven.

6.4 Are punitive damages recoverable? If so, are there any restrictions?

No. However, under the legal regime of collective lawsuits until 25 June 2023, the way the amount for moral damages is calculated and awarded, as well as the effect of the relevant decision, bring it closer to a pecuniary sentence: a so-called "civil sanction" imposed on the producer. Moral harm as a result of a collective lawsuit may be awarded only once for the same breach of law (article 10, paras 16.b, 20 and 22 of the Consumers' Law; see questions 3.4 and 6.1 above). It should be noted that by a revision of 2018 (see question 8.2, section A), the obligation to allocate 20% of the moral damages awarded to the General Consumers' Secretariat so that same are invested for the promotion of policies regarding consumer protection was abolished.

As of 26 June 2023, a representative action for injunctive measures brought in Greece by a Greek QE may include an additional claim for compensation as civil sanction, which may be awarded only once for the infringing practice challenged. The law lists indicatively the criteria to be taken into account for the calculation of such compensation, including the seriousness of the illegal practice and the turnover of the supplier sued (new article 10j, para. 4 of the Consumers' Law).

6.5 Is there a maximum limit on the damages recoverable from one manufacturer e.g. for a series of claims arising from one incident or accident?

No, there is not.

6.6 Do special rules apply to the settlement of claims/proceedings e.g. is court approval required for the settlement of group/class actions, or claims by infants, or otherwise?

Yes, although they are rarely applied by the interested parties. An option is a party's referral to a justice of the peace, prior to the filing of a lawsuit, for the latter's intervention in order to try and obtain a settlement (articles 209–214 of GCCP). Another option is a settlement between litigants until the issuance of a final decision and provided the substantive law requirements (see below) for the same are met; such settlement may or may not be certified by the court, as per the litigants' choice (article 214A of GCCP). Another alternative introduced in 2012 and titled "judicial intervention" is in fact an extension of the above-mentioned justice of the peace intervention and provides for a permanent mechanism to be set up in each first instance and appellate court, where nominated judges may assist the parties in dispute to reach a settlement, if the same ask for it at any time before or after *lis pendens* (article 214B of GCCP).

Additionally, the court may propose that litigants have recourse to mediation and, if accepted by them, the hearing of the case is adjourned for three to six months. This falls within the general duty of the court to encourage the extra-judicial settlement of the dispute brought before it at any stage of the proceedings, by any means, such as by mediation (articles 214C and 116A of GCCP in force as from 1 January 2016, as amended by Law 4640/2019; see question 8.2, section B).

On substance, the out-of-court settlement is characterised as a typical civil contract where the parties need: (a) to conform to *bonos mores* or public policy/order in general; (b) to be capable of entering into contracts; and (c) to be legitimately represented (in the case of companies, by their legal representatives; and in the case of minors, by their parents or the person who has the power to represent them). Special permission needs to be granted by the court in cases where a minor waives any claims by settling them (article 797 of GCCP and articles 1526 and 1624 of GCC).

As of 26 June 2023, when the provisions of RAD will come in force, the possibility of settlement of a representative action for redress measures will also apply. The settlement has to be proposed jointly by the litigants, namely the QE and the supplier sued, to the court, and it is subject to the latter's approval. Individual consumers concerned by the representative action and the approved settlement may accept or refuse to be bound according to the procedure and within the time specified by a ministerial decision (new articles 10m and 14, para. 4h of the Consumers' Law; see also question 4.4 above).

6.7 Can Government authorities concerned with health and social security matters claim from any damages awarded or settlements paid to the claimant without admission of liability reimbursement of treatment costs, unemployment benefits or other costs paid by the authorities to the claimant in respect of the injury allegedly caused by the product? If so, who has responsibility for the repayment of such sums?

Yes, they can initiate proceedings against the claimant for recovery, but only in the case that the claimant received the amount of damages awarded or settlement paid by committing fraud against the state.

7 Costs / Funding

7.1 Can the successful party recover: (a) court fees or other incidental expenses; (b) their own legal costs of bringing the proceedings, from the losing party?

The loser-pays rule applies. Court expenses are "only the court and out-of-court expenses that were necessary for the trial" and, in particular, include: (a) stamp duties; (b) judicial revenue stamp duty; (c) counsels' minimum fees set by the Lawyers' Code; (d) witnesses' and experts' expenses; and (e) the successful party's travelling expenses in order for him to attend the hearing. However, the expenses that the successful party recovers are, as per the general practice, substantially lower than the actual expenses.

The court offsets the expenses between the litigants in case of a partial win/loss, while it may offset them (and it does so, as a rule) between litigants who are relatives or on the basis of complex legal issues involved in the litigation. As of 1 January 2022 (Law 4842/2021), the set-off only of part of the expenses is also possible when "there was a reasonable doubt on the outcome of the trial" (articles 173-193 and esp. 178–179 of GCCP).

7.2 Is public funding, e.g. legal aid, available?

Yes. Law 3226/2004 on the provision of legal aid to low-income citizens (implementing Directive 2003/8/EC) sets the relevant requirements, together with articles 194–204 of GCCP.

7.3 If so, are there any restrictions on the availability of public funding?

As per Law 3226/2004, beneficiaries of legal aid are low-income citizens of the EU, as well as of a third state, provided that they reside legally within the EU. For civil and commercial cases, low-income citizens are those with an annual familial income not exceeding two-thirds of the minimum annual income provided by law. Beneficiaries are also citizens with a disability of 67% and more, irrespective of the level of their income. Furthermore, legal aid may be granted under the condition that the case, subject to the discretion of the court, is not characterised as apparently unjust or uneconomical.

Further and as per GCCP, legal aid in civil and commercial matters entails an exemption from the payment of part or all of the court's expenses, the submission of a relevant petition by the beneficiary and the nomination of a lawyer, notary and judicial bailiff, in order to represent him before the court. The exemption includes, primarily, stamp duty payment and judicial revenue stamp duty. Also, the beneficiary is exempt from the remuneration of witnesses and experts, and from paying the lawyer's, notary's and judicial bailiff's fees.

Lastly, by an amendment of 2020 (Law 4689/2020), different prerequisites and proceedings for the benefit of legal aid were introduced for criminal cases as opposed to civil and commercial ones.

7.4 Is funding allowed through conditional or contingency fees and, if so, on what conditions?

Yes. Contingency fees and other conditional arrangements are allowed between clients and lawyers as per the Lawyers' Code under the following basic restrictions: they must be made in writing; and the maximum fee percentage agreed may not exceed 20% of the subject matter of the case at issue (or 30% if more than one lawyer is involved). Further detailed regulation is provided by the Lawyers' Code (article 60 of Law 4194/2013).

7.5 Is third party funding of claims permitted and, if so, on what basis may funding be provided?

Third-party funding of claims is not specifically regulated; thus, it is informally permitted. Some insurance companies offer funding of litigation expenses to the insured. However, it is neither common nor "culturally" accepted. Also, the lack of a legal framework could raise issues of transparency.

At the EU level, on 13 September 2022 the EU Parliament passed a resolution proposing a directive "on the regulation of third-party funding" (P9 TA(2022)0308; "Responsible private funding of litigation"). If adopted, the proposal will regulate Third-Party Funders ("TPFs") funding proceedings in the European Union.

Third-party funding is exceptionally regulated regarding representative actions and same is prohibited, in force as of 26 June 2023 (new article 10d of the Consumers' Law). Until then, the funding/income of consumer associations that may bring collective claims is regulated and same is restrictive (article 10,

paras 6–8 of the Consumers' Law; see also question 4.4 above). Similar regulation will apply to the financial means of QEs that may bring representative actions as of 26 June 2023, which is expansive vis-à-vis the today's regime, and includes grants or concessions from the Greek state and limited dues collected from consumers wishing to be represented in a specific representative action seeking redress measures (new articles 10c, para 4 and 14, paras 4d and 4e of the Consumers' Law).

7.6 In advance of the case proceeding to trial, does the court exercise any control over the costs to be incurred by the parties so that they are proportionate to the value of the claim?

No, it does not.

8 Updates

8.1 Please outline the approach taken to date by the courts in your jurisdiction in relation to product liability for new technologies such as artificial intelligence, machine learning, and robotics, and identify the ways in which this approach differs (if at all) from the approach taken with other products.

No published product liability case law exists thus far on new technologies.

However, in recent years there have been developments in the way the Greek courts adopt new technologies – a matter that remained for a long time at a rather elementary level. In particular, significant efforts have been made towards digitalisation and technological upgrades, including to the court system, through the introduction of actions effected electronically such as, among others: the filing and service of judicial documents; the filing of petitions and issuance of various certificates; the collection of court decisions which have been issued; electronic dockets; lawyers' digital signatures; digitalisation of the payment of state dues; and the development of the Supreme Court's case law databases. Law 4727/2020, as in force, on digital governance and electronic communications (implementing various EU directives) constitutes a significant step in this direction.

In the same vein, latest amendments to the GCCP (especially by Law 4842/2021, in force as of 1 January 2022) introduced the electronic filing and service of lawsuits, as well as online hearings and examination of witnesses before a court. These efforts are expected to continue, with specific legislative interventions foreseen on an *ad hoc* basis to cover particular needs.

New technologies and especially artificial intelligence ("AI") are the drivers of a much-needed modernisation of the PLD. On 28 September 2022 the EU Commission proposed a revision of the PLD; the proposal concerns and interrelates to the proposed AI Regulation of 21 April 2021, which follows a risk-based approach (AI systems of unacceptable, high and low or minimal risk), and to the General Product Safety Regulation to replace the General Product Safety Directive 2001/1995/EC (currently of a text proposed by the European Commission on 30 June 2021 and adopted by the European Parliament on 30 March 2023). By way of background, since 2008 there have been widespread changes in the vertical sectoral legislation, notable examples being the regulation of medical devices and of machinery, addressing the key issues of risk prevention, transparency and enforcement.

As the key aspects of the PLD were designed with traditional products and business models of the 80's in mind, the progressive sophistication of the market since its introduction due to new digital technologies and especially the AI, has made apparent a need for reform, PLD's reformation focuses particularly on new concepts of "defect" (more detailed definition and introduction of presumptions and of a subjective criterion), "damage" (extension to psychological one and loss or corruption of data), "product" (closely interacting with services and extended to software) and "producer" (expanded to software developers, online marketplaces and service providers), whereas presumptions of causation are also to be introduced.

8.2 Please identify any other significant new cases, trends and developments in Product Liability Law in your jurisdiction.

(A) The Consumers' Law

The Consumers' Law has been amended several times. The first set of important changes introduced in 2007 on the product liability rules included: (a) the expansion of the defectiveness concept to not only include the standard safety consideration, but to also take into account the product's "expected performance per its specifications"; (b) bringing compensation for moral harm and mental distress under the ambit of the strict product liability rules (formerly covered under the general tort legislation); and (c) new rules on collective actions to the extent that they concern product liability infringements.

In 2012, the right to bring collective actions under the Consumers' Law was extended to other EU Member State entities authorised for this, as per the respective list provided for by Directive 2009/22/EC.

In 2013 and 2015, changes were introduced to, among other aspects, the financing of consumer organisations, the sanctions that may be imposed for non-compliance with provisions of the Consumers' Law, and the categorisation of complaints filed under such Law (articles 10, 13a and article 13b of the Consumers' Law).

In 2018 the Consumers' Law was again extensively revised and also codified into a new text. Regarding product liability rules: material change was made to the definition of "consumer", which was narrowed; the regulatory authorities and their enforcement duties; the funding of consumer associations; the administrative proceedings; and the sanctions imposed (articles 1a.1, 7, 10, 13a and 13b of the Consumers' Law).

Lastly, in 2022-2023 further changes were enacted, out of which significant regarding product liability are: (a) the new legal framework on collective redress in force as from 26 June 2023 (see question 4.4 above); and (b) a new set of rules on compliance supervision, enforcement measures and sanctions (new articles 10a-10r, 13a-13i and 14 of the Consumers' Law).

Overall, there is a continuing trend towards increased consumer rights and sanctions for relevant breaches.

(B) Alternative Dispute Resolution

A trend towards ADR being used instead of litigation may be seen in various amendments that have been made to the Civil Procedural Rules since 2011 (see question 6.6 above). This trend is broader in Greek law (see question 4.12 above) and, within the same scope, one may also note: (i) Law 3898/2010, which implemented Directive 2008/52/EC "on certain aspects of mediation in civil and commercial matters"; (ii) Law 4512/2018, which introduced extensive provisions on mediation in civil and commercial matters, including mandatory mediation for certain disputes (however, the constitutionality of such

mandatory mediation was questioned (Opinion 34/2018 of the Supreme Court's Administrative Plenary Session) and the relevant provisions have never come into force); and (iii) Law 4640/2019 (as in force following amendments), which came into force on 30 November 2019, abolished Law 4512/2018, and provided for a new set of mediation rules, including mandatory mediation for specified cases (effective from 30 November 2019, 15 January 2020 or 1 July 2020, depending on the case).

The use of ADR was relatively limited in the past; however, the discussion that preceded the latest Mediation Law 4640/2019, and eventually its enactment, gave some momentum to mediation and to a general shift in culture towards this kind of ADR. Mediation as a form of ADR is therefore now expressly provided for in various laws on the settlement of disputes such as those related to the collective management of IP rights (article 34 of Directive 2014/26/EU transposed by article 44 of Law 4481/2017), *sociétés anonymes* (article 3 of Law 4548/2018), corporate transformations (article 5 of Law 4601/2019), trademarks (article 31 of Law 4679/2020), and heavily indebted individuals (article 4.o of Law 3869/2010, as in force after the enactment of Law 4745/2020).

In addition, special types of mediation have been introduced in recent years, namely: (i) financial mediation as an out-of-court settlement stage between a debtor and financial institutions in the context of pre-insolvency proceedings (articles 5–30, and especially article 15 of Law 4378/2020); (ii) family mediation, with a special registrar of family mediators (article 1514 of GCC, in force after the enactment of Law 4800/2021); and (iii) cadastral mediation as of 1 April 2022, including a special registrar of cadastral mediators (article 6, para. 2.d. of Law 2664/1998, as in force after the enactment of Law 4821/2021).

Mediation has also been promoted specifically by the significant Regulation (EU) 2019/1150 regarding online intermediation services and online search engines, applicable from 12 July 2020 (see also question 4.4 above).

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Bahas, Gramatidis & Partners LLP traces its origins to the Law Office Marios Bahas in 1970. In 1988 the original firm merged with Law Office Yanos Gramatidis. In 1990 it was named Bahas, Gramatidis & Associates with the participation of Dimitris Emvalomenos. Finally, in 2002, Bahas, Gramatidis & Associates merged with Law Offices of Athanassios Felonis & Associates and of Spyros Alexandris & Associates, to form Bahas, Gramatidis & Partners LLP (BGP).
At the core of the BGP's practice is the representation of any type of legal entities, such as corporations, financial institutions, investment banks, non-profit entities and individuals in complex corporate, any kind of business and financial transactions as well as ADR/litigation. Headquartered in the city of Athens the Firm has associated offices in 35 countries. BGP's commercial law team advises any kind of legal entities and individuals on a daily basis on all aspects of carrying business in Greece, such as any type of commercial transactions and regulatory compliance. BGP represents a good number of multinational companies being leaders in their own business areas in complex advisory work and ADR/litigation.

BGP has developed a unique expertise in product liability and safety issues recognised worldwide, led by its Dep. Managing Partner Dimitris Emvalomenos, lawyer LL.M. and accredited mediator in Greece (Ministry of Justice) and the UK (CEDR).
BGP is part of established worldwide networks promoting, among other topics, product liability and related issues such as European Justice Forum, DRI Europe, IADC, World Law Group and the International Society of Primerus Law Firms.

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