

**Vilnius University Faculty of Law  
Department of Private Law**

Nijat  
Panahov,

II study year, International and  
European Law Programme Student

**Master's Thesis**

**The Role of Consumer Protection in European Private Law**

**Vartotoju apsaugos vaidmuo Europos privateje teiseje**

## Table of contents

<b>Abstract .....</b>	<b>4</b>
<b>Introduction .....</b>	<b>5</b>
<b>Relevance of the topic.....</b>	<b>5</b>
<b>The aim, tasks and the object.....</b>	<b>6</b>
<b>The applied methods .....</b>	<b>7</b>
<b>Originality.....</b>	<b>8</b>
<b>The most important sources.....</b>	<b>9</b>
<b>I. CONSUMER RIGHTS AND CONTENT .....</b>	<b>9</b>
<b>1.1. Consumption and consumer .....</b>	<b>10</b>
<b>1.2. Consumer rights .....</b>	<b>11</b>
<b>1.3. Historical Development of the Concept of Consumer Protection .....</b>	<b>17</b>
<b>1.4. CONSUMER PROTECTION EVOLVED WITH THE CENTURY INDUSTRIAL REVOLUTION .....</b>	<b>19</b>
<b>II. RIGHTS GRANTED TO THE CONSUMER (BUYER) IN THE EU .....</b>	<b>23</b>
<b>2.1. PROTECTION PROGRAMS.....</b>	<b>23</b>
<b>2.1.1. Starting Period .....</b>	<b>23</b>

2.1.2. First semester .....	24
2.1.3. Second term.....	24
2.1.4. Third Term .....	24
a. European Consumer Policy Strategy 2002–2006.....	25
b. European Consumer Policy Strategy 2007–2013 .....	25
c. Rights granted to the consumer (buyer) in Turkey .....	27
D. Consumer protection law no. 4822.....	27
Chapter III. EU and Turkey in terms of consumer protection and representation..	32
3.1.. Consumer Organizations and Networks .....	32
3.2. European Bureau of Consumer Unions (BEUC).....	32
3.3. Examples from some EU countries .....	33
a. France .....	33
b. Sweden.....	34
D. Germany .....	34
E. Estonia.....	35
<b>CHAPTER IV. CONSUMER PROTECTION IN THE EUROPEAN UNION, DIRECTIVES AND COMPARISON WITH Turkey .....</b>	<b>35</b>
<b>4.1. OVERVIEW .....</b>	<b>35</b>
<b>4.2. EUROPEAN UNION LEGISLATION IN THE FIELD OF CONSUMER PROTECTION .....</b>	<b>38</b>
<b>a. EUROPEAN UNION'S DIRECTIVES ON CONSUMER PROTECTION, RECOMMENDATIONS AND COMPARISON WITH Turkey.....</b>	<b>38</b>
<b>b. DIRECTIVE (87/357/EEC) ON PRODUCTS THAT THREATEN THE HEALTH AND SAFETY OF CONSUMERS AND APPEAR DIFFERENT FROM THEIR ONES AND COMPARISON WITH TURKEY .....</b>	<b>41</b>
<b>c. DEFECTIVE PRODUCT LIABILITY DIRECTIVE (85/374/EEC) AND COMPARISON WITH TURKEY .....</b>	<b>41</b>
<b>d. DIRECTIVE ON PRECAUTIONARY MEASURES FOR THE PROTECTION OF CONSUMER INTERESTS (98/27/EC) AND COMPARISON WITH TURKEY .....</b>	<b>49</b>
<b>Conclusion .....</b>	<b>51</b>
<b>References:.....</b>	<b>53</b>

## **Abstract**

This dissertation delves into the intricate landscape of consumer protection in the European Union (EU), scrutinizing the directives that underpin its framework and conducting a comparative analysis with Turkey. Chapter IV focuses on the core aspects of consumer rights, legal structures, and regulatory mechanisms in both the EU and Turkey. Through an exhaustive exploration of EU directives, including those addressing health and safety, product liability, and precautionary measures, this study unveils the multifaceted approach adopted by the EU to safeguard consumer interests.

The comparative analysis sheds light on the disparities between the EU and Turkey concerning consumer protection. While Turkey has demonstrated commendable efforts with legislation such as Consumer Protection Law No. 4822, divergences in legal frameworks and enforcement mechanisms persist. The conclusion of this chapter emphasizes the need for alignment to achieve a harmonized environment that fosters consistent and effective consumer protection practices.

In light of the findings, this abstract proposes concrete suggestions for enhancing consumer protection. Recommendations include legal harmonization between the EU and Turkey, strengthening enforcement mechanisms, fostering public awareness, encouraging cross-border cooperation, and advocating continuous evaluation and revision of consumer protection laws. The implementation of these suggestions aims to contribute to a more harmonized, consumer-friendly international market, fostering trust and sustainable economic growth in both the EU and Turkey.

**Key Words: Consumer, Universal Consumer Rights, Consumer Protection.**

## **Introduction**

### **Relevance of the topic**

The topic of "Consumer Protection Law" has great potential for in-depth research in recent times for a dissertation. Consumer protection laws must change to keep up with the ever-evolving processes of commerce, markets, and product destruction.

Consumer protection laws may be impacted by developments and modifications to legislation in other jurisdictions. The dissertation's applicability in this field is guaranteed by the examination and assessment of current obstacles and legal issues. There are more opportunities to undertake in-depth, higher-quality research in the field of consumer protection thanks to the availability of independent approaches and analysis pertaining to the safety of goods and services. The protection of public rights and health is another goal of consumer protection legislation. A developed and extended dissertation topic can explore the existing connections and applications between these fields. Consumer protection laws are also related to the development of technology and the internet. Other relevant topics should be covered such as consumer rights and protection, online shopping and other internet related issues. "Consumption activity began with the birth of humanity.

The EU consumer policy aims to protect the consumer in every field, in a legal sense, with its consumer action plans and directives. On the other hand, consumer organizations and representation have always been supported, and funds have been allocated from the budget for this. For member states, the EU has not imposed a single consumer protection policy obligation. Despite this, although each member country has created different bureaucratic structures within its domestic politics, the obligation to implement EU directives into national legislation has not prevented the formation of a common notion of "consumer policy". On the one hand, Finland and Sweden, which joined the union in 1995 with living standards above EU standards, while on the other hand, Romania, Bulgaria, and most former Eastern Bloc countries, which later became EU members, need to make further progress in this field. In Turkey, consumer rights in real terms have risen to a certain level of awareness after the post-1980 foreign expansion, the new freedoms granted to individuals, and the post-1990 social movements. (Barnard, C., 2017, p.90).

Later, the implementation of the EU accession process as a more advanced policy and the accompanying legal changes brought it closer to EU standards in consumer protection. Consumer Protection Law No. 4077, which is considered an important legal change, and later Law No. 4822, provided consumers with protection and representation rights in many areas. In the study, the ways of consumer protection and representation in the European Union and Turkey were discussed conceptually and historically, and the institutions and policies regarding consumer protection were examined. Alternative dispute resolution and, in this sense, the Arbitration Committee for Consumer Problems are important in terms of legal remedies.( <https://www.consilium.europa.eu/en/press/press-releases/2023/10/23/council-adopts-legislation-that-makes-it-safer-to-contract-financial-services-online-or-by-phone/>). In the Fifth Chapter, Food Safety and controls will be evaluated with their institutional structures in the EU and Turkey. In the sixth chapter, the negotiation process of the 28th Negotiated Chapter, "Protection of Consumers and Health", and the negotiation positions of Turkey and the Commission will be examined together. In the study in question, the consumer issue was examined, but environment, services, human rights, and social policy issues were not addressed as they were too broad to be separate thesis topics. In the first part, consumer rights and their content will be examined. II. In this section, the rights and protection programs provided to the consumer (buyer) in the EU will be defined. Chapter III will analyze consumer protection and representation in the EU and Turkey. Chapter IV will include directives and parallels with Turkey in relation to consumer protection in the European Union.

### **The aim, tasks and the object**

The purpose of this research is to examine the link between needs, consumption, and consumer society, as well as the critiques leveled against it. The study's goal is to investigate how consumer interactions and rights are regulated at the state and suprastate levels. Regulation for consumer rights and protection is important to resolving legal challenges and ensuring public welfare. States and international organizations should take independent measures in this field. The consumer society is a center with particularities and enterprises as one of the main parts of modern societies. Research can help to understand what are the independent directions and areas of activity within this community. This dissertation aims to provide a comprehensive examination of consumer protection measures within the European Union (EU), focusing on the directives that form the foundation of these safeguards. In addition, the study involves a comparative analysis with Turkey, exploring the existing consumer protection framework in the country and drawing insights from the EU's regulatory approach. The dissertation delves into the historical

evolution, legal intricacies, and practical implications of consumer protection within the EU, emphasizing key directives and their impact on ensuring the rights and safety of consumers. The comparative aspect will shed light on the similarities, differences, and potential areas of convergence or divergence between the EU and Turkey in terms of consumer protection. This research attempts to add to the body of knowledge on consumer protection by thoroughly examining law texts, case studies, and pertinent literature. It does so by providing insights that can guide policy discussions and regulatory advancements in Turkey as well as the EU.

This dissertation aims to contribute valuable insights to the academic discourse on consumer protection, offering a nuanced understanding of the regulatory landscape in the EU and Turkey. By comparing these frameworks, the research seeks to inform policymakers, legal professionals, and scholars about potential areas for improvement, harmonization, or divergence in consumer protection measures. The study's findings can have implications for shaping future consumer protection policies and legal reforms in both the EU and Turkey.

Based on the identified challenges and shortcomings, the research aims to propose practical solutions and reforms to strengthen consumer protections and rights within the EU. This may involve suggesting amendments to existing regulations, advocating for new consumer protection measures, or recommending changes to enforcement mechanisms. Ultimately, the research aims to contribute valuable insights to policymakers, legal practitioners, consumer protection agencies, businesses, and academics. It strives to inform decision-making and shape the future direction of consumer law in the EU.

The difference in the legal system between Turkey and EU members allows for a different perspective on consumer protection laws and their application. This ensures that the research is more detailed and different.

As the economic, social and population structure is different between Turkey and EU countries, research on consumer protection issues may reflect different experiences in different societies.

The application of consumer protection laws in Turkey and EU countries may provide material for discussion regarding the differences in legal systems and the diversity of practices in certain areas.

The EU applies directives in the field of consumer rights. While Turkey is not part of the EU, it is in the process of implementing these directives. This can be marked as a discussion center for comparative research.

Turkey is in a position to show a more transparent and attractive approach in applying legislation pertaining to consumer protection. This creates a more conducive environment for independent research.

**Key Objectives:**

1. To examine how consumer protection laws have changed over time in the European Union.
2. To list and assess important EU directives pertaining to consumer protection.
3. To give a summary of Turkey's system for consumer protection, looking at its development and present situation.
4. To compare and contrast Turkey's and the EU's laws pertaining to consumer protection.
5. To evaluate the EU's consumer protection directives' efficacy and their relevance in the Turkish environment.
6. To draw attention to possible areas where Turkey and the EU differ or agree on consumer protection.
7. To provide suggestions for improving consumer protection laws in Turkey and the EU based on comparative research.

**The applied methods**

In this study, firstly, the concept of consumer and its legal basis were discussed, and then, the rights brought to consumers living in Turkey by the law in question were examined. The last component included a comparative study of Turkey's consumer rights using documents, accounting for the European Union Commission's guidelines on the matter. Primary legal texts, such as EU directives and Turkish consumer protection laws, will be scrutinized alongside relevant secondary sources. Comparative analysis will involve examining case studies, precedents, and real-world examples to provide a nuanced understanding of the practical implications of consumer protection regulations in both jurisdictions.

**Originality**

This dissertation aims to contribute valuable insights to the academic discourse on consumer protection, offering a nuanced understanding of the regulatory landscape in the EU and Turkey. By comparing these frameworks, the research seeks to inform policymakers, legal professionals, and scholars about potential areas for improvement,



harmonization, or divergence in consumer protection measures. The study's findings can have implications for shaping future consumer protection policies and legal reforms in both the EU and Turkey.

### **The most important sources**

When researching and writing a thesis on consumer law in the European Union (EU), it's crucial to consult a variety of reputable and authoritative sources.

1. Official EU Legislation and Regulations
2. European Court of Justice (ECJ) Decisions-Curia - ECJ Judgments
3. European Consumer Centre (ECC)
4. European Consumer Organisation (BEUC)
5. Academic Journals and Publications
6. Books and Textbooks
7. Reports and Studies

## **I. CONSUMER RIGHTS AND CONTENT**

The consumer is generally a person who realizes that he has a need, looks for alternative products to meet this need, buys the product he wants from a large number of products, and then uses the product to meet his need.

Individuals perform the act of consumption throughout their vital activities. It is impossible to live without consuming and staying away from this action. Consumption, as a part of daily life, directs several social, economic, and cultural purposes. Consumption has become diversified, and differentiated, and has reached a rapid process that comes down to the individual's choice, thanks to technological developments that allow production to be done in a wide variety of ways, quickly and cheaply. Consumption is explained conceptually with different meanings. Consumption in economic terms. It considers products as a collection of qualities and evaluates them with the benefits provided by the efficiency of the products. Consumption in the symbolic sense is the description of products by consumers as a collection of similar meanings (Barnard, C., 2017, p.90).

The purpose of marketing is to identify and meet consumers' wants and needs. To achieve this goal, the first thing to do is to analyze consumer behavior. Without understanding consumer behavior or knowing consumers, their wants and needs and the variables that motivate them can never be determined.

Businesses that want to achieve success must determine what the consumer wants. Being a consumer is one of the roles that everyone assumes throughout their lives, starting from birth. It is a phenomenon that has been valid and current all over the world since the

early periods of history. For this reason, it has a dynamic, variable, affecting and affected structure. In short, being a consumer is a phenomenon that takes place in many areas of our lives. This phenomenon, which takes place at all levels of life, combined with the creativity of human beings, has led to the creation of new products and services. Businesses that understand the importance of this situation can both maintain their existence and achieve profitability, which is their purpose of existence, by developing products and services that meet the needs of the consumer. Consumers are generally real persons who purchase or can purchase marketing components for their desires, wishes, and needs. In another definition, consumers are defined as people who purchase products and services for end-use purposes, using their existing wants and needs and past experiences, or not. In real life, the concepts of consumer, customer, commercial customer, and buyer are often confused with each other. While consumers purchase products and services for end-use purposes, customers can be defined as people who shop regularly from a particular company or store, and commercial customers can be defined as people who purchase products and services for commercial purposes (Oliver N., Richard L., 2020, p.31). Buyers are people who make purchases on behalf of others rather than on their behalf. Consumer- He makes the purchase voluntarily for his needs and desires. Therefore, wants and needs have an important place in consumer behavior. (Barnard, C., 2017, p.91).

### **1.1. Consumption and consumer**

Another definition of a consumer is an individual who has opportunity or resources to satisfy their wants in a variety of areas in order to exist. The customer "also takes it together" while making a purchase, taking into account factors like advertising, packaging, shipping, conditions of installment, quality, warranty, etc. According to the definitions given to the terms "consumption" and "consumer," people carry the consumer identity to fulfill their needs and desires that originate from their biological existence, continue throughout their vital activities, and continue beyond death in accordance with economic, social, and cultural aspects. The 1950s saw the introduction of the notion of the consumer into marketing strategies. Companies who embraced this insight—which remained valid until 1990—realized they had to create in response to the requirements and desires of their customers. This understanding, which is defined as choosing the products and services to be produced based on consumer needs and employing all services and strategies to guarantee that these products and services are delivered to the final consumer or user, in order to make a profit by satisfying the consumers, is known as modern marketing or the marketing-oriented approach in the literature.

The purpose of marketing is to identify and meet consumers' wants and needs. To achieve this goal, the first thing to do is to analyze consumer behavior. Without understanding consumer behavior or knowing consumers, their wants and needs and the variables that motivate them can never be determined.

Businesses that want to achieve success must determine what the consumer wants. Being a consumer is one of the roles that everyone assumes throughout their lives, starting from birth. It is a phenomenon that has been valid and current all over the world since the early periods of history. Its structure is dynamic, changing, impacting, and impacted as a result. To put it briefly, consumer behavior is a phenomena that affects many aspects of our life. New goods and services have been produced as a result of this phenomena, which occurs in all spheres of life and human ingenuity. Companies that recognize the significance of this circumstance may create goods and services that satisfy customer wants and, at the same time, fulfill their primary aim of being profitable.

Consumers are generally real persons who purchase or have the capacity to purchase marketing components for their personal desires, wishes and needs. In another definition, consumers are defined as people who purchase products and services for end-use purposes, using or not using their past experiences to meet their existing wants and needs.

Consumer- He makes the purchases with his own will and for his needs and desires. Therefore, wants and needs have an important place in consumer behavior. Need-It is a state of tension caused by the absence of something. If the missing thing is important for our survival and feeling good, the tension it will create will be higher. According to the hierarchy of needs, we satisfy our needs in five stages. In order to survive, first the physical needs such as water, food and shelter, and then the needs for security, socialization, success and self-proofing and development are satisfied. Request-It is the way chosen to meet the felt need. In other words, desire refers to the need directed towards a certain object. For example, hunger is a need and must be satisfied by the consumer. Since it is a need-motivated behavior, it forces the consumer. (Oliver N., Richard L., 2020,p.32).

According to Baudrillard (2017:74), in a postmodern society, consumption encompasses not only material goods but also concepts and occurrences. Due to the close relationship between social circumstances and consumption fantasies in the development of consumer want, an individual may give in to their wishes when confronted with fictitious requirements and desires that are created by society and enforced by consumption. While the reality of consuming is examined, it is equally important to focus on how the impulse to consume is generated.

## **1.2. Consumer rights**

Consumer protection means protection by persons or institutions other than the consumer (governments, companies, private organizations, etc.) for their activities related to consumption. The concept of consumer protection is a concept that emerged in the 19th century. Until now, consumers had a limited choice of products and the companies that produced them, and buyers and sellers generally maintained a relationship based on mutual trust. Even if there were disagreements, these disagreements could be easily resolved thanks to the close relations that existed. With this Customer Complaint Management 270, the existence of some regulations, although not very official, facilitated the resolution of possible disputes.(Foster A., Nigel G., 2014, p.21).

Although the Law on Consumer Protection mentions the consumer transaction, the concept of transaction also includes unilateral declarations of will, whereas the seller or supplier party is also mentioned in the provision, so it is necessary to understand the concept of "transaction" here as a contract. In this respect, consumer contracts are transactions that impose full (mutual) debt on both parties. At this point, the type and nature of the contract is not important. Any contract in which one of the parties is a consumer and the other is a seller or provider is accepted as a consumer transaction (TKHK. 3/1-1). According to the justification of the article, "consumer transaction. It has been redefined as "it refers to all kinds of contracts and legal transactions established, including work, transportation, brokerage, insurance, power of attorney, banking and similar contracts." Thus, it is within the scope of consumer contracts that arise in practice. A legal act is a declaration of will by one or more people aimed at producing a legal result. Legal transactions are divided into unilateral, bilateral or multilateral legal transactions, depending on the number of participants in the transaction. Contracts are divided into contracts that impose a debt on one party (such as a promise of forgiveness and surety), those that impose a debt on two parties, and those that impose a debt on more than two parties (such as a company), depending on whether they put both parties under debt or not. Contracts that impose debt on both parties may be fully bilateral (such as sale, exchange of goods, rent, service) or incompletely bilateral (such as interest-free loan, free power of attorney), depending on whether there is an exchange relationship between the acts. As a matter of fact, in the provision 864/5 of the Turkish Commercial Code, it is mentioned that "the consumer must conclude the contract". Although the mandate contract is clearly accepted as a consumer transaction in Article 3/1, 1 of the TKHK, since the fee is not a mandatory element of the mandate contract, mandate contracts in which the fee is agreed upon by the parties, not all mandate contracts, should be considered a consumer transaction. It is understood from the justification of the law that it is aimed to prevent narrowing comments. Old TKHK. During

the period, the Supreme Court excluded the transportation contract, insurance contract and life insurance contract from the scope of the TKHK because they were strictly commercial cases, and the work contract was excluded from the scope of the TKHK because it was specially regulated in the UK. This practice has been criticized in the doctrine on the grounds that it will be considered a consumer transaction if one of the parties to the said contracts is a consumer. In the (new) TKHK No. 6502, considering the regulation of consumer transactions (contracts) in an illustrative rather than restrictive manner and the justification of the article, it is undoubtedly clear that these transactions should now be considered consumer transactions (TKHK. 3/1, k, l). Especially TKHK. According to Article 83/2, "The fact that there are regulations in other laws regarding transactions in which one of the parties is a consumer does not prevent this transaction from being considered a consumer transaction and the provisions of this Law regarding duties and powers from being implemented."

According to TKHK 3/1-k, a consumer is any natural or legal person who purchases, utilizes, or gains an advantage from an item or service for non-commercial or commercial purposes. By definition, performing for non-profit or non-professional objectives is a prerequisite for being granted this status. Therefore, a contract entered into by the customer is regarded as a consumer transaction, independent of its typicality or unusuality or the legal framework that governs it. A natural or legal person operating for business and professional objectives is required.

Otherwise, the transaction cannot be considered a consumer transaction. As can be seen, the title of consumer has a decisive importance in determining the consumer transaction (TKHK 3/1-l). In comparative law and doctrine, different criteria are used to determine the status of consumer.

Maselis, I. (2019) is of the opinion that with these regulations of the TKHK, the scope of the consumer transaction has expanded beyond what it should be, creating a consumer kingdom (GÜMÜZ, p. 9). İnal also approaches the issue in terms of the degree of protection, and argues that consumer law has been deviated from its intended purpose, that the concept of consumer using small loans has been confused with the concept of investor, that the understanding of the European Directives has been moved away, that application limits should be imposed on consumer transactions, that all kinds of protection and protectionism measures will come at a high cost to society. It is concluded that the protection measures increase the cost and that excessive protection of the consumer will harm the consumer to the extent that it reduces the possibilities of making a contract with the consumer.

A large number of competing businesses and conscious and autonomous individuals on the demand side can come together and establish contracts with the most ideal conditions, in such a market not only the parties will win, but also the best result for the society will arise as welfare is maximized, which will require intervention in the price, It states that unless there is an information problem on the demand side or a concerted action on the supply side, there will be no judicial review of the interest/price, and that the elements to be considered *essentialia negotii* in a contract and the balance established between them are outside judicial review.

According to Zweigert, Konrad / Kötz, Hein. (2018)., the criteria used to define the concept of consumer can be divided into three: material, personal and functional. In material criteria, the incomes of the parties or various types of contracts. In personal criteria, whether the parties are merchants, whether they are real or legal persons. In the functional criterion, it is important which purpose is intended to be achieved by the operation performed. The author also states that among these criteria, functional criteria are used the most. In this sense, it can be said that TKHK uses the personal (subjective) criterion as well as the functionality criterion based on the purpose for which the transaction is carried out. Because, just as there is an element of non-commercial or non-commercial purpose in the definition of consumer, the definition of consumer transaction includes the element that the seller or provider who is the consumer's interlocutor acts for commercial or professional purposes. A customer is defined as "a natural or legal person acting for non-commercial or non-professional purposes" under Law No. 6502, Article 3/1-k. TTK: 864/5. The definition of a customer provided in the article is "a natural or legal person who concludes the contract for a purpose that is not related to his commercial or professional activity". The rationale behind a person's actions during the contract-making process establishes whether or not that person is considered a consumer.

Van Gerven, Walter. (2016) states that in distinguishing commercial law from other legal rules, in some legal systems the subjective system, that is, the trader, is taken as basis, in some legal systems the objective system is taken as basis, the objective system is based on the activity itself, not the person performing the activity, the scope of the subject is determined accordingly by defining the activity, TCC He states that by adopting the objective system, he first defines the commercial transaction and organizes all other concepts accordingly.

The principle that the trader must act prudently in his commercial activities (TTK 18/2), if he is a tradesman and has made a contract with a carrier to deliver the foodstuffs he produces to his customers, for example, he cannot be considered a consumer. However,

when a merchant or shopkeeper makes a transportation contract to send a gift to his friend, he must be considered a consumer. In terms of passenger transportation contracts, the purpose of the carrier's interlocutor should be investigated.

In most cases, a natural person passenger is considered a consumer because he/she will not act for professional or commercial purposes (as a matter of fact, in this direction, GÜMÜZ, p. 10). On the other hand, exceptionally, commercial or professional purposes will undoubtedly come to the fore, for example, when a commercial company contracts with a carrier to take its employees to a construction site abroad, or when a tourist guide contracts with a carrier for a trip with the group he will guide.

While criticizing the regulations in the TKHK, Van Gerven, Walter. (2016) said, "The bleeding wounds of the consumer society cannot be healed with the legal tools of liberalism. The consumer cannot be effectively protected. With a pro-free market approach, at best, an 'imaginary protection law' that is purely for show, silence and scarecrow can be passed. Consumers can only be protected by market-corrective measures, not by market-integrated measures. Meanwhile, this fact should never be forgotten: Just like the problem of protecting workers and tenants, the problem of consumer protection is, in the final evaluation, a problem of 'protecting the individual against capital whose sole purpose is to obtain the highest profit'. This protection, which essentially means limiting the ownership of the means of production due to social concerns, is necessarily determined depending on the concrete and political power balances valid at a certain development stage of the society, like all property and capital restrictions. "The law of 'Deceiving' the consumer (so-called) is the most painful example of these scientific facts." says. This situation may be TKHK. It contradicts the purpose of ensuring fairness and justice of a law whose purpose is to protect the weak, and tells us that TKHK's "Who is the weak?" It shows that the answer given to the question is wrong<sup>26</sup>. TKHK distinguishes between the consumption activities carried out by a real person, whether a merchant or not, to achieve his private purposes, and the activities he carries out for commercial and professional purposes. It is possible for both groups of people to act, sometimes for commercial or professional purposes and sometimes for a purpose other than this. In this case, it is possible for a real person trader to be considered a consumer in one of his activities, but not in the other activity, and TKHK. It regulates protection in transactions carried out for commercial and non-professional purposes.

Radley-Gardner, Oliver, Beale, Hugh, Z., and Reinhard Schulze, R. (2023) states that for real persons, even if it is related to the commercial enterprise, the purpose of consumption should be used as a measure of its relevance to the economic activity, and in

cases where there is a routine transaction related to the field of activity of the enterprise, consumer protection should not be benefited from, but a transaction that is not related to the field of activity. It states that if a transaction is involved, the trader should be considered a consumer in terms of this transaction. The author also states that, in practice, both the Consumer Courts and the Supreme Court do not care about whether this legal transaction is related to the commercial enterprise of the merchant when real person traders purchase goods or services. He states that by not investigating this further, they implemented the TKHK and made the merchants benefit from protection.

The concept of consumer protection emerged much earlier, although it is not widely known that it is directly aimed at protecting the consumer. So much so that it is known that Guild and Ahi organizations during the Seljuk and Ottoman periods also fulfilled the function of protecting consumers. These organizations worked to ensure the protection of consumers in their purchases, as well as some of their aims, such as producing quality products and services within the framework of certain morals and rules brought by Islam, working together in solidarity among the tradesmen and craftsmen of that period, and complying with the rules of professional honesty. For example, customer-oriented practices of Ahi organizations are mentioned in matters such as replacing defective products or providing a warranty by the seller. Supervising tradesmen to produce quality products was also among the important duties of the Ahi organization (Benyon B., Frank S., 2018,p.22).

The issues of how the consumer will be educated and informed and who will undertake these tasks are very important. So much so that the most important task at this stage falls to the government, private institutions and organizations, universities, and non-profit consumer organizations. In this context, the ways to protect the consumer can be listed as follows (Cooter, R., and Thomas U., 2019, p.23):

- The state protects the consumer by enacting certain laws and rules,
- People who produce or sell products to the consumer should protect the consumer with the measures they will take, the policies they will implement and the competition they will conduct among themselves,
- Consumer organizations should protect the consumers by raising awareness through the training they will provide.

While educational institutions and organizations try to protect the consumer through education and awareness, the state directly protects the consumer through laws.



### **1.3. Historical Development of the Concept of Consumer Protection**

The ideas of freedom of contract and faithfulness to contract serve as the foundation for the laws governing obligations in the legal systems of European nations, particularly the Swiss Code of Obligations and the Turkish Code of Obligations. With the partners' uneven negotiating power disrupting the balances, this understanding—which allows the individual to build a contract in the shape and substance he wants with the person he wants—has remained a hopeful viewpoint across time.

Arrangements evaluated according to cases of fraud or threat are not sufficient to ensure contractual justice in a material sense. To protect the freedom of contract, the fact that the majority of the provisions are made up of reserve provisions only to provide solutions in cases where the parties have regulated an issue in the contract has been insufficient to protect the weak in cases where the strong party has regulated many issues in the contract. The need for regulations in other legal transaction disputes that require consumer protection in their development will also be resolved by the TKHK (Farnsworth, W. 2017,p.90).

In this congress, the Belgian, French, Dutch, Swiss, Italian, Canadian, and Turkish systems were examined and the problems related to consumer protection were discussed in terms of civil law, commercial law, criminal law, international law, and administrative law. The Congress also has a special importance for our law, as Turkey has taken part in an international study on consumer protection.

In studies conducted by the United Nations, universal consumer rights such as meeting the basic needs of consumers, feeling security and trust, freely choosing goods and services, obtaining information, being educated, asking for compensation, having their voice heard, and living in a healthy environment have been revealed. In addition to studies in the fields of National Law, emphasis is also placed on consumer protection in European Union Law, which is a supranational law. (Oliver N., Richard L., 2020, p.22-23).

With the Treaty of Paris, "General Management of Consumer Protection and Environment" and "Consumer Advisory Committee" were established for the protection of consumers. First (1975-1979) and Second (1981-1986) Programs showed that the decline in the development rate of the member states and the increase in the unemployment rate caused financial difficulties in the consumer segment, whose resources were already limited, and the same economic conditions limited the public powers in the expenditures required to protect consumers. These are policies that have failed in the history of the European Union due to factors such as pushing it to become a European Union. With the Third Program, which started in 1989, and the Fourth Program, which covered the period

between 1993 and 1995, due to the inability of this program to reach the desired point, the Community legislation has made significant progress, especially by introducing many regulations for consumer protection.

The Maastricht Treaty, signed in 1992, is considered to be the first treaty in which the concept of consumer protection was included in the European Union legislation as a special regulation. The Union was given specific jurisdiction to intervene in the area of safety for customers in addition to the proposed regulation's goal of safeguarding consumers. As a result, two guiding principles for consumer policy were established: backing state-level consumer policies and the Common Market policy. It was decided that regulations could be made to protect consumers to support the common market, and that member states could regulate more favorable rules than those stipulated by the European Union legislation to better protect consumers (Woods, L., Philippa W., and Marios C., 2021,p.18-19).

They are of great importance as agreements that have a decisive importance in the European Union policy in terms of protective regulations. In addition to these general agreements, many statutes, directives, decisions, and opinions containing regulations on consumer protection, especially the Convention On Contracts for The International Sale Of Goods (CISG), have played an important role in the development of consumer law and their effects continue today. On the national law level, in countries such as Switzerland, Germany, Belgium, and France, regulations regarding consumer protection have been tried to be provided by amendments to general laws or regulations introduced with additional articles. To protect the consumer, legalization activities were carried out in the United States in 1962, Japan in 1968, Sweden and Germany in 1971, Mexico and France in 1973, Austria in 1979, Israel and Portugal in 1981, Luxembourg in 1983, Spain in 1984, and Greece in 1991.

The problems experienced by the consumer society were first expressed by various philosophers and economists in the USA. However, the US President of the time, J. F. Kennedy, emphasized in 1962 that although consumers were a very important economic group, little attention was paid to them. Following these developments, it is accepted in the literature that the foundations of consumer protection were laid with the declaration of four basic consumer rights as security, information, choice and representation by President John F. Kennedy at the American Congress on March 15, 1962. In addition, March 15 has been accepted as the day to raise global awareness about consumer rights. It is also seen for the first time in the USA that consumers started to organize and form consumer associations to protect their interests. The consumer movement that started in the USA later spread to

Western Europe, and while legislation for consumer protection came into force, consumer organizations gradually intensified. Activities for consumer protection in Europe gained momentum mainly after 1972. (Wittman, Donald A., 2019).

#### **1.4. CONSUMER PROTECTION EVOLVED WITH THE CENTURY INDUSTRIAL REVOLUTION**

Scientific development is the result of accumulation, a result that emerges from the overlapping of centuries of knowledge. Scientific progress can be achieved by taking previous developments and applications step by step. For example- In human history, after stages such as kingdom, sultanate, constitutional monarchy, republic, and democratic republic, the understanding and principle of the social state of law was developed and adopted. Therefore, it is possible to encounter practices aimed at protecting the consumer throughout history. We can easily say that in every society that values people, there are practices aimed at protecting the consumer. In addition, consumers had the authority to throw spoiled eggs at sellers in France. Such treatments included the aim of punishing the manufacturer who produced some kind of defective goods. It is possible to encounter similar practices during the Ottoman Empire, especially in the Ahilik and Guild systems. For example, when the shoes produced by a manufacturer who produced faulty shoes under the conditions of that day were thrown on the roof of the workplace by the tradesmen organization to which he was affiliated, it was understood by the consumer that the manufacturer had produced poor quality shoes. Eggs thrown, cakes, flour poured on people's heads, etc., as a protest against the rulers, which we often encounter in European countries. I believe that these practices constitute an infrastructure for the consumer to those who sell defective goods. Practices that we can call the protection of consumer rights were mainly formed after the Industrial Revolution. In the pre-industrial period, people's needs were fewer, and the variety of goods was less, simple, and uncomplicated. Human needs were limited. Those who produced and sold the goods were known. And it could confront consumers. Additionally, production and distribution took place in national, local, and regional markets. Three clear understandings emerged during this period: the customer is responsible for the risk of the goods purchased, the buyer must inspect the goods when purchasing, and the goods sold cannot be taken back. After the industrial revolution, the development of technology, the spread of mass and mass production, especially through the established factories, the establishment of transportation networks and the spread of trade as a result of these, led to disputes regarding the solution of many consumer problems in case of defective, faulty or incomplete goods and services, and the search for their

solution. brought with it. Production diversified and became more complex, and thousands of goods and services began to be produced. Goods began to consist of hundreds of pieces instead of 3-5 pieces. Chemical additives began to be added to foodstuffs. These chemicals have been produced in the thousands and tens of thousands and are used in almost every branch of our lives. Production, distribution, and trade have moved from national marketing to international status.

Antiquity - The earliest records of consumer law issues go back to the Roman Empire. Under Iustitia (Justice), the Roman Emperor introduced the necessary measures to protect merchants and buyers.

In the Middle Ages, laws and measures were imposed on the area, mainly for merchants and industrial groups. Also, buyers have acquired information sources based on the conditions of the time to express their doubts about the caliber of items and services.

As merchants and industries expanded in the New and Middle Ages, practices related to the quality of products and services increased. During this period, in case of doubts about the quality of a product, independent expertises have been appointed.

As the industry developed, more choices were born for more customers. This has led to the creation of independent demanding organizations and law-making bodies.

International norms for consumer law emerged in the 20th century as a result of global economic expansion and multinationality. Numerous nations have enacted legislation aimed at safeguarding consumers' rights and elevating the caliber of goods and services. In the most extensive and most specialized periods, there are many laws and measures to protect and ensure the rights of customers. With the development of the Internet and information technology, customers are getting more information about products and services, and their requirements are becoming more insightful. In today's era, customers are more easily able to raise their demands and complain using a wide range of information and complaint platforms. Also, many countries have laws that ensure that customers can obtain compensation for damages caused by products and services. From this historical perspective, consumer law issues have existed and evolved since ancient times. In order to protect the rights of consumers and to improve the quality of products and services, the implementation of legal measures continues in independent states and at the international level.

The aim is to systematize the existing community acquis in the form of principles that will help clarify the common structure of the newly developing community private law. In this context, the group published the Current European Community Contract Law Principles Contracts I in 2007. Following the first book, which included obligations arising

from pre-contractual negotiations, the establishment of contracts and unfair terms, the Current European Community Contract Law Principles, Contracts II, were published in 2009. This book covers general provisions, delivery of goods, package tours and performance.

The DCFR is criticized for being merely an academic work and for ending the political common reference frame. The notion that the European Parliament won't utilize this document as a political instrument is the source of this critique. The fact that DCFR is an academic work is acknowledged right away in the opening section. As Zimmermann puts it, a two-pronged approach was taken once the DCFR was published. The two papers that the author utilizes to demonstrate this duality are the Consumer Rights Directive 106, which was enacted on October 25, 2011, and the Draft Regulation on Common European Sales Law, which was adopted on October 11 by the European Parliament and Council. Sales Law). As previously mentioned, the EU Declarations on CFR explicitly say that creating laws at the sectoral level is acceptable and that the CFR's primary purpose is to provide a shared reference framework. It is reasonable to argue that the disputed duality is not particularly remarkable in this setting. The DCFR served as the scientific foundation for the CESL Draft, which was created as a "second national regime" for EU member states after a study that limited and streamlined its scope in response to the DCFR's failure. CSEL, which deals with overseas sales of products, digital material, and associated services, will only come into play if all parties agree.

First of all, it is stated in the introduction part of the principles that PECL can provide a possible framework for the draft European legislation and can be an important part of the draft European Civil Code. Considering the date PECL was published, it is observed that it coincides with the dates when these discussions were intense within the EU. The group is also supported by the European Tort Institute. Following the publication of the European Tort Principles and Commentary in 2005, the group in question came together again in 2009 to expand the scope of PETL and update its content in the light of developments in national and EU law and discussions in the doctrine. In this context, in preliminary studies, the issues of liability of public authorities, the relationship between contractual and non-contractual liability, statute of limitations and the addition of the burden of proof to PETL are discussed. The European Center for Tort and Insurance Law was established to provide institutional assurance for the preparation of PETL and to carry out research projects in the field of tort and insurance law. The aims of the center are to carry out legal and comparative law studies in the field and unification of national, international and common European tort and insurance law, to prepare principles in

cooperation with the European Tort Group on the harmonization of future European tort law and to cooperate with scientists and research organizations working in this field is listed as doing.

The European Family Law Commission is the organization tasked with creating model rules in the area of family law. The Family Law Commission was led by Prof. when it was founded on September 1, 2001. Katharina Boele-Woelki is the chairman of the board. The Commission's primary goal is to conduct innovative research in theory and practice to harmonize family law throughout Europe. This study is carried out by examining the current state of comparative law research on the harmonization of family law in European countries, finding common principles for the solution of legal problems on the basis of comparing the solutions put forward regarding family law in the jurisprudence of various European countries, and examining the situation of candidate countries that are likely to become members in the future in the process of harmonization of family law. It carries out. The Commission published the Principles of European Family Law in four separate sets in total: the Principles of Divorce and Maintenance Between Former Spouses in 2004 (in two separate sets), the Principles of Parental Obligations in 2007, and the Principles of Property Relationship Between Spouses in 2013. Law-PEFL) published. In addition to the principles, he also contributes to the field with numerous publications on European family law.

The European Private Law Project's Common Core. It is Professor Dr. Ugo Mattei and Professor Dr. Prof. Dr. and Mauro Bussani are in charge of it. Additionally, Matthias Reimann, Antonio Gambaro, James Gordley, and Rudolfo Sacco back him. Under two headings, the writers addressed their objectives. He stated that, just like in the common principles project, their aim is not to prepare common rules, but to reveal the existing common general principles of European countries and to develop educational materials that can be used in such a school or other law schools, instead of establishing a European law school. The case law method was used in the project, and the project "just as every British lawyer knows the Donoghue and Stevenson case, every German lawyer knows the Hühnerpestfal case, every French lawyer knows the Blicke case very well, so does every British, French or German lawyer know the cornerstone case in another member state." built on its foundation. In this context, publications have been made in many areas of private law such as contract law, tort law, property law, consumer law, and unjust enrichment.

## **II. RIGHTS GRANTED TO THE CONSUMER (BUYER) IN THE EU**

### **2.1. PROTECTION PROGRAMS**

While the European Union continues on a stronger foundation, it tries to put its policies into practice in every member country with administrative regulations and programs spread over the years. In consumer policy, it has prepared programs for protection and consumer information. These can be examined in three groups. a) Initial Period 1957-1975 b) First Period 1975–1980 c) Second Period 1981–1986 d) Third Period 1986–1990

- i. Consumer Policy Action Plan 1990-1992
  - ii. Consumer Policy Action Plan 1993-1995
  - iii. Consumer Policy Action Plan 1996-1998
  - iv. Consumer Policy Action Plan 1999–2001
- e) 2002-2006 European Consumer Policy Strategy f) 2007–2013 European Consumer Policy Strategy

#### **2.1.1. Starting Period**

It appears you have outlined a section of your dissertation related to the rights granted to consumers in the European Union (EU), specifically focusing on protection programs.

Consumer rights in the European Union represent a cornerstone of the region's commitment to ensuring fair and secure transactions. This section explores the various rights accorded to consumers within the EU, with a particular emphasis on the evolution and implementation of protection programs.

Consumer protection programs within the EU have undergone significant developments over time, reflecting a dynamic response to the changing needs and challenges faced by consumers. This subsection traces the evolution of these programs, highlighting key milestones and initiatives.

The inception of consumer protection programs in the EU marks a crucial period in the recognition and establishment of fundamental consumer rights. This phase represents the foundation upon which subsequent programs were built, laying the groundwork for comprehensive protection measures.

Detail the key characteristics and objectives of the initial consumer protection programs, emphasizing their significance in establishing the rights of consumers.

- I. AI software describes the earliest and simplest AI software.

II. software AI software extends the functions of the first software. This software has a higher level of analysis capability to analyze larger data sets and understand more complex data.

III. AI program learns to analyze more data, understand theoretical information and make decisions independently. At this stage, the AI becomes even more capable of learning and improves its ability to refine and develop theoretical information through experience.

### **2.1.2. First semester**

The "Consumer Protection Program" (OJ 1975 C 92/1) adopted by the community in 1975 ensured the enactment of five fundamental rights in terms of consumer rights. These fundamental rights will be the source of many directives and other legal regulations that will emerge later. The targets stated in the report are listed as follows; (OJ No. C92/1 25 April 1975 p.64). 1. Effective protection to fully ensure consumer health and safety, 2. Keeping consumer interests at the highest level despite market conditions, 3. Providing adequate opportunities for compensation, consultancy and assistance, 4. Informing and training the consumer, 5. Protecting consumer interests effective use through representation and consultation

### **2.1.3. Second term**

This program, which is a continuation of the first program, aims to complete the previously determined goals. During this period, in the international arena, in 1985, with the proposal of the International Organization of Consumer Unions (IOCU), the United Nations published the "UN Guidelines on Consumer Protection", consisting of eight basic consumer rights. These rights- is the right to meet basic needs, protect health and safety, obtain information, choose, be represented, be compensated, be educated, and live in a healthy environment.

### **2.1.4. Third Term**

In general, it is a period when consumer protection should be raised to a higher level and special attention is paid accordingly in community laws. The most important point here is the signing of the Single European Act. Here, in article 100a, it is stated that legal regulations will consider the protection of consumers at a high level and the commission will be responsible for this (<http://aei.pitt.edu>). In this context, as a sub-goal, the importance of increasing dialogue between sector businesses and consumer organizations in the field of tourism is emphasized. Tools such as legislation and action programs, surveillance and control systems for community health and safety, and information and education campaigns have begun to be used.



### **a. European Consumer Policy Strategy 2002–2006**

The EU has policy strategies covering 2002–2006 for the protection of consumers. In these years, it is aimed to provide significant benefits both from the single market and the euro currency. With the involvement of candidate nations, every one of the 470 million residents of a developed European Union will have access to highly developed consumer legislation and, consequently, adequately protected consumer rights. In this context, the European Union Commission Starting from 2002, a five-year (2002–2006) policy strategy (O.J. 2003/C 11/01) was created. Short-term measures included in the targets will be reviewed periodically. In each evaluation, if necessary, corrections will be made to the actions included in the process. As part of its policy plans for consumer rights, the European Union Commission has established three medium-term goals. Union européenne The EU Council's resolution served as the foundation for the Commission's and the member states' 2002–2006 policies. This decision will lead to the accomplishment of three objectives. Attaining a high standard of consumer protection across the Community (a high common level of consumer protection): This goal aims to guarantee that national laws are followed and that customers may safely buy goods and services inside the EU. 2. Ensuring the participation of consumer groups in community consumer policies; 3. Enforcing protection regulations effectively (involvement of citizens in EU policies through consumer organisations): It is aimed to further represent and support consumer associations. For these purposes, the Council has assigned various tasks to the Commission and member states (Tridimas, T., 2017).

### **b. European Consumer Policy Strategy 2007–2013**

On April 6, 2005, the European Union Commission approved a strategy paper for the 2007–2013 timeframe after the 2002–2006 European Consumer Policy Program. Creating policies that are focused on the person is one of the strategy's particular goals. The budget includes 1,203 million euros set up for consumer rights and public health. In the future, this rate for public health will rise. To enable citizens to make more effective decisions regarding health and consumer interests. Always take into account consumer interests in the creation of EU policies. to prioritize and ensure its implementation in member countries.

In line with these aims, some joint actions have been put forward to increase the participation of the consumer and play a more active role:

a) Developing web portals, preparing campaigns, and creating conferences and information points so that EU citizens can more easily obtain information and participate

in issues such as consumer interests, the rights they have, and how they can participate more,

b) Consumer and health organizations are more involved in the formulation of EU policies.

c) Increasing the effectiveness of scientific opinions and risk analyses,

d) For the EU to be more powerful internationally, better communication with global consumer and health groups is essential. In this regard, the Commission hopes to accomplish the aforementioned goals by 2013 in the domestic market, particularly in the retail sector. The European Commission stated that the aim is to transform the EU market into the largest retail market in the world and that the common appeal system should be strengthened in cases where existing regulations cannot protect consumers and the Community rules on price fixing are violated. AP believes that it is important to create a common system for consumers, especially in resolving cross-border disputes. In this context, the European Commission, in consultation with the Parliament and member states, is called upon to find a way to ensure that consumers across Europe have access to common appeal mechanisms in cross-border disputes and, if necessary, to submit a proposal on the subject. It is stated that in a market where goods and services circulate freely, it should be possible for consumers living in different countries and facing the same problems to present their complaints jointly. MEPs also recommend increasing consumer information campaigns and creating a European Ombudsman system responsible for cross-border consumer cases (Schütze N., Karl Robert., 2018).

The COVID-19 pandemic affected the whole world as a global health crisis, and this process had significant impacts on the rights and freedoms of consumers. Here are some of the main impacts of the pandemic on consumers and consumer rights:

During this period, consumer concerns emerged about inequalities and price increases in access to healthcare products and services. During the pandemic, many people switched to working from home and the trend towards online shopping increased due to social distancing measures. However, the increase in online shopping has led to supply chain issues, delays and risks of fraud in some cases. Travel restrictions and restrictions have caused many consumers to cancel or change their reservations. This situation brought up disputes between consumers and businesses and increased the importance of return policies. The pandemic has caused many people to lose jobs or lose income. This situation led to consumers experiencing financial uncertainty and concerns about not being able to pay their debts. Consumer rights played an important role in credit and debt management issues. Due to the pandemic, many businesses had to close or limit their operations. This

has affected consumers' access to services, products or subscriptions, and notifications and consumer rights regarding these changes have become important. Working from home and children's distance learning have impacted consumer demands for household chores and access to technology. Consumer expectations came to the fore on issues such as internet speed, computer equipment and home office arrangements.

During the pandemic, consumer rights emphasized the flexible policies and consumer-friendly practices of businesses. It also played an important role in providing accurate information, transparency and reliability to consumers. Consumer protection institutions have become increasingly important during this period to inform consumers, resolve complaints and protect consumer rights.

### **c. Rights granted to the consumer (buyer) in Turkey**

By putting a whole article in the 1982 constitution devoted to consumer protection, the state made a very significant move. As a result, "The State takes steps to safeguard and educate consumers and supports their self-defense efforts." (Paragraph 172) The state implements measures to guarantee and enhance the sound and well-organized exchange of capital, money, credit, products, and services. Additionally, it keeps market monopolization and cartelization from developing as a result of actual or agreed upon circumstances. This is covered in another article about the state controlling the market and shielding consumers from cartelization. Prior to 1995, there was no specific legislation protecting consumers. Since there was no specific law regarding consumers, consumer problems were tried to be resolved by looking at some provisions in various laws until 1995. The emergence and spread of consumer organizations and especially the beginning of the European Union candidacy process has brought about long-needed legal changes in this field. With Turkey's entry into the customs union, that is, the legal fulfillment of consumer rights with the EU regarding the free movement of goods has emerged.

Consumer rights have been more secured by the law, and the consumer's right to demand compensation for damages, which was not available under the old law, has also been introduced.

### **D. Consumer protection law no. 4822**

Consumer Protection Law No. 4822 contains important changes regarding the previous law No. 4077. Evaluating items one and two in terms of purpose and scope will be useful to see the change and new approach. Consumer Protection Law No. 4822 Article 1. The objectives of this legislation are to safeguard the public's health, safety, and financial interests while also educating, educating, compensating for losses, shielding consumers

from environmental hazards, promoting consumer self-defense initiatives, and regulating matters pertaining to the encouragement of voluntary organizations to develop policies on the matter. According to the relevant provision of the legislation and the Constitution, the legislation on Consumer Protection was created to "protect, inform and encourage consumers' self-protective initiatives".

In this sense, the fact that 84% of the applications made to consumer courts are concluded in favor of consumers is important as it shows how broad protection the law provides for consumers. There is a close and reciprocal relationship between consumer protection and economic interests. With the amendment made to the Consumer Protection Law No. 4077 with Law No. 4822, the phrase "by the requirements of the economy" was removed from the first article regarding "Purposes". With this amendment, the legislator has demonstrated that consumer protection should be prioritized over the requirements of the economy in cases where interpretation is required. It has been established by enacting this law, which is the article pertaining to the aforementioned goals that we described before, that the public interest alone should be considered when interpreting consumer rights, rather than financial constraints. (Micklitz, Hans-W, Norbert R., Peter R., and Klaus T., 2018).

Companies possessed far more information about their products and services than consumers did. This information gap allowed companies to misrepresent their products, make exaggerated claims, or omit crucial information, all with the goal of securing a sale. Consumers, lacking the necessary knowledge, were more susceptible to misleading advertising and sales tactics.

Companies sometimes sacrificed product safety or quality to reduce costs and increase profits. Consumers, unaware of these practices, were put at risk. For example, there have been cases of companies selling unsafe food products, subpar pharmaceuticals, or defective goods, leaving consumers to deal with the consequences.

The 'Strengthening Consumer Resilience for Sustainable Recovery' program within the EU reflects a commitment to fostering economic resilience and sustainability, particularly in the context of consumer behavior. While I don't have specific details about this program due to my last knowledge update in January 2022, I can provide some general perspectives.

These efforts have the potential to create a positive impact by enhancing consumer well-being, supporting sustainable business practices, and contributing to the broader goals of economic and environmental resilience. (EU) and its predecessor, the European Communities, faced several challenges when trying to introduce consumer protection rules.

Overcoming these challenges required a combination of legal, political, and regulatory measures.

The EU consists of member states with diverse legal systems, consumer protection traditions, and languages. Harmonizing consumer protection laws and ensuring a consistent level of protection across all member states was a significant challenge.

The EU adopted a harmonization approach by creating directives that set minimum standards for consumer protection. Member states were required to transpose these directives into their national laws, ensuring a baseline level of protection while allowing for some flexibility in implementation.

Businesses were concerned that strict consumer protection regulations could hamper economic growth and increase compliance costs. Striking a balance between protecting consumers and facilitating business activities was a challenge.

The EU established a regulatory framework that aimed to protect consumers while also promoting the internal market. This framework sought to create a level playing field for businesses by ensuring that the same rules applied across member states. It recognized that a well-functioning internal market required consumer trust.

Enforcing consumer protection laws across borders and addressing cross-border consumer disputes posed challenges. Consumers often faced difficulties seeking redress when purchasing goods or services from businesses in other EU member states.

Raising consumer awareness about their rights and educating them about consumer protection rules was a significant challenge. Many consumers were not aware of their rights or how to exercise them.

The EU launched public awareness campaigns and consumer education initiatives to inform citizens about their rights. These efforts included websites, informational materials, and partnerships with consumer organizations to disseminate information. The EU also encouraged member states to promote consumer education in schools and through public institutions.

In some instances, economic pressures, industry lobbying, or political considerations could hinder the development of strong consumer protection rules.

The EU established a robust legislative process that involved consultation with stakeholders, including consumer organizations and industry representatives. This allowed for a balanced approach to rulemaking, taking into account various perspectives.

The Union must support consumers' rights to information and education, as well as their ability to organize for the purpose of protecting their interests, within the parameters of the Consumer Policy, which protects consumers' financial objectives, health, and general

product safety. Regulations for consumer protection- It regulates many issues that directly concern the consumer, such as informing consumers correctly, defective products, preventing misleading advertisements, consumer loans, door-to-door sales and distance sales without coming face to face with consumers. It is accepted that the goods and services offered to the consumer do not carry any risks, the consumer is clearly informed about the product, and the correct functioning of product safety and inspection mechanisms are prerequisites for the protection of both consumer health and consumer rights.

In this regard, when the past Circular Action Plans presented by the Commission are examined, it can be seen that the 'Towards a Circular Economy: Zero Waste Program for Europe', announced in 2014 during the Jose Manuel Barroso Commission period, focused more on waste and included recycling targets (EC, 2014), Jean-Claude It is seen that the Action Plan announced by the Commission chaired by Juncker in 2015 includes actions covering the entire life cycle, including production and consumption, waste management and the secondary raw material market. In the Action Plan dated 2015, targets for consumption were determined as the repair and reuse of products and providing reliable information to consumers, and the main action headings under consumption are better labeling, EU eco-label, environmental footprint, new consumption forms, sharing economy, digital platforms, misleading Actions for green claims have been the establishment of independent testing programs to evaluate planned obsolescence, and the determination of circular economy criteria to be applied in green public procurement. Within the scope of the European Green Deal dated 2019 and the latest Circular Economy Action Plan dated 2020, it was announced that more sustainable consumption and ensuring that consumers in the EU take a more active role in the green transformation will be one of the priority issues.

The 2020 Circular Economy Action Plan highlights the promotion of sustainable consumption, prioritizes consumer empowerment, and outlines initiatives aimed at promoting circular economy practices across the product life cycle. The Commission has underlined that one of the fundamental pillars of the "Sustainable Product Policy" framework that will be developed is giving consumers control and opportunity for savings (EC, 2020a). The Commission has stated that it will look into EU consumer rules as part of the Action Plan to encourage consumers to participate in the circular economy. Additionally, it will strengthen consumer defenses against strategies like obsolescence and greenwashing. Greenwashing, defined as the distribution of inaccurate or incomplete information by an organization to present an environmentally responsible image, and obsolescence practices, which refer to the design of a product to have a limited useful life

by becoming obsolete or non-functional after a certain period of time, are thought to be two of the main obstacles preventing consumers from making sustainable decisions (Furlow, 2010). One way that the plan's "Empowerment of Consumers" actions will move in this direction is by proposing a review of EU consumer legislation to ensure that consumers receive more pertinent and reliable information about products at the point of sale, such as their lifespan, the availability of repair services, spare parts, and repair manuals. examining prospective changes to warranties and the EU Directive 2019/771 on the Sale of Goods; • Looking into ways to strengthen consumer protection against greenwashing and aging practices and establishing minimum requirements for sustainability labels, logos, and other branding; researching ways to strengthen consumer protection against these practices; and considering new horizontal rights for consumers, such as the availability of spare parts, access to repairs, and access to upgrade services for ICT and electronic products.

The EU Eco-label requires information regarding durability, recyclability, and recycled content, among other things. Furthermore, research is being done on the possibility of merging organizational and product environmental footprint approaches. (EC, 2020a).

In the study, the EU's recent policies on sustainable consumption within the scope of the European Green Deal have been tried to be conveyed in order to guide Turkey's efforts in this direction. Despite a comprehensive literature review, the fact that the study was not supported by a qualitative research limited the study in terms of data collection method. Another limitation of the study is that it limits the recent developments towards sustainable consumption in the EU to consumer policies and does not include measures for public procurement. Future studies should be supported by qualitative research such as focus groups and interviews after the legislative process of the relevant directive proposal is completed and implemented, which will enable a more detailed and in-depth understanding of the impact of the introduced changes on consumers' desires and habits to purchase green products, both in terms of contribution to the literature and in providing guidance to practitioners and researchers. It will be useful as a demonstration.

## **Chapter III. EU and Turkey in terms of consumer protection and representation**

### **3.1.. Consumer Organizations and Networks**

Consumer organizations established by members on a national scale are supported by the union. Their development is ensured by offering incentives in the created budget. If we look at the European Union level, we can see that there are five major organizations. 1) (BEUC) 2) (ECCG) 3) ANEC (the European Consumer Voice in Standardization) 4) The European Consumer Centers Network (ECC-NET) 5) ECC/CH - The European Consumer Centers - The Clearing House The 33-member Consumer Consultative Committee (CCC), consisting of six representatives from each of the European Community consumer organizations appointed by the Commission, was established by the Commission in September 1973.

### **3.2. European Bureau of Consumer Unions (BEUC)**

It was founded in Brussels in 1962. Although it was founded by the consumer organizations of Belgium, Luxembourg, France, the Netherlands, Italy and Germany in its early years, as the union grew, it became the central consumer organization of the entire EU. Members include 25 consumer organizations from 19 European nations. In addition to the nations that make up the European Union, Norway, Iceland, Switzerland, and Slovenia are also members of the organization. In 2008, thirty European nations (EU, EEA, and candidate countries) had forty-two national independent consumer groups as members. The office's responsibility is to produce consumer-friendly European Union legislation on consumer rights and to influence EU policy in favor of consumers.

Of the office does not provide services such as informing consumers, giving advice to consumers, conducting comparative product tests, creating education and training programs and publishing media for consumers. The Bureau works exclusively at the political level to be effective in the development of European Union policies affecting consumers. Financing of the Office is provided by its member national organizations and the European Commission.

Practices that we can call the protection of consumer rights were mainly formed after the Industrial Revolution. In the pre-industrial period, people's needs were fewer, and the variety of goods was less, simple, and uncomplicated. Human needs were limited (Taşdan, K., Albayrak, M., Gürer, B., Özer, O.O., Albayrak, K., Güldal, H.2014)..

The International Organization of Consumer Associations was founded in 1960. This organization, headquartered in London, is the world's highest-level consumer organization. Its purpose is to educate, inform and protect the consumer. It also aims to



reveal consumer rights and needs and represent consumers in the UN and other international platforms. As a result of studies on consumer culture in the world and studies on consumer protection in international organizations, "UN Universal Consumer Rights", which protects consumers at the highest level internationally, was adopted unanimously at the UN General Assembly in 1985, with the proposal of the International Organization of Consumer Associations, and to which Turkey has signed. The Declaration states eight universally accepted fundamental consumer rights regarding the protection of consumers.

### **3.3. Examples from some EU countries**

#### **a. France**

The law, which was enacted in 1984 and covers general obligations regarding food labeling (product introduction, components, net content), standardization and prices, has been adapted into national law. Consumers obtain the necessary information from various publications- The test results are released by UFC in its own magazines, "Q" and "cho:isir". Ireland: The Consumer Affairs and Trade Improvement Directorate office oversees consumer information, while the Trade and Industry Department is in charge of general consumer policy. Furthermore, the Office of the Ombudsman offers individuals consultative services. Additionally, this institution handles consumer complaints regarding government agencies. Founded in 1966, the Consumers Association of Ireland (CAI) was a private organization.

Consumer movements that started in France in the mid-twentieth century have gained significant power with different forms of organization. These are consumer Organizations, Family Organizations, Specific and specialized organizations, and other organizations originating from the customs union. These organizations, with their membership numbers approaching four million, have gained the right to be represented by the National Consumer Council, which was established in 1983. "A six-minute consumer program is broadcast weekly on two channels of state television. Regional consumer associations have the opportunity to broadcast 1.5 hours of programming per week on local networks. The organization for training consumer leaders helps with educational work in schools." The organization is responsible for market supervision and implementation of consumer policy. It carries out inspections in many areas with its 400 employees and organization in 22 regions. The Directorate General for Customs and Excise (DGDDI) monitors the conformity and safety of products imported from third countries. 18 organizations representing consumers at the national level are supported by the state. In local governments, this number is around 1200. These organizations contribute to the

implementation of consumer policies under the authority of the National Consumer Council (CNC). Public participation in council membership in municipalities is very high, the number of council members is close to 400,000. In addition, there are commissions in which consumer representatives officially participate in making decisions. Elected members It consists of a tripartite management structure where employees and consumers are represented. Participation of the public and consumers is very effective, especially in services such as water supply service, urban transportation, green areas, street cleaning, sports, culture, and education.

### **b. Sweden**

Unlike other member countries, a "Ministry of Consumer Problems" was also established in Sweden. Financial services for informing and educating consumers are financed by the government. Consumers are informed accurately and completely through tools and organizations such as local press, municipal bulletin, local radio, city council announcement boards, billboards, information desks, information centers, and city offices. City council meetings and public committee meetings are open to everyone. New types of participation are being implemented, such as live broadcasts of city council meetings on television and direct telephone contact. Annual accounts of municipalities can be requested by those interested and copies can be obtained free of charge. It is required by law to obtain and discuss local opinions with public participation before making local government decisions on planning and structuring issues. Local referendums (public votes) held before the decision are also a type of public participation. Public participation in policy-making bodies is most evident in the education sector. Many schools have management committees in which students, parents, teachers, and school principals participate.

The National Consumer Council represents government and other public entities

### **C. Germany**

Responsibility for consumer policy is shared between the government's Ministry of Economy and the Länder's local governments. The Ministry conducts comparative product tests of various organizations and publishes the results in its own magazine "Test".

Consumer policy in Germany is one of the main policies that the federal government attaches importance to. Here, strict controls, practices, and legal regulations in the field of competition policy have been primarily for the benefit of consumers. There are 16 consumer lobby groups as well as many consumer advice centers spread throughout Germany. He is also a member of The Union of Consumer Associations (AgV). Consumer associations also actively work in shaping consumer policies. Among these, the Consumer

Council, consumer organizations, and related organizations are represented within the Ministry of Economic Affairs. The duty of the Consumer Committee, which is affiliated with the Federal Ministry of Food and Agriculture - Forestry, is to enact and implement consumer-related legislation. There are two consumer associations at the national level. Arbeitsgemeinschaft der Verbraucherverbände (Union of Consumer Associations). is active in the legal process of protecting consumer rights, expressing opinions on legal regulations, and working to inform the consumer. Verbraucherschutzverein (Consumer Protection Association). They are organized as consumer centers and work on combating unfair commercial practices and resolving misleading advertising and contracts.

#### **E. Estonia**

The European Consumer Center in Estonia was established in 2005. There are different levels of consumer protection. Established in 1994, the Consumer Protection Board (CPB) works under the Ministry of Economy and Communications to best support consumer rights and interests at the legal level. It also serves the consumer more closely with its local organizations. The Functions of the Consumer Protection Board to guide, inform, and educate the consumer. The Board consists of 62 members, most of whom are local government (12) representatives. The budget for 2007 is 982,450 euros. Non-governmental organizations and other voluntary organizations also represent the defense of consumer rights in the legal arena and local governments and have important roles in the court process in disputes between producers and consumers. Umbrella Organization Estonian Consumers Union works in cooperation with nine consumer organizations. Local governments, on the other hand, can produce different solutions within their administrative structure to serve consumers. For example, the Tallinn City Government has established its Price and Consumer Protection Division.

## **CHAPTER IV. CONSUMER PROTECTION IN THE EUROPEAN UNION, DIRECTIVES AND COMPARISON WITH Turkey**

### **4.1. OVERVIEW**

Ahi Unions, which spread to towns and villages during the Seljuk and Ottoman periods, became a powerful organization. These unions operated to establish and maintain a well-established, solid, and orderly social structure that strictly adhered to professional ethics and religious rules. In parallel with this, Guild Organizations have also maintained some of their strong traditions for many years and have been effective in the formation and regular functioning of trade and professional ethics. While the Consumer Rights Law began to be implemented in Turkey in 1995, it was known for years that studies aimed at

consumers were first carried out and laws were enacted in the USA and European countries. Ottoman Research Foundation Board of Trustees Chairman Prof. Dr. Ahmed Akgündüz, citing the Ottoman Code of Laws book as an example in his research, revealed that the world's first Standards and Consumer Protection Laws belonged to the Ottoman Empire. II. It is known that one of the most important laws of the Bayezid period was the Bursa, Istanbul, and Edirne Ihtisab Codes. This code is not only the most perfect and comprehensive municipal law in the world, but also the first law protecting consumer rights in the world, the first foodstuffs regulation, the first standards law, the first environmental regulation, and, in short, a very wonderful legal code for its time. (<http://www.habervitrini.com>) This law was prepared by Mevlana Yaraluca Muhyiddin, who knew both Ottoman customs and Islamic law very well. Its preparation date is between 1502 and 1507.

Article 20 of the instruction on the use of the TSE brand states: "The Institute is not responsible for the production of products according to the standard. However, it listens to consumer complaints and may issue a reminder, warning, or fine to the company by Article 18." By Article 22 of the same instruction. If there is a manufacturing defect (material, construction error) in a product for which a certification contract has been made with TSE, the manufacturer is obliged to repair, replace or refund that product by this article of the Certification Instruction. The Institute, which encourages companies to produce goods and services with increased quality and standards, has also helped to bring the issue of consumer protection to the agenda by creating assurance for consumers. Regulations such as the reorganization of economic state enterprises, institutions, and subsidiaries with the law no. 440 in 1964, the enactment of the decree of the Council of Ministers on the implementation of law no. 3489 on the obligation of the non-negotiable sales in 1970 and the envisagement of various measures for the protection of consumers through 5-year development plans and annual programs were made. was studied. (Özkaya, 1994:8) The issue of consumer protection in its current sense was discussed for the first time in 1970 at the "Consumer Problems Seminar" organized jointly by the Turkish Standards Institute and the Turkish Chambers of Commerce, Chambers of Industry and Commodity Exchanges. The aim was to shed light on the work being done in the Ministry. This seminar has two positive outcomes. Firstly, the "Draft Law on the Regulation of Activities Related to Commercial Goods and Services for the Protection of Consumers" was prepared and presented to the Turkish Grand National Assembly for the first time in 1971. However, this bill has not become law. The second result was the establishment of a "Consumer Problems Branch" within the Ministry of Commerce. However, this branch was abolished in 1974 because it

could not provide expert personnel. (Sözbilir, 1990:28) Relevant regulations have been made in many laws to protect the consumer. However, the need for a separate legal infrastructure that prevents consumers' health, safety, and economic grievances, and enlightens and educates consumers on this issue has been met by the Law on Consumer Protection No. 4077, enacted in 1995. The Law on Consumer Protection is a framework law. In other words, the aim here is to protect the consumer with a single law. The choice of this method, which is used only in Austria in the world, can be attributed to three reasons. First, the framework law can be changed more easily. However, making changes in 5-6 laws would be more difficult and time-consuming. Secondly, the laws previously enacted in Turkey aimed at protecting the consumer and/or containing consumer protection articles are very dispersed and there may be difficulties in identifying them. Thirdly, the framework law is more useful in terms of raising consumer awareness. Thus, the consumer has the opportunity to see what and where to apply. There is no doubt that regulations that bring modern rights regarding consumer protection and that will ultimately ensure the ability and power to compete internationally through the effective and efficient use of economic resources by achieving total quality will make positive contributions to the country's economy.

After the Post-Republican Ottoman period, there was no significant development in the consumer movement in the Republican period. In the economic order that adopted a closed, statist, and import substitution approach until the 1980s, consumers were able to obtain goods and services by waiting in line on the black market. However, with the start of free competition in our economy, which started to liberalize with Turgut Özal's coming to power, there were great changes in social life as well as economic life. Increasing competition in the economy has started a brutal race between companies aimed at attracting consumer attention. The best-known way to do this is to reach consumers through advertising. During this period, the consumer movement was taking its decisive position in the economy as a rising value in Europe and the USA. As a result of these developments, the concept of consumer rights has begun to be discussed in our country. With the becoming a party to the United Nations Universal Declaration of Consumer Rights in 1985, studies in the field of consumer rights gained momentum and many associations were established. (Yılmaz, E., Oraman, Y., İnan, H. 2019).

## **4.2. EUROPEAN UNION LEGISLATION IN THE FIELD OF CONSUMER PROTECTION**

### **a. EUROPEAN UNION'S DIRECTIVES ON CONSUMER PROTECTION, RECOMMENDATIONS AND COMPARISON WITH Turkey**

The legal equivalent of this statement meant a transition from the principle of minimum compliance to the principle of full compliance. In this context, efforts to unify consumer law have been initiated. In the "Green Book on the Review of Consumer Law Uniformization Studies" published by the European Commission in 2007, 8 directives on consumer protection were examined (Tridimas, Takis.,2017).

The principle of proportionality is regulated in the 4th paragraph of Article 5 of the Convention on the Functioning of the European Union. Accordingly, the content and form of the measures to be taken by the Union cannot exceed the realization of the purpose foreseen in the (founding) agreements. Once it is determined whether the Union will make a regulation on an issue, taking into account the principle of subsidiarity, which is also regulated in the 3rd paragraph of this article, it is decided how this regulation will be made, taking into account the principle of proportionality. With the principle of minimum compliance, the lower limit of protection was determined and member countries were left with a margin of action to protect this limit Yılmaz, E., Oraman, Y., Unakıtan, G., İnan, İ. (2015). Thus, EU Law could be transposed into domestic law by the principle of subsidiarity and proportionality. In the Consumer Policy Strategy Report dated 2002, where the European Commission brought the principle of full harmonization to the agenda, "the adoption of the Euro as the justification for such a policy change, the facilitation of cross-border shopping thanks to social, economic and technical developments and the fact that consumers can access the Common Market without facing any obstacles." ensuring that they benefit from its advantages. The focus of criticism is that the area in which member countries can make regulations will narrow by restricting their powers and that the high level of protection granted in member countries may have to be reduced due to full compliance. To prevent these negativities, the principle of full compliance is applied in a limited area, at least for now. According to the opinion accepted by the majority, bringing the laws closer together could be achieved with minimum harmonization, and this could only be an intermediate goal. To ensure better protection, the law should be uniformized by adopting the principle of full harmonization. b) Studies on Harmonization of Contract Law 1. Draft on Common Principles (Draft Common Frame of Reference/ Entwurf für einen Gemeinsamen Referenzrahmen) A comparative legal study to be carried out by the European Commission in 2001 to form the basis for common provisions on European

Contract Law to be established in the future. An academic board consisting of 150 academics was established for this purpose. This work was to be based on PECL and serve as a “tool kit” for future codification movements. In 2009, the draft consisting of 10 books and 948 articles containing the framework recommended principles were announced by the Board (Draft Common Frame of Reference – DCFR for short) (Yılmaz, E., Oraman, Y., Unakitan, G., İnan, İ.2015)..

The subject, which is founded on the law of duties systematic and the Continental European Legal System, encompasses several aspects of contract law, including property law, specific contract types, unjust enrichment, torts, and acting without agency. The extensive research has drawn criticism from the literature for going beyond the commission's jurisdiction and resembling a "law of obligations" rather than merely a "tool kit." Furthermore, DCFR turned out to be an entirely academic research that was conducted without taking political objectives or reality into account. A working group of specialists was established in 2010 to examine the study's practical usefulness to legalization movements in the field of consumer law and the 963 consumer protection models in the European Union. In 2011, the group released a report outlining its conclusions. Consequently, the proposal was pared down to 189 items that satisfied the political needs of the European Commission and contained broad principles pertaining to sales law and contract law. 2. Common European Sales Law Draft (Gemeinsames Europäisches Kaufrecht/Common European Sales Law) Published in 2010 as a result of an additional research conducted by the European Commission, the "Green Book" details how consumers and sellers/suppliers/entrepreneurs can enter the European contract law market.

Consumer models are categorized as consumers in terms of the market economy, consumers in need of protection as the weak party of the contract, and "consumer in need of protection" depending on the circumstance, taking into account the evolution of consumer legislation and the directives for consumer protection. Two things need to happen for this to happen: The customer must, first and foremost, be properly educated about his demands and the options available to satisfy them. Legalization Movements in the Field of Consumer Law in the European Union and 967 Consumer Protection Models The consumer, on the other hand, is unaware of how the contract will bind him and what his main responsibilities will be. - Psychologically Weak Contracting Party: The consumer has a quality that can be influenced in terms of his shopping habits and decisions while determining his needs. When viewed individually, this may be a character disorder, but abstractly, the consumer's behavior can be directed based on different starting points. 3. "Protection of the Consumer about the Situation" Model The view that the consumer is

weak and the explanations related to this have not been found convincing and explanatory for every situation the consumer is in. Following this, the idea of protecting the consumer regarding the situation was developed. This protection consists of founding and balancing elements. The purpose of constitutive consumer protection is to enable the consumer to determine his destiny. This manifests itself through the principle of autonomy of will and the provision of free competition. However, when these principles are inadequate and the right to self-determination is damaged, balancing consumer law comes into play. Therefore, the purpose of consumer law is to ensure fairness in materially broken contracts. Accordingly, the consumer protection policy must identify situations in which the consumer cannot determine his destiny in private law relations that develop by ensuring autonomy of will, that is, he makes his decisions under the influence, and to support the consumer in making his own decisions in these cases. The legislator must determine why the consumer is incapable of deciding on which situation and develop tools to protect the consumer to eliminate this situation (Yüzbaşıoğlu, R., Kızılaslan, H., Kızılaslan, N., Kurt, E. 2018)..

Two separate programs were implemented by the European Community between 1975-1979 and 1981-1986, protecting the health and safety of the consumer, securing their economic interests, and based on the rights to satisfaction, information and education, organization, and representation. The Commission published a principle decision called "breakthrough" in 1986. Accordingly, he identified 3 targets. First, products sold within the community must meet acceptable, safe, and sanitary norms (Torlak, Ö. 2011).

The fact that the majority of these date back to after 1990 is a simple indication of how prominent the issue has been in the community in recent years. In the directives issued at various times, the European Parliament and the Council have introduced regulations on important issues such as price tags, price tags on foodstuffs, warranty certificates, security, and information to ensure a certain harmonization in member states. Member states of the European Commission must ensure that existing or newly established bodies comply with concrete principles on important issues such as independence, transparency, giving importance to producer and consumer opinions, suitability of practices, legality, representation of both parties, and establishment of consumer committees in resolving consumer problems through out-of-court means. he wanted. To achieve a high standard in the consumer rights of 500 million citizens with the participation of the candidate countries, the Commission, since 2002, has put in place practices that will ensure the effective implementation of consumer protection rules and the effective participation of consumer organizations in consumer policies.



**b. DIRECTIVE (87/357/EEC) ON PRODUCTS THAT THREATEN THE HEALTH AND SAFETY OF CONSUMERS AND APPEAR DIFFERENT FROM THEIR ONES AND COMPARISON WITH TURKEY**

Although legal provisions and regulations are in force in most of the member countries regarding some products that appear different from what they are and endanger the health and safety of consumers, since there are differences between countries in terms of content, scope, and field of application, the European Union Community has established 87 regulations to ensure unity among member countries and to eliminate differences. /357/EEC published the Directive.<sup>1</sup> According to this Directive; The health and safety of the consumer must be protected to the same extent in different member states. The marketing, import, and export of products that endanger the health and safety of consumers because they can be mixed with food products should be prohibited. Goods that appear dangerous should be withdrawn from the market. Any necessary inspections can be carried out within the Advisory Commission. This Directive was signed in Luxembourg on 25 June 1987 and consists of a total of 7 articles, although these products are food products, they are considered food products for consumers, mostly children, due to their shape, smell, appearance, packaging, labeling, volume, or dimensions. He stated that they could confuse them with other substances and that they could harm themselves as a result, and stated that member countries should cooperate on this issue and control should be carried out. Article 24/A of the Law on Consumer Protection No. 4077, as amended by Law No. 4822; "Although they are not food products, the production, marketing, import and export of goods that appear different from what they are due to their shape, smell, appearance, packaging, label, volume or size, and therefore can be confused with food products by consumers and endanger the health and safety of consumers, are prohibited. "The consumer who purchases goods that appear different from what they are has the right to file a lawsuit for the material and moral damages they suffer." says. As can be understood from these explanations, it can be seen that the European Union Commission's Directive No. 87/357/EEC has been transferred to our Consumer Legislation with Article 24/A. (Tandoğan H. 2017).

**c. DEFECTIVE PRODUCT LIABILITY DIRECTIVE (85/374/EEC) AND COMPARISON WITH TURKEY**

Differences in practice between member countries also make competition unfair. Products circulating in the common market are also affected by this. The protection of consumers against hazards to their health will vary due to different practices. With this Directive, which consists of a total of 22 articles and was signed by the member countries on 30 July 1985, consumers are protected against defective and defective goods. The

liability of the producer without any fault will be possible with the fair distribution of the risks brought by modern technological production. All manufacturers who have defects in portable products produced by artificial means, products used in the construction of immovable products, portable products used inside immovable properties, final products supplied, parts or raw materials must be held liable. This responsibility should also include those who introduce themselves to the community as producers or those who supply products although the manufacturer cannot be identified. In (Ünusan, N., 2017).

To protect consumers, it is necessary to provide compensation in case of death or injury, as well as compensation for property damage. Limiting the period for filing a lawsuit for compensation will be in the interest of both the injured party and the producer. (Tanyeri M. 2019)..

2 Article 4 of the Law on Consumer Protection No. 4077, Amended by Law No. 4822: Services that contain material, legal or economic deficiencies are considered defective services. With the continuation of the said article, the consumer has a period of 30 days to notify the seller of this defect. In addition, if a defect occurs after the performance of the service, a statute of limitations of at least two years has been introduced, and a statute of limitations of 3 years has been introduced for prosecutions due to any damages caused by the defective service. In addition to the article mentioned above, "Regulation on Liability for Damages Caused by Defective Goods" (13.06.2003, O.G. No: 25137).

In our opinion, this proposal for the Directive (defense of regulatory compliance) and the definition of non-compliance in the Law are not appropriate. Especially in developing sectors, it is doubtful whether the legislature can make comprehensive and detailed regulations that will ensure that the product in question meets justified safety expectations. Due to the nature of the business, the legislator will be able to foresee product safety norms after the products begin to become widespread. In other words, the legislature is behind the industry. Especially in areas that are open to continuous development, such as the pharmaceutical industry or technological sectors, it is almost impossible for the legislator to catch up with the sector. A significant amount of time will pass between the products becoming widespread and product safety legislation becoming adequate. Consequently, it will be difficult for those who have been harmed during this time to obtain compensation. The fact that the definition includes "non-compliance with general product safety legislation" in addition to the relevant technical regulation does not solve this problem. Because general product safety legislation is inadequate in terms of a responsibility that covers every conceivable and very different product such as food,

medicine, clothing, technology, toys, furniture, cars, sports equipment or pacemakers, and even real estate.

### I. Solution to the Problem

In our opinion, this inaccurate definition can be overcome by interpreting different provisions of the Law together. According to the conclusion we will reach below when the Law is evaluated as a whole with all its provisions, it will be seen that the concept of non-conformity is not just a violation of product safety norms.

### II. Defense of Compliance with Mandatory Regulations

Law m. According to Article 21(3), "If the manufacturer or importer proves one of the conditions specified in the second paragraph, the liability for compensation specified in Article 6 is eliminated." In the second paragraph of the article, three defense options are foreseen that enable the manufacturer or importer to escape liability.

In other words, there would be no point or necessity in allowing the manufacturer to escape liability by proving that the non-compliance was due to non-compliance with mandatory rules, because if these rules were followed, the product would not be inappropriate.

### III. Responsibility for Development Risks

In addition to production, design, and information defects, the fourth type of defects is development risks (Eng. development risk; Fr. *risque de développement*; German. *Entwicklungsfehler*). Depending on the level of science and technology at the time the product is put into circulation, defects whose existence is not possible to be discovered are called development risks or development defects. It is said. For example, a drug may cause health problems in the child of the person using the drug who is born years later. If, despite consulting the highest level of scientific and technical knowledge, this situation is not discovered before the product is put into circulation, this defect in the drug will be considered a development risk. Contrary to the directive, the Law does not include the development risk defense among the defenses. In other words, manufacturers are also responsible for defects that cannot be discovered when the product is put into circulation. The fact that manufacturers are responsible for development risks shows that the concept of non-conformity (defect) is not just a violation of technical regulations. Because, considering the level of science and technology, it is not possible to prevent a defect that cannot be discovered, even through technical regulation (Tek Ömer B. 1991).

As we mentioned above, the defense of regulatory compliance means that although the defect consists of non-compliance with the technical regulation the Defense of

compliance with mandatory regulation gains meaning even though defect is a broader concept than compliance with technical regulation.

#### IV. General Product Safety Legislation

In cases where there is no technical regulation for the product or it does not contain provisions regarding human health and safety or does not contain provisions regarding specific risks or risk categories and there are no standards referred to in the fifth paragraph, the compliance of a product with general product safety requirements, if available, shall be taken into account: The following criteria are used to evaluate it: a. European standards that are not the same as the national standards mentioned in the fifth paragraph.

c. International and national norms.

b. The European Commission's or relevant authorities' opinions as a reference for evaluating the safety of a product.

d. The relevant industry has codes of good practice in place for product safety.

e. Technological proficiency and understanding.

f. Reasonable safety expectations held by the consumer.

#### 1. DAMAGES TO BE COMPENSATED ACCORDING TO THE DIRECTIVE

The second condition of liability is damage. The directive aims to protect individuals' physical integrity and property rights. Accordingly, the Directive has included three damage items within the scope of product liability compensation. According to Article 9 of the Directive, damages resulting from death and bodily injuries and damage of at least 500 Euros to goods other than defective products can be compensated within the scope of product liability.

It is not the performance interest (*Leistungsinteresse*) that is protected by product liability. It is the interest of integrity (*Integritätsinteresse*). The decrease in the value or usability of the current product is not included in the scope of compensation. Although the Directive does not allocate the right to claim compensation to the users of the product or to those who have the title of consumer, it indirectly excludes traders and professionals from the scope of damages to goods by foreseeing compensation for damages to goods intended for personal use or consumption (Zorba, N.N.D., Kaptan, M. 2011).

Within the scope of the directive, damages to digital assets are not compensated. The proposal to include these membranes within the scope of the Directive is on the agenda. The EU Expert Group, on the other hand, thinks that the proposal to expand the responsibility should be approached cautiously. Even if digital assets are not considered goods or damages caused to such assets are clearly

Even if it is not included in the scope of liability, there are already legal possibilities for compensation for damages caused to digital assets. For example, if there is a contract between the injured party and the one causing the harm. If the damage has occurred as a result of the violation of a property right or another protected interest such as a property right on the medium in which the digital asset is stored. Liability will arise if the act that caused the damage violates a rule of criminal law or another binding norm aimed at protecting individuals from such damage, or if the damage is caused intentionally.

## 2. DAMAGES TO BE COMPENSATED ACCORDING TO THE LAW

By law, all damages caused to a person or property are included in the scope of product liability compensation (Law Article 6(1)). As can be seen, the scope of compensable damages in the Law is broader than in the Directive. Contrary to the directive, the Law includes damage to all kinds of property, not just personal property, within the scope of product liability compensation. If the non-conforming product has caused damage to a good used within the scope of commercial or professional activity, the trader or professional who owns this good may also demand compensation from the manufacturer. Additionally, there is no lower limit for the amount of damage. In addition, contrary to the Directive, non-pecuniary damages are also included in the scope of product liability compensation (Law Art. 6(5)). While it is clearly stated in the directive that goods intended for personal use are other than defective goods. There is no such clarity in the law. However, based on the fact that the product is mentioned to cause damage to a property, it can be concluded that this is a product other than a non-conforming product.

If the product has caused damage to a person's digital assets (e.g. digital data), then the damage suffered by the data owner cannot be described as damage to property and, as a rule, cannot be compensated within the scope of the product liability. However, if such damage occurs as a result of property damage, it must be compensated as indirect damage.

For example, if a computer belonging to person A is damaged or unusable due to a defective product and the data belonging to person A is destroyed in the meantime, the damage suffered due to the loss of data will be compensated as indirect damage. However, if the computer belonging to person A becomes unusable due to a defective product and the data of person B on this computer is destroyed, then there is no damage to property or indirect damage to person B.

The damage suffered by person B is pure economic damage. Pure economic damages are, as a rule, not compensable damages within the scope of non-contractual liability law in Turkish and Swiss laws. Of course, it is also possible for someone to suffer moral damage

due to damage to digital assets (for example, loss of data). If such a situation occurs, compensation may be requested from the manufacturer for non-pecuniary damage.

In our opinion, the fact that the scope of the damage that the responsible person is obliged to compensate for has been kept wider compared to the Directive - is not a positive difference. The group of people whose interests must be protected is not only those who are harmed. To ensure that the products offered for use are safer and more qualified, it is important to consider the interests of the manufacturers as well as hold them responsible for the damage. For this reason, it is more appropriate to keep the damage to property limited to damage to items specific to personal use to maintain balance. Merchants and professionals are among the people who can already take precautions (such as taking out damage insurance) in case of damage to the goods they use in their commercial or professional activities. (Ünüsan, N. 2017).

#### 1. CAUSALITY LINK ACCORDING TO THE DIRECTIVE

In the law, causality is mentioned as a condition of liability. There is no other provision on this matter. Therefore, as prevailing in Turkish law, appropriate causality will be sought here. 128 Purely accidental and unpredictable damages will not be attributed to the manufacturer. If, in addition to the defect, the act or inaction of a third party was also effective in causing the damage, this does not reduce the manufacturer's liability (Law Art. 21(3), c. 2.). In this respect, the Law is parallel to the Directive (Directive art. 8). However, if the act or inaction of the third party reaches an intensity that breaks the causal link between non-conformity and damage, then the manufacturer will not be responsible.

#### SUBJECT OF LIABILITY ACCORDING TO LAW

##### 1. MANUFACTURER

Although it is stated in the justification of the law that product liability originates from the Directive, unfortunately, it is not the definition of producer in the Directive: The definition of manufacturer in the EU regulations regarding product safety has been adopted. "The natural or legal person who manufactures the product or has the product designed or manufactured and puts it on the market under his name or trademark" is what the law defines as a manufacturer. (Law Art. 3(1)). (g)). Essentially, since the Law is largely concerned with market surveillance and product safety, there is no harm in this aspect. Because the envisaged liabilities and sanctions are related to non-conforming products placed on the market. What is important in this respect is the person who puts the product on the market. However, when we look at it from a product liability perspective, there is a serious deficiency. This is again a problem created by the fact that product liability and

product safety are regulated together in the Law - despite the serious differences between them.

As can be seen in Article 3 of the Directive, in product liability, all actors in the production and release chain of the product are held responsible. Among these people, there are also raw material and intermediate product producers. Some of these manufacturers have never placed the product on the market and

#### **IMPORTER**

The other subject of liability is the importer. Importer refers to the real or legal person who imports the product and places it on the market (Law Art. 3(1)). This definition is different from the definition of importer in the Directive. According to the Directive, an importer refers to anyone who imports a product into the community to sell, rent, leasing, or distribute it in any way within the framework of his commercial activity (Directive art. 3(2)). Even though this purpose element in the directive is not included in the definition of the Law, it is included in the Law Art. 3(1)(k) and art. The same conclusion is reached from Article 3(1)(i).

#### **2. DISTRIBUTOR**

Distributors are also responsible for damages caused by product non-conformity. Law m. According to Article 11(3), "In cases where the manufacturer, authorized representative or importer of the product cannot be determined regarding the liability for compensation arising from the product, the person who suffered the damage shall be given the name and contact information of these economic operators, and if he does not have this information, the name and contact information of the previous economic operator in the supply chain." "The distributor who does not provide the contact information and contact information within ten business days from the date of notification of this request will be held liable for compensation like the manufacturer within the scope of this Law." The purpose of holding distributors responsible is to ensure that the injured party always has someone to whom they can claim compensation.

It is conceivable that platforms that mediate the sale of products online can also be held responsible, just like distributors.

Law m. According to Article 11(3), in cases where the manufacturer, authorized representative, and importer cannot be determined and the distributor does not inform the contact information of these people promptly, the distributor is held secondarily responsible. Otherwise, the legislator did not consider these people among the subjects of product liability in the first place. What if the nonconformity in the product occurs not from the manufacturer or importer, but from the distributor. In this case, will the distributor be held primarily

responsible? According to Article 21, which will be examined below, the manufacturer or importer can avoid liability by proving that the defect occurred due to the intervention of the distributor. In cases where the manufacturer and importer are identified, but they prove that the defect is not caused by them, the distributor product becomes the primary subject of liability. For example, if a food product that was not non-conforming at the time it left the control of the manufacturer or importer becomes non-conforming due to the distributor's failure to comply with the temperature and humidity conditions that it must comply with during transportation and notified to it by the manufacturer, the manufacturer or importer will not be held responsible. However, in this case, the distributor is now considered the manufacturer. The verb to change here should be understood to include all changes that occur as a result of the distributor's action or inaction. If the product has become unsuitable due to being stored under incorrect conditions after being received by the distributor, the distributor is now considered the manufacturer. However, if the distributor has preserved the product as it should be, but the product still becomes unsuitable during transportation, the manufacturer should be held responsible. For example, if a food product is spoiled because it was not packaged well or the necessary preservatives were not added to the content, even if the spoilage occurred later, the nonconformity (defect, that is, wrong packaging or content) still exists while the product is under the control of the manufacturer. Therefore, the manufacturer should still be held responsible.

Another question that comes to mind in terms of distributors' liability is regarding products that need to be recalled from the market. If other measures taken are insufficient to eliminate the risk, the economic operator may recall the product on its own or upon the request of the authorized institution (Article 19 of the Law). The distributor, who fulfills his responsibilities specified in the law and delivers the product withdrawn from the market, requests the manufacturer or importer to resolve the problem that caused the product to be withdrawn from the market. The manufacturer or importer, if possible, brings the product into conformity and delivers it to the distributor (Law m. 21(5)). Despite this obligation, is a distributor who places a product that needs to be recalled on the market liable to pay product liability compensation? Law m. 11(1) provides that distributors who modify the product in a way that affects its compliance with the relevant technical regulation or general product safety legislation will be considered manufacturers. The distributor who does not fulfill his obligations regarding the product that needs to be recalled and replaced - even if he has not made a direct change in the product - should be considered the manufacturer and be considered the primary subject of product liability.



**d. DIRECTIVE ON PRECAUTIONARY MEASURES FOR THE PROTECTION OF CONSUMER INTERESTS (98/27/EC) AND COMPARISON WITH TURKEY**

The purpose of this Directive is for Member States to take precautionary measures aimed at protecting the collective interests of consumers, which are included in the directives described so far. HTLM 04.01.2009. It aims to ensure the smooth functioning of the internal market and, in other words, to bring them closer together. In addition to this Directive, which was prepared in Brussels on 19.05.1998 and consists of 10 articles, the European Union Commission No. 2001/310/EC "Commission Recommendation on the Rules Applicable to the Responsible Institutions for the Out-of-Court Settlement of Consumer Disputes" has been published. Articles 22 and 23 of the Law on Consumer Protection and the "Regulation on Arbitration Committees for Consumer Problems" (01.08.2003. O.G. No: 25186) have been published and compliance with this Directive has been achieved. The Ministry is responsible for establishing at least one consumer issues arbitration committee in provincial and district centers to find solutions to disputes arising from the implementation of this Law. This delegation will be chaired by the Provincial Director of Industry and Commerce or an officer appointed by him. It consists of one member each appointed by the municipality, bar association, chamber of commerce and industry, chamber of tradesmen and craftsmen, and consumer organizations.

In provinces and districts where the Ministry does not have a provincial organization, the chairmanship of the consumer arbitration committee is carried out by the highest civil servant or an officer appointed by him. If there is no consumer organization, this task is fulfilled by consumer cooperatives. Missing memberships are filled ex officio by the municipal councils. At least one rapporteur is responsible for preparing a file. It is mandatory to apply to the arbitral tribunal in disputes whose value is below 936.97 Turkish Liras. The decisions of the arbitral tribunal are binding on the parties. These decisions are carried out following the provisions of the Execution and Bankruptcy Law regarding the execution of the decisions. There is the right to appeal against the decision to consumer courts within 15 days.

When deemed necessary, consumer courts may decide to stop the violation. The injunction decisions taken by the consumer courts are announced by the Press Advertisement Agency in one of the newspapers published at the country level and also in a local newspaper, if any, published in the place where the case is filed. It is seen that compliance with this Directive is achieved with the provisions of the said article and the published regulations.

Evaluating consumer problems as a policy and preparing programs in this direction continues with significant success. When we look at today's conditions and see the range of problems that consumers will face, it becomes clear that the steps to be taken in this direction must be multifaceted and comprehensive. Considering the goals that the European Union wants to achieve with the single market, it can easily be said that it has achieved significant success with the action plans it periodically prepares in the name of consumer rights, to protect and represent their interests, and not to be crushed under harsh market conditions. The establishment of consumer courts and Arbitration Committees and their effective service are important reflections of this. With the consumer policies to be developed from now on, it should be aimed to make the understanding of quality dominant in production and to put consumer health and safety among the priority targets of competition policy.

As stated in the 2008 progress report, the failure to make necessary innovations in the field of food safety is an important deficiency. Since even the smallest change in this field will find a response in daily life and will be more practical, it is essential to establish and maintain a controlled and robust control mechanism. Non-Governmental Organizations are complementary and auxiliary to the democratic state system.

A mechanism should be established between the organizations and their functional connections should be ensured in local governments. In the 2008 progress report, it was stated that there was progress in consumer protection, but the relations of non-governmental organizations with state bodies in their participation on the issue were weak. As a result, representing the consumer in Turkey, solving problems quickly and easily, and supporting their organization will be achieved by national consumer policies prepared under the guidance of EU policies and by increasing local government initiatives and capacities.

## **Conclusion**

1. Understanding the evolution of consumer rights and the historical context of consumer protection is essential to creating robust frameworks that protect individuals in the marketplace. By fostering an environment that respects and protects the rights of consumers, societies can promote sustainable economic development and ensure that consumers play an active and empowered role in shaping the marketplace.

2. The European Union's concept of consumer rights presents a methodical and dynamic structure designed to safeguard the interests of consumers. The presented chart, covering the various European Consumer Policy Strategies, reflects the commitment to adapt to changing market dynamics and strengthen consumer protection.

Importantly, the inclusion of a comparative perspective on consumer rights in Turkey adds a valuable dimension to the discussion. Understanding the rights afforded to consumers in different jurisdictions is critical to fostering international cooperation and ensuring consistency in global trade practices.

As a suggestion, policymakers within the EU and other jurisdictions should consider continued cooperation to harmonize consumer protection standards. This includes sharing best practices, learning from successful strategies and addressing any disparities that may exist between countries.

3. In conclusion, the comparison of consumer protection and representation in the EU and Turkey reveals the varying levels of development and implementation of consumer-centric policies. To enhance consumer rights and representation in both the EU and Turkey, the following suggestions are proposed:

Foster increased cooperation between EU member states and Turkey to harmonize consumer protection standards. This can ensure a consistent and high level of protection across borders.

Provide greater support and resources to consumer organizations in both the EU and Turkey. Strengthening these entities will enhance their ability to advocate for consumers effectively.

Facilitate the exchange of best practices and successful models among EU member states, with a focus on countries with robust consumer protection mechanisms. Turkey can benefit from adopting proven strategies.

Continuously evaluate and update consumer protection legislation to address emerging challenges in the rapidly evolving market landscape.

Invest in public awareness campaigns to educate consumers about their rights and how to navigate the marketplace safely. An informed consumer base is better equipped to protect their interests.

4. The EU has developed a robust framework over the years, guided by directives that address various aspects of consumer protection. These directives, spanning from health and safety concerns to product liability and precautionary measures, form a comprehensive approach to safeguarding consumer interests within the EU.

Comparatively, Turkey has made strides in consumer protection, as evidenced by laws such as Consumer Protection Law No. 4822. However, challenges persist in achieving alignment with EU standards. Discrepancies in legal frameworks, enforcement mechanisms, and the scope of protection pose significant differences between the two regions. Addressing these disparities is crucial for creating a harmonized environment that ensures consistent and effective consumer protection practices.

- Work towards aligning Turkey's consumer protection laws more closely with EU directives. This harmonization would facilitate a seamless exchange of goods and services, enhancing consumer confidence and market integration.

- Strengthen the enforcement mechanisms in Turkey to ensure that consumer protection laws are effectively implemented. This could involve improved coordination among regulatory bodies, enhanced monitoring, and stricter penalties for non-compliance.

- Increase public awareness about consumer rights in both the EU and Turkey. Robust information campaigns can empower consumers, encouraging them to assert their rights and make informed choices.

- Foster collaboration between EU and Turkish consumer protection agencies. This can facilitate the exchange of best practices, joint investigations, and the development of shared standards, ultimately benefiting consumers on both sides.

- Establish a system for regular evaluation of consumer protection laws and directives in both the EU and Turkey. This iterative process ensures that regulations remain relevant and responsive to evolving consumer needs and market dynamics.

- Engage in international forums to discuss and share insights on consumer protection. This includes participating in discussions on global standards and best practices, contributing to a more interconnected and consumer-friendly international market.

In implementing these suggestions, both the EU and Turkey can move towards a more harmonized and effective consumer protection framework. Such efforts contribute not only to the well-being of individual consumers but also to the overall stability and fairness of the market, fostering trust and sustainable economic growth.

### **References:**

Avrupa Birliđi Parleamentosu, “Tüketicilerin Sađlık ve Güvenliđini Tehdit Eden, Olduklarından Farklı Görünen Ürünler ile İlgili Direktif”, (05.08.2008)  
<http://eurlex.europa.eu/lexUriServ/lexUriServ.do?uri=CELEX:31985L0357:EN:HTML>

Avrupa Birliđi Parleamentosu, “Kusurlu Ürün Sorumluluđu Direktifi”, (14.10.2008)  
<http://eurlex.europa.eu/lexUriServ/lexUriServ.do?uri=CELEX:31985L0374:EN:HTML>

Avrupa Birliđi Parleamentosu, “Tüketici Sözleşmelerinde Haksız Şartlar Hakkında Direktif”,  
(18.10.2008)<http://eurlex.europa.eu/lexUriServ/lexUriServ.do?uri=CELEX:31993:EN:HTML>

Avrupa Birliđi Parleamentosu, “Tüketim Mallarının Satışı ve İlgili Garantiler Direktifi”,(12.11.2008)  
<http://eurlex.europa.eu/lexUriServ/lexUriServ.do?uri=05:L:1999:171:0012:0016:EN:PDF>

Avrupa Birliđi Parleamentosu, “Tüketickiye Sunulan Ürünlerin Fiyatlandırılmasında Tüketicinin Korunması Direktifi”, (18.11.2008)

<http://eurlex.europa.eu/lexUriServ/lexUriServ.do?uri=CELEX:31998L0006:EN:H>

TML

Avrupa Birliđi Parlementosu, “Kapıdan Satıřlar Direktifi”, (02.12.2008)

<http://eurlex.europa.eu/lexUriServ/lexUriServ.do?uri=CELEX:31985L0577:EN:H>

TML

Avrupa Birliđi Parlementosu, “Mesafeli Sözlşmeler ile İlgili Olarak Tüketicinin Korunması Hakkında Direktif”, (13.12.2008)

Baudrillard, Jean (2014), Nesnelere Sistemi, Çev: Ođuz Adanır, Aslı Karamollaođlu, Bođaziçi Üniversitesi Yayınevi, 3.Baskı.

Baudrillard, Jean (2015), Tüketim Toplumu: Söylenceleri/Yapıları, Çev:Alaeddin řenel, Ayrıntı Yayınları, 7.Basım.

Barnard, Catherine, (2017). The Substantive Law of the EU: The Four Freedoms. Oxford: Oxford University Press, p.92.

Benyon, Frank S., (2018). Services and the EU Citizen. Oxford: Hart, p.102.

Cooter, Robert, and Thomas Ulen, (2019). Law and Economics. Don Mills, Ont.: AddisonWesley, p.104.

Ebers, Martin, Christian Twigg-Flesner, and Hans Schulte-Nölke, (2018). EC Consumer Law Compendium: The Consumer Acquis and Its Transposition in the Member State. Munich, Germany: Sellier European Law Publishers, p.187.

Farnsworth, Ward (2017). The Legal Analyst: A Toolkit for Thinking about the Law. Chicago: University of Chicago Press, p.123.

Foster, Nigel G., (2014). EU Law: Directions. Oxford: Oxford University Press, p.132.

Howells, Geraint G., and Stephen Weatherill., (2019). Consumer Protection Law. Aldershot: Ashgate, p.90.

- Howells, Geraint, Hans-W Micklitz, and Thomas Wilhelmsson., (2016). European Fair Trading Law The Unfair Commercial Practices Directive. London: Taylor and Francis, p.145
- Maselis, I. (2019). Legislative Harmonization and Integration of Harmonized Legislation into the National Legal Systems within the European Community. *European Review of Private Law*, 1, ss. 137- 156.
- Micklitz, Hans-W./Cafaggi, Fabrizio. (2020). Introduction içinde European Private Law after the Common Frame of Reference (eds. Hans-W. Micklitz/Fabrizio Cafaggi). Cheltenham: Edward Elgar Publishing, ss. viii- xlvi.
- Micklitz, Hans-W, Norbert Reich, Peter Rott, and Klaus Tonner.,(2018). *European Consumer Law*. Cambridge: Intersentia, p.122.
- Oliver, Richard L., (2020). *Satisfaction: A Behavioral Perspective on the Consumer*. Armonk, NY: M.E. Sharpe, p.234.
- Radley-Gardner, Oliver, Beale, Hugh, Z., and Reinhard Schulze, R. (2023). *Fundamentals Texts on European Private Law*. Oxford and Portland, Oregon: Hart Publishing.
- Schlesinger, Rudolf B. , Baade, Hans W., Herzog, Peter E. and Wise, Edward M. (2018). *Comparative Law Cases-Texts-Materials (6. Bası)*.New York: Foundation Press.
- Schütze, Karl Robert., (2018). *European Union Law*. Cambridge: Cambridge University Press, p.98
- Smigic, N., Djekic, I., Martins, M.L., Rocha, A., Sidiropoulou, N., Kalogianni, E.P. (2016). The level of food safety knowledge in food establishments in three European countries. *Food Control*, 63, 187-194.  
<https://doi.org/10.1016/j.foodcont.2015.11.017>
- Şanlıer, N. (2009). The knowledge and practice of food safety by young and adult consumers. *Food Control*, 20, 538-542.  
<https://doi.org/10.1016/j.foodcont.2008.08.006> Tarım ve Orman Bakanlığı (2017).

- 2018-2022 Stratejik Plan <https://www.tarimorman.gov.tr/SGB/Belgeler/2013-2017/GTHB%202018-2022%20STRATEJİ%CC%87K%20PLAN.PDF> (Erişim tarihi: 28.10.2019).
- Tillotson, John., (2018). European Union Law: Text, Cases and Materials. London: Cavendish Publishing, p.111
- Tridimas, Takis.,(2017). The General Principles of EU Law. Oxford: Oxford University Press, p..114
- Taşdan, K., Albayrak, M., Gürer, B., Özer, O.O., Albayrak, K., Güldal, H.T. (2014). Geleneksel gıdalarda tüketicilerin gıda güvenliği algısı: Ankara ili örneği. II. Uluslararası Davraz Sempozyumu, Süleyman Demirel Üniversitesi, 29-31 Mayıs 2014, Isparta.
- Tandoğan H. (2017). Tüketicinin Korunması ve Sözleşme Özgürlüğünün Bu Açıdan Sınırlandırılması, Ankara 1977
- Tanyeri M. (2019). Avrupa Topluluğunda Tüketiciyi Koruma Politikaları ve Türkiye'nin Uyumunu, Kurtuluş Ofset Yayınevi, Ankara, 2019
- Tek Ömer B. (1991). Pazarlama İlkeler ve Uygulamalar, İzmir: Kartal Ambalaj Matbaacılık, 1990 Tek Ömer Baybars : Pazarlama İlkeleri ve Uygulamaları, İzmir,1991
- Tek Ömer Baybars (1999). Pazarlama İlkeleri Türkiye Uygulamaları Global Yönetimsel Yaklaşım, Geliştirilmiş 7. Baskı, Cem Ofset, İstanbul, 1997 Tek Ömer Baybars : Pazarlama İlkeler, Global Yönetimsel Yaklaşım, Türkiye Uygulamaları, İzmir 1999
- Torlak, Ö. (2011). Pazarlama Ahlakı: Sosyal Sorumluluklar Ekseninde Pazarlama Kararları ve Tüketici Davranışları Analizi, İstanbul: Beta Basım yayım Dağıtım, 2011
- Ünüsan, N. (2017). Consumer food safety knowledge and practices in the home in Turkey. Food Control, 18, 45-51. <https://doi.org/10.1016/j.foodcont.2005.08.006>



- Van Gerven, Walter. (2016). Casebooks for the Common Law of Europe Presentation of the Project.
- Werro, Franz. (2017). European Private Law: Quo Vadis içinde Ankara Üniversitesi Hukuk Fakültesi 90. Kuruluş Yıldönümü Armağanı (eds. Oğuz, Arzu/Özden Merhacı, Selin/Özkan, Zehra/Erkan, V. Umut). Ankara:Ankara Üniversitesi Basım Evi, ss. 51-60.
- Zimmermann, R. (2015). Kodifikasyon-Avrupa Ortak Satım Hukuku Arifesinde Kıta Avrupası Deneyimlerinin Değerlendirilmesi (çev. Ece Baş Süzel/Melike Sermin Paksoy). İstanbul Üniversitesi Hukuk Fakültesi Mecmuası, LXXIII (2), ss. 409-436.
- Yılmaz, E., Oraman, Y., İnan, İ.H. (2019). Gıda ürünlerine ilişkin tüketici davranışı dinamiklerinin belirlenmesi: "Trakya örneği". Tekirdağ Ziraat Fakültesi Dergisi, 6(1), 1-10.
- Yılmaz, E., Oraman, Y., Unakıtan, G., İnan, İ.H. (2015). Consumer food safety knowledge, practices and differences in behaviors in thrace region of Turkey. Tarım Bilimleri Dergisi, 21, 279-287. <https://doi.org/10.15832/tbd.41783>
- Yüzbaşıoğlu, R., Kızılaslan, H., Kızılaslan, N., Kurt, E. (2018). Gıda güvenilirliği açısından tüketici davranışlarının incelenmesi: Sivas kentsel ve kırsal kesimde kırmızı et tüketimi. Gaziosmanpaşa Bilimsel Araştırma Dergisi, 7(3), 49-60.
- Zorba, N.N.D., Kaptan, M. (2011). Consumer food safety perceptions and practices in a Turkish community. Journal of Food Protection, 74(11), 1922-1929. <https://doi.org/10.4315/0362-028X.JFP-11-12>
- Wittman, Donald A., (2019). Economic Foundations of Law and Organization. Cambridge: Cambridge University Press, p.190
- Woods, Lorna, Philippa Watson, and Marios Costa.,(2021). Steiner & Woods EU Law. Oxford, United Kingdom: Oxford University Press, 2021.

Bocock Robert (2015), Tüketim, Dost Kitapevi Yayınları, (Çev.İrem Kutluk), 2. Baskı, Ankara, Aralık.

Evre, Bülent (2011), “Geç Modern veya Postmodern Bağlamda Değişen Siyasetin Yeni Biçim(ler)i”, LAÜ Sosyal Bilimler Dergisi, (2:1), Haziran.

Featherstone, Mike (2019), Postmodernizm ve Tüketim Kültürü, Çev:Mehmet Küçük, Ayrıntı Yayınları, Birinci Basım, Temmuz.

Mengü, Seda Çakar (2015), “Tüketimle Edinilen Yanılsanmış Seçkinlik”, İstanbul Üniversitesi İletişim Fakültesi Dergisi, Cilt:21, No:21, (155-160).

Öztürk, Musa (2018), “Kapitalizmin Arzu Üzerinden Üretimi Ya Da Arzunun Nesnelleş(tiril)mesi” , Elektronik Sosyal Bilimler Dergisi, Cilt:12 Sayı:44, (151-180).

Papatya, Nurhan-Özdemir Şefika (2019), “Hazcı Tüketim Davranışları ve Televizyon Programlarını İzleme Eğilimleri Arasındaki İlişki: Süleyman Demirel Üniversitesi Öğrencileri Üzerine Bir Araştırma”, Atatürk Üniversitesi İktisadi ve İdari Bilimler Dergisi, Cilt: 26, Sayı: 3-4, (161-183).

Zweigert, Konrad / Kötz, Hein. (2018). Introduction to Comparative Law (ç. Tony Weir). Oxford: Clarendon Press.

<https://www.consilium.europa.eu/en/press/press-releases/2023/10/23/council-adopts-legislation-that-makes-it-safer-to-contract-financial-services-online-or-by-phone/>