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## Regulatory problems of consumer protection of agricultural products in civil law relations

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### Abstract

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In the civil law regulation of consumer protection of agricultural products, there are gaps in terminology, which requires a clear legislative definition and reliable guarantees for the protection of the rights and interests of such consumers. The purpose of this study was to assess the status of consumers of agricultural products in Ukraine, the European Union and other countries, to form recommendations for the harmonisation of civil law definitions and mechanisms for consumer protection in the legislation of Ukraine. For this purpose, the paper used system and structural, formal and legal, and comparative and legal methods. The methodology allowed outlining the relationship between legal norms and institutions that determine the status of the consumer, and conducting a doctrinal analysis of normative texts. The study revealed that there is no single definition of

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“consumer of agricultural products” in Ukrainian and international legislation, and the concept of consumer is consistently defined as an individual operating outside of commercial or professional activities. It was indicated that agricultural products require specialised regulation due to seasonality, safety requirements, traceability, and labelling of such products. Comparative analysis showed that European standards provide for more clearly defined rights to receive information, waiver of the contract and warranty service. The results of adaptation of Ukrainian legislation to European standards in consumer protection and procedures for the return and exchange of hazardous food products were critically evaluated. The above judicial practice shows how the complex perception of the concept of “consumer” can be interpreted depending on the terms of the consumer contract, its purpose, which leads to an understanding of approaches to determining the consumer of agricultural products. The practical significance of the study lies in the proposed civil law definition and regulatory model, which will help regulators and scientists to improve the regulatory framework, harmonise national rules with international standards, and develop alternative dispute resolution mechanisms, which will contribute to the competitiveness of the national export-oriented agricultural sector

**Keywords:** legal status; contractual relations; international legislation, comparative law; consumerism

## **Introduction**

The development of a consumer protection system is not only a matter of law, but also a tool for achieving social justice and economic balance. When a consumer is confident that their rights will be guaranteed by law, and in case of violation – effectively restored, this stimulates confidence in the market, improves the quality of products and services. Consumer protection is a fundamental mechanism for ensuring civil rights and legitimate interests, which is an important feature of a state governed by the rule of law. In a society where the rule of law prevails, respect for the rights of the consumer indicates that the state recognises the value of every person who enters into economic relations not as a strong point, but as potentially vulnerable to an unscrupulous manufacturer, performer or seller.

Based on the study by A. Suchoń and N. Stoliarchuk (2024), in 2021, Ukraine exported about 40% of sunflower oil from world exports, more than 10% of corn and about 10% of barley, and about 10% of wheat and rapeseed from world exports, which confirms the importance of Ukraine

in the EU agri-food market. It is well known that Ukraine has not only natural resources, but also an efficient infrastructure for the production and transportation of agricultural products.

Nowadays, the agricultural sector of Ukraine demonstrates a high level of export orientation, which is confirmed by statistics from the National Institute for Strategic Studies (2024): exports of agri-food products in 2024 amounted to USD 24.5 billion, which is 59% of the country’s total exports. In particular, exports to the European Union increased by 11%, reaching EUR 3.634 billion. Considering the growth of agricultural exports and harmonisation with the law of the European Union, there is a need to unify and clearly define important terms for the agricultural market, in particular “consumer of agricultural products”, considering the accepted definitions in potential buyers’ countries in a comparative analysis. As of 2025, there is no unambiguous definition of this concept in Ukrainian legislation, which complicates the regulation of relations between producers and consumers of agricultural products. The

term “agricultural products” is defined through the list of goods in groups 1-24 of the Ukrainian Commodity Classification for Foreign Economic Activity, as specified in the Appendix to Law of Ukraine No. 2697-IX (2022). This list covers a broad range of plant- and animal-origin products. However, the lack of specification of the consumer of these products complicates the legal regulation of the relevant relations.

The consumer of agricultural products plays a key role in civil law relations. According to the Commercial Code of Ukraine (2003), a consumer is an individual who purchases goods for personal needs (Yanovytska, 2021). However, agricultural products have unique characteristics – seasonality, safety requirements, and traceability and labeling requirements – that necessitate more detailed legal regulation (Starytska, 2011). A significant factor indicating the proper level of exercise of a person’s civil rights and interests is the possibility of applying judicial and non-judicial (alternative) forms of protection. The absence of definitions for terms such as “consumer agricultural products” in legal doctrine narrows the level of protection for the subjects to whom they apply. This reduces consumer trust because the practical exercise of rights lacks clear, unambiguous criteria.

In practice, terminological uncertainty in various regulations, according to H.B. Yanovytska (2021), leads to uncertainty in judicial and administrative decisions. Gaps in the scientific background may reflect gaps in some issues related to consumer protection in specific areas of consumption, in particular, agricultural products. Recent empirical studies have identified gaps in consumer protection, especially with food allergies directly related to agricultural products. For example, the risks of food allergies when visiting public catering establishments, as indicated by S. Dominguez *et al.* (2024), became the basis for strengthening regulatory measures. In addition, H.B. Yanovytska (2021) pointed out that despite

the availability of extensive civil protection tools, consumers often do not have a clear opportunity to apply when detecting defects in product quality or safety.

In the countries of the European Union, comprehensive protection is consolidating in both “hard” law and “soft” law instruments. This is reflected in EU practices regarding the combination of fundamental rights with consumer protection mechanisms, and comparative studies, in particular, by A. Lähteenmäki-Uutela *et al.* (2021), describe various national approaches to regulating the food industry. However, the study of the need to harmonise EU law with Ukrainian legislation in some issues related to the definition of the concept of consumer, depending on the object of consumption, remains incomplete, especially given that such products include not only food products, but also a large number of groups of goods used as raw materials for processing, animal feed, fertilisers, etc.

W. Verheyen and M. Kořacz (2022) also focused on current issues such as supply chains and e-commerce, which may change conventional approaches to consumer protection. Given the recent epidemiological and security challenges, consumers who buy agricultural products online often face difficulties in exercising their rights due to the lack of clear mechanisms of protection at the state level, which are associated with the lack of settlement of contractual relations in terms of determining the subjects of such contracts.

The spread of e-commerce reveals both positive and negative aspects that need to be explored, especially in the context of perishable products. As noted by R.B. Llagas *et al.* (2025), 19% of the world’s food products are spent in retail, catering, and households. Of this number, households generate approximately 60% of the total amount of food waste each year, making them the main factors contributing to their production. These trends highlight the need for clear definitions that

consider the specifics of agricultural products. The purpose of this study was to identify conflicts that complicate the protection of the rights of agricultural consumers in civil relations between Ukraine and the EU. The objectives of the study were: determination of the main characteristics of the consumer of agricultural products as a legal entity; comparative analysis of Ukrainian and international norms to identify discrepancies; research of judicial practice to identify conflicts in the implementation of consumer rights to protection.

### **Materials and Method**

A set of specialised legal methods was applied, which enabled analysis of the legal status of the consumer of agricultural products within civil legal relations, considering the specific features of such products in circulation, transport, and storage, which shape the legal relationship between consumer-buyer and seller. The methods also supported examination of the parties' legal status in light of how this status is formed in the legislation of the EU, Italy, Germany, Poland, China, the United States, and Egypt, as the systems most proximate to current Ukrainian law (EU legislation and legislation of individual EU countries). The theoretical framework of the study was the doctrinal positions of Ukrainian and foreign researchers (Starytska, 2011; Yanovytska, 2021; Barriola *et al.*, 2023), which were used as a theoretical starting point for interpreting the concepts of "consumer" and "agricultural products". The formal dogmatic method was used for a detailed analysis of regulatory acts (Commercial Code of Ukraine, 2003; Law of Ukraine No. 3153-IX, 2023; Resolution of the Cabinet of Ministers of Ukraine No. 1347, 2024), their structure and logical and legal relations considering modern innovations. The formal legal method was aimed at interpreting legal norms and systematising them in accordance with the provisions of Civil Code of Ukraine (2003) and special laws, in particular,

Law of Ukraine No. 3161-IV (2005). The system and structural method allowed considering the definition of the concept of consumer of agricultural products in the relationship of its elements (concepts, norms, institutions), to identify internal logic and functional connections between them. The comparative legal method provided an opportunity to compare Ukrainian regulation with EU standards and practice (Directive of the European Parliament and of the Council No. 2011/83/EU, 2011), and a summary of the best practices of international experts (Pavillon *et al.*, 2022; van der Meulen *et al.*, 2022). The object of the study was the norms of the above-mentioned laws and regulations governing the concepts of "consumer" and "agricultural products", the subject was methodological approaches and practical mechanisms for determining the subjects of civil legal relations.

### **Results and Discussion**

**Comparative perspective on the definition of the concept of "consumer" in international legislation.** The category "consumer" is a multi-faceted concept that is studied in various scientific disciplines, in particular in sociology, economics, and law. However, the problem of the concept of consumer has not found its final theoretical understanding in the scientific community. In the science of civil law, the definition of "consumer" is used primarily in research in the field of protecting the rights of an individual in the market of goods and services (Yanovytska, 2021). A generalisation can be made that in most cases the consumer will be general (a natural and/or legal person), but depending on the area of legal regulation, the content of this definition will vary. However, there are areas where the corresponding subject composition will be changed, which is conditioned by certain circumstances of the information received (Starytska, 2011).

At the international level, the consumer of agricultural products is considered within the

framework of the law governing the safety and quality of food products, in particular, in the European Union through directives and regulations concerning food quality and safety standards (for example, Regulation of the European Parliament and of the Council No. 178/2002 (2002), which defines the principles and requirements for food safety). This confirms the need for specialised approaches in legislation that would protect consumers from possible risks associated with the use of agricultural products.

It is worth noting about international and national approaches to consumer protection and the very definition of the concept of “consumer”, which reflects the essence of consumer relations and their subject composition, considering the fact that it is the individual consumer who is the weak side of the consumer contract, despite the fact that consumer relations are of a civil nature (Pozhodzhuk, 2023), this creates the need for a comparative analysis of legal systems. However, as noted by K. Thomas (2022), when determining the status of a consumer, the very fact that one party is in a worse position than the other party to the contract does not give it the right to protection. The case law cited in the study is the case of “Francesco Benincasa v. Dentalkit Srl” (1997), in which a court decision recognised that “the same individual can be a consumer for some purposes and an entrepreneur for others. The decisive factor, therefore, is not the personal characteristics of a person, but their position under a particular contract, based on its scope and purpose”.

In the EU, as in many national systems, a “consumer” is an individual who acts outside of their professional or commercial activities (Directive of the European Parliament and of the Council No. 2011/83/EU, 2011), so the mere fact that the buyer may be less knowledgeable does not automatically make them a consumer in every contract on the grounds that the buyer is a natural person. However, the manufacturer and seller,

as key participants in civil legal relations, have significant advantages over the consumer, which is conditioned by their greater awareness, deep knowledge of the specifics of the market, and the ability to influence the terms of concluding transactions, including significantly greater resources and opportunities to protect their interests. Such inequality in power and access to information can create conditions for an imbalance in the rights and interests of the parties, which should be levelled by legal protection of consumers by the state. I. Barriola *et al.* (2023) determined that in civil law systems, the greater importance of the state in creating legal norms helps to limit the initial occurrence of inequality. The right of the state to represent society as a whole gives it the legitimacy to develop laws that pursue social goals. Therefore, Ukraine, as a socially oriented state, guarantees the protection of consumer rights at the constitutional level and implements the relevant provisions of the basic law.

Considering the emergence of such a concept at the international level, the first regulatory definition of the term “consumer” can be found in the Charter for Consumer Protection (1973) (Resolution No. 543, 25<sup>th</sup> session of the Consultative Assembly of the EU). It was determined that a consumer is an individual or legal entity that uses goods and services for personal purposes. However, legal entities are specified in this context as entities that purchase goods and services for personal purposes, that is, direct business activity in relation to the purchased goods and services is not carried out. Therefore, for a broader consideration of consumer categories, a comprehensive understanding of the legal nature of the consumer is required.

Charter for Consumer Protection (1973) expanded the circle of consumers, recognising them as associations, charitable foundations, artisans and small businesses, if they act to meet their own needs. However, in some sectors (for

example, hotel services), only an individual can be a consumer, while in areas of confidential communication – government agencies and enterprises that require such services (Yanovytska, 2021). According to European Union legislation, Regulation of the European Parliament and of the Council No. 2017/2394 (2017), a consumer is any natural person who acts for purposes unrelated to their trade, business, craft, or profession.

This definition became the basis for the concept of “consumer” within the framework of European legislation, where the emphasis is placed on several main characteristics of this term. First of all, a consumer is an individual who enters into contracts without commercial or professional purposes, with the exception of situations related to tourist services within the framework of business trips. In addition, a consumer is a person who uses products at the final stage of the economic process – the end user. In addition, according to the norms of European Union law, the term “consumer” applies to persons who have suffered damage as a result of using low-quality goods or services. Charter for Consumer Protection (1973) includes legal entities that receive goods for personal use in the “consumer” category. However, in this case, this refers only to associations, charities, associations of artisans, and small businesses. In some cases, depending on the specifics of the service, the consumer can be both an individual and a legal entity, which confirms the condition for considering the concept of a consumer in a complex, that is, the acquisition of such a status is made dependent on both the subject of legal relations and the terms of the consumer agreement itself and its object. On the one hand, this explains the importance of defining the boundaries of this concept, but on the other hand, according to the author, the conclusions should be consolidated in the case-law of the Court of Justice (Fourth Chamber) in Case No. C-110/14 (2015), where, when qualifying an individual as a consumer, it is

necessary to proceed from the purposes of the relevant EU directive, primarily to protect the weaker position of the consumer compared to the seller or supplier, considering the level of knowledge of the consumer and their bargaining power, according to conditions drawn up in advance by the seller or supplier, and the content of which the consumer cannot be influenced.

**Legislation of the European Union and member states.** EU directives provide additional interpretation of the term “consumer” in various areas, in particular, in cases where the contract is concluded outside the business premises (Directive of the European Parliament and of the Council No. 2011/83/EU, 2011) or in the context of distance trading and financial services (Directive of the European Parliament and of the Council No. 2002/65/EC, 2002). All of the above directives directly or indirectly confirm that consumer status belongs to natural persons, while legal entities are generally not covered by the protection provided for consumers. However, despite this initial semblance of clarity in the EU definition, in practice, there have been a number of cases in which such a definition has been called into question. For example, the case of “Johann Gruber v. Bay Wa AG” (2005) dealt with the issue of so-called mixed or double target contracts, when the buyer is engaged partly for personal and partly for professional purposes. The European Court of Justice has ruled that a farmer’s purchase of tiles for a building that is used partly for private and partly for commercial purposes can only be considered a consumer contract if the commercial or professional purpose is so limited as to be negligent.

Regulation of the European Parliament and of the Council No. 2017/2394 (2017) defines a consumer as any individual acting for purposes not related to their business, professional, or craft activities. In European practice, the concept is clarified through the following features: the contract

is concluded by the end user, and not by an intermediary; a person who actually consumes a product or service can act as a plaintiff in case of damage from a low-quality product. In the EU, the legal definition of “farmer” means an individual or legal entity or a group of individuals or legal entities, regardless of the legal status granted to such group and its members by national legislation, engaged in agricultural activities (Order of the Cabinet of Ministry of Ukraine No. 1163-p, 2024). However, based on the legal definition and judicial practice, the concept of “consumer” should be interpreted narrowly, considering the position of the interested person (buyer) in a particular contract, considering the nature and purpose of this contract, and not the subjective position of the interested person (Judgement of the Court of Justice in Case No. C-630/17, 2019; Judgement of the Court of Justice (Ninth Chamber) in Case No. C-177/22, 2023), it can be found that if a farmer – a natural person – enters into a consumer contract that is aimed at professional activity, the protection of such a subject of the contract as a consumer is not guaranteed only on the basis of the status of an individual.

Italian and German consumer legislation also restricts the status of consumers exclusively to individuals. Thus, in Article 3 of the Consumer Code of Italy (2005), an individual who acts for purposes not related to professional or entrepreneurial activity is recognised as a consumer. Similarly, Paragraph 13 of the Civil Code of the Federal Republic of Germany (2021) treats the consumer as an individual entering into a transaction outside of their own production or profession. The Civil Code of the Poland (1964) (Article 22.1) also restricts consumers to individuals who enter into relations with an entrepreneur outside of their own professional activities. Thus, the national legislation of the EU member states does not go beyond the above definitions specified in EU directives and regulations.

The regulatory framework of the European Union establishes a consistent but limited definition of the consumer. When considering specific legal disputes, for the resolution of which it is necessary to find out the compliance of the “consumer” status of a person applying for protection of their rights, it is determined not by the level of awareness of the person, the implementation of business activities or weakness as a party to the contract, but by the objective purpose of a particular transaction, which is evaluated in each individual case to prevent abuse. This approach gives priority to legal certainty and stable operation of the economy, creating a clear category of protected consumers. Practices of the EU Court of Justice in cases such as “Francesco Benincasa v. Dentalkit Srl” (1997) and “Johann Gruber v. Bay Wa AG” (2005), played a key role in strengthening this principle, in particular, by explaining that neither future professional intent nor a significant percentage of personal consumption in a mixed-use contract allow for the application of consumer protection rules. The status of a consumer should be determined solely by whether an individual acts for a purpose not related to their professional activity, and a person with the status of an entrepreneur can only be considered a consumer if the professional purpose is “so limited as to be negligent”. Thus, legislation and judicial practice jointly form a doctrine according to which, in order to ensure legal certainty, strict restrictions are established in cases where a consumer can be recognised as a person engaged in business activities, but simultaneously under this agreement, the purpose of such a person is personal consumption.

**Legal regulation of definitions outside of Europe.** Definition of “consumer” by the Law of the People’s Republic of China “On Protection of Consumer Rights and Interests” (1994) provided in Article 2 “The rights and interests of consumers who purchase and use goods or receive

services for daily consumption are protected by this law; or are protected by other applicable laws and regulations, if this law does not say anything about them". This understanding of the definition of "consumer" is problematic for several reasons. This creates uncertainty about a number of key issues, such as whether the concept is limited to individuals only and how to verify whether goods and services were purchased "for daily consumption" (Thomas, 2022). However, it does not explain what exactly is considered "everyday", nor does it indicate who exactly falls under this concept. This wording is legally unsuitable, because it defines the consumer through the consumer itself (*circulus in definiendo*). The absence of mention of "individuals" leaves open the question of whether legal entities, such as small businesses or cooperatives, can be recognised as consumers.

In the context of industry-specific consumer protection legislation, there are also conflicts, for example, unlike many developed countries that have a clear legal definition of financial consumers and include consumers of mobile payment services to financial consumers, China, as one of the largest markets for mobile payment services, does not have a clear legal definition of financial consumers, and there is no clarity as to whether consumers of mobile payment services belong to financial consumers (Ningyao & Zeyu, 2024).

Chinese judicial practice seeks to compensate for the shortcomings of the law through a broad interpretation of the concept of consumer. As can be seen from the decision on the case Guangzhou Vipshop v. Chen Changqing (2020), the court recognised as a consumer a person who purchased a large batch of goods not for resale, but for the purpose of gifts or personal use. This indicates a case-law expansion of the scope of legal protection even in the absence of a clear legislative criterion. However, such flexibility is ambiguous: on the one hand, it allows protecting the rights of bona fide persons; on the other hand, it creates a

risk of abuse, in particular, by the so-called "professional consumers" who buy goods solely for the purpose of receiving compensation (refund of funds for goods).

The absence of a sign of "unprofessionalism" of the parties to the contract in the above-mentioned law may create legal uncertainty in the exercise of their rights by the consumer, because in the absence of similar precedents or identity of circumstances to a particular case, there are risks of recognising a person as acting for a professional purpose. In European law, it is generally accepted that the consumer acts outside of their professional or commercial activity, and the seller – within its limits. In China, this wording is not available, although from the context of the use of the term "business operator" it can be concluded that there is an assumption about the inequality of the parties. This creates a legal standard that does not have a pronounced consolidation, which makes it difficult to apply it in court.

As a result, despite the attempts of the PRC to create a flexible and comprehensive definition of the consumer, the special law contains conceptual shortcomings. The definition, which is limited to the phrase "for everyday use", is vague and not adapted to complex cases. The establishment of the consumer status is carried out by the domestic courts *ex officio*, which cannot be an equivalent substitute for the lack of a regulatory framework. The lack of unambiguous mention of individuals, inequality between the parties, or intent to use the product – all these gaps reduce the effectiveness of law enforcement.

In the United States of America, the approach to developing consumer protection regulations is characterised by a combination of sectoral focus, since consumer protection is not limited to one general law, but has a significant number of "select federal consumer protection states" that cover various sectors of the economy, from financial products and online activities to food and medicine.

Historically, the first link was the Federal Trade Commission Act (1914), which banned “unfair methods of competition” and “unfair or deceptive actions” in commerce, while imposing a duty on the Federal Trade Commission (FTC) to protect consumers and promote competition. In the future, this system was improved both at the federal and state levels. In addition to federal consumer protection laws, state and local governments regulate consumer protection in a variety of ways, ranging from false advertising laws to unfair business practices, and requirements for direct food safety controls for local restaurants, food labelling, privacy, biometrics, and artificial intelligence. A prime example of local control measures is the Safe Drinking Water and Toxic Enforcement Act of California (1986), which requires warnings on the product label regarding the statutory list of natural and synthetic chemicals, including additives or ingredients in pesticides, common household goods, food, medicines, dyes or solvents (ICLG – consumer protection..., 2025).

Federal agencies such as the FTC (Federal Trade Commission), the Consumer Financial Protection Bureau, the Federal Communications Commission (FCC), the Consumer Product Safety Commission (CPSC), the Food and Drug Administration (FDA), and the U.S. Department of Agriculture (USDA) should be singled out to enforce consumer protection laws. Based on the name of these bodies, it can be concluded that, as in the case of law-making, the administration and protection of consumer rights is of an industry nature. For agricultural products, in particular food products, such regulation is carried out by the FDA, which, considering the specifics of the product group, is a balanced decision. The specifics of the object of consumption are important not only in terms of direct risks to the consumer, but also potential risks, i.e., those that may cause harm in the future. In particular, it should be noted that at the end of 2024, the FDA announced

updated criteria for any food product that contains a “healthy” statement, namely, in order for a food product to be marked “healthy”, it must contain a certain amount of food from at least one of certain food groups or subgroups (such as fruits, vegetables, or whole grains) and comply with the established restrictions on saturated fat, sodium, and added sugar (ICLG – consumer protection..., 2025).

The definition of “consumer” in the United States varies depending on the specific law. For example, according to Section 1-201 of the Uniform Commercial Code (1952), a “consumer” is a person who purchases goods primarily for personal, family, or home use. The Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) extends this definition to include agents, proxies, or representatives acting on behalf of an individual (ICLG – consumer protection..., 2025). US law also does not extend the legal status of a consumer to legal entities, but only provides an opportunity for trusted persons or representatives to acquire it when representing the interests of an individual.

In the context of personal data protection, a consumer, for the purposes of the California Consumer Privacy Act (2018), means an individual who is a resident of California. A resident, as defined in the law, includes (1) every person residing in the United States for a purpose other than temporary or transitional, and (2) every person residing in the United States who is located outside the United States for a temporary or transitional purpose. This definition is based on state tax laws and covers individuals who are located in California for a purpose other than temporary or transitional, and individuals who have permanent residence in the state, even if they are temporarily located outside of it.

From this, it can be concluded that the American model implements the unification of federal industry laws on consumer protection with

local regulations and ensures the cooperation of administrative bodies, which allows both flexibility in consumer protection and legal certainty for businesses. Moreover, the definitions of the concept of “consumer” depend on the nature of the regulated goods or services.

The Law of Egypt No. 181/2018 (2018), in Paragraph (1) of Article (1) of Chapter (1), defined the consumer as: “Any natural or legal person who is provided with a product to meet their non-professional or non-commercial needs, or to enter into or conclude contracts with them in this respect”. The same Law defines a “product” in paragraph (4) of Section (1) of Chapter (1) as: “Goods and services provided by subjects of public or private law, including used goods provided through a supplier, with the exception of financial and banking services, which are regulated by the Law on the Central Bank and the Banking System, as well as the Law on Market Regulation and Non-Banking Financial Instruments”. As noted by F. Al Samarai and M. Ismail (2023), an Egyptian legislator has taken the purpose of a contract as a criterion for determining the consumer, since the consumer entitled to protection is a natural or legal person who enters into a contract to meet their needs outside and unrelated to their professional function. As also defined, the description of the concept of consumer includes non-contractual persons who are provided with goods and services to meet their non-professional functions. From the standpoint of consumer law theory, this means that in the Egyptian context, the definition of “consumer” is based on the intent of the subject – that is, whether the transaction has a professional purpose. This approach, on the one hand, allows covering a wider range of individuals, including legal entities that operate outside of their business activities. On the other hand, it creates the risk of exclusion from protection of those actors who, although acting professionally, remain in a

vulnerable position in relations with suppliers or manufacturers.

Thus, when analysing international approaches to the definition of the concept of “consumer”, it should be noted that despite formal differences, there is still a general tendency to identify the consumer with an individual or an entity that acts exclusively for personal or domestic purposes. In this context, the definition of the Egyptian legislator deserves attention as an example of a functional approach, which simultaneously needs to be refined towards more flexible understanding of consumer vulnerability.

**Legal regulation of the term “consumer” in Ukrainian legislation.** Referring to national legislation, consumer protection in Ukraine is consolidated in parts 3 of Article 42 and Article 50 of the Constitution of Ukraine (1996), which emphasises the importance of this area for the state. Paragraph 3 of Article 42 of the Constitution, which has direct effect, states that the state undertakes to protect the rights of consumers, control the quality and safety of products, and all types of services and works, as well as to promote the activities of public organisations representing the interests of consumers. According to Article 50 of the Constitution, everyone has the right to a safe environment that is not harmful to health, and the right to compensation for damage caused by a violation of this right. In addition, everyone is guaranteed the right to free access to information on the state of the environment, the quality of food and household items, and the right to distribute them. Any classification of such information is prohibited.

Thus, as in the countries of the European Union, consumer protection is an important area of the national policy in Ukraine. The legislation does not distinguish consumer protection into different groups or categories. The general provisions are set out in the Civil Code of Ukraine (2003), which contains basic norms

for consumer protection, in particular, regarding contracts and liability for their improper implementation. Although the term “consumer” is not explicitly used in the text of the Civil Code, its norms still apply to consumers. For example, Article 698 (paragraph 3) of the Code regulating a retail purchase and sale agreement and Article 865 (paragraph 3) – a household contract contain provisions that provide for the application of Law of Ukraine No. 3153-IX (2023) in case of insufficient regulation of these articles.

The now-abolished Commercial Code of Ukraine (2003) also had Article 39, which contained a general provision on consumer protection, referring to Article 3 of the Law of Ukraine No. 1023-XII (1991). This Law covers a wide range of issues, in particular, the definition of the concept of “consumer”, product safety, consumer rights, information, and legal protection and activities of public consumer organisations.

According to Part 22 of Article 1 of the Law of Ukraine No. 3153-IX (2023), a consumer is an individual who purchases or intends to purchase goods or services for personal needs that are not related to business activities. That is, not every individual is recognised as a consumer, but only one who intends to order or purchase goods (works, services), orders, purchases goods (works, services) and uses goods (works, services). Consequently, even in the absence of the fact of concluding a civil contract, an individual will be granted the legal status of a consumer (Yanovytska, 2021). It is worth noting that the main form of regulation of legal relations between the seller (manufacturer, contractor) and the consumer is a specific type of contract, which contains the features of a public contract and an accession agreement. Such types of contracts affect the principle of freedom of contract by restricting them, have similar features to each other, thereby encouraging scientists to further study them. In addition, both operate in the consumer sphere, and their norms establish

protection mechanisms for the weak side (Vaganova, 2024).

Participation in business relations is carried out by business entities, consumers, state authorities and local self-government bodies with economic competence, and citizens, public and other organisations that act as founders of business entities or exercise organisational and economic powers in relation to them on the basis of property relations. However, the Commercial Code of Ukraine (2003) did not provide a definition of the concept of consumer. According to Part 3 of Article 175 of the Commercial Code of Ukraine (2003), it was stated that property obligations arising between business entities and non-economic entities – citizens (or in other words, consumers) are not economic and are regulated by other legislative acts. Therefore, due to the loss of force of the Commercial Code of Ukraine (2003), it becomes necessary to refer to the Civil Code of Ukraine (2003) and the relevant special legislation. According to these changes, it is necessary to clearly define the status of the parties (consumer/business entity), the nature of their obligations and apply the rules provided for by the civil law system, and not the economic code, which increases legal certainty and reduces the risks of conflicts in law enforcement, but gives the legislator and scientists a wide field of opportunities for improvement in the context of the systematic recodification of Civil Code of Ukraine (2003), aimed at bringing its provisions in line with the current realities of the economy, digitalisation, European standards and integration into the EU legal space.

In legal science and legislation, there is already a significant variability in the definitions of the concept of “consumer”, which complicates its unified theoretical understanding and practical application. For example, the current legislation of Ukraine provides a number of definitions of “consumer” (Table 1).

**Table 1.** Definition of “consumer” in the legislation of Ukraine

Source	Definition of “consumer”
Order of the State Service of Export Control of Ukraine No. 1576/10175 (2004) (paragraph 1.2.)	A party in the international transfer of goods for which the goods are intended, in whose interests the transfer is made or the corresponding service is provided.
Law of Ukraine No. 1023-XII (1991) (paragraph 22, Article 1)	An individual, who purchases, orders, uses or intends to purchase or order products for personal needs that are not directly related to the business activity or performance of the duties of an employee.
Order of the State Tourist Administration of Ukraine No. 413/9012 (2004) (paragraph 1.3.)	An individual, who purchases, orders, uses, or intends to purchase or order goods, works, or services for their own (household) needs.
Methodology for calculating the volume of natural gas losses... dated 08.08.2007 No. 910/14177 (P. 3)	An individual who receives gas supply, centralised heating and hot water supply services for their own household needs.
Law of Ukraine No. 1909-IX (2021) (Article 1, paragraph 47)	An individual who has applied for or is receiving an insurance service to meet personal needs that are not related to business or independent professional activities, and other persons defined in the insurance contract as insured persons and/or beneficiaries who are individuals, or other individuals who are entitled to receive an insurance payment.
Law of Ukraine No. 1591-IX (2021) (paragraph 82 of Part 1 of Article 1)	An individual who receives or intends to receive a payment service to meet personal needs that are not related to entrepreneurial, independent professional activities.
of Ukraine No. 1734-VIII (2016) (paragraph 9 of Part 1 of Article 1)	An individual who has entered into or intends to enter into a consumer loan agreement.
Order of the Antimonopoly Committee of Ukraine No. 239/6527 (2002) (paragraph 1.6.)	A natural or legal person who purchases, orders, uses or intends to purchase or order goods (works, services) sold by the relevant business entities.
Order of the Antimonopoly Committee of Ukraine No. 317/6605 (2002) (paragraph 1.3.)	A legal entity or individual that carries out activities related to the purchase and use of goods, services, or works on the relevant commodity(s) market(s).
Law of Ukraine No. 3503-IV (2006) (Article 2)	A legal entity or individual that uses chemical power sources or products with integrated chemical power sources.
Resolution of the National Commission for State Regulation in the Energy and Utilities Sectors No. 1387/27832 (2015) (paragraph 1.4.)	An individual, or a legal entity, or an individual entrepreneur in respect of whom the conditions stipulated by law for the supply of natural gas are met.
Law of Ukraine No. 2887-IX (2023) (paragraph 22, Article 1)	A legal entity or individual that uses the water disposal system on the basis of the relevant contract.
Order of the Ministry of Energy of Ukraine No. 615/37951 (2022) (P. 2)	A natural or legal person who buys, rents, or receives products for their own use, regardless of whether their purposes are related to trading, business, craft, or profession.
Law of Ukraine No. 1818-IX (2021) (paragraph 28 of Part 1 of Article 1)	An individual, individual entrepreneur or legal entity that uses energy for their own needs, and not for resale or use as raw materials or fuel.
Order of the Cabinet of Ministry of Ukraine No. 264 (2019) (Part 3)	A person who purchases or intends to purchase a product for purposes not related to the trade, business activity, craft or profession of such person.
Law of Ukraine No. 2019-VIII (2017) (paragraph 84 of Part 1 of Article 1)	An individual, including an individual entrepreneur, or a legal entity that purchases electric energy for its own consumption.

**Source:** systematised by the author

Thus, the definition of consumer subjectivity is provided in accordance with the law of Ukraine No. 3153-IX (2023) may vary depending on the scope of application. Therefore, a comparative analysis of legislation in the field

of consumer protection opens up opportunities for the dissemination of the legal status of the consumer, which apply various regulatory legal acts, to protect the interests of consumers – legal entities, including individual entrepreneurs

who make calculations for personal needs from an entrepreneurial account. In this context, it is also necessary to highlight agricultural products, the consumer of which, considering its specifics (perishable, sensitivity to storage and transportation conditions), deserves a separate definition of the consumer of agricultural products and an increase in confidence in the market of such products. International legal approaches differ significantly depending on the cultural, economic and legal characteristics of each state. Legal systems reflect potentially different compromises within the limits afforded to protect individual and general interests (Barriola *et al.*, 2023). In this respect, the European Union stands out as a unique case in comparative analysis, as it has harmonised consumer protection laws in the member states of the union. This harmonisation is aimed at establishing a single standard that ensures consistent consumer protection measures throughout the EU, and Ukraine's efforts to harmonise demonstrate a collaborative approach that recognises the interconnectedness of markets within the union and highlights the importance of a standardised approach to consumer rights.

Other states choose a more fragmented method, developing specialised regulatory legal acts for certain sectors of the economy. This approach recognises the characteristics and specific features inherent in individual sectors and offers tailored solutions. For example, separate laws may be introduced that regulate consumer protection in the pharmaceutical sector or in e-commerce. This specialised strategy allows considering the subtleties of different market segments and ensuring more accurate and effective regulation. In the global legal field, preference is given to the "consumer" as the final, non-professional user of goods or services, and the definitions differ depending on the legal system and the specifics of the sphere of consumption.

In general, as evidenced by the experience of some states and the wide scope of definitions of the consumer in the legislation of Ukraine, the issue of defining the term "consumer" remains important and controversial, since it directly affects the scope of rights and guarantees provided to buyers entering into civil relations with entrepreneurs-sellers. Notably, agricultural products, as an object of a consumer contract, have certain features of regulation that are important in determining the status of the consumer, since such products include both food products and raw materials for further processing, seeds, industrial crops, animal feed, waste, and many other goods that need to be considered from the standpoint of their regulation to ensure the rights of consumers of such products and the possibility of granting legal status to the consumer depending on the purpose of the contract, and not the legal status of the buyer.

**Features of agricultural products as an object of a consumer contract.** Agricultural products in the legal sense belong to movable property and are the subject of a purchase and sale agreement both in general and in consumer relations. Since agricultural products are classified as goods, they become the object of a public retail trade agreement (consumer agreement) – that is, the terms of such an agreement, according to Article 633 of the Civil Code of Ukraine (2003), should be the same for all consumers. When it comes to agricultural products specifically, this concept takes on additional aspects, as it concerns not only the general market for goods and services, but also the specific features of regulation relating to agricultural products. For example, at the EU level, the legal regime of Consumer Contracts is regulated in detail by the Directive of the European Parliament and of the Council No. 2011/83/EU (2011) and Directive of the European Parliament and of the Council No. 2019/771 (2019), which extend the rights to refund, guarantee and

inform consumers. As evidence of Ukraine's desire to harmonise national legislation with EU law, the new Law of Ukraine No. 3153-IX (2023) has been adopted, which states in Part 1 of Article 8 that in the event of purchasing an unsuitable or unsafe food product, the consumer has the right to demand that the business replace it with a food product that is suitable for consumption, or to refuse the contract and demand a refund. In addition, in preparation for the entry into force of this law, Resolution of the Cabinet of Ministers of Ukraine No. 1347 (2024) approved the procedure for the return (replacement) of unsuitable and dangerous food products, which creates a quick and affordable mechanism for consumer protection and simultaneously allows businesses to effectively resolve disputes without going to court, making it impossible to groundlessly check bona fide sellers. It provides that the consumer has the right to exchange a dangerous or unusable food product for a high-quality analogue within the established time frame or return it and receive a full refund of the cost. Thus, the consumer of agricultural products acts not only as an end user, but also as a participant in a more complex supply chain from the producer to the end user, which requires clarification of the subject of such a consumer contract, which purchases such products for personal needs and research the possibility of extending such legal status to consumers with the status of an individual entrepreneur and legal entities.

As noted by W. Verheyen and M. Kořacz (2022), an important factor in the sustainability of logistics chain security is the availability of various alternative options tools regardless of whether security measures are introduced as part of transport regulation through consumer legislation or under contract. Therefore, the interpretation of the category "consumer" in the context of agricultural products should be based on the general definition of the consumer, which is important for the legal protection of the rights of persons

who consume agricultural products in the chain from business to customer. This assumes that the consumer is a person who purchases agricultural products for personal, economic or other needs that are not related to business activities.

Simultaneously, agricultural products, as a commodity, have their own specific features – for example, the presence of various types of goods (vegetables, fruits, cereals, meat, raw materials for processing, feed, waste, etc.), which may be subject to a special legal regime. It is also necessary to consider the characteristics of agricultural products consumed by humans, including possible allergic reactions, storage conditions, and food waste associated with the loss of its properties, which is a consequence of unstable food systems.

R.B. Llagas *et al.* (2025) noted that shelf life is a key factor affecting food waste, food safety, and quality. The legal definition of agricultural products correlates with ensuring the rights of consumers to safe and high-quality products, namely, the application of relevant norms in regulating their production, storage and sale, and liability for their violation. In addition, among the number of specific features that distinguish agricultural products intended for human consumption, food allergies can be distinguished. Ukrainian legislation has been brought into line with EU regulations, such as Regulation of the European Parliament and of the Council No. 1169/2011 (2011) and Directive of the European Parliament and of the Council No. 2011/83/EU (2011) by adopting Law of Ukraine No. 2639-VIII (2018), according to which information about allergens should be included in the list of ingredients and clearly highlighted. The adopted law establishes the obligation of market operators to provide consumers with complete and reliable data on products upon their request. In particular, the product name must be indicated, which allows it to be uniquely identified. The consumer must have access to the minimum expiration date or the "use before" date,

which is a guarantee of safe use. If necessary, the market operator informs about special storage conditions and/or conditions of use that ensure the preservation of product quality and safety. The name and address of the operator responsible for the accuracy of the information are indicated, and for imported goods – data about the importer. It is also mandatory to indicate the country or place of origin, which allows tracking the supply chain and increases the level of consumer awareness.

In the EU and Ukraine, there is a comprehensive regulatory framework that clearly defines the list of allergens, the procedure for labelling them, and risk management measures at all stages of production and sale of food (including agricultural) products. However, no jurisdiction has yet adopted or implemented comprehensive regulation or legislation on the management of food allergens in public catering establishments, but some are considering special provisions on this issue (Dominguez *et al.*, 2024).

It follows that in the ongoing processes of harmonisation of Ukrainian legislation with EU legislation, it is also necessary to consider opportunities not only for the implementation of existing legislation, but also the need in certain cases to improve the regulatory and legal regulation on consumer protection and make it more comprehensive and comprehensive in the sectors of the economy, including agricultural products that may contain allergens (accumulative allergens) in their primary form or as a processed product. I. Barriola *et al.* (2023) stressed that consumers are more concerned about the quality and safety of milk, yoghurt, cheese, meat, and seafood products. Although meat and seafood are less studied in this review compared to other categories, they remain problematic due to the need to store food at appropriate temperatures and the higher risk of spoilage due to cold chain problems. Thus, it is agricultural products that have regulatory features that directly affect the safety of their use by

humans, in the case of food products. However, the features of agricultural products that do not belong to food products also have features regulated by regulatory legal acts, regarding their production, storage and conditions of sale of such products, non-compliance with which is the basis for protecting the rights of consumers to the quality and safety of agricultural products. It is important to note that the legal significance of the consumer status lies in the fact that it is designed to balance the imbalance of the subjects of the consumer contract. As noted by N. Mamonova *et al.* (2023), only in Ukraine, a private farm can be recognised as a family farm only if it officially receives the status of an individual entrepreneur (individual entrepreneur), that is, it is equal to a typical business without considering the specifics of agricultural production. However, if small producers (in particular farmers and consumer cooperatives) are unable to benefit from consumer protection in the event of violations by suppliers or trading partners, this will be contrary to the principle of equality and may restrict their rights in market relations. Although individuals who purchase or intend to purchase goods or services for personal needs that are not related to business activities need the same protection as individuals. It follows that in the case of agricultural products, the object of the consumer contract itself is specific and the subject of consumption of which requires a legislative definition in relation to the economic goal that arises at the conclusion of the contract.

### **Conclusions**

Determining the legal status of the consumer of agricultural products is important for the development of the agricultural market of Ukraine and its inclusion in the EU markets. Improvement of legislation should be based on harmonisation with European standards and consideration of the support and protection of agriculture. Ukraine, as a constitutional state of the European space, is

open to international cooperation in accordance with the requirements of foreign policy. However, this cooperation should be based on equality, not on an equal basis, in violation of the basic principles of the internal policy of the state, and should take place on mutually beneficial terms.

In the context of national regulations that define consumer relations in various fields, specialised legislation on consumer protection and the Constitution of Ukraine, the legal definition of the concept of consumer has been clarified, which, through its comparative characteristics with international legislation in terms of consumer protection, has been supplemented and adapted to the requirements of EU law.

Thus, a consumer of agricultural products can define an individual who purchases, uses or intends to purchase goods of Groups 1-24 of the Ukrainian Commodity Classification for Foreign Economic Activity, excluding subheading 2201 10 and headings 2204, 2205, 2207, 2208 of group 22, section IV, and the goods listed in subparagraphs 12-14 of clause 1 of the Requirements for specifications of goods with geographical indications and for the procedure of their approval, provided that such goods are grown, raised, caught, harvested, produced, or processed directly by the producer, or acquired or manufactured at that producer's own or leased facilities. However, such a definition is obviously cumbersome and requires unification to create a concept applicable in civil law that would be consistent with EU directives, in particular, the Directive of the European Parliament and of the Council No. 2011/83/EU on consumer rights, which emphasises the need to ensure transparency, product safety, and fair competition in the market. There is persistent legal ambiguity regarding the status of consumers who are not natural persons. This includes family farms registered as individual entrepreneurs that

use agricultural products for their own needs, and consumer cooperatives that may purchase such products to meet the needs of their members and that, by their legal nature, resemble natural persons acting as parties to a consumer contract.

Further research on the topic can be directed in several areas. Firstly, following the repeal of the Commercial Code of Ukraine, similar provisions of the Civil Code of Ukraine and special laws are applicable, resulting in ongoing recodification of the Civil Code of Ukraine. However, in the context of special legislation on consumer protection, most of the provisions of the Commercial Code of Ukraine have already been duplicated. However, considering the analysed legislative experience of foreign countries and the features of such an object of a consumer contract as agricultural products, there is a need to study and implement the concept of "consumer of agricultural products". Secondly, it is relevant to investigate the legal status of a subject that simultaneously produces and consumes products (for example, a farmer who has the status of an individual entrepreneur who buys seeds for growing crops for their own consumption). Since the relationship between the buyer and the seller is concluded in the contractual plane, in this regard, it is necessary to study the characteristics of the consumer as a subject who enters into the relevant contract precisely for the purpose of personal use and the possibility of their legislative implementation.

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## Нормативні проблеми захисту прав споживачів сільськогосподарської продукції в цивільно-правових відносинах

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### Анотація

В цивільно-правовому регулюванні захисту прав споживачів сільськогосподарської продукції наявні прогалини у питаннях термінології, що вимагає чіткого законодавчого визначення та надійних гарантій захисту прав і інтересів таких споживачів. Метою цього дослідження була оцінка статусу споживача сільськогосподарської продукції в Україні, Європейському Союзі та інших державах, формування рекомендацій щодо гармонізації цивільно-правового визначення та механізмів захисту споживачів у законодавстві України. Для цього у роботі застосовано системно-структурний, формально-юридичний та порівняльно-правовий методи. Методологія дозволила окреслити взаємозв'язки між правовими нормами та інститутами, що визначають статус споживача, здійснити доктринальний аналіз нормативних текстів. Дослідження виявило, що в українському та міжнародних законодавствах відсутнє єдине визначення «споживача сільськогосподарської продукції», а саме поняття споживача послідовно визначається як фізична особа, що діє поза межами комерційної чи професійної діяльності. Окреслено, що сільськогосподарська продукція потребує спеціалізованого регулювання через сезонність, вимоги до безпеки, простежуваності та маркування такої продукції. Порівняльний аналіз показав, що європейські норми передбачають чіткіше визначені права на отримання інформації, відмову від договору та гарантійне обслуговування. Було критично оцінено результати адаптацію українського законодавства до європейських стандартів у захисті прав споживачів та процедур повернення й обміну небезпечних харчових продуктів. Наведеною судовою практикою показано, як комплексне сприйняття поняття «споживач» може тлумачитися залежно від умов споживчого договору, його мети, що нашоухе на розуміння підходів до визначення споживача сільськогосподарської продукції. Практична цінність роботи полягає в запропонованому цивільно-правовому визначенні та регуляторній моделі, які допоможуть регуляторним органам і науковцям удосконалити нормативну базу, гармонізувати національні правила з міжнародними стандартами та розвинути механізми альтернативного вирішення спорів, що сприятиме конкурентоспроможності національного експортно-орієнтованого аграрного сектору

**Ключові слова:** правовий статус; договірні відносини; міжнародне законодавство, юридична компаративістика; консюмеризм