

Empowering consumers for the green transition

2022/0092(COD) - 31/03/2023 - Committee report tabled for plenary, 1st reading/single reading

The Committee on the Internal Market and Consumer Protection adopted the report by Biljana BORZAN (S&D, HR) on the proposal for a directive of the European Parliament and of the Council on amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and better information.

The European Commission's proposal aims to regulate the market to ensure truthful and easily accessible sustainability information. Members propose measures to further strengthen the proposal. In particular, they suggest better regulation of sustainability labels and sustainability information tools, as well as environmental claims.

The committee responsible recommended that the European Parliament's position adopted at first reading under the ordinary legislative procedure should amend the proposal as follows:

Amendments to Directive 2011/83/EU on consumer rights

Before the consumer is bound by a contract other than a distance or an off-premises contract, or any corresponding offer, the trader should provide the consumer with the following information in a clear and comprehensible manner, if that information is not already apparent from the context:

- for goods with digital elements, the minimum period in units of time, after the date of placement on the market, during which the producer provides software updates, which covers, as a minimum, the period as provided for in Union law and its voluntary extension, where the producer makes such information available for which the updates should be provided;

- information provided by the producer about the availability and maximum price expected of the spare parts necessary to repair goods, including the minimum period, after the purchase of the good, during which spare parts and accessories are available, the procedure of ordering them, and the availability of a user and repair manual, as well as the availability of diagnosis and repair tools and services.

When traders offer products in more than one Member State, they may opt to refer to the minimum Union period of two years of legal guarantee of conformity on the label referred to in Annex Z. Under this option, traders should ensure that the label is accompanied by a statement that reads that ‘a consumer benefits from a minimum legal guarantee of two years, unless a guarantee of more than two years is provided for under the applicable national law’.

Annex Z and labelling

Members proposed to include a new Annex to the proposed Directive. Annex Z should contain the content and format of the label. The label should indicate the duration of the legal guarantee of conformity and, if relevant, its voluntary extension in the form of a commercial guarantee of durability. It should be displayed prominently and in a way that is clearly legible to the consumer.

Amendments to Directive 2005/29/EC on unfair commercial practices

Members proposed to add new practices to the existing ‘blacklist’ of unfair commercial practices prohibited in all circumstances, such as:

- making a generic environmental claim for which the trader does not provide evidence of the recognised excellent environmental performance relevant to the claim;
- claiming, based on carbon offsetting, that a product has a neutral, reduced, compensated or positive greenhouse gas emissions' impact on the environment;
- making an environmental claim which cannot be substantiated in accordance with legal requirements;
- any marketing of a good as being identical or seemingly identical to the other good marketed in one or various Member States, while those goods have different composition or characteristics which have not been clearly marked on the packaging, so as to be visible to the consumer;
- omitting to inform the consumer in a clear and understandable manner that the functionality update is not necessary to keep the product in conformity;
- introducing a feature to limit the durability of a good;
- marketing a good without fixing a design issue, within a reasonable time after it became known, thus leading to the early failure of that good;
- marketing a good which does not allow repair in accordance with legal requirements or failing to inform the consumer that a good is not repairable;
- omitting to inform the consumer about the unavailability of spare parts and other repair restrictions;
- omitting to inform the consumer that the trader will refuse to repair a product that has previously been repaired by an independent professional, a non-professional or a user;
- marketing a good that requires replacing the consumables earlier than necessary for technical reasons;
- the fact that the same producer or trader offering the same product with disadvantageous terms or a shorter period of commercial guarantee in one or more Member States resulting in a disadvantageous situation for consumers;
- marketing a good which is not compliant with the requirements under Union product legislation.