

Empowering consumers for the green transition

2022/0092(COD) - 11/05/2023

The European Parliament adopted by 544 votes to 18, with 17 abstentions, **amendments** to 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 matter has been referred to the competent committee for inter-institutional negotiations.

The proposal for a directive aims to introduce specific rules in EU consumer protection law to combat unfair commercial practices that mislead consumers and prevent them from making sustainable consumption choices, in particular practices related to early obsolescence of goods, false or misleading environmental claims ("greenwashing"), and non-transparent, non-certified and non-credible labels or sustainability information tools.

These rules would enable national competent bodies to effectively combat such practices. If environmental claims are reliable, clear, understandable and fair, consumers will be able to choose products that are genuinely better for the environment than competing products.

This proposal aims to strengthen consumer rights by amending two directives that protect consumer interests at EU level: Directive 2005/29/EC on unfair commercial practices and Directive 2011/83/EU on consumer rights.

The main amendments adopted in plenary are the following:

Amendments to Directive 2011/83/EU on consumer rights

The duration of the legal guarantee of conformity, as well as its voluntary extension in the form of an equivalent producer's commercial guarantee of durability, covering the entire good, at no extra cost, are good indicators of a good's durability. Members therefore propose to amend Directive 2011/83/EU to specifically require traders to provide, before the conclusion of the contract, a label indicating, as a minimum, a reminder of the legal guarantee of conformity and, if relevant, its voluntary extension in the form of a commercial guarantee of durability.

When the goods are made available to consumers and other end-users, the label should be displayed prominently and in a clearly legible way.

In addition, in order to ensure that consumers are well informed about the reparability of the goods they purchase, where a reparability score is not established, **traders should provide, for all types of goods, other relevant repair information**, such as information about the availability and maximum price expected of the spare parts necessary to repair a good, including the minimum period after the purchase of the good during which spare parts and accessories are available, the procedure for ordering them, the availability of a user and repair manual as well as the availability of diagnosis and repair tools and services. This information should be provided to the respective traders by the producers of the goods.

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. Examples of such generic environmental claims are ‘environmentally friendly’, ‘eco-friendly’, ‘eco’, ‘green’, ‘nature’s friend’, ‘natural’, ‘animal-friendly’, ‘cruelty-free’, ‘sustainable’, ‘ecological’, ‘environmentally correct’, ‘climate friendly’, ‘gentle on the environment’, ‘deforestation-free’, ‘carbon friendly’, ‘climate neutral’, ‘energy efficient’, ‘biodegradable’, ‘plastic neutral’, ‘plastic-free’, ‘biobased’, etc.
- 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;
- making the procedure of terminating a service significantly more burdensome than signing up to it;
- 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.