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*Plenary sitting*

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**A9-0099/2023**

12.4.2023

**\*\*\*I**  
**REPORT**

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  
(COM(2022)0143 – C9-0128/2022 – 2022/0092(COD))

Committee on the Internal Market and Consumer Protection

Rapporteur: Biljana Borzan

Rapporteur for the opinion of associated committees pursuant to Rule 57 of the Rules of Procedure:  
Edina Tóth, Committee on the Environment, Public Health and Food Safety

### ***Symbols for procedures***

- \* Consultation procedure
- \*\*\* Consent procedure
- \*\*\*I Ordinary legislative procedure (first reading)
- \*\*\*II Ordinary legislative procedure (second reading)
- \*\*\*III Ordinary legislative procedure (third reading)

(The type of procedure depends on the legal basis proposed by the draft act.)

### ***Amendments to a draft act***

#### **Amendments by Parliament set out in two columns**

Deletions are indicated in ***bold italics*** in the left-hand column. Replacements are indicated in ***bold italics*** in both columns. New text is indicated in ***bold italics*** in the right-hand column.

The first and second lines of the header of each amendment identify the relevant part of the draft act under consideration. If an amendment pertains to an existing act that the draft act is seeking to amend, the amendment heading includes a third line identifying the existing act and a fourth line identifying the provision in that act that Parliament wishes to amend.

#### **Amendments by Parliament in the form of a consolidated text**

New text is highlighted in ***bold italics***. Deletions are indicated using either the ▬ symbol or strikeout. Replacements are indicated by highlighting the new text in ***bold italics*** and by deleting or striking out the text that has been replaced.

By way of exception, purely technical changes made by the drafting departments in preparing the final text are not highlighted.

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## DRAFT EUROPEAN PARLIAMENT LEGISLATIVE RESOLUTION

**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**

**(COM(2022)0143 – C9-0128/2022 – 2022/0092(COD))**

**(Ordinary legislative procedure: first reading)**

*The European Parliament,*

- having regard to the Commission proposal to Parliament and the Council (COM(2022)0143),
  - having regard to Article 294(2) and Article 114 of the Treaty on the Functioning of the European Union, pursuant to which the Commission submitted the proposal to Parliament (C9-0128/2022),
  - having regard to Article 294(3) of the Treaty on the Functioning of the European Union,
  - having regard to the opinion of the European Economic and Social Committee of 13 July 2022<sup>1</sup>,
  - having regard to Rule 59 of its Rules of Procedure,
  - having regard to the opinion of the Committee on the Environment, Public Health and Food Safety,
  - having regard to the report of the Committee on the Internal Market and Consumer Protection (A9-0099/2023),
1. Adopts its position at first reading hereinafter set out;
  2. Calls on the Commission to refer the matter to Parliament again if it replaces, substantially amends or intends to substantially amend its proposal;
  3. Instructs its President to forward its position to the Council, the Commission and the national parliaments.

### **Amendment 1**

#### **Proposal for a directive**

#### **Recital 1**

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<sup>1</sup> OJ C 443, 22.11.2022, p. 75.

*Text proposed by the Commission*

(1) In order to tackle unfair commercial practices **which prevent** consumers from making sustainable consumption choices, such as practices associated with the early obsolescence of goods, misleading environmental claims (“greenwashing”), non-transparent and non-credible sustainability labels or sustainability information tools, specific rules should be introduced in Union consumer law. This would enable national competent bodies to address those practices effectively. By ensuring that environmental claims are fair, consumers will be able to choose products that are genuinely better for the environment than competing products. This will encourage competition towards more environmentally sustainable products, thus reducing negative impact on the environment.

*Amendment*

(1) In order to tackle unfair commercial practices **that deceive** consumers **and prevent them** from making sustainable consumption choices, such as practices associated with the early obsolescence of goods, misleading **or false** environmental claims (“greenwashing”), non-transparent, **non-certified** and non-credible sustainability labels or sustainability information tools, specific rules should be introduced in Union consumer law. This would enable national competent bodies to address those practices effectively. By ensuring that 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 will encourage competition towards more environmentally sustainable products, thus reducing negative impact on the environment. **Companies also have a role to play in promoting a green transition and greater sustainability of the products they produce and sell on the internal market.**

**Amendment 2**

**Proposal for a directive**

**Recital 3**

*Text proposed by the Commission*

(3) In order to deter traders from deceiving consumers as regards the environmental or social impact, durability or reparability of their products, including through the overall presentation of the products, Article 6(1) of Directive 2005/29/EC should be amended by adding the environmental or social impact, durability and reparability of the product to the list of the main characteristics of the product in respect of which the trader’s

*Amendment*

(3) In order to deter traders from deceiving consumers as regards the environmental or social impact, durability or reparability of their products, including through the overall presentation of the products, Article 6(1) of Directive 2005/29/EC should be amended by adding the environmental or social impact, durability, **reusability, recyclability** and reparability of the product to the list of the main characteristics of the product in

practices can be considered misleading, following a case-by-case assessment. Information provided by traders on the social sustainability of products, such as working conditions, charity contributions or animal welfare, should not mislead consumers either.

respect of which the trader's practices can be considered misleading, following a case-by-case assessment. Information provided by traders on the social sustainability of products, such as working conditions, charity contributions or animal welfare, should not mislead consumers either.

### Amendment 3

#### Proposal for a directive Recital 4

##### *Text proposed by the Commission*

(4) Environmental claims, in particular climate-related claims, increasingly relate to future performance in the form of a transition to carbon or climate neutrality, or a similar objective, by a certain date. Through such claims, traders create the impression that consumers contribute to a low-carbon economy by purchasing their products. To ensure the fairness and credibility of such claims, Article 6(2) of Directive 2005/29/EC should be amended to prohibit such claims, following a case-by-case assessment, when they are not supported by clear, objective and verifiable commitments and targets given by the trader. **Such** claims should also be supported by an independent monitoring system to monitor the progress of the **trader with regard to the** commitments and targets.

##### *Amendment*

(4) Environmental claims, in particular climate-related claims, increasingly relate to future performance in the form of a transition to carbon or climate neutrality, or a similar objective, by a certain date. Through such claims, traders create the impression that consumers contribute to a low-carbon economy by purchasing their products. To ensure the fairness and credibility of such claims, Article 6(2) of Directive 2005/29/EC should be amended to prohibit such claims, following a case-by-case assessment, when they are **based solely on carbon offsetting schemes or are not supported by clear, objective, quantified, science-based** and verifiable commitments and targets given by the trader, **including a detailed and realistic implementation plan to achieve this future environmental performance. That plan should include concrete targets consistent with achieving the trader's long-term commitment, underpinned by a sufficient budget and allocation of sufficient resources.** Claims should also be supported by an independent monitoring system to monitor the progress of the **implementation plan, the trader's** commitments and targets.

## Amendment 4

### Proposal for a directive Recital 6

#### *Text proposed by the Commission*

(6) Comparing products based on their environmental or social aspects, including through the use of sustainability information tools, is an increasingly common marketing technique. In order to ensure that such comparisons do not mislead consumers, Article 7 of Directive 2005/29/EC should be amended to require that the consumer is provided with information about the method of the comparison, the products which are the object of comparison and the suppliers of those products, and the measures to keep information up to date. This should ensure that consumers make better informed transactional decisions when using such services. The comparison should be objective by, in particular, comparing products which serve the same function, using a common method and common assumptions, and comparing material and verifiable features of the products being compared.

#### *Amendment*

(6) Comparing products based on their environmental or social aspects, including through the use of sustainability information tools, is an increasingly common marketing technique ***that could be misleading to consumers, who are not always able to assess the reliability of that information***. In order to ensure that such comparisons do not mislead consumers, Article 7 of Directive 2005/29/EC should be amended to require that the consumer is provided with information about the method of the comparison, the products which are the object of comparison and the suppliers of those products, and the measures to keep information up to date. This should ensure that consumers make better informed transactional decisions when using such services. The comparison should be objective by, in particular, comparing products which serve the same function, using a common method and common assumptions, and comparing material and verifiable features of the products being compared.

## Amendment 5

### Proposal for a directive Recital 7

#### *Text proposed by the Commission*

(7) The displaying of sustainability labels which are not based on a certification scheme or not established by public authorities should be prohibited by including such practices in the list in Annex I to Directive 2005/29/EC. The certification scheme should fulfil minimum transparency and credibility conditions.

#### *Amendment*

(7) The displaying of sustainability labels which are not based on a certification scheme or not established by public authorities should be prohibited by including such practices in the list in Annex I to Directive 2005/29/EC. The certification scheme should fulfil minimum transparency and credibility conditions.



The displaying of sustainability labels remains possible without a certification scheme where such labels are established by a public authority, or in case of additional forms of expression and presentation of food in accordance with Article 35 of Regulation (EU) No 1169/2011. This rule complements point 4 of Annex I to Directive 2005/29/EC which prohibits claiming that a trader, the commercial practices of a trader, or a product has been approved, endorsed or authorised by a public or private body when it has not, or making such a claim without complying with the terms of the approval, endorsement or authorisation.

***The monitoring of compliance of the certification scheme should be supported by methods that are proportionate and relevant to the nature of the products, processes and businesses that are subject to the scheme. It should be carried out by a third party whose competencies and independence, from both the scheme owner and the trader, have been verified by the Member States. Furthermore, certification schemes should include a complaints system that is available to consumers and other external stakeholders, focuses on non-compliance and ensures the withdrawal of the sustainability label in cases of non-compliance.*** The displaying of sustainability labels remains possible without a certification scheme where such labels are established by a public authority, or in case of additional forms of expression and presentation of food in accordance with Article 35 of Regulation (EU) No 1169/2011. This rule complements point 4 of Annex I to Directive 2005/29/EC which prohibits claiming that a trader, the commercial practices of a trader, or a product has been approved, endorsed or authorised by a public or private body when it has not, or making such a claim without complying with the terms of the approval, endorsement or authorisation. ***Sustainability labels established by public authorities should be accessible at a reasonable cost to all businesses regardless of their size and financial capability. Certification schemes and sustainability labels that foster the incremental uptake of sustainable practices by small and medium enterprises should be encouraged.***

## Amendment 6

### Proposal for a directive Recital 9

(9) Annex I to Directive 2005/29/EC should also be amended to prohibit making generic environmental claims without **recognised** excellent environmental performance which is relevant to the claim. Examples of such generic environmental claims are ‘environmentally friendly’, ‘eco-friendly’, ‘eco’, ‘green’, ‘nature’s friend’, ‘ecological’, ‘environmentally correct’, ‘climate friendly’, ‘gentle on the environment’, ‘carbon friendly’, ‘**carbon neutral**’, ‘**carbon positive**’, ‘climate neutral’, ‘energy efficient’, ‘biodegradable’, ‘biobased’ or similar statements, as well as broader statements such as ‘conscious’ or ‘responsible’ that suggest or create the impression of excellent environmental performance. Such generic environmental claims should be prohibited whenever there is no excellent environmental performance demonstrated or whenever the specification of the claim is not provided in clear and prominent terms on the same medium, such as the same advertising spot, product’s packaging or online selling interface. For example, the claim ‘biodegradable’, referring to a product, would be a generic claim, whilst claiming that ‘the packaging is biodegradable through home composting in one month’ would be a specific claim, which does not fall under this prohibition.

(9) Annex I to Directive 2005/29/EC should also be amended to prohibit making generic environmental claims without **providing evidence of the** excellent environmental performance which is 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’ or similar statements, as well as broader statements such as ‘conscious’ or ‘responsible’ that suggest or create the impression of excellent environmental performance. Such generic environmental claims should be prohibited whenever **they are based on offsetting of environmental impacts, such as purchasing of carbon credits, or whenever** there is no excellent environmental performance demonstrated **or scientific evidence to it**, or whenever the specification of the claim is not provided in clear and prominent terms on the same medium, such as the same advertising spot, product’s packaging or online selling interface. For example, the claim ‘biodegradable’, referring to a product, would be a generic claim, whilst claiming that ‘the packaging is biodegradable through home composting in one month’ would be a specific claim, which does not fall under this prohibition. **In cases where it cannot be substantiated by scientific evidence, it is particularly important to prohibit claims suggesting, based on carbon offsetting, that a product or service has a neutral, reduced, compensated or positive carbon emissions’ impact on the environment as**

*it can mislead consumers by making them believe that the product they buy or the trader's business has no impact on the environment. This should not prevent companies from advertising their investments in environmental initiatives as long as such advertising does not claim that such investments or initiatives compensate, neutralise, or render positive the impact of the product or the impact of the trader's business on the environment.*

## Amendment 7

### Proposal for a directive Recital 14

#### *Text proposed by the Commission*

(14) In order to improve the welfare of consumers, the amendments to Annex I to Directive 2005/29/EC should also address several practices associated with early obsolescence, including planned obsolescence practices, understood as a commercial policy involving deliberately planning or designing a product with a limited useful life so that it prematurely becomes obsolete or non-functional after a certain period of time. Purchasing products that are expected to last longer than they actually do causes consumer detriment. Furthermore, early obsolescence practices have an overall negative impact on the environment in the form of increased material waste. Therefore, addressing those practices are also likely to reduce the amount of waste, contributing to a more sustainable consumption.

#### *Amendment*

(14) In order to improve the welfare of consumers, the amendments to Annex I to Directive 2005/29/EC should also address several practices associated with early obsolescence, including planned obsolescence practices, understood as a commercial policy involving deliberately planning or designing a product with a limited useful life so that it prematurely becomes obsolete or non-functional after a certain period of time. ***Engaging in practices that lead to the shortening of a product's lifespan or*** purchasing products that are expected to last longer than they actually do causes consumer detriment. Furthermore, early obsolescence practices have an overall negative impact on the environment in the form of increased material waste. Therefore, addressing those practices, are also likely to reduce the amount of waste, contributing to a more sustainable consumption.

## Amendment 8

### Proposal for a directive Recital 16

(16) It should also be prohibited to **omit to inform the consumer about the existence of** a feature of the good **introduced to limit** its durability. For example, such a feature could be software which stops or downgrades the functionality of the good after a particular period of time, or it could be a piece of hardware which is designed to fail after a particular period of time. The prohibition **of omitting to inform consumers of** such features of the goods **complements and** does not affect the remedies available to consumers when they constitute a lack of conformity under Directive (EU) 2019/771 of the European Parliament and of the Council<sup>26</sup>. For such a commercial practice to be considered unfair, it should not be necessary to demonstrate that the purpose of the feature is to stimulate the replacement of the respective good. The use of features limiting the durability of the goods should be distinguished from manufacturing practices using materials or processes of general low quality resulting in limited durability of the goods. Lack of conformity of a good resulting from the use of low quality materials or processes should continue to be governed by the rules on the conformity of goods set out in Directive (EU) 2019/771.

(16) It should also be prohibited to **introduce** a feature of the good **that limits** its durability. For example, such a feature could be software which stops or downgrades the functionality of the good after a particular period of time, or it could be a piece of hardware which is designed to fail after a particular period of time. The prohibition **to introduce** such features of the goods does not affect the remedies available to consumers when they constitute a lack of conformity under Directive (EU) 2019/771 of the European Parliament and of the Council<sup>26</sup>. For such a commercial practice to be considered unfair, it should not be necessary to demonstrate that the purpose of the feature is to stimulate the replacement of the respective good. The use of features limiting the durability of the goods should be distinguished from manufacturing practices using materials or processes of general low quality resulting in limited durability of the goods. Lack of conformity of a good resulting from the use of low quality materials or processes should continue to be governed by the rules on the conformity of goods set out in Directive (EU) 2019/771.

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<sup>26</sup> Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).

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<sup>26</sup> Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).

## **Amendment 9**

### **Proposal for a directive Recital 17**

*Text proposed by the Commission*

(17) Another practice which should be prohibited under Annex I to Directive 2005/29/EC is the practice of claiming that a good has a certain durability when it does not. That would be the case, for instance, when a trader informs consumers that a washing machine is expected to last a certain number of washing cycles, while the actual use of washing machine shows this is not the case.

**Amendment 10**

**Proposal for a directive  
Recital 18**

*Text proposed by the Commission*

(18) Similarly, Annex I to Directive 2005/29/EC should also be amended to prohibit ***presenting products as allowing repair when such repair is not possible, as well as omitting to inform consumers that it is not possible to repair goods*** in accordance with legal requirements.

**Amendment 11**

**Proposal for a directive  
Recital 20**

*Amendment*

(17) Another practice which should be prohibited under Annex I to Directive 2005/29/EC is the practice of claiming that a good has a certain durability when it does not. That would be the case, for instance, when a trader informs consumers that a washing machine is expected to last a certain number of washing cycles ***in accordance with normal expected use in accordance with the instructions*** while the actual use of washing machine shows this is not the case.

*Amendment*

(18) Similarly, Annex I to Directive 2005/29/EC should also be amended to prohibit ***marketing a good which does not allow repair in accordance with legal requirements or failing to inform the consumer that a good is unrepairable. In addition, Annex I to Directive 2005/29/EC should also be amended to ensure that the consumer is always informed of repair restrictions such as the unavailability of repair services, the unavailability of spare parts or the refusal to repair in the event that the product has been repaired by an independent professional, a non-professional or a user.***

*Text proposed by the Commission*

(20) Another practice associated with early obsolescence which should be prohibited and added to the list in Annex I to Directive 2005/29/EC is ***inducing the consumer into*** replacing the consumables ***of a product*** earlier than would otherwise be necessary for technical reasons. Such practices mislead the consumer into believing that the goods will no longer function unless their consumables are replaced, thus leading ***them*** to purchase more consumables than necessary. For example, ***the practice of urging the consumer, via the settings of the printer,*** to replace the printer ink cartridges before they are actually empty in order to stimulate the purchase of additional ink cartridges would be prohibited.

**Amendment 12**

**Proposal for a directive  
Recital 21**

*Text proposed by the Commission*

(21) Annex I to Directive 2005/29/EC should also be amended to prohibit ***omitting to inform the consumer that the good is*** designed ***to limit its*** functionality when using consumables, spare parts or accessories that are not provided by the original producer. For example, the marketing of printers that are designed to limit their functionality when using ink cartridges not provided by the original producer of the printer ***without disclosing this information to the consumer*** would be prohibited. This practice could mislead consumers into purchasing an alternative ink cartridge which cannot be used for that printer, thus leading to unnecessary repair costs, waste streams or additional costs due to the obligation to use the original producer's consumables which the

*Amendment*

(20) Another practice associated with early obsolescence which should be prohibited and added to the list in Annex I to Directive 2005/29/EC is ***marketing goods that require*** replacing the consumables earlier than would otherwise be necessary for technical reasons. Such practices mislead the consumer into believing that the goods will no longer function unless their consumables are replaced, thus leading ***consumers*** to purchase more consumables than necessary. For example, ***marketing a printer that requires consumers*** to replace the printer ink cartridges before they are actually empty in order to stimulate the purchase of additional ink cartridges would be prohibited.

*Amendment*

(21) Annex I to Directive 2005/29/EC should also be amended to prohibit ***marketing goods that are*** designed ***in a way that limits their*** functionality when using consumables, spare parts or accessories that are not provided by the original producer. For example, the marketing of printers that are designed to limit their functionality when using ink cartridges not provided by the original producer of the printer would be prohibited. This practice could mislead consumers into purchasing an alternative ink cartridge which cannot be used for that printer, thus leading to unnecessary repair costs, waste streams or additional costs due to the obligation to use the original producer's consumables which the consumer could not foresee at the time of



consumer could not foresee at the time of purchase. Similarly, marketing smart devices designed to limit their functionality when using chargers or spare parts that are not provided by the original producer ***without disclosing this information to the consumer*** would be prohibited as well.

## Amendment 13

### Proposal for a directive Recital 22

#### *Text proposed by the Commission*

(22) In order for consumers to take better informed decisions and stimulate the demand for, and the supply of, more durable goods, specific information about a product's durability and reparability should be provided for all types of goods before concluding the contract. Moreover, as regards goods with digital elements, digital content and digital services, consumers should be informed about the period of time during which free software updates are available. Therefore, Directive 2011/83/EU of the European Parliament and of the Council<sup>27</sup> should be amended to provide consumers with pre-contractual information about durability, reparability and the availability of updates. Information should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882<sup>28</sup>. The obligation to provide this information to consumers complements and does not affect the rights of consumers provided in Directives (EU) 2019/770<sup>29</sup> and (EU) 2019/771<sup>30</sup> of the European Parliament and of the Council.

purchase. Similarly, marketing smart devices designed to limit their functionality when using chargers or spare parts that are not provided by the original producer would be prohibited as well.

#### *Amendment*

(22) In order for consumers to take better informed decisions and stimulate the demand for, and the supply of, more durable goods, specific information about a product's durability and reparability should be provided for all types of goods before concluding the contract. Moreover, as regards goods with digital elements, digital content and digital services, consumers should be informed about the period of time during which free software updates are available ***in accordance with requirements under Union or national law, which covers as a minimum, the period as specified in Union law and its voluntary extension, where the producer makes such information available.*** Therefore, Directive 2011/83/EU of the European Parliament and of the Council<sup>27</sup> should be amended to provide consumers with pre-contractual information about durability, reparability and the availability of updates. Information should be provided to consumers, ***including in an official language or in official languages of the Member State where the good is offered,*** in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882<sup>28</sup>. The obligation to provide this information to consumers complements and does not affect the rights of consumers provided in Directives (EU) 2019/770<sup>29</sup>, (EU) 2019/771<sup>30</sup> and (EU)

**2011/83** of the European Parliament and of the Council.

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<sup>27</sup> Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011, p. 64).

<sup>28</sup> Directive 2019/882/EU of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70).

<sup>29</sup> Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services (OJ L 136, 22.5.2019, p. 1).

<sup>30</sup> Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).

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<sup>27</sup> Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011, p. 64).

<sup>28</sup> Directive 2019/882/EU of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70).

<sup>29</sup> Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services (OJ L 136, 22.5.2019, p. 1).

<sup>30</sup> Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).

## Amendment 14

### Proposal for a directive Recital 23

#### *Text proposed by the Commission*

(23) A good indicator of a good's durability is the producer's commercial guarantee of durability within the meaning of Article 17 of Directive (EU) 2019/771. Therefore, Directive 2011/83/EU should be amended to specifically require traders

#### *Amendment*

(23) A good indicator of a good's durability is the ***duration of the legal guarantee of conformity, as well as its voluntary extension in the form of the equivalent*** producer's commercial guarantee of durability within the meaning



***selling goods to inform consumers about the existence of the producer's commercial guarantee of durability for all types of goods, where the producer makes this information available.***

of Article 17 of Directive (EU) 2019/771, ***covering the entire good and provided without an additional cost.*** Therefore, Directive 2011/83/EU should be amended 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.***

## **Amendment 15**

### **Proposal for a directive Recital 23 a (new)**

*Text proposed by the Commission*

*Amendment*

***(23a) When the goods are made available to consumers and other end-users, the label should be displayed prominently and in a clearly legible way.***

## **Amendment 16**

### **Proposal for a directive Recital 24**

*Text proposed by the Commission*

*Amendment*

***(24) The problem of limited durability contrary to consumer expectations is most relevant for energy-using goods, which are goods that function from an external energy source. Consumers are also most interested in receiving information about the expected durability of this category of goods. For these reasons, only for this category of goods, consumers should be made aware that the information about the existence of a producer's commercial guarantee of durability of more than two years has not been provided by the producer.***

***deleted***

## **Amendment 17**

### **Proposal for a directive Recital 25**

*Text proposed by the Commission*

*Amendment*

**(25) Goods containing energy-using components, where those components are mere accessories and do not contribute to the main function of those goods, such as decorative lighting for clothing or footwear or electric light for a bicycle, should not be classified as energy-using goods.** *deleted*

## **Amendment 18**

### **Proposal for a directive Recital 26**

*Text proposed by the Commission*

*Amendment*

**(26) In view of the established minimum duration of two years of the seller's liability for lack of conformity in accordance with Directive (EU) 2019/771 and the fact that many product failures occur after two years, the trader's obligation to inform consumers about the existence and duration of the producer's commercial guarantee of durability should apply to guarantees that are of more than two years.** *deleted*

## **Amendment 19**

### **Proposal for a directive Recital 27**

*Text proposed by the Commission*

*Amendment*

**(27) In order to make it easier for consumers to take an informed transactional decision when comparing goods before concluding a contract, traders should inform consumers about** *deleted*

*the existence and duration, of the producer's commercial guarantee of durability for the entire good and not for specific components of the good.*

## Amendment 20

### Proposal for a directive Recital 28

#### *Text proposed by the Commission*

(28) The producer and the seller should remain free to offer other types of commercial guarantees and after-sales services of any duration. However, the information provided to the consumer about such other commercial guarantees or services should not confuse the consumer ***with regard to the existence and duration of the producer's commercial guarantee of durability that covers the entire good and has a duration of more than two years.***

#### *Amendment*

(28) The producer and the seller should remain free to offer other types of commercial guarantees and after-sales services of any duration. However, the information provided to the consumer about such other commercial guarantees or services should not confuse the consumer.

## Amendment 21

### Proposal for a directive Recital 29

#### *Text proposed by the Commission*

(29) To promote competition between producers as regards the durability of goods with digital elements the traders selling those goods should inform consumers about the minimum period of time during which the producer ***commits to*** provide software updates for such goods. ***However, to avoid overloading consumers with information, such information should only be provided when this period is longer than the period of the producer's commercial guarantee of durability, as that guarantee entails the provision of updates, including security updates, that***

#### *Amendment*

(29) To promote competition between producers as regards the durability of goods with digital elements the traders selling those goods should inform consumers about the minimum period of time during which the producer ***will*** provide software updates for such goods ***including, as a minimum, the period provided for in Union law and its voluntary extension where the producer makes such information available;*** information should only be provided when this period is longer than the period of the producer's commercial guarantee.

*are necessary to maintain the required functions and performance of goods with digital elements. Furthermore, information about the producer's commitment to provide software updates is relevant only where the sales contract regarding goods with digital elements provides for a single act of supply of the digital content or digital service in respect of which Article 7(3), point (a), of Directive (EU) 2019/771 applies. In contrast, there should be no new obligation to provide that information where the sales contract provides for a continuous supply of the digital content or digital service over a period of time, since for those contracts Article 7(3), point (b), of Directive (EU) 2019/771 specifies, by reference to Article 10 (2) or (5), the period of time during which the seller is to ensure that the consumer is informed of and supplied with updates.*

## Amendment 22

### Proposal for a directive Recital 30

*Text proposed by the Commission*

(30) Likewise, traders offering digital content and digital services should also inform consumers about the minimum period during which the provider of the digital content or digital service, where the provider is different from the trader, **commits to** provide software updates, including security updates, necessary to keep the digital content and digital services in conformity. Information **about the provider's commitment to provide software updates is relevant only where the contract provides for a single act of supply or a series of individual acts of supply in respect of which Article 8(2), point (b), of Directive 2019/770 applies. In contrast, there should be no new obligation to provide that** information

*Amendment*

(30) Likewise, traders offering digital content and digital services should also inform consumers about the minimum period, **after the date of placement on the market**, during which the provider of the digital content or digital service, where the provider is different from the trader, **will** provide software updates, including security updates, necessary to keep the digital content and digital services in conformity. **This information should include, as a minimum, the period for which the updates have to be provided for in Union law. The provider will provide this information to the trader in all cases.**

*where the contract provides for a continuous supply over a period of time, since for these contracts Article 8(2), point (a) of Directive (EU) 2019/770 specifies the period of time during which the trader is to ensure that the consumer is informed of and supplied with updates.*

## Amendment 23

### Proposal for a directive Recital 31

*Text proposed by the Commission*

(31) To allow consumers to make an informed transactional decision and choose goods that are easier to repair, traders should provide, before the conclusion of the contract, for all types of goods, where applicable, the reparability score of the good as provided by the producer in accordance with Union law.

*Amendment*

(31) To allow consumers to make an informed transactional decision and choose goods that are easier to repair, traders should provide, before the conclusion of the contract, for all types of goods, where applicable, the reparability score of the good as provided by the producer in accordance with Union law **or national law**.

## Amendment 24

### Proposal for a directive Recital 32

*Text proposed by the Commission*

(32) Pursuant to Article 5(1), point (e), and Article 6(1), point (m), of Directive 2011/83/EU traders are obliged to provide the consumer before the consumer is bound by the contract with information on the existence and the conditions of after-sales services, including repair services, **where such services are provided**. 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 **in accordance with Union law**, traders should provide, for all types of goods, other relevant repair

*Amendment*

(32) Pursuant to Article 5(1), point (e), and Article 6(1), point (m), of Directive 2011/83/EU traders are obliged to provide the consumer before the consumer is bound by the contract with information on the existence and the conditions of after-sales services, including repair services. 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**

information *that is made available by the producer*, such as information about the availability *of* spare parts, *and* a user and repair manual.

*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.*

## Amendment 25

### Proposal for a directive Recital 33

#### *Text proposed by the Commission*

(33) Traders should provide consumers with information about the existence *and duration* of the *producer's commercial guarantee of durability*, the minimum period for updates and the repair information other than the reparability score, *where the producer or provider of the digital content or digital service, when different from the trader, makes the relevant information available*. In particular, as regards goods, the trader should convey to consumers the information that the producer has provided to the trader or has otherwise intended to make readily available to the consumer before the conclusion of the contract, by indicating it on the product itself, its packaging or tags and labels that the consumer would normally consult before concluding the contract. The trader should not be required to actively search for such information from the producer, for example, on the product-specific websites.

#### *Amendment*

(33) Traders should provide consumers with information about the existence of the *label*, the minimum period for updates and the repair information other than the reparability score. In particular, as regards goods, the trader should convey to consumers the information that the producer has provided to the trader or has otherwise intended to make readily available to the consumer before the conclusion of the contract, by indicating it on the product itself, its packaging or tags and labels that the consumer would normally consult before concluding the contract. The trader should not be required to actively search for such information from the producer, for example, on the product-specific websites. *Where traders are not producers of goods, their influence on the design of the products and their input regarding any information accompanying the products might be limited. In that case, the producers should provide the relevant information to traders interacting with consumers. Furthermore, traders should be responsible for further passing on the information to consumers.*

## Amendment 26

### Proposal for a directive Recital 36 a (new)

*Text proposed by the Commission*

*Amendment*

***(36a) The Commission should present easy-to-understand guidelines for businesses with the requirements of this Regulation. When developing such guidelines, the Commission should take into consideration the needs of SMEs in order to keep administrative and financial burdens to a minimum while facilitating their compliance with this Regulation. The Commission should consult relevant stakeholders, with expertise in the field of marketing.***

## Amendment 27

### Proposal for a directive Article 1 – paragraph 1 – point 1 – introductory part

*Text proposed by the Commission*

*Amendment*

(1) in Article 2, the following points (o) to **(y)** are added:

(1) in Article 2, the following points (o) to **(ya)** are added:

## Amendment 28

### Proposal for a directive Article 1 – paragraph 1 – point 1 Directive 2005/29/EC Article 2 – paragraph 1 – point o

*Text proposed by the Commission*

*Amendment*

(o) ‘environmental claim’ means any message or representation, which is not mandatory under Union law or national law, including text, pictorial, graphic or symbolic representation, in any form, including labels, brand names, company

(o) ‘environmental claim’ means any message or representation which is not mandatory under Union law or national law, including text, pictorial, graphic or symbolic representation, in any form, including labels, brand names, company

names or product names, in the context of a commercial communication, which states or implies that a product or trader has a positive or no impact on the environment or is less damaging to the environment than other products or traders, respectively, or has improved their impact over time;

names or product names, in the context of a commercial communication, **and** which states or implies that a product, **product category, brand** or trader has a positive or no impact on the environment or is less damaging to the environment than other products, **brands** or traders, respectively, or has improved their impact over time;

## Amendment 29

### Proposal for a directive

#### Article 1 – paragraph 1 – point 1

Directive 2005/29/EC

Article 2 – paragraph 1 – point p

*Text proposed by the Commission*

*Amendment*

(p) ‘**explicit environmental claim**’ means an environmental claim that is in textual form or contained in a sustainability label;

*deleted*

## Amendment 30

### Proposal for a directive

#### Article 1 – paragraph 1 – point 1

Directive 2005/29/EC

Article 2 – paragraph 1 – point q

*Text proposed by the Commission*

*Amendment*

(q) ‘generic environmental claim’ means **any explicit** environmental claim, not contained in a sustainability label, where the specification of the claim is not provided in clear and prominent terms on the same medium;

(q) ‘generic environmental claim’ means **an** environmental claim, not contained in a sustainability label, where the specification of the claim is not provided in clear and prominent terms on the same medium;

## Amendment 31

### Proposal for a directive

#### Article 1 – paragraph 1 – point 1

Directive 2005/29/EC

Article 2 – paragraph 1 – point s



*Text proposed by the Commission*

(s) ‘certification scheme’ means a third-party verification scheme that is open under transparent, fair and non-discriminatory terms to **all** traders willing and able to comply with the scheme’s requirements, which certifies that a product complies with certain requirements, **and** for which the monitoring of compliance **is** objective, based on international, Union or national standards and procedures **and** carried **out** by a party **independent** from both the scheme owner and the trader;

*Amendment*

(s) ‘certification scheme’ means a third-party verification scheme:

**(i)** that is open under **publicly available**, transparent, fair and non-discriminatory terms **and at a reasonable cost** to traders **and entities** willing and able to comply with the scheme’s requirements;

**(ii)** that certifies that a product, **a process or a business** complies with certain **publicly available and independently developed** requirements;

**(iii)** for which the monitoring of compliance **and the award of the certification are** objective, based on international, Union or national standards and procedures **taking into account the nature of the products, processes, or businesses concerned**;

**(iv)** that ensures that the monitoring of compliance referred to in point **(iii)** is carried **out** by a **third** party, **whose competencies and independence**, from both the scheme owner and the trader, **have been verified by the Member States**; **and**

**(v)** that includes a complaints system that is available to consumers and other external stakeholders, focuses on non-compliance and ensures the withdrawal of the sustainability label in cases of non-compliance;

**Amendment 32**

**Proposal for a directive**

**Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point t

*Text proposed by the Commission*

(t) ‘sustainability information tool’ means software, including a website, part of a website or an application, operated by or on behalf of a trader, which provides information to consumers about environmental or social aspects of products, or which compares products on those aspects;

*Amendment*

(t) ‘sustainability information **and comparison** tool’ means software, including a website, part of a website or an application, operated by or on behalf of a trader, which provides information to consumers about environmental or social aspects of products, or which compares products on those aspects.

**Amendment 33**

**Proposal for a directive**

**Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point w

*Text proposed by the Commission*

(w) ‘software update’ means a free update, including a security update, that is necessary to keep goods with digital elements, digital content and digital services in conformity in accordance with Directives (EU) 2019/770 and (EU) 2019/771;

*Amendment*

(w) ‘software update’ means a free update, including **either a security update or a functionality or feature** update, that is necessary to keep goods with digital elements, digital content and digital services in conformity in accordance with Directives (EU) 2019/770 and (EU) 2019/771 **or which improves or reduces their durability**;

**Amendment 34**

**Proposal for a directive**

**Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point w a (new)

*Text proposed by the Commission*

*Amendment*

(wa) ‘security update’ means an

*operating system update, including security patches, if relevant for a given device, whose main purpose is to provide enhanced security for the device;*

## **Amendment 35**

### **Proposal for a directive**

#### **Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point w b (new)

*Text proposed by the Commission*

*Amendment*

*(wb) ‘functionality update’ means an operating system update whose main purpose is to implement new functionalities;*

## **Amendment 36**

### **Proposal for a directive**

#### **Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point x

*Text proposed by the Commission*

*Amendment*

(x) ‘consumable’ means any component of a good that is used up recurrently and needs to be replaced for the good to function as intended;

(x) ‘consumable’ means any component of a good that is used up recurrently and needs to be replaced *or replenished* for the good to function as intended;

## **Amendment 37**

### **Proposal for a directive**

#### **Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point y a (new)

*Text proposed by the Commission*

*Amendment*

*(ya) ‘carbon offsetting’ means the purchase of carbon credits or the*

*provision of financial support for environmental projects, that aim to neutralise, reduce, compensate or inset the purchaser's own environmental impact, or that of their goods or services.*

## Amendment 38

### Proposal for a directive

#### Article 1 – paragraph 1 – point 2 – point a

Directive 2005/29/EC

Article 6 – paragraph 1 – point b

#### *Text proposed by the Commission*

(b) the main characteristics of the product, such as its availability, benefits, risks, execution, composition, environmental or social impact, accessories, durability, reparability, after-sale customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product.;

#### *Amendment*

(b) the main characteristics of the product, such as its availability, benefits, risks, execution, composition, environmental or social impact, accessories, durability, reparability, **reusability, recyclability**, after-sale customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product.;

## Amendment 39

### Proposal for a directive

#### Article 1 – paragraph 1 – point 2 – point a a (new)

Directive 2005/29/EC

Article 6 – paragraph 2 – point c

#### *Present text*

(c) any marketing of a good, in one Member State, **as being** identical to **a** good marketed in other Member States, while that good **has significantly different** composition or characteristics, **unless**

#### *Amendment*

**(aa) in paragraph 2, point (c) is replaced by the following:**

‘(c) any marketing of a good, in one Member State, **with seemingly** identical **presentation to another** good, **which is** marketed, in other Member States, **under the same brand, trademark or**

*justified by legitimate and objective factors.*

*designation, while that good presents differences in composition or characteristics, including its sensory profile;'*

#### **Amendment 40**

##### **Proposal for a directive**

##### **Article 1 – paragraph 1 – point 2 – point b – introductory part**

*Text proposed by the Commission*

*Amendment*

(b) in paragraph 2, the following points  
(d) *and (e)* are added:

(b) in paragraph 2, the following points  
(d) *to (ea)* are added:

#### **Amendment 41**

##### **Proposal for a directive**

##### **Article 1 – paragraph 1 – point 2 – point b**

Directive 2005/29/EC

Article 6 – paragraph 2 – point d

*Text proposed by the Commission*

*Amendment*

(d) making an environmental claim related to future environmental performance without clear, objective and verifiable commitments *and* targets and without an independent monitoring system;

(d) making an environmental claim related to future environmental performance *solely based on carbon offsetting schemes or* without clear, objective, *quantified, science-based* and verifiable commitments, *without a detailed and realistic implementation plan with reference to budgetary and technological commitments, without feasible* targets, and without an independent monitoring system *that is based on relevant data;*

#### **Amendment 42**

##### **Proposal for a directive**

##### **Article 1 – paragraph 1 – point 2 – point b**

Directive 2005/29/EC

Article 6 – paragraph 2 – point e a (new)

*Text proposed by the Commission*

*Amendment*

**(ea) practices with the effect or likely effect of distorting or impairing the autonomy, decision-making or choice of the recipients of the service, on purpose or in effect, via the structure, design, or functionalities of an online interface or a part thereof.**

#### **Amendment 43**

##### **Proposal for a directive**

**Article 2 – paragraph 1 – point 1 – point a**

Directive 2011/83/EU

Article 2 – paragraph 1 – point 3a

*Text proposed by the Commission*

*Amendment*

**(a) the following point (3a) is inserted:** **deleted**

**‘(3a) ‘energy-using good’ means any good that depends on energy input (electricity, fossil fuels and renewable energy sources) to work as intended;’;**

#### **Amendment 44**

##### **Proposal for a directive**

**Article 2 – paragraph 1 – point 1 – point b**

Directive 2011/83/EU

Article 2 – paragraph 1 – point 14d

*Text proposed by the Commission*

*Amendment*

(14d) ‘reparability score’ means a score expressing the capacity of a good to be repaired, based on a method established **in accordance with** Union law;

(14d) ‘reparability score’ means a score expressing the capacity of a good to be repaired, based on a **harmonised** method established **at** Union level;

#### **Amendment 45**

##### **Proposal for a directive**

**Article 2 – paragraph 1 – point 2 – point a**

Directive 2011/83/EU  
Article 2 – paragraph 1 – point -a (new)

*Text proposed by the Commission*

*Amendment*

***(-a) point (e) is deleted;***

#### **Amendment 46**

##### **Proposal for a directive**

##### **Article 2 – paragraph 1 – point 2 – point a – introductory part**

*Text proposed by the Commission*

*Amendment*

(a) the following points (ea) to ***(ed)*** are inserted:

(a) the following points (ea) to ***(ec)*** are inserted:

#### **Amendment 47**

##### **Proposal for a directive**

##### **Article 2 – paragraph 1 – point 2 – point a**

Directive 2011/83/EU

Article 5 – paragraph 1 – point ea

*Text proposed by the Commission*

*Amendment*

(ea) for all goods, ***where the producer makes it available, information that the goods benefit from*** a commercial guarantee of durability ***and its duration in units of time, where that*** guarantee covers ***the entire good and has a duration of more than*** two years;

(ea) ***for all goods, a label as set out in Annex Z indicating the duration of the legal guarantee of conformity and, if relevant, its voluntary extension in the form of a commercial guarantee of durability;***

#### **Amendment 48**

##### **Proposal for a directive**

##### **Article 2 – paragraph 1 – point 2 – point a**

Directive 2011/83/EU

Article 5 – paragraph 1 – point eb

*Text proposed by the Commission*

*Amendment*

***(eb) for energy-using goods, where the producer does not make available the***

***deleted***

*information referred to in point (ea), information that the producer has not provided information on the existence of a commercial guarantee of durability of more than two years. This information shall be at least as prominent as any other information about the existence and the conditions of after-sales services and commercial guarantees provided in accordance with point (e);*

#### **Amendment 49**

##### **Proposal for a directive**

**Article 2 – paragraph 1 – point 2 – point a**

Directive 2011/83/EU

Article 5 – paragraph 1 – point ec

*Text proposed by the Commission*

(ec) for goods with digital elements, ***where the producer makes such information available***, the minimum period in units of time during which the ***producer*** provides software updates, ***unless the contract provides for a continuous supply of the digital content or digital service over a period of time. Where information about the existence of a commercial guarantee of durability is provided in accordance with point (ea), the information on the updates shall be provided if those updates are supplied for a longer period than the commercial guarantee of durability;***

*Amendment*

(ec) 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 shall be provided;***

#### **Amendment 50**

##### **Proposal for a directive**

**Article 2 – paragraph 1 – point 2 – point a**

Directive 2011/83/EU

Article 5 – paragraph 1 – point ed

*Text proposed by the Commission*

(ed) for digital content and digital

*Amendment*

(ed) for digital content and digital



services, where their provider is different from the trader ***and makes such information available***, the minimum period in units of time during which the provider provides software updates, ***unless the contract provides for a continuous supply of the digital content or digital service over a period of time***;

services, where their provider is different from the trader, the minimum period, ***after the date of placement on the market***, in units of time during which the provider provides software updates, ***which covers, as a minimum, the period during which updates shall be provided in accordance with the applicable Union law***;

## Amendment 51

### Proposal for a directive

#### Article 2 – paragraph 1 – point 2 – point b

Directive 2011/83/EU

#### Article 5 – paragraph 1 – point j

##### *Text proposed by the Commission*

(j) when point (i) is not applicable, information ***made available*** by the producer about the availability ***of*** spare parts, including the procedure of ordering them, and ***about*** the availability of a user and repair manual.;

##### *Amendment*

(j) when point (i) is not applicable, 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.***’;

## Amendment 52

### Proposal for a directive

#### Article 2 – paragraph 1 – point 2 – point a

Directive 2011/83/EU

#### Article 5 – paragraph 1 – subparagraph 1 a (new)

##### *Text proposed by the Commission*

##### *Amendment*

***Notwithstanding point (ea), 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 shall 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’.*

## **Amendment 53**

### **Proposal for a directive**

#### **Article 2 – paragraph 1 – point 2 – point b a (new)**

Directive 2011/83/EU

Article 5 – paragraph 1 a (new)

*Text proposed by the Commission*

*Amendment*

**(ba)** *the following paragraph 1 a is inserted:*

**‘1a.** *The Commission is empowered to adopt delegated acts in accordance with Article XXX in order to amend Annex Z by introducing, modifying, adding or removing any details in relation to the information or textual elements set out in this Article.’;*

## **Amendment 54**

### **Proposal for a directive**

#### **Article 2 – paragraph 1 – point 2 – point b b (new)**

Directive 2011/83/EU

Article 5 – paragraph 1 b (new)

*Text proposed by the Commission*

*Amendment*

**(bb)** *the following paragraph 1 b is inserted:*

**“1b.** *The producer shall make all relevant information, including information listed in points ea, eb, ec, i and j, available to the trader, in order to ensure that the trader is able to comply with the relevant information obligations set out in paragraph 1.”*

## Amendment 55

### Proposal for a directive

Article 2 – paragraph 1 – point 3 – point -a (new) Directive 2011/83/EU

Article 6 – paragraph 1 – point g

*Text proposed by the Commission*

*Amendment*

**(-a) point (g) is replaced by the following:**

**‘(g) the arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the services, and where applicable, the existence of delivery options that emit less CO<sub>2</sub>, and, where applicable, the trader’s complaint handling policy;’;**

## Amendment 56

### Proposal for a directive

Article 2 – paragraph 1 – point 3 – point -aa (new)

*Text proposed by the Commission*

*Amendment*

**(-aa) points (l) and (m) are deleted;**

## Amendment 57

### Proposal for a directive

Article 2 – paragraph 1 – point 3 – point a

Directive 2011/83/EU

Article 6 – paragraph 1 – point ma

*Text proposed by the Commission*

*Amendment*

(ma) for all **types of** goods, **where the producer makes it available, information that the goods benefit from** a commercial guarantee of durability **and its duration in units of time, where that guarantee covers the entire good and has a duration of more than two years;**

(ma) for all goods **a label as set out in Annex Z indicating the duration of the legal guarantee of conformity and, if relevant, its voluntary extension in the form of** a commercial guarantee of durability;

## Amendment 58

### Proposal for a directive

#### Article 2 – paragraph 1 – point 3 – point a

Directive 2011/83/EU

Article 6 – paragraph 1 – point mb

*Text proposed by the Commission*

*Amendment*

(mb) for **energy-using** goods, where the producer **does not make available** information **referred to in point (ma), information that the producer has not provided information on the existence of a commercial guarantee of durability of more than two years. This information shall be at least as prominent as any other information about the existence and the conditions of after-sales services and commercial guarantees** provided in accordance with point (m);

**deleted**

## Amendment 59

### Proposal for a directive

#### Article 2 – paragraph 1 – point 3 – point a

Directive 2011/83/EU

Article 6 – paragraph 1 – point mc

*Text proposed by the Commission*

*Amendment*

(mc) for goods with digital elements, **where the producer makes such information available**, the minimum period in units of time during which the producer provides software updates, **unless the contract provides for a continuous supply of the digital content or digital service over a period of time. Where information about the existence of a commercial guarantee of durability is provided in accordance with point (ma), the information on the updates shall be provided if those updates are supplied for a longer period than the commercial guarantee of durability;**

(mc) 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 shall be provided;**

## Amendment 60

### Proposal for a directive

#### Article 2 – paragraph 1 – point 3 – point a

Directive 2011/83/EU

Article 6 – paragraph 1 – point md

#### *Text proposed by the Commission*

(md) for digital content and digital services, where their provider is different from the trader **and makes such information available**, the minimum period in units of time during which the provider provides software updates, **unless the contract provides for a continuous supply of the digital content or digital service over a period of time**;

#### *Amendment*

(mc) for digital content and digital services, where their provider is different from the trader, the minimum period, **after the date of placement on the market**, in units of time during which the provider provides software updates, **which covers, as a minimum, the period during which updates shall be provided in accordance with the applicable Union law**;

## Amendment 61

### Proposal for a directive

#### Article 2 – paragraph 1 – point 3 – point b

Directive 2011/83/EU

Article 6 – paragraph 1 – point v

#### *Text proposed by the Commission*

(v) when point (u) is not applicable, information **made available** by the producer about the availability **of** spare parts, including the procedure of ordering them, and about the availability of a user and repair manual.;

#### *Amendment*

(v) when point (u) is not applicable, 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**.;

## Amendment 62

### Proposal for a directive

#### Article 2 – paragraph 1 – point 3 – point b

Directive 2011/83/EU

Article 6 – paragraph 1 – point v a (new)

*Text proposed by the Commission*

*Amendment*

**(va) the address of the available repair centres where the goods shall be returned to by the consumer for the purpose of repair.**

### **Amendment 63**

#### **Proposal for a directive**

**Article 2 – paragraph 1 – point 3 – point b b (new)** Directive 2011/83/EU

Article 6 – paragraph 1 a (new)

*Text proposed by the Commission*

*Amendment*

**(bb) the following paragraph 1a is inserted:**

**“1a. The producer shall make all relevant information, including information listed in points ea, eb, ec, i and j of paragraph 1, available to the trader, in order to ensure that the trader is able to comply with the relevant information obligations set out in paragraph 1.”**

### **Amendment 64**

#### **Proposal for a directive**

**Article 3 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

By [5 years from adoption], the Commission shall submit a report on the application of this Directive to the European Parliament and to the Council.

By [5 years from adoption], the Commission shall submit a report on the application of this Directive **and on the level of progress achieved** to the European Parliament and to the Council.

### **Amendment 65**

#### **Proposal for a directive**

**Article 3 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***That report shall contain an assessment regarding whether the Directive contributed to enhancing the protection of consumers against unfair commercial practices and misleading advertising of products advertised as sustainable as well as a summary of positive and negative effects on businesses, and in particular on small and medium-sized enterprises.***

## **Amendment 66**

### **Proposal for a directive Annex Z**

*Text proposed by the Commission*

*Amendment*

#### ***Annex Z***

##### ***Content and format of the label***

***1. The label shall have the following format:***

***XX Years + YY Years***

***2. The letters 'XX' shall be replaced by the figure corresponding to the duration of the legal guarantee of conformity. The letters YY shall be replaced by the figure corresponding to the voluntary extension of the legal guarantee of conformity in the form of an equivalent commercial guarantee of durability.***

***3. The label shall be displayed prominently and in a way that is clearly legible to the consumer.***

## **Amendment 67**

### **Proposal for a directive Annex I – paragraph 1 – point 2 – introductory part**

*Text proposed by the Commission*

(2) the following points 4a **and 4b** are inserted:

**Amendment 68**

**Proposal for a directive**

**Annex I – paragraph 1 – point 2**

Directive 2005/29/EU

Annex I – point 4a

*Text proposed by the Commission*

4a. Making a generic environmental claim for which the trader ***is not able to demonstrate*** recognised excellent environmental performance relevant to the claim.

**Amendment 69**

**Proposal for a directive**

**Annex I – paragraph 1 – point 2**

Directive 2005/29/EU

Annex I – point 4b

*Text proposed by the Commission*

4b. Making an environmental claim about the entire product when it actually concerns only a certain aspect of the product.;

**Amendment 70**

**Proposal for a directive**

**Annex I – paragraph 1 – point 2**

Directive 2005/29/EU

Annex I – point 4ba (new)

*Amendment*

(2) the following points 4a **to 4bb** are inserted:

*Amendment*

4a. Making a generic environmental claim for which the trader ***does not provide evidence of the*** recognised excellent environmental performance relevant to the claim.

*Amendment*

4b. Making an environmental claim about the entire product ***or the trader's business*** when it actually concerns only a certain aspect of the product ***or of the trader's business***.



*Text proposed by the Commission*

*Amendment*

**4ba. Claiming, based on carbon offsetting, that a product has a neutral, reduced, compensated or positive greenhouse gas emissions' impact on the environment.**

## **Amendment 71**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 2**  
Directive 2005/29/EU  
Annex I – point 4bb (new)

*Text proposed by the Commission*

*Amendment*

**4bb. Making an environmental claim which cannot be substantiated in accordance with legal requirements.**

## **Amendment 72**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 2 a (new)**  
Directive 2005/29/EU  
Annex I – point 7a (new)

*Text proposed by the Commission*

*Amendment*

**(2 a) the following point 7a inserted:**  
**'7a. (i) Giving more prominence to certain choices when asking the recipient of an online service for a decision.**  
**(ii) Making the procedure of terminating a service significantly more burdensome than signing up to it.'**

## **Amendment 73**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 3 a (new)**

Directive 2005/29/EC  
Annex I – point 13 a (new)

*Text proposed by the Commission*

*Amendment*

**(3a) the following point 13a is inserted:**

***‘13a. 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.’***

#### **Amendment 74**

##### **Proposal for a directive**

**Annex I – paragraph 1 – point 4 – introductory part** Directive 2005/29/EU  
Annex I – point 4

*Text proposed by the Commission*

*Amendment*

(4) the following points 23d to **23i** are inserted:

(4) the following points 23d to **23ib** are inserted:

#### **Amendment 75**

##### **Proposal for a directive**

**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EU  
Annex I – point 23d a (new)

*Text proposed by the Commission*

*Amendment*

***23da. Omitting to inform the consumer in a clear and understandable manner that the functionality update is not necessary to keep the product in conformity.***

#### **Amendment 76**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EU  
Annex I – point 23e

*Text proposed by the Commission*

23e. ***Omitting to inform the consumer about the existence of a feature of a good introduced*** to limit *its* durability.

*Amendment*

23e. ***Introducing*** a feature to limit ***the*** durability ***of a good***.

#### **Amendment 77**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EU  
Annex I – point 23e a (new)

*Text proposed by the Commission*

***23ea. 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.***

*Amendment*

#### **Amendment 78**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EU  
Annex I – point 23g

*Text proposed by the Commission*

23g. ***Presenting goods as allowing repair when they do not or omitting to inform the consumer that goods do*** not allow repair in accordance with legal requirements.

23g. ***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.***

*Amendment*

#### **Amendment 79**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**

Directive 2005/29/EU  
Annex I – point 23g a (new)

*Text proposed by the Commission*

*Amendment*

**23ga. Omitting to inform the consumer about the unavailability of spare parts and other repair restrictions.**

## **Amendment 80**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EU  
Annex I – point 23g b (new)

*Text proposed by the Commission*

*Amendment*

**23gb. 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.**

## **Amendment 81**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EU  
Annex I – point 23h

*Text proposed by the Commission*

*Amendment*

**23h. Inducing the consumer into replacing the consumables *of a good* earlier than for technical reasons *is necessary*.**

**23h. Marketing a good that requires replacing the consumables earlier than *necessary* for technical reasons.**

## **Amendment 82**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EU  
Annex I – point 23i

*Text proposed by the Commission*

23i. **Omitting to inform that a good** is designed to limit its functionality when using consumables, spare parts or accessories that are not provided by the original producer..

*Amendment*

23i. **Marketing a product that** is designed to limit its functionality when using consumables, spare parts or accessories that are not provided by the original producer.

### **Amendment 83**

#### **Proposal for a directive**

#### **Annex I – paragraph 1 – point 4**

Directive 2005/29/EU

Annex I – point 23i a (new)

*Text proposed by the Commission*

*Amendment*

**23ia. 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.**

### **Amendment 84**

#### **Proposal for a directive**

#### **Annex I – paragraph 1 – point 4**

Directive 2005/29/EU

Annex I – point 23i b (new)

*Text proposed by the Commission*

*Amendment*

**23ib. Marketing a good which is not compliant with the requirements under Union product legislation.'**

## EXPLANATORY STATEMENT

Studies have demonstrated that European consumers take the environmental impact into account when purchasing a product. They are ready to pay more for more sustainable products. Market operators reflect such trends. Consumers are though often misled by different claims related to environmental performance of goods and services. The Rapporteur therefore welcomes the European Commission proposal to regulate the market to ensure true and easily accessible sustainability information.

The Rapporteur proposes though measures to further strengthen the proposal. The Rapporteur suggest to better regulate sustainability labels and sustainability information tools, as well as environmental claims. The Rapporteur introduces an obligation for pre-approval of sustainability labels and sustainability information tools by a competent national authority in line with a framework to be set by the Commission through implementing and delegated acts.

On the environmental claims, the Rapporteur proposes to ban future environmental claims based solely on carbon offsetting schemes, since such schemes are unregulated and cannot be verified by consumers. Other future environmental claims must be adequately substantiated by a feasible implementation plan and verifiable targets, and backed by sufficient budget and resources. Those plans must be publicly available, regularly updated and monitored by an independent body. The Rapporteur considers that claims related to future environmental performance should not be used on the product level as they can mislead the consumer on the current environmental performance of the products in question. Additionally, the Rapporteur sets a ban on claims that state that a good has a neutral or positive greenhouse gas emissions' impact on the environment as that is impossible to achieve from the scientific point of view.

Furthermore, more than 80 percent<sup>2</sup> of EU consumers are interested in the durability of products. They experience though difficulties in finding relevant information. The Rapporteur therefore proposes to introduce a guaranteed lifespan label that reflects both, the minimum period the consumer is covered by a free legal guarantee of two years as well as an indication of the lifespan of the products. The producers and traders can prolong this guarantee beyond two years, but they can indicate it on a label only if it is without additional cost for the consumer and if it applies to the whole product.

To achieve a truly sustainable economy, it is crucial to encourage the repair of products. Consumers should therefore be informed before the purchase of a product on the availability and affordability of spare parts necessary to repair it, including the length of the period during which spare parts and accessories are available, the procedure of ordering them, about the availability of a user and repair manual and repair tools and services. The Rapporteur suggest to ban the marketing of goods which do not allow repair in accordance with legal requirements.

The Rapporteur believes that a complete ban on all forms of premature obsolescence should be imposed, ranging from software features that limit the durability of products and stimulate the purchase of a new product to hardware features introduced with a similar purpose.

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<sup>2</sup> European Commission, 2018. Behavioural Study on Consumers' Engagement in the Circular Economy. Available at [https://ec.europa.eu/info/sites/info/files/ec\\_circular\\_economy\\_final\\_report\\_0.pdf](https://ec.europa.eu/info/sites/info/files/ec_circular_economy_final_report_0.pdf)

In order to make it easier for consumers to take informed decisions about software updates and contribute to the durability of their products, the Rapporteur proposes to unbundle security updates that are necessary for the functioning of the device from other types of updates. All updates that negatively impact the device should be banned. Furthermore, consumers should be informed in a clear and understandable manner if an update is necessary to keep the product in conformity.

**ANNEX: List of entities or persons  
from whom the rapporteur has received input**

The following list is drawn up on a purely voluntary basis under the exclusive responsibility of the rapporteur. The rapporteur has received input from the following entities or persons in the preparation of the [draft report / report, until the adoption thereof in committee]:

| <b>Entity and/or person</b>   |
|---|
| The European Consumer Organization - BEUC   |
| Back Market   |
| Inditex   |
| e-bay   |
| Swappie   |
| ClientEarth   |
| VF Europe   |
| European Advertising Standards Alliance   |
| European Association of Communications Agencies - EACA  |
| Vinted  |
| Zalando   |
| Booking.com   |
| Carbon Market Watch , ClientEarth AISBL , Environmental Coalition on Standards , European Environmental Bureau , Right to repair campaign |
| Avery Dennison  |
| HDE , BVLH , Markant , Metro AG , REWE Group , Schwarz Gruppe   |
| Etsy  |
| Foodwatch   |
| Forest Stewardship Council  |
| AIM - European Brands Association   |
| APPLiA (Home Appliance Europe)  |
| European Federation of Jewellery  |
| Privacy International   |



25.1.2023

## **OPINION OF THE COMMITTEE ON THE ENVIRONMENT, PUBLIC HEALTH AND FOOD SAFETY**

for the Committee on the Internal Market and Consumer Protection

on the proposal for a directive of the European Parliament and of the Council 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 (COM(2022)143 – C9-0128/2022 – 2022/0092(COD))

Rapporteur for opinion: Edina Tóth

### **SHORT JUSTIFICATION**

#### **Background of the Commission proposal**

In 2019, the European Commission presented the European Green Deal, which sets out a comprehensive strategy to transform the EU into a fair and prosperous society, with a climate-neutral, resource-efficient, clean and circular economy. To properly deliver the Commission's legislative package, a number of EU policies should be updated accordingly. To that end, there is a need to envisage changes both in consumers and business behavior by amending two directives: the Unfair Commercial Practices Directive 2005/29/EC ('UCPD') and the Consumer Rights Directive 2011/83/EU ('CRD').

According to a consumer survey carried out by the European Commission, the lack of reliable information about products' environmental sustainability, reparability and lifespan features among the main obstacles preventing consumers from adopting more sustainable consumption behaviors. Therefore, empowering consumers and providing them with better information on the durability and reparability of certain products are key aspects of environmental sustainability.

For these reasons, the present proposal of the European Commission corresponds to a strong and longstanding demand in implementing the European Green Deal, and a firm belief that consumers should be better protected against unfair commercial practices.

The current proposal amending the UCPD aims at preventing certain unfair commercial practices, such as greenwashing, early obsolescence practices and the use of unreliable and non-transparent sustainability labels and information tools. At the same time, the updated CRD will ensure that consumers can contribute to the green transition by having better information on products' environmental characteristics, the lifespan of goods and products' reparability.

#### **Rapporteur's position and amendments proposed**

The Rapporteur believes that the initiative on Empowering Consumers for the Green Transition is a first step to tackle vague, irrelevant, misleading or factually wrong claims. It clearly bans unsubstantiated generic claims, introduces new information requirements on product durability and reparability, and strengthens how environmental labels and information tools are regulated. However, in many instances, the proposed amendments fail to match the original ambition of the initiative.

The Rapporteur stresses that carbon neutral claims are highly misleading to consumers because they imply environmentally positive meaning, without any impact of products (or services) on the environment. These claims are often being justified by the company's involvement in carbon offsetting or compensation projects, which are currently unregulated. At the same time, consumers are not sufficiently informed thereabout and have no means to verify whether these claims are indeed robust enough and reliable. The Rapporteur, therefore, suggests banning carbon neutral claims and labels.

The Rapporteur welcomes the Commission's proposal on banning claims related to future environmental performances, however, she believes it is necessary to provide more clarity thereupon. For this reason, the requirements on claims related to future environmental performances should be further strengthened for the sake of effectively preventing that consumers are being misled.

The Rapporteur also points out that a large number of labels can be expected to flourish and their certification can be expected to be controlled. This will require the national legislator of each Member State to define the scope of the label in addition to updating the list of misleading commercial practices. After the legislative phase, there will be a certification phase for candidate labels. It is only after this certification phase that traders will be able to identify compliant labels and thus market the products. Hence, the Rapporteur believes that the transitional period of 24 months is rather short and should be prolonged to 36 months.

The Rapporteur highlights that the Commission's proposal introduces the reparability score and refers to an unspecified EU law for the method establishing the scoring system. She considers that the creation of scoring systems is urgent and therefore proposes to include provisions to that end in this proposal.

Finally, the Rapporteur insists that the initiative will need to be strictly enforced to bring tangible results.

## **AMENDMENTS**

The Committee on the Environment, Public Health and Food Safety calls on the Committee on the Internal Market and Consumer Protection, as the committee responsible, to take into account the following amendments:

Amendment            1

**Proposal for a directive**  
**Recital 1**

*Text proposed by the Commission*

(1) In order to tackle unfair commercial practices which prevent consumers from making sustainable consumption choices, such as practices associated with the early obsolescence of goods, misleading environmental claims (“greenwashing”), non-transparent and non-credible sustainability labels or sustainability information tools, specific rules should be introduced in Union consumer law. This would enable national competent bodies to address those practices effectively. By ensuring that environmental claims are ***fair***, consumers will be able to choose products that are genuinely better for the environment than competing products. This will encourage competition towards more environmentally sustainable products, thus reducing negative impact on the environment.

*Amendment*

(1) In order to tackle unfair commercial practices which prevent ***and impede*** consumers from making sustainable consumption choices, such as practices associated with the early obsolescence of goods, ***hindering or preventing their servicing***, misleading environmental claims (“greenwashing”), non-transparent and non-credible sustainability labels or sustainability information tools, specific rules should be introduced in Union consumer law. This would enable national competent bodies to address those practices effectively. By ensuring that environmental claims are ***truthful, clear and understandable***, consumers will be able to choose products that are genuinely better for the environment than competing products. ***On the other hand, a transparent and coherent EU-wide consumer information system on the expected durability of purchased goods and their reparability, especially for electronic equipment, will not only help to protect the environment through reduced use of appliances but will also bring real savings for households. In addition,*** this will encourage competition towards more environmentally sustainable products, thus reducing negative impact on the environment.

**Amendment 2**

**Proposal for a directive**  
**Recital 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***(2a) This Directive should encourage the development of industry-led initiatives that meaningfully contribute to achieving the Union’s sustainability objectives. Such***

*initiatives can play a role in encouraging behavioural change towards more sustainable choices.*

### Amendment 3

#### Proposal for a directive

##### Recital 3

*Text proposed by the Commission*

(3) In order to deter traders from deceiving consumers as regards the environmental or social impact, durability *or* reparability of their products, including through the overall presentation of the products, Article 6(1) of Directive 2005/29/EC should be amended by adding the environmental or social impact, durability *and* reparability of the product to the list of the main characteristics of the product in respect of which the trader's practices can be considered misleading, following a case-by-case assessment. Information provided by traders on the social sustainability of products, such as working conditions, charity contributions or animal welfare, should not mislead consumers either.

*Amendment*

(3) In order to deter traders from deceiving consumers as regards the environmental or social impact, durability, reparability, *upgradability, reusability, recyclability, single-use nature and the right to return to the producer* of their products, including through the overall presentation of the products, Article 6(1) of Directive 2005/29/EC should be amended by adding the environmental or social impact *through the whole value chain*, durability, reparability, *upgradability, reusability, recyclability, single-use nature, and the right to return to the producer* of the product to the list of the main characteristics of the product in respect of which the trader's practices can be considered misleading, following a case-by-case assessment. Information provided by traders on the social sustainability of products, such as working conditions, charity contributions or animal welfare, should not mislead consumers either.

### Amendment 4

#### Proposal for a directive

##### Recital 3 a (new)

*Text proposed by the Commission*

*Amendment*

*(3a) Where manufacturers face challenges in providing accurate information on durability due to the*

***sourcing of different parts from different sellers or supply chains, sufficient time for implementation is to be foreseen to allow accurate information to be gathered.***

*Justification*

*Manufacturers should be in the position to provide the information required on the durability of the product.*

**Amendment 5**

**Proposal for a directive  
Recital 3 b (new)**

*Text proposed by the Commission*

*Amendment*

***(3b) In order to provide the correct amount of information to the consumers, the different degrees of information already provided to the consumers in each Member State should be taken into account.***

*Justification*

*In some Member States several ways to communicate properly exist already. Some use advisory services of the organisations that take care of testing the products to explain and communicate. Ensuring that the different levels of information in Member States are considered will enhance the effectiveness of this proposal.*

**Amendment 6**

**Proposal for a directive  
Recital 4**

*Text proposed by the Commission*

*Amendment*

(4) Environmental claims, in particular climate-related claims, increasingly relate to future performance in the form of a transition to carbon or climate neutrality, or a similar objective, by a certain date. Through such claims, traders create the

(4) Environmental claims, in particular climate-related claims, increasingly relate to future performance in the form of a transition to carbon or climate neutrality, or a similar objective, by a certain date. Through such claims, traders create the

impression that consumers contribute to a low-carbon economy by purchasing their products. To ensure the fairness and credibility of such claims, Article 6(2) of Directive 2005/29/EC should be amended to prohibit such claims, following a case-by-case assessment, when they are not supported by clear, objective and verifiable commitments and targets given by the trader. **Such** claims should also be supported by an independent monitoring system to monitor the progress of the **trader with regard to the** commitments and targets.

impression that consumers contribute to a low-carbon economy by purchasing their products. To ensure the fairness and credibility of such claims, Article 6(2) of Directive 2005/29/EC should be amended to prohibit such claims, following a case-by-case assessment, when they are not supported by clear, objective and verifiable commitments and targets given by the trader, **including a detailed implementation plan to achieve the objectives set. That plan should include concrete and verifiable interim targets consistent with achieving the trader's long-term commitment, underpinned by a sufficient budget and based only on widely available technologies. That plan, as well as the progress made throughout its implementation, should be made publicly available online and regularly reported upon by the trader.** Claims should also be supported by an independent monitoring system to monitor the progress of the **implementation plan, the trader's** commitments and targets. **Claims related to future environmental performance should not be used on product level, as they could mislead as to the current environmental performance of the concrete product in question. Specific provisions on claims of future environmental performance based on offsetting should be set out in and aligned to a future Union legislative act on green claims'**

## Amendment 7

### Proposal for a directive Recital 5

*Text proposed by the Commission*

(5) Another potentially misleading commercial practice which should be added to the specific practices targeted by Article 6(2) of Directive 2005/29/EC is advertising benefits for consumers that are

*Amendment*

(5) Another potentially misleading commercial practice which should be added to the specific practices targeted by Article 6(2) of Directive 2005/29/EC is advertising benefits for consumers that are

actually a common practice in the relevant market. For example, if the absence of a chemical substance is a common practice in a specific product market, its promotion as a distinctive feature of the product could constitute an unfair commercial practice.

actually a common practice in the relevant market. For example, if the absence of a chemical substance is a common practice in a specific product market, its promotion as a distinctive feature of the product could constitute an unfair commercial practice. ***It is therefore in essence advertising the uniqueness of something that is, in fact, common practice.***

## Amendment 8

### Proposal for a directive Recital 7

#### *Text proposed by the Commission*

(7) The displaying of sustainability labels which are not based on ***a*** certification scheme or not established by public authorities should be prohibited by including such practices in the list in Annex I to Directive 2005/29/EC. The certification scheme should fulfil ***minimum*** transparency and credibility conditions. The displaying of sustainability labels remains possible without a certification scheme where such labels are established by a public authority, or in case of additional forms of expression and presentation of food in accordance with Article 35 of Regulation (EU) No 1169/2011. This rule complements point 4 of Annex I to Directive 2005/29/EC which prohibits claiming that a trader, the commercial practices of a trader, or a product has been approved, endorsed or authorised by a public or private body when it has not, or making such a claim without complying with the terms of the approval, endorsement or authorisation.

#### *Amendment*

(7) The displaying of sustainability labels ***or sustainability information tools which were not pre-approved by a Union body or a national authority and*** which are not based on ***an accredited*** certification scheme or not established by public authorities should be prohibited by including such practices in the list in Annex I to Directive 2005/29/EC. ***Sustainability labels or sustainability information tools that have been pre-approved should be recognised by all Member States according to the principle of mutual recognition and should fulfil certain minimum requirements. The Commission should be empowered to adopt delegated acts to set out the minimum requirements for such labels and tools.*** The certification scheme should fulfil transparency and credibility conditions ***consistent with the United Nations Environment Programme guidelines on product sustainability information and should be accredited in accordance with Regulation (EC) No 765/2008 of the European Parliament and of the Council<sup>1a</sup>.*** The displaying of sustainability labels remains possible without a certification scheme where such labels are established by a public authority, or in case of additional forms of expression



and presentation of food in accordance with Article 35 of Regulation (EU) No 1169/2011. This rule complements point 4 of Annex I to Directive 2005/29/EC which prohibits claiming that a trader, the commercial practices of a trader, or a product has been approved, endorsed or authorised by a public or private body when it has not, or making such a claim without complying with the terms of the approval, endorsement or authorisation.

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***1<sup>a</sup> Regulation (EC) No 765/2008 of the European Parliament and of the Council of 9 July 2008 setting out the requirements for accreditation and market surveillance relating to the marketing of products and repealing Regulation (EEC) No 339/93 (OJ L 218, 13.8.2008, p. 30).***

## **Amendment 9**

### **Proposal for a directive Recital 8**

#### *Text proposed by the Commission*

(8) In cases where the displaying of a sustainability label involves a commercial communication that suggests ***or creates the impression*** that a product has a positive or no impact on the environment, or is less damaging to the environment than competing products, that sustainability label also should be considered as constituting an environmental claim.

#### *Amendment*

(8) In cases where the displaying of a sustainability label involves a commercial communication that ***states or*** suggests that a product has a positive, ***minor*** or no impact on the environment, or is less damaging to the environment than competing products, that sustainability label also should be considered as constituting an environmental claim.

## **Amendment 10**

### **Proposal for a directive Recital 8 a (new)**



*Text proposed by the Commission*

*Amendment*

**(8a)** *Sustainability labels should be accessible to all businesses regardless of their size and financial capability. Certification schemes and sustainability labels that foster the incremental or substantial uptake of sustainable practices by microbusinesses, small and medium enterprises should be encouraged.*

## **Amendment 11**

### **Proposal for a directive Recital 8 b (new)**

*Text proposed by the Commission*

*Amendment*

**(8b)** *To support innovation and investment in sustainable practices and products, industry-led and private-label initiatives which meet high sustainability standards based on third-party certifications will continue to play a key role in the green transition.*

#### *Justification*

*Restricting only to labels that are open to all traders would reduce the scope of relevant sustainability information that can be shared with consumers.*

## **Amendment 12**

### **Proposal for a directive Recital 9**

*Text proposed by the Commission*

*Amendment*

(9) Annex I to Directive 2005/29/EC should also be amended to prohibit making generic environmental claims without recognised excellent environmental performance which is relevant to the claim. Examples of such generic environmental claims are ‘environmentally friendly’,

(9) Annex I to Directive 2005/29/EC should also be amended to prohibit making generic environmental claims without recognised excellent environmental performance which is relevant to the claim. Examples of such generic environmental claims are ‘**sustainable**’, ‘environmentally

‘eco-friendly’, ‘eco’, ‘green’, ‘nature’s friend’, ‘ecological’, ‘environmentally correct’, ‘climate friendly’, ‘gentle on the environment’, ‘carbon friendly’, ‘carbon neutral’, ‘carbon positive’, ‘climate neutral’, ‘energy efficient’, ‘biodegradable’, ‘biobased’ or similar statements, as well as broader statements such as ‘conscious’ or ‘responsible’ that suggest or create the impression of excellent environmental performance. Such generic environmental claims should be prohibited whenever there is no excellent environmental performance demonstrated or whenever the specification of the claim is not provided in clear and prominent terms on the same medium, such as the same advertising spot, product’s packaging or online selling interface. *For example, the claim ‘biodegradable’, referring to a product, would be a generic claim, whilst claiming that ‘the packaging is biodegradable through home composting in one month’ would be a specific claim, which does not fall under this prohibition.*

friendly’, ‘eco-friendly’, ‘eco’, ‘green’, ‘nature’s friend’, ‘ecological’, ‘environmentally correct’, ‘climate friendly’, ‘gentle on the environment’, ‘carbon friendly’, ‘carbon neutral’, ‘carbon positive’, ‘**carbon compensated**’, ‘climate **neutral**’, ‘**plastic** neutral’, ‘energy efficient’, ‘biodegradable’, ‘biobased’, **deforestation-free** or similar statements, as well as broader statements such as ‘conscious’ or ‘responsible’ that suggest or create the impression of excellent environmental performance. Such generic environmental claims should be prohibited whenever there is no excellent environmental performance demonstrated or whenever the specification of the claim, is not provided in clear and prominent terms **in the immediate proximity of the claim** on the same medium, such as the same advertising spot, product’s packaging or online selling interface. **Specific provisions on claims related to offsetting should be set out in and aligned to a future Union legislative act on green claims.**

## Amendment 13

### Proposal for a directive Recital 9 a (new)

*Text proposed by the Commission*

*Amendment*

**(9a) Annex I to Directive 2005/29/EC should also be amended to prohibit making specific environmental claims whenever the specification of the claim is not based on standards or transparent methods using science-based assessment tools such as the updated Product Environmental Footprint set out in Commission Recommendation (EU) 2021/2279<sup>1a</sup> or, where relevant, equivalent methods allowed under Regulation (EU) .../... [ecodesign for sustainable products Regulation] or established under Union, national law, or international law that**

*meets Union's standards.*

## Amendment 14

### Proposal for a directive

#### Recital 14

*Text proposed by the Commission*

(14) In order to improve the welfare of consumers, the amendments to Annex I to Directive 2005/29/EC should also address several practices associated with early obsolescence, including planned obsolescence practices, understood as a commercial policy involving deliberately planning or designing a product with a limited useful life so that it prematurely becomes obsolete or non-functional after a certain period of time. Purchasing products that are expected to last longer than they actually do causes consumer detriment. Furthermore, early obsolescence practices have an overall negative impact on the environment in the form of increased material waste. Therefore, ***addressing those practices are*** also likely to reduce the amount of waste, contributing to a more sustainable consumption.

*Amendment*

(14) In order to improve the welfare of consumers ***and contribute to the achievement of the European Green Deal's objectives***, the amendments to Annex I to Directive 2005/29/EC should also address several practices associated with early obsolescence, including planned obsolescence practices, understood as a commercial policy involving deliberately planning or designing a product with a limited useful life so that it prematurely becomes obsolete or non-functional after a certain period of time. Purchasing products that are expected to last longer than they actually do causes consumer detriment. Furthermore, early obsolescence practices have an overall negative impact on the environment in the form of increased material waste. Therefore, ***tackling such abuse is*** also likely to reduce the amount of waste ***and the unnecessary consumption of resources***, contributing ***thereby*** to a more sustainable consumption. ***The practices of planned obsolescence and planned failure of products should be prohibited.***

## Amendment 15

### Proposal for a directive

#### Recital 14 a (new)

*Text proposed by the Commission*

*Amendment*

***(14a) In order to improve the welfare of the consumer , the amendments to Annex I to Directive 2005/29/EC should also address the way in which software***

*updates are presented to consumers. The bundling of security updates with other types of updates, such as feature or functionality updates, should be prohibited in order to ensure that consumers are protected from unwanted content when making their purchasing decision. To further strengthen consumer information, consumers should in all cases be informed in a clear and understandable manner whether the update is necessary to keep the product in conformity.*

## Amendment 16

### Proposal for a directive Recital 16

*Text proposed by the Commission*

(16) It should also be prohibited to **omit to inform the consumer about the existence of a feature of the good introduced to** limit its **durability**. For example, such a feature could be software which stops or downgrades the functionality of the good after a particular period of time, or it could be a piece of hardware which is designed to fail after a particular period of time. **The prohibition of omitting to inform consumers of such features of the goods** complements and does not affect the remedies available to consumers when they constitute a lack of conformity under Directive (EU) 2019/771 of the European Parliament and of the Council<sup>26</sup>. For such a commercial practice to be considered unfair, it should not be necessary to demonstrate that the purpose of the **feature** is to stimulate the replacement of the respective good. The use of features limiting the durability of the goods should be distinguished from manufacturing practices using materials or processes of general low quality resulting in limited durability of the goods. Lack of conformity of a good resulting from the use

*Amendment*

(16) It should also be prohibited to **plan equipment failure or intentionally equip a good with functions that specifically** limit its **useful life**. For example, such a feature could be software which stops or downgrades the functionality of the good after a particular period of time, or it could be a piece of hardware which is designed to fail after a particular period of time. Such **prohibition** complements and does not affect the remedies available to consumers when they constitute a lack of conformity under Directive (EU) 2019/771 of the European Parliament and of the Council<sup>26</sup>. For such a commercial practice to be considered unfair, it should not be necessary to demonstrate that the purpose of the **function** is to stimulate the replacement of the respective good. The use of features limiting the durability of the goods should be distinguished from manufacturing practices using materials or processes of general low quality resulting in limited durability of the goods. Lack of conformity of a good resulting from the use of low quality materials or processes should continue to be governed by the rules

of low quality materials or processes should continue to be governed by the rules on the conformity of goods set out in Directive (EU) 2019/771.

on the conformity of goods set out in Directive (EU) 2019/771.

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<sup>26</sup> Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).

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<sup>26</sup> Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).

## Amendment 17

### Proposal for a directive Recital 18

#### *Text proposed by the Commission*

(18) Similarly, Annex I to Directive 2005/29/EC should also be amended to prohibit ***presenting products as allowing repair when such repair is not possible, as well as omitting to inform consumers that it is not possible to repair goods*** in accordance with legal requirements.

#### *Amendment*

(18) Similarly, Annex I to Directive 2005/29/EC should also be amended to prohibit ***marketing a good as reparable where it does not allow repair*** in accordance with legal requirements. ***In addition, Annex I to Directive 2005/29/EC should also be amended to ensure that the consumer is always informed of repair restrictions such as the unavailability of repair services, the unavailability of spare parts or the refusal to repair in the event that the product has been repaired by an individual other than an authorised or licensed repair professional within the distribution network.***

## Amendment 18

### Proposal for a directive Recital 20

#### *Text proposed by the Commission*

(20) Another practice associated with early obsolescence which should be prohibited and added to the list in Annex I

#### *Amendment*

(20) Another practice associated with early obsolescence which should be prohibited and added to the list in Annex I

to Directive 2005/29/EC is ***inducing the consumer into*** replacing the consumables ***of a product*** earlier than would otherwise be necessary for technical reasons. Such practices mislead the consumer into believing that the goods will no longer function unless their consumables are replaced, thus leading them to purchase more consumables than necessary. For example, ***the practice of urging the consumer, via the settings of the printer,*** to replace the printer ink cartridges before they are actually empty in order to stimulate the purchase of additional ink cartridges would be prohibited.

to Directive 2005/29/EC is ***marketing goods that require*** replacing the consumables earlier than would otherwise be necessary for technical reasons. Such practices mislead the consumer into believing that the goods will no longer function unless their consumables are replaced, thus leading them to purchase more consumables than necessary. For example, ***marketing a printer that requires consumers*** to replace the printer ink cartridges before they are actually empty in order to stimulate the purchase of additional ink cartridges would be prohibited.

## Amendment 19

### Proposal for a directive Recital 21

#### *Text proposed by the Commission*

(21) Annex I to Directive 2005/29/EC should also be amended to prohibit ***omitting to inform the consumer that the good*** is designed to limit its functionality when using consumables, spare parts or accessories that are not provided by the original producer. For example, the marketing of printers that are designed to limit their functionality when using ink cartridges not provided by the original producer of the printer without disclosing this information to the consumer would be prohibited. This practice could mislead consumers into purchasing an alternative ink cartridge which cannot be used for that printer, thus leading to unnecessary repair costs, waste streams or additional costs due to the obligation to use the original producer's consumables which the consumer could not foresee at the time of purchase. Similarly, marketing smart devices designed to limit their functionality when using chargers or spare parts that are not provided by the original producer ***without disclosing this information to the***

#### *Amendment*

(21) Annex I to Directive 2005/29/EC should also be amended to prohibit ***the marketing of a good that*** is designed to limit its functionality when using consumables, spare parts or accessories that are not provided by the original producer. For example, the marketing of printers that are designed to limit their functionality when using ink cartridges not provided by the original producer of the printer without disclosing this information to the consumer would be prohibited. This practice could mislead consumers into purchasing an alternative ink cartridge which cannot be used for that printer, thus leading to unnecessary repair costs, waste streams or additional costs due to the obligation to use the original producer's consumables which the consumer could not foresee at the time of purchase. Similarly, marketing smart devices designed to limit their functionality when using chargers or spare parts that are not provided by the original producer would be prohibited as



*consumer* would be prohibited as well.

well.

## Amendment 20

### Proposal for a directive

#### Recital 22

##### *Text proposed by the Commission*

(22) In order for consumers to take better informed decisions and stimulate the demand for, and the supply of, more durable goods, specific information about a product's durability and reparability should be provided for all types of goods before concluding the contract. Moreover, as regards goods with digital elements, digital content and digital services, consumers should be informed about the period of time during which free software updates are available. Therefore, Directive 2011/83/EU of the European Parliament and of the Council<sup>27</sup> should be amended to provide consumers with pre-contractual information about durability, reparability and the availability of updates. Information should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882<sup>28</sup>. The obligation to provide this information to consumers complements and does not affect the rights of consumers provided in Directives (EU) 2019/770<sup>29</sup> and (EU) 2019/771<sup>30</sup> of the European Parliament and of the Council.

##### *Amendment*

(22) In order for consumers to take better informed decisions and stimulate the demand for, and the supply of, more durable goods, specific information about a product's durability and reparability should be provided for all types of goods before concluding the contract. Moreover, as regards goods with digital elements, digital content and digital services, consumers should be informed about the period of time during which free software updates are available. ***It should include separate information about availability of security updates and about functionality updates that should be provided independently.*** Therefore, Directive 2011/83/EU of the European Parliament and of the Council<sup>27</sup> should be amended to provide consumers with pre-contractual information about durability, reparability and the availability of updates. Information should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882<sup>28</sup>. The obligation to provide this information to consumers complements and does not affect the rights of consumers provided in Directives (EU) 2019/770<sup>29</sup> and (EU) 2019/771<sup>30</sup> of the European Parliament and of the Council.  
***Information on the durability and reparability of a product for all types of goods should be provided in a way that is easily accessible to and understandable for consumers, in the official EU language or languages of the Member State in whose territory the good is placed on the market and put into service.***

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<sup>27</sup> Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011, p. 64).

<sup>28</sup> Directive 2019/882/EU of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70).

<sup>29</sup> Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services (OJ L 136, 22.5.2019, p. 1).

<sup>30</sup> Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).

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<sup>27</sup> Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011, p. 64).

<sup>28</sup> Directive 2019/882/EU of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70).

<sup>29</sup> Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services (OJ L 136, 22.5.2019, p. 1).

<sup>30</sup> Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).

## **Amendment 21**

### **Proposal for a directive Recital 23**

#### *Text proposed by the Commission*

(23) A good indicator of a good's durability is the producer's commercial guarantee of durability within the meaning of Article 17 of Directive (EU) 2019/771. Therefore, Directive 2011/83/EU should be amended to specifically require traders selling goods to inform consumers about the existence of the producer's commercial guarantee of durability for all types of

#### *Amendment*

(23) A good indicator of a good's durability is the producer's commercial guarantee of durability within the meaning of Article 17 of Directive (EU) 2019/771. Therefore, Directive 2011/83/EU should be amended to specifically require traders selling goods to inform consumers about the existence of the producer's commercial guarantee of durability for all types of



goods, where the producer makes this information available.

goods, where the producer makes this information available. ***This however should not apply to second-hand goods.***

## **Amendment 22**

### **Proposal for a directive Recital 23 a (new)**

*Text proposed by the Commission*

*Amendment*

***(23a) Another observed commercial practice which should be classified as unfair in all circumstances is where the manufacturer applies different warranty and repair conditions for the same product model depending on the Member State in which the product is to be placed on the market; for example, for the same washing machine model a manufacturer offers a five-year warranty in one Member State and only three years in another, which creates discrimination and double standards in the treatment of consumers in the target markets; without prejudice to the provisions of Article 17 of Directive 2019/771, such practices should be prohibited.***

## **Amendment 23**

### **Proposal for a directive Recital 24**

*Text proposed by the Commission*

*Amendment*

***(24) The problem of limited durability contrary to consumer expectations is most relevant for energy-using goods, which are goods that function from an external energy source. Consumers are also most interested in receiving information about the expected durability of this category of goods. For these reasons, only for this category of goods, consumers should be made aware that the information about the existence of a producer's commercial***

***deleted***

*guarantee of durability of more than two years has not been provided by the producer.*

#### **Amendment 24**

##### **Proposal for a directive Recital 25**

*Text proposed by the Commission*

*Amendment*

**(25) Goods containing energy-using components, where those components are mere accessories and do not contribute to the main function of those goods, such as decorative lighting for clothing or footwear or electric light for a bicycle, should not be classified as energy-using goods.** *deleted*

#### **Amendment 25**

##### **Proposal for a directive Recital 25 a (new)**

*Text proposed by the Commission*

*Amendment*

**(25a) The second-hand market plays a contributory role in the green transition, therefore to facilitate its specificities the legal and commercial guarantees of durability should be attached to the goods, not the sellers.**

#### **Amendment 26**

##### **Proposal for a directive Recital 26**

*Text proposed by the Commission*

*Amendment*

**(26) In view of the established minimum duration of two years of the seller's liability for lack of conformity in accordance with Directive (EU) 2019/771 and the fact that many product failures** *deleted*

*occur after two years, the trader's obligation to inform consumers about the existence and duration of the producer's commercial guarantee of durability should apply to guarantees that are of more than two years.*

## Amendment 27

### Proposal for a directive Recital 28

*Text proposed by the Commission*

*Amendment*

**(28) The producer and the seller should remain free to offer other types of commercial guarantees and after-sales services of any duration. However, the information provided to the consumer about such other commercial guarantees or services should not confuse the consumer with regard to the existence and duration of the producer's commercial guarantee of durability that covers the entire good and has a duration of more than two years.**

*deleted*

## Amendment 28

### Proposal for a directive Recital 29

*Text proposed by the Commission*

*Amendment*

(29) To promote competition between producers as regards the durability of goods with digital elements the traders selling those goods should inform consumers about the minimum period of time during which the producer **commits to** provide software updates for such goods. **However, to avoid overloading consumers with information, such information should only be provided when this period is longer than the period of the producer's commercial guarantee of durability, as that guarantee entails the provision of**

(29) To promote competition between producers as regards the durability of goods with digital elements the traders selling those goods should inform consumers about the minimum period of time during which the producer **will** provide software updates for such goods **including, as a minimum, the mandatory period for which the updates should be provided in accordance with Union law.**

*updates, including security updates, that are necessary to maintain the required functions and performance of goods with digital elements. Furthermore, information about the producer's commitment to provide software updates is relevant only where the sales contract regarding goods with digital elements provides for a single act of supply of the digital content or digital service in respect of which Article 7(3), point (a), of Directive (EU) 2019/771 applies. In contrast, there should be no new obligation to provide that information where the sales contract provides for a continuous supply of the digital content or digital service over a period of time, since for those contracts Article 7(3), point (b), of Directive (EU) 2019/771 specifies, by reference to Article 10 (2) or (5), the period of time during which the seller is to ensure that the consumer is informed of and supplied with updates.*

## Amendment 29

### Proposal for a directive Recital 30

*Text proposed by the Commission*

(30) Likewise, traders offering digital content and digital services should also inform consumers about the minimum period during which the provider of the digital content or digital service, where the provider is different from the trader, **commits to** provide software updates, including security updates, necessary to keep the digital content and digital services in conformity. Information **about the provider's commitment to provide software updates is relevant only where the contract provides for a single act of supply or a series of individual acts of supply in respect of which Article 8(2), point (b), of Directive 2019/770 applies. In contrast, there should be no new**

*Amendment*

(30) Likewise, traders offering digital content and digital services should also inform consumers about the minimum period during which the provider of the digital content or digital service, where the provider is different from the trader, **will** provide software updates, including security updates, necessary to keep the digital content and digital services in conformity. **This information should include, as a minimum, the mandatory period for which the updates should be provided in accordance with Union law. The provider will provide this information to the trader in all cases.**

***obligation to provide that information where the contract provides for a continuous supply over a period of time, since for these contracts Article 8(2), point (a) of Directive (EU) 2019/770 specifies the period of time during which the trader is to ensure that the consumer is informed of and supplied with updates.***

## **Amendment 30**

### **Proposal for a directive Recital 31**

*Text proposed by the Commission*

(31) To allow consumers to make an informed transactional decision and choose goods that are easier to repair, traders should provide, before the conclusion of the contract, for all types of goods, where applicable, the reparability score of the good as provided by the producer in accordance with Union law.

*Amendment*

(31) To allow consumers to make an informed transactional decision and choose goods that are easier to repair, traders should provide, before the conclusion of the contract, for all types of goods, where applicable, the reparability score of the good as provided by the producer in accordance with Union ***or national*** law.

## **Amendment 31**

### **Proposal for a directive Recital 32**

*Text proposed by the Commission*

(32) Pursuant to Article 5(1), point (e), and Article 6(1), point (m), of Directive 2011/83/EU traders are obliged to provide the consumer before the consumer is bound by the contract with information on the existence and the conditions of after-sales services, including repair services, where such services are provided. 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 in accordance with Union law, traders should provide, for all types of goods, other relevant repair information ***that is made available by the***

*Amendment*

(32) Pursuant to Article 5(1), point (e), and Article 6(1), point (m), of Directive 2011/83/EU traders are obliged to provide the consumer before the consumer is bound by the contract with information on the existence and the conditions of after-sales services, including repair services, where such services are provided. 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 in accordance with Union law, traders should provide, for all types of goods, other relevant repair information, such as information about the

*producer*, such as information about the availability of spare parts, *and a* user and repair *manual*.

availability of *the* spare parts *necessary for the repair of products, including the period during which they will be available, and where applicable, the expected maximum pre-tax price during the mandatory period of availability of spare parts established under the Ecodesign Directive and the procedure of ordering them, and the availability of* user and repair *manuals, repair tools and services*.

## Amendment 32

### Proposal for a directive Recital 33

*Text proposed by the Commission*

(33) *Traders should provide consumers with information about the existence and duration of the producer’s commercial guarantee of durability, the minimum period for updates and the repair information other than the reparability score, where the producer or provider of the digital content or digital service, when different from the trader, makes the relevant information available.* In particular, as regards goods, the trader should convey to consumers *the* information *that the producer has provided to the trader or has otherwise intended to make readily available to the consumer* before the conclusion of the contract, by indicating it on the product itself, its packaging or tags and labels that the consumer would normally consult before concluding the contract. The trader should not be required to actively search for *such information* from the producer, for example, on the product-specific websites.

*Amendment*

(33) In particular, as regards goods, the trader should convey to consumers *this* information before the conclusion of the contract, by indicating it on the product itself, its packaging or tags and labels that the consumer would normally consult before concluding the contract. The trader should not be required to actively search for *commitments* from the producer *that go beyond what is required by Union law*, for example, on the product-specific websites.

### **Amendment 33**

#### **Proposal for a directive Recital 33 a (new)**

*Text proposed by the Commission*

*Amendment*

***(33a) Since provisions of this Directive may place a certain burden on national authorities and the SME sector, additional guidelines and administrative support should be foreseen by the Commission and the national authorities and provided to the SMEs.***

### **Amendment 34**

#### **Proposal for a directive Recital 35 a (new)**

*Text proposed by the Commission*

*Amendment*

***(35a) In order to facilitate effective enforcement especially with regard to third countries, it is necessary for increased resources to be made available to the competent authorities to enable them to clarify if manufacturers or distributors were forced to make falsified statements about the lifespan of a product, as such an action would undermine the integrity of the internal market. Therefore, to avoid fraud, non-compliance and lower standards with imports increased vigilance and monitoring by the competent authorities on all sides will be required, particularly in relation to online marketplaces.***

#### *Justification*

*If third countries would not follow the EU in this regard, the issues that this proposal is trying to solve would still remain, as many products are directly imported from third countries.*

### **Amendment 35**

**Proposal for a directive**  
**Recital 35 b (new)**

*Text proposed by the Commission*

*Amendment*

***(35b) To enable the consumers to fully understand the information they receive, the information provided should be clear and precise. Additional or superfluous information could lead to confusion.***

*Justification*

*It is important to avoid confusing the consumer with an overload of information. Instead, there is need for a precise communication.*

**Amendment 36**

**Proposal for a directive**  
**Article 1 – paragraph 1 – point 1**  
Directive 2005/29/EC  
Article 2 – paragraph 1 – point o

*Text proposed by the Commission*

*Amendment*

(o) ‘environmental claim’ means any message or representation, which is not mandatory under Union law or national law, including text, pictorial, graphic or symbolic representation, in any form, including labels, brand names, company names or product names, in the context of a commercial communication, which states or ***implies*** that a product or trader has a positive or no impact on the environment or is less damaging to the environment than other products or traders, respectively, or has improved their impact over time;

(o) ‘environmental claim’ means any message or representation, which is not mandatory under Union law or national law, including text, pictorial, graphic or symbolic representation, in any form, including labels, brand names, company names or product names, in the context of a commercial communication, which states or ***indicates*** that a product or trader has a positive, ***minor*** or no impact on the environment or is less damaging to the environment than other products or traders, respectively, or has improved their impact over time;

*Justification*

*The original wording could lead to a vast scope of interpretations to be considered as environmental claims. It would lead to a high degree of uncertainty as to the applicable legal framework.*



## Amendment 37

### Proposal for a directive

#### Article 1 – paragraph 1 – point 1

Directive 2005/29/EC

Article 2 – paragraph 1 – point p

*Text proposed by the Commission*

*Amendment*

**(p)** ‘*explicit environmental claim*’ means an environmental claim that is in textual form or contained in a sustainability label;

*deleted*

## Amendment 38

### Proposal for a directive

#### Article 1 – paragraph 1 – point 1

Directive 2005/29/EC

Article 2 – paragraph 1 – point q

*Text proposed by the Commission*

*Amendment*

**(q)** ‘generic environmental claim’ means any *explicit* environmental claim, not contained in a sustainability label, where the specification of the claim is not provided in clear and prominent terms on the same medium;

**(q)** ‘generic environmental claim’ means any environmental claim *in any form*, not contained in a sustainability label *or in a sustainability information tool*, where the specification of the claim is not provided in clear and prominent terms on the same medium, *or displayed digitally to the consumer at the point of purchase*;

## Amendment 39

### Proposal for a directive

#### Article 1 – paragraph 1 – point 1

Directive 2005/29/EC

Article 2 – paragraph 1 – point q a (new)

*Text proposed by the Commission*

*Amendment*

**(qa)** ‘*specific environmental claim*’ means an environmental claim in any form, not contained in a sustainability label, where the specification of the claim is provided in clear and prominent terms

*on the same medium;*

#### **Amendment 40**

##### **Proposal for a directive**

##### **Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point r

*Text proposed by the Commission*

(r) ‘sustainability label’ means any voluntary trust mark, quality mark or equivalent, either public or private, that **aims** to set apart and promote a product, a process or a business with reference to its environmental or social aspects or both. This does not cover any mandatory label required in accordance with Union or national law;

*Amendment*

(r) ‘sustainability label’ means any voluntary trust mark, quality mark or equivalent, either public or private, that **is implemented with the aim** to set apart and promote a product, a process or a business with reference to its environmental or social aspects or both **and for which criteria are publicly available, developed and periodically updated in independent processes and reflecting improvements compared to common practice in the relevant market or Union minimum product requirements, if applicable**. This does not cover any mandatory label required in accordance with Union or national law. **Sustainability labels not established by national authorities shall, as a minimum, be in line with the EN ISO 14024 type 1 standard;**

#### **Amendment 41**

##### **Proposal for a directive**

##### **Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point r a (new)

*Text proposed by the Commission*

*Amendment*

**(ra) ‘pre-approval of sustainability labels or sustainability information tools’ means an ex-ante conformity assessment to be performed by a Union body or competent national authority’;**

## Amendment 42

### Proposal for a directive

#### Article 1 – paragraph 1 – point 1

Directive 2005/29/EC

Article 2 – paragraph 1 – point s

#### *Text proposed by the Commission*

(s) ‘certification scheme’ means a third-party verification scheme that is open under transparent, fair and non-discriminatory terms to **all** traders willing and able to comply with the scheme’s requirements, which certifies that a product complies with certain requirements, and for which the monitoring of compliance **is** objective, based on international, Union or national standards and procedures and carried out by a party independent from both the scheme owner and the trader;

#### *Amendment*

(s) ‘certification scheme’ means a third-party verification scheme **related to a sustainability label and tools** that is open under **publicly available**, transparent, fair and non-discriminatory terms to traders willing and able to comply with the scheme’s requirements, which certifies that a product complies with certain **publicly available and independently developed** requirements **reflecting a significant improvement on the otherwise applicable product law**, and for which the monitoring of compliance **and awarding of the certificate are** objective, based on **transparent and non-discriminatory procedures, as well as** international, Union or national standards and procedures and **impartially** carried out by a party independent from both the scheme owner and the trader; **and which includes a system for complaints for external stakeholders focused on possible non-compliance and allows for withdrawal of the sustainability label in case of non-compliance;**

## Amendment 43

### Proposal for a directive

#### Article 1 – paragraph 1 – point 1

Directive 2005/29/EC

Article 2 – paragraph 1 – point t

#### *Text proposed by the Commission*

(t) ‘sustainability information tool’ means software, including a website, part of a website or an application, operated by or on behalf of a trader, which provides

#### *Amendment*

(t) ‘sustainability information tool’ means software, including a website, part of a website or an application, operated by or on behalf of a trader, which provides

information to consumers about environmental or social aspects of products, or which compares products on those aspects;

information to consumers about environmental or social aspects of products, or which compares *objectively* products on those aspects *by, in particular, comparing products which serve the same function, using a common method and common assumptions, and comparing material and verifiable features of the products*;

#### **Amendment 44**

##### **Proposal for a directive**

##### **Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point u

##### *Text proposed by the Commission*

(u) ‘recognised excellent environmental performance’ means environmental performance compliant with Regulation (EC) 66/2010 of the European Parliament and of the Council\*, with national or regional EN ISO 14024 type I ecolabelling schemes officially recognised in accordance with Article 11 of Regulation (EC) 66/2010, or top environmental performance in accordance with other applicable Union law;

##### *Amendment*

(u) ‘recognised excellent environmental performance’ means environmental performance compliant with Regulation (EC) 66/2010 of the European Parliament and of the Council<sup>1a</sup>, with national or regional EN ISO 14024 type I ecolabelling schemes officially recognised in accordance with Article 11 of Regulation (EC) 66/2010, or top environmental performance in accordance with other applicable Union law,

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<sup>1a</sup> *Regulation (EC) No 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel (OJ L 27, 30.1.2010, p. 1).*

#### **Amendment 45**

##### **Proposal for a directive**

##### **Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point u a (new)

*Text proposed by the Commission*

*Amendment*

**(ua) ‘second-hand goods’ means second-hand goods as defined in the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax;**

## **Amendment 46**

### **Proposal for a directive**

#### **Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point w

*Text proposed by the Commission*

*Amendment*

(w) ‘software update’ means **a free update, including** a security update, that is necessary to keep goods with digital elements, digital content and digital services in conformity in accordance with Directives (EU) 2019/770 and (EU) 2019/771;

(w) ‘software update’ means **either** a security **update or any other functionality or feature** update, that is necessary to keep goods with digital elements, digital content and digital services in conformity in accordance with Directives (EU) 2019/770 and (EU) 2019/771;

## **Amendment 47**

### **Proposal for a directive**

#### **Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point w a (new)

*Text proposed by the Commission*

*Amendment*

**(wa) ‘security update’ means an operating system update, including security patches, if relevant for a given device, whose main purpose is to provide enhanced security for the device or bring it into conformity;**

## **Amendment 48**

### **Proposal for a directive**

#### **Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC  
Article 2 – paragraph 1 – point w b (new)

*Text proposed by the Commission*

*Amendment*

**(wb)** *‘functionality update’ means an operating system update that is not necessary to keep the device in conformity and whose main purpose is to improve current functionalities or implement new functionalities;*

## **Amendment 49**

### **Proposal for a directive**

#### **Article 1 – paragraph 1 – point 1**

Directive 2005/29/EC

Article 2 – paragraph 1 – point y a (new)

*Text proposed by the Commission*

*Amendment*

**(ya)** *"commercially sensitive information" means information that, if disclosed, could prejudice a supplier's commercial interest e.g. trade secrets, profit margins or new ideas as referred to in the Communication from the Commission<sup>1a</sup>*

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<sup>1a</sup> *Communication from the Commission Communication on the protection of confidential information by national courts in proceedings for the private enforcement of EU competition law 2020/C 242/01 (OJ C 242, 22.7.2020, p. 1).*

### *Justification*

*The definition of commercially sensitive information can be found in the European Commission's "Communication on the protection of confidential information by national courts in proceedings for the private enforcement of EU competition law. This definition should also be included here.*

## **Amendment 50**

**Proposal for a directive**

**Article 1 – paragraph 1 – point 1 a (new)**

Directive 2005/29/EC

Article 5 – paragraph 2

*Present text*

*Amendment*

**(1a) Article 5 (2) is amended as follows:**

**(a) the following point is inserted:**

**”(aa) it is contrary to the requirements of the extended producer responsibility,”**

*(<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32011L0083>)*

**Amendment 51**

**Proposal for a directive**

**Article 1 – paragraph 1 – point 2 – point a**

Directive 2005/29/EC

Article 6 – paragraph 1 – point b

*Text proposed by the Commission*

*Amendment*

(b) the main characteristics of the product, such as its availability, benefits, risks, execution, composition, environmental or social impact, accessories, durability, reparability, after-sale customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product.;

(b) the main characteristics of the product, such as its availability, benefits, risks, execution, composition, environmental or social impact **through the value chain (173)**, accessories, durability, reparability, **upgradability, reusability, recyclability, the single-use nature, the right to return to the producer**, after-sale customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product.;

**Amendment 52**

**Proposal for a directive**

**Article 1 – paragraph 1 – point 2 – point b**

Directive 2005/29/EC  
Article 6 – paragraph 2 – point d

*Text proposed by the Commission*

(d) making an environmental claim related to future environmental performance without clear, objective and verifiable commitments and targets and without an independent monitoring system;

*Amendment*

(d) making an environmental claim related to future environmental performance without ***publicly available***, clear, objective, ***science-based*** and verifiable ***and realistic*** commitments and targets ***complemented by a funded and periodically updated implementation plan based on widely available technologies*** and without ***annual verification of progress by*** an independent monitoring system ***accredited in accordance with Regulation (EC) No 765/2008***;

### **Amendment 53**

**Proposal for a directive**  
**Article 1 – paragraph 1 – point 3**  
Directive 2005/29/EC  
Article 7 – paragraph 7 a (new)

*Text proposed by the Commission*

*Amendment*

***7a. By ...[12 months from adoption], the Commission shall adopt delegated acts in accordance with Article 16a to supplement this Directive by establishing minimum requirements in relation to sustainability labels and sustainability information tools. When adopting the delegated acts, the Commission shall ensure award criteria are publicly available free of cost, developed in an independent process, periodically revised, and reflecting significant improvements compared to common practice in the relevant market or Union minimum product requirements, if applicable, with an impartial control procedure, including third party verification and transparency of the scheme owner. The Commission shall ensure accessibility to all market players, procedural transparency for consumers, scientific robustness and***



*stakeholder relevance and compliance and dispute resolution mechanisms. If a sustainability label or a sustainability information tool is focused on one particular environmental aspect, this shall be clearly and prominently communicated to consumers. For transparency, all pre-approved sustainability labels and sustainability information tools shall be published in a publicly available online register, which is to be updated regularly by the competent national authorities.*

## **Amendment 54**

### **Proposal for a directive**

#### **Article 1 – paragraph 1 – point 3**

Directive 2005/29/EC

Article 7 – paragraph 7 b (new)

*Text proposed by the Commission*

*Amendment*

**7b.** *The Commission shall adopt an implementing act specifying the details of the approval procedure for sustainability labels and sustainability information tools referred to in paragraph 7a. That implementing act shall be adopted in accordance with the advisory procedure referred to in Article 16b.*

## **Amendment 55**

### **Proposal for a directive**

#### **Article 1 – paragraph 1 – point 3 a (new)**

Directive 2005/29/EC

Article 16 a (new)

*Text proposed by the Commission*

*Amendment*

**(3a)** *The following article is inserted:*

**‘Article 16a**

***Exercise of the delegation***

**1.** *The power to adopt delegated acts is conferred on the Commission subject to*

*the conditions laid down in this Article.*

*2. The power to adopt delegated acts referred to in Article 7(7a) shall be conferred on the Commission for a period of six years from...[one month after entry into force of this Directive].*

*3. The delegation of power referred to in Article 7(7a) may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the delegation of the power specified in that decision. It shall take effect the day following the publication of the decision in the Official Journal of the European Union or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.*

*4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State acting in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making.*

*5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.*

*6. A delegated act adopted pursuant to Article 7(7a) shall enter into force only if no objection has been expressed either by the European Parliament or the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or of the Council.'*

## Amendment 56

### Proposal for a directive

#### Article 1 – paragraph 1 – point 3 b (new)

Directive 2005/29/EC

Article 16 b (new)

*Text proposed by the Commission*

*Amendment*

**(3b) The following article is inserted:**

**‘Article 16b**

**Committee procedure**

**1. The Commission shall be assisted by a Committee. That Committee shall be a committee within the meaning of Regulation (EU) No 182/2011.**

**2. Where reference is made to this paragraph, Article 4 of Regulation (EU) No 182/2011 shall apply.’ (193)**

## Amendment 57

### Proposal for a directive

#### Article 2 – paragraph 1 – point 1 – point a

Directive 2011/83/EU

Article 2 – paragraph 1 – point 3a

*Text proposed by the Commission*

*Amendment*

(3a) ‘energy-using good’ means any good that depends on energy input (electricity, fossil fuels and renewable energy sources) to work as intended;;

(3a) ‘energy-using good’ means any good that depends on energy input (electricity, fossil fuels and renewable energy sources) to work as intended; **it covers only durable non-perishable goods;**

*Justification*

*The definition of ‘energy-using goods’ as ‘any goods that depend on energy input’ should specify that it covers only durable non-perishable goods, and excludes parts or consumables that are used in combination with such durable goods.*

## Amendment 58

### Proposal for a directive

**Article 2 – paragraph 1 – point 1 – point b**  
Directive 2011/83/EU  
Article 2 – paragraph 1 – point 14a

*Text proposed by the Commission*

(14a) ‘commercial guarantee of durability’ means a **producer’s** commercial guarantee of durability referred to in Article 17 of Directive (EU) 2019/771, under which the producer is directly liable to the consumer during the entire period of that guarantee for repair or replacement of the goods;

*Amendment*

(14a) ‘commercial guarantee of durability’ means a **voluntary** commercial guarantee of durability **provided by the producer free of charge** referred to in Article 17 of Directive (EU) 2019/771, under which the producer is directly liable to the consumer during the entire period of that guarantee for repair or replacement of the goods;

**Amendment 59**

**Proposal for a directive**  
**Article 2 – paragraph 1 – point 1 – point b**  
Directive 2011/83/EU  
Article 2 – paragraph 1 – point 14d

*Text proposed by the Commission*

(14d) ‘reparability score’ means a score expressing the capacity of a good to be repaired, based on a method established in accordance with Union law;

*Amendment*

(14d) ‘reparability score’ means a score expressing the capacity of a good to be repaired, based on a **harmonised** method established in accordance with Union law;

*Justification*

*For a reparability score to be meaningful and successful, there must be harmonised EU-wide methodologies for reparability scoring at the product-group level. Currently, there are at least 12 different initiatives for measuring reparability and national initiatives, such as the French reparability index. A clear EU definition and harmonised calculation methodologies are essential to measure and verify the reparability labelling of products. Otherwise, we risk creating confusion among consumers, a fragmented Single Market and unfair competition.*

**Amendment 60**

**Proposal for a directive**  
**Article 2 – paragraph 1 – point 2 – point a**  
Directive 2011/83/EU  
Article 5 – paragraph 1 – point ea

*Text proposed by the Commission*

*Amendment*

(ea) *for all goods, where the producer makes it available, information that the goods benefit from a commercial guarantee of durability and its duration in units of time, where that guarantee covers the entire good and has a duration of more than two years;*

(ea) *a label indicating the guaranteed lifespan of a good, digital content and services. This label shall as a minimum inform about the duration of the legal guarantee of conformity and related rights, and where applicable, about the existence and conditions of after-sales services and voluntary commercial guarantees;*

## **Amendment 61**

### **Proposal for a directive**

**Article 2 – paragraph 1 – point 2 – point a**

Directive 2011/83/EU

Article 5 – paragraph 1 – point eb

*Text proposed by the Commission*

*Amendment*

(eb) *for energy-using goods, where the producer does not make available the information referred to in point (ea), information that the producer has not provided information on the existence of a commercial guarantee of durability of more than two years. This information shall be at least as prominent as any other information about the existence and the conditions of after-sales services and commercial guarantees provided in accordance with point (e);*

*deleted*

## **Amendment 62**

### **Proposal for a directive**

**Article 2 – paragraph 1 – point 2 – point a**

Directive 2011/83/EU

Article 5 – paragraph 1 – point ec

*Text proposed by the Commission*

*Amendment*

(ec) *for goods with digital elements, where the producer makes such information available, the minimum*

(ec) *for goods with digital elements, the minimum period from the time of purchase in units of time during which the*

period in units of time during which the producer provides software updates, ***unless the contract provides for a continuous supply of the digital content or digital service over a period of time. Where information about the existence of a commercial guarantee of durability is provided in accordance with point (ea), the information on the updates shall be provided if those updates are supplied for a longer period than the commercial guarantee of durability;***

producer provides software updates, ***including, as a minimum, the mandatory period for which the updates shall be provided in accordance with the applicable Union law;***

### **Amendment 63**

#### **Proposal for a directive**

**Article 2 – paragraph 1 – point 2 – point a**

Directive 2011/83/EU

Article 5 – paragraph 1 – point ed

*Text proposed by the Commission*

(ed) for digital content and digital services, where their provider is different from the trader ***and makes such information available***, the minimum period in units of time during which the provider provides software updates, ***unless the contract provides for a continuous supply of the digital content or digital service over a period of time;***

*Amendment*

(ed) for digital content and digital services, where their provider is different from the trader, the minimum period, ***starting at the time of purchase***, in units of time during which the provider provides software updates, ***including the mandatory period foreseen under the relevant Union legislation;***

### **Amendment 64**

#### **Proposal for a directive**

**Article 2 – paragraph 1 – point 2 – point a**

Directive 2011/83/EU

Article 5 – paragraph 1 – point ed a (new)

*Text proposed by the Commission*

***(eda) in addition to the guaranteed lifespan label for the goods, digital content and digital services, including as a minimum, a reminder of the existence***

*and duration of the legal guarantee of conformity, the existence and the conditions of after-sales services and commercial guarantees, where applicable;*

## Amendment 65

### Proposal for a directive

#### Article 2 – paragraph 1 – point 2 – point b

Directive 2011/83/EU

Article 5 – paragraph 1 – point j

#### *Text proposed by the Commission*

(j) when point (i) is not applicable, information made available by the producer about the availability of spare parts, including the procedure of ordering them, and about the availability of *a* user and repair *manual*;

#### *Amendment*

(j) when point (i) is not applicable, information made available by the producer about the availability of *the* spare parts *necessary for the repair of products*, including *the period during which they will be available, where applicable, the expected maximum pre-tax price during the mandatory period of availability of spare parts established under the Ecodesign Directive* and the procedure of ordering them, and about the availability of user and repair *manuals, repair tools and services*. *When this information is not made available by the producer to the trader, the consumer shall be informed thereof*;

## Amendment 66

### Proposal for a directive

#### Article 2 – paragraph 1 – point 3 – point a

Directive 2011/83/EU

Article 6 – paragraph 1 – point ma

#### *Text proposed by the Commission*

(ma) for all goods, where the producer makes *it* available, information that the goods benefit from a commercial guarantee of durability and its duration in units of time, where that guarantee covers the entire good and has a duration of more than two

#### *Amendment*

(ma) for all goods, where the producer makes *such information* available, information that the goods benefit from a commercial guarantee of durability and its duration in units of time, where that guarantee covers the entire good and has a

years;

duration of more than two years;

#### Amendment 67

##### Proposal for a directive

Article 2 – paragraph 1 – point 3 – point a

Directive 2011/83/EU

Article 6 – paragraph 1 – point mb

*Text proposed by the Commission*

*Amendment*

***(mb) for energy-using goods, where the producer does not make available information referred to in point (ma), information that the producer has not provided information on the existence of a commercial guarantee of durability of more than two years. This information shall be at least as prominent as any other information about the existence and the conditions of after-sales services and commercial guarantees provided in accordance with point (m);***

***deleted***

#### Amendment 68

##### Proposal for a directive

Article 2 – paragraph 1 – point 3 – point a

Directive 2011/83/EU

Article 6 – paragraph 1 – point mc

*Text proposed by the Commission*

*Amendment*

***(mc) for goods with digital elements, where the producer makes such information available, the minimum period in units of time during which the producer provides software updates, unless the contract provides for a continuous supply of the digital content or digital service over a period of time. Where information about the existence of a commercial guarantee of durability is provided in accordance with point (ma), the information on the updates shall be provided if those updates are supplied for a longer period than the commercial***

***(mc) for goods with digital elements, the minimum period from the time of purchase in units of time during which the producer provides software updates, including, as a minimum, the mandatory period for which the updates shall be provided in accordance with Union law;***



*guarantee of durability;*

## **Amendment 69**

### **Proposal for a directive**

#### **Article 2 – paragraph 1 – point 3 – point a**

Directive 2011/83/EU

Article 6 – paragraph 1 – point md

*Text proposed by the Commission*

(md) for digital content and digital services, where their provider is different from the trader ***and makes such information available***, the minimum period in units of time during which the provider provides software updates, ***unless the contract provides for a continuous supply of the digital content or digital service over a period of time***;

*Amendment*

(md) for digital content and digital services, where their provider is different from the trader, the minimum period in units of time during which the provider provides software updates, ***including, as a minimum, the mandatory period for which the updates shall be provided in accordance with Union law***;

## **Amendment 70**

### **Proposal for a directive**

#### **Article 2 – paragraph 1 – point 3 – point a**

Directive 2011/83/EU

Article 6 – paragraph 1 – point md a (new)

*Text proposed by the Commission*

*Amendment*

***(mda) the guaranteed lifespan label for the goods, digital content and digital services, including as a minimum, a reminder of the existence and duration of the legal guarantee of conformity;***

## **Amendment 71**

### **Proposal for a directive**

#### **Article 2 – paragraph 1 – point 3 – point b**

Directive 2011/83/EU

Article 6 – paragraph 1 – point v

*Text proposed by the Commission*

(v) when point (u) is not applicable, information made available by the producer about the availability of spare parts, including the procedure of ordering them, and about the availability of **a** user and repair **manual**.;

*Amendment*

(v) when point (u) is not applicable, information made available by the producer about the availability of **the** spare parts **necessary for the repair of products**, including **the period during which they will be available, where applicable, the expected maximum pre-tax price during the mandatory period of availability of spare parts established under the Ecodesign Directive** and the procedure of ordering them, and about the availability of user and repair **manuals, repair tools and services**. **When this information is not made available by the producer to the trader, the consumer shall be informed thereof**;

**Amendment 72**

**Proposal for a directive  
Article 3 – paragraph 1**

*Text proposed by the Commission*

By [5 years from adoption], the Commission shall submit a report on the application of this Directive to the European Parliament and to the Council.

*Amendment*

By [5 years from adoption], the Commission shall submit a report on the application of this Directive **and on the level of progress achieved** to the European Parliament and to the Council. **The report shall analyse in detail the impact of the new rules on the elimination of existing non-tariff barriers to cross-border trade, on the effectiveness of action by national consumer protection authorities and on the level of adjustment burden in the SME sector.**

**Amendment 73**

**Proposal for a directive  
Article 3 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***That report shall include an assessment of the pre-approval of sustainability labels with a view to harmonise it at Union-level.***

#### **Amendment 74**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 1**  
Directive 2005/29/EC  
Annex I – point 2a

*Text proposed by the Commission*

*Amendment*

2a. Displaying a sustainability label which is not based on a certification scheme or not established by public authorities.;

2a. Displaying a sustainability label ***or a sustainability information tool*** which is ***not pre-approved by a national or Union authority***, not based on a certification scheme or not established by public authorities, ***except where no adequate certification scheme exists for the issue addressed by the label. In this case, the use of a third party, independent, recognised by authorities system shall be allowed.***

#### **Amendment 75**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 1**  
Directive 2005/29/EC  
Annex I – point 2a a (new)

*Text proposed by the Commission*

*Amendment*

***2aa. Displaying a sustainability label based on different classes of performance, when the available classes are not clearly provided in the same graphic representation to allow for clear comparison.***

#### **Amendment 76**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 1**  
Directive 2005/29/EC  
Annex I – point 2a b (new)

*Text proposed by the Commission*

*Amendment*

**2ab. Displaying the environmental claim "biodegradable", "compostable" or equivalent with regards to plastic or bio-plastic where composting of biodegradable plastic is not possible in a large proportion of waste enterprises.**

#### **Amendment 77**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 2**  
Directive 2005/29/EC  
Annex I – point 4a

*Text proposed by the Commission*

*Amendment*

4a. Making a generic environmental claim for which the trader is not able to demonstrate recognised excellent environmental performance relevant to the claim.

4a. Making a generic environmental claim for which the trader is not able to demonstrate recognised excellent environmental performance relevant to the claim ***in an easily accessible format.***

#### **Amendment 78**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 2**  
Directive 2005/29/EC  
Annex I – point 4b

*Text proposed by the Commission*

*Amendment*

4b. Making an environmental claim about the entire product when it actually concerns only a certain aspect of the product.;

4b. Making an environmental claim about the entire product ***or the trader's business*** when it actually concerns only a certain aspect of the product ***or the trader's business.***

## **Amendment 79**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 2**  
Directive 2005/29/EC  
Annex I – point 4b a (new)

*Text proposed by the Commission*

*Amendment*

***4ba. Making an environmental claim on the content of the product based on an accounting method that allows for the free allocation of inputs to final outputs, without telling consumers that only a residual amount of the input in question was actually fed into the production process of the final product offered for sale.***

## **Amendment 80**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 2**  
Directive 2005/29/EC  
Annex I – point 4 b b (new)

*Text proposed by the Commission*

*Amendment*

***4bb. Making a specific environmental claim which the trader is not able to substantiate using a relevant assessment method and communication rules recognised or established in accordance with national or Union law.***

## **Amendment 81**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 2**  
Directive 2005/29/EC  
Annex I – point 4b c (new)

*Text proposed by the Commission*

*Amendment*

***4bc. Making an environmental claim which cannot be substantiated in***

*accordance with legal requirements.*

## **Amendment 82**

### **Proposal for a directive**

#### **Annex I – paragraph 1 – point 2**

Directive 2005/29/EC

Annex I – point 4b d (new)

*Text proposed by the Commission*

*Amendment*

***4bd. Making an environmental claim that would lead to promotion of fossil fuel products or highly polluting products or activities.***

#### *Justification*

*The amendment reflects the EC's Guidance on the interpretation and application of Directive 2005/29/EC of the European Parliament and of the Council concerning unfair business-to-consumer commercial practices in the internal market (2021/C 526/01) underlying that fossil oil always causes damage to the environment, therefore it cannot be linked to environmental claim that would give the impression that the product had certain environmental advantages.*

## **Amendment 83**

### **Proposal for a directive**

#### **Annex I – paragraph 1 – point 2**

Directive 2005/29/EC

Annex I – point 4b e (new)

*Text proposed by the Commission*

*Amendment*

***4be. Claiming that a good or a service has a neutral or positive greenhouse gas emissions' impact on the environment.***

#### *Justification*

*Carbon neutral claims are highly misleading to consumers as they imply neutrality and no impact of products (or services) on the environment, which is impossible to achieve. They are often being justified by the company's involvement in carbon offsetting/compensation projects, which are currently unregulated and about which consumers are not sufficiently informed about and have no means to verify whether they are really robust and reliable. Therefore carbon neutral claims and labels should be explicitly banned.*

## Amendment 84

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EC  
Annex I – point 23d

*Text proposed by the Commission*

23d. ***Omitting to inform the consumer that*** a software update ***will*** negatively ***impact*** the use of goods with digital elements or certain features of those goods even if the software update improves the functioning of other features.

*Amendment*

23d. ***Supplying*** a software update ***that*** negatively ***impacts*** the use of goods with digital elements or certain features of those goods even if the software update improves the functioning of other features.

## Amendment 85

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EC  
Annex I – point 23d a (new)

*Text proposed by the Commission*

***23da. Omitting to inform the consumer in a clear and understandable manner that the update is not necessary to keep the product in conformity.***

*Amendment*

## Amendment 86

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EC  
Annex I – point 23e

*Text proposed by the Commission*

23e. ***Omitting to inform the consumer about the existence of a feature of a good introduced*** to limit its durability.

*Amendment*

23e. ***Planning the failure of a good by equipping it with functions or properties intended solely*** to limit its durability.

## Amendment 87

### Proposal for a directive

#### Annex I – paragraph 1 – point 4

Directive 2005/29/EC

Annex I – point 23e a (new)

*Text proposed by the Commission*

*Amendment*

**23ea. Omitting to inform the consumer that the seller will refuse to perform a repair on a product that has previously been repaired by an independent professional or non-professionals and users.**

## Amendment 88

### Proposal for a directive

#### Annex I – paragraph 1 – point 4

Directive 2005/29/EC

Annex I – point 23e b (new)

*Text proposed by the Commission*

*Amendment*

**23eb. Omitting to inform the consumer about a design or feature which will limit repair by end users or independent professionals.**

## Amendment 89

### Proposal for a directive

#### Annex I – paragraph 1 – point 4

Directive 2005/29/EC

Annex I – point 23g

*Text proposed by the Commission*

*Amendment*

**23g. Presenting goods as allowing repair when they do not or omitting to inform the consumer that goods do not allow repair in accordance with legal requirements.**

**23g. Marketing goods, which do not allow repair in accordance with legal requirements.**

## Amendment 90



**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EC  
Annex I – point 23g a (new)

*Text proposed by the Commission*

*Amendment*

**23ga. Omitting to inform the consumer about the unavailability of spare parts and other repair restrictions.**

## **Amendment 91**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EC  
Annex I – point 23h

*Text proposed by the Commission*

*Amendment*

23h. **Inducing the consumer into** replacing the consumables of a good earlier than for technical reasons **is necessary**.

23h. **Marketing a good that requires** replacing the consumables of a good earlier than **is necessary** for technical reasons **by omitting information about available and adequate repairs**.

### *Justification*

*The suggested provision of the Commission would be difficult to implement in practice since a consumer might seek advice (from a retailer) on some features of a new product design. Retailers need to always be able to present their customers new product designs and provide them with all necessary information. It should be clarified that this new point 23h does not prevent retailers from offering new products to consumers.*

## **Amendment 92**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EC  
Annex I – point 23i

*Text proposed by the Commission*

*Amendment*

23i. **Omitting to inform that** a good is designed to limit its functionality when using consumables, spare parts or

23i. **Marketing** a good **that** is designed to limit its functionality when using consumables, spare parts or accessories

accessories that are not provided by the original producer.

that are not provided by the original producer.

### **Amendment 93**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EC  
Annex I – point 23i a (new)

*Text proposed by the Commission*

*Amendment*

**23ia. Without prejudice to the provisions of Article 17 of Directive 2019/771, the offering by the same manufacturer of different warranty and repair conditions for the same product model in different Member States in the territory of which the good is placed on the market and put into service.**

### **Amendment 94**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EC  
Annex I – point 23i b (new)

*Text proposed by the Commission*

*Amendment*

**23ib. Marketing a good, which is not compliant with the requirements under Directive 2009/125/EC of the European Parliament and of the Council<sup>1a</sup>.**

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<sup>1a</sup> *Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of ecodesign requirements for energy-related products (OJ L 285, 31.10.2009, p. 10).*

### **Amendment 95**

**Proposal for a directive**

**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EC  
Annex I – point 23i c (new)

*Text proposed by the Commission*

*Amendment*

**23ic. Bundling security updates with functionality, feature or other software updates.**

## **Amendment 96**

**Proposal for a directive**  
**Annex I – paragraph 1 – point 4**  
Directive 2005/29/EC  
Annex I – point 23i d (new)

*Text proposed by the Commission*

*Amendment*

**23id. Marketing a good without fixing a design issue that leads to an early failure of this good, within a reasonable time after it became known.**

## PROCEDURE – COMMITTEE ASKED FOR OPINION

|   |   |
|---|---|
| <b>Title</b>  | 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  |
| <b>References</b>   | COM(2022)0143 – C9-0128/2022 – 2022/0092(COD)   |
| <b>Committee responsible</b><br>Date announced in plenary       | IMCO<br>7.4.2022  |
| <b>Opinion by</b><br>Date announced in plenary                  | ENVI<br>7.4.2022  |
| <b>Associated committees - date announced in plenary</b>        | 15.9.2022   |
| <b>Rapporteur for the opinion</b><br>Date appointed             | Edina Tóth<br>20.5.2022   |
| <b>Discussed in committee</b>                                   | 10.10.2022  |
| <b>Date adopted</b>   | 24.1.2023   |
| <b>Result of final vote</b>                                     | +: 72<br>–: 0<br>0: 3   |
| <b>Members present for the final vote</b>                       | Bartosz Arłukowicz, Margrete Auken, Traian Băsescu, Aurélia Beigneux, Hildegard Bentele, Michael Bloss, Delara Burkhardt, Pascal Canfin, Sara Cerdas, Mohammed Chahim, Tudor Ciuhodaru, Christian Doleschal, Bas Eickhout, Cyrus Engerer, Agnès Evren, Malte Gallée, Gianna Gancia, Catherine Griset, Teuvo Hakkarainen, Anja Hazekamp, Martin Hojsik, Jan Huitema, Yannick Jadot, Adam Jarubas, Petros Kokkalis, Athanasios Konstantinou, Ewa Kopacz, Joanna Kopcińska, Peter Liese, Sylvia Limmer, Javi López, César Luena, Marian-Jean Marinescu, Liudas Mažylis, Marina Measure, Tilly Metz, Silvia Modig, Alessandra Moretti, Ljudmila Novak, Grace O’Sullivan, Jutta Paulus, Stanislav Polčák, Jessica Polfjård, María Soraya Rodríguez Ramos, Sándor Rónai, Silvia Sardone, Günther Sidl, Ivan Vilibor Sinčić, Maria Spyraiki, Nicolae Ștefănuță, Nils Torvalds, Edina Tóth, Véronique Trillet-Lenoir, Achille Variati, Petar Vitanov, Alexandr Vondra, Mick Wallace, Michal Wiezik, Tiemo Wölken, Anna Zalewska |
| <b>Substitutes present for the final vote</b>                   | Eric Andrieu, Beatrice Covassi, Jens Gieseke, Martin Häusling, Karin Karlsbro, Stelios Kypouropoulos, Dace Melbārde, Ulrike Müller, Robert Roos, Massimiliano Salini, Sarah Wiener  |
| <b>Substitutes under Rule 209(7) present for the final vote</b> | Petras Auštrevičius, Marie Dauchy, Lukas Mandl, Bergur Løkke Rasmussen  |

## FINAL VOTE BY ROLL CALL IN COMMITTEE ASKED FOR OPINION

| 72        | +  |
|-----------|--|
| ECR       | Joanna Kopcińska, Alexandr Vondra, Anna Zalewska   |
| ID        | Aurélia Beigneux, Marie Dauchy, Gianna Gancia, Catherine Griset, Silvia Sardone  |
| NI        | Athanasios Konstantinou, Ivan Vilibor Sinčić, Edina Tóth   |
| PPE       | Bartosz Arłukowicz, Traian Băsescu, Hildegard Bentele, Christian Doleschal, Agnès Evren, Jens Gieseke, Adam Jarubas, Ewa Kopacz, Stelios Kypouropoulos, Peter Liese, Lukas Mandl, Marian-Jean Marinescu, Liudas Mažylis, Dace Melbārde, Ljudmila Novak, Stanislav Polčák, Jessica Polfjård, Massimiliano Salini, Maria Spyrali |
| Renew     | Petras Auštrevičius, Pascal Canfin, Martin Hojsík, Jan Huitema, Karin Karlsbro, Ulrike Müller, Bergur Løkke Rasmussen, María Soraya Rodríguez Ramos, Nicolae Ștefănuță, Nils Torvalds, Véronique Trillet-Lenoir, Michal Wiezik   |
| S&D       | Eric Andrieu, Delara Burkhardt, Sara Cerdas, Mohammed Chahim, Tudor Ciuhodaru, Beatrice Covassi, Cyrus Engerer, Javi López, César Luena, Alessandra Moretti, Sándor Rónai, Günther Sidl, Achille Variati, Petar Vitanov, Tiemo Wölken  |
| The Left  | Anja Hazekamp, Petros Kokkalis, Marina Mesure, Silvia Modig, Mick Wallace  |
| Verts/ALE | Margrete Auken, Michael Bloss, Bas Eickhout, Malte Gallée, Martin Häusling, Yannick Jadot, Tilly Metz, Grace O'Sullivan, Jutta Paulus, Sarah Wiener  |

| 0 | - |
|---|---|
|   |   |

| 3   | 0                                |
|-----|----------------------------------|
| ECR | Robert Roos                      |
| ID  | Teuvo Hakkarainen, Sylvia Limmer |

### Key to symbols:

+ : in favour

- : against

0 : abstention

**ANNEX: LIST OF ENTITIES OR PERSONS  
FROM WHOM THE RAPPOREUR HAS RECEIVED INPUT**

The following list is drawn up on a purely voluntary basis under the exclusive responsibility of the Rapporteur. The Rapporteur has received input from the following entities or persons in the preparation of the report, until the adoption thereof in committee:

| <b>Entity and/or person</b>  |
|--|
| The European Consumer Organization - BEUC  |
| European Coalition for Standards - ECOS  |
| European Association for Communications Agencies - EACA                                      |
| German Retail Federation - Handelsverband Deutschland (HDE)                                  |
| German Food Retail Association - Bundesverband des Deutschen Lebensmittelhandels e.V. (BVLH) |
| Booking.com  |
| European Environmental Bureau - EEB  |
| European Refurbishment Association   |
| European Telecommunication Network Operators' Association (ETNO)                             |
| Independent Retail Europe  |
| Malaysian Palm Oil Council (MPO)   |
| Right to Repair Europe   |
| European Brands Association - AIM  |
| Marine Stewardship Council   |
| Zalando  |
| Etsy   |
| European Advertising Standards Alliance (EASA)   |

## PROCEDURE – COMMITTEE RESPONSIBLE

|   |   |                   |                  |
|---|---|-------------------|------------------|
| <b>Title</b>  | 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  |                   |                  |
| <b>References</b>   | COM(2022)0143 – C9-0128/2022 – 2022/0092(COD)   |                   |                  |
| <b>Date submitted to Parliament</b>                               | 31.3.2022   |                   |                  |
| <b>Committee responsible</b><br>Date announced in plenary         | IMCO<br>7.4.2022  |                   |                  |
| <b>Committees asked for opinions</b><br>Date announced in plenary | ECON<br>7.4.2022  | ENVI<br>7.4.2022  | JURI<br>7.4.2022 |
| <b>Not delivering opinions</b><br>Date of decision                | ECON<br>17.5.2022   | JURI<br>13.6.2022 |                  |
| <b>Associated committees</b><br>Date announced in plenary         | ENVI<br>15.9.2022   |                   |                  |
| <b>Rapporteurs</b><br>Date appointed                              | Biljana Borzan<br>3.5.2022  |                   |                  |
| <b>Discussed in committee</b>                                     | 26.10.2022  | 23.1.2023         | 1.3.2023         |
| <b>Date adopted</b>   | 28.3.2023   |                   |                  |
| <b>Result of final vote</b>                                       | +:<br>–:<br>0:  | 39<br>1<br>1      |                  |
| <b>Members present for the final vote</b>                         | Andrus Ansip, Brando Benifei, Adam Bielan, Biljana Borzan, Markus Buchheit, Anna Cavazzini, Dita Charanzová, Lara Comi, David Cormand, Alexandra Geese, Sandro Gozi, Maria Grapini, Krzysztof Hetman, Virginie Joron, Eugen Jurzyca, Arba Kokalari, Andrey Kovatchev, Jean-Lin Lacapelle, Maria-Manuel Leitão-Marques, Antonius Manders, Beata Mazurek, Leszek Miller, Anne-Sophie Pelletier, Miroslav Radačovský, René Repasi, Christel Schaldemose, Andreas Schwab, Tomislav Sokol, Róza Thun und Hohenstein, Tom Vandenkendelaere, Kim Van Sparrentak, Marion Walsmann |                   |                  |
| <b>Substitutes present for the final vote</b>                     | Marc Angel, Vlad-Marius Botoș, Malte Gallée, Ivars Ijabs, Tsvetelina Penkova, Romana Tomc, Kosma Złotowski  |                   |                  |
| <b>Substitutes under Rule 209(7) present for the final vote</b>   | Miriam Lexmann, Jan-Christoph Oetjen  |                   |                  |
| <b>Date tabled</b>  | 31.3.2023   |                   |                  |

## FINAL VOTE BY ROLL CALL IN COMMITTEE RESPONSIBLE

| 39        | +  |
|-----------|--|
| ECR       | Adam Bielan, Beata Mazurek, Kosma Złotowski  |
| ID        | Virginie Joron, Jean-Lin Lacapelle   |
| NI        | Miroslav Radačovský  |
| PPE       | Lara Comi, Krzysztof Hetman, Arba Kokalari, Andrey Kovatchev, Miriam Lexmann, Antonius Manders, Andreas Schwab, Tomislav Sokol, Romana Tomc, Tom Vandenkendelaere, Marion Walsmann |
| Renew     | Andrus Ansip, Vlad-Marius Botoș, Dita Charanzová, Sandro Gozi, Ivars Ijabs, Jan-Christoph Oetjen, Róza Thun und Hohenstein   |
| S&D       | Marc Angel, Brando Benifei, Biljana Borzan, Maria Grapini, Maria-Manuel Leitão-Marques, Leszek Miller, Tsvetelina Penkova, René Repasi, Christel Schaldemose                       |
| The Left  | Anne-Sophie Pelletier  |
| Verts/ALE | Anna Cavazzini, David Cormand, Malte Gallée, Alexandra Geese, Kim Van Sparrentak   |

| 1  | -               |
|----|-----------------|
| ID | Markus Buchheit |

| 1   | 0             |
|-----|---------------|
| ECR | Eugen Jurzyca |

Key to symbols:

+ : in favour

- : against

0 : abstention