

Procedure file

Basic information	
COD - Ordinary legislative procedure (ex-codecision procedure) Directive	2022/0092(COD) Procedure completed
Empowering consumers for the green transition Amending Directive 2005/29 2003/0134(COD) Amending Directive 2011/83 2008/0196(COD)	
Subject 3.70.17 European ecolabel and ecolabelling, ecodesign 4.60.02 Consumer information, advertising, labelling 4.60.06 Consumers' economic and legal interests 7.40.02 Judicial cooperation in civil and commercial matters	
Legislative priorities Joint Declaration 2022 Joint Declaration 2023-24	

Key players			
European Parliament	Committee responsible	Rapporteur	Appointed
	 Internal Market and Consumer Protection	 BORZAN Biljana	03/05/2022
		Shadow rapporteur	
		 KOKALARI Arba	
		 GOZI Sandro	
		 CORMAND David	
		 JORON Virginie	
		 MAZUREK Beata	
		 PELLETIER Anne-Sophie	
	Committee for opinion	Rapporteur for opinion	Appointed
	 Economic and Monetary Affairs	The committee decided not to give an opinion.	
	 Environment, Public Health and Food Safety (Associated committee)		20/05/2022
		NI TÓTH Edina	
	 Legal Affairs	The committee decided not to give an opinion.	

Key events

30/03/2022	Legislative proposal published	COM(2022)0143	Summary
07/04/2022	Committee referral announced in Parliament, 1st reading		
15/09/2022	Referral to associated committees announced in Parliament		
28/03/2023	Vote in committee, 1st reading		
31/03/2023	Committee report tabled for plenary, 1st reading	A9-0099/2023	Summary
09/05/2023	Debate in Parliament		
11/05/2023	Results of vote in Parliament		
11/05/2023	Decision by Parliament, 1st reading		
11/05/2023	Matter referred back to the committee responsible		
28/11/2023	Approval in committee of the text agreed at 1st reading interinstitutional negotiations	PE756.006 GEDA/A/(2023)006275	
16/01/2024	Debate in Parliament		
17/01/2024	Decision by Parliament, 1st reading	T9-0018/2024	Summary
20/02/2024	Act adopted by Council after Parliament's 1st reading		
28/02/2024	Final act signed		
06/03/2024	Final act published in Official Journal		

Technical information

Procedure reference	2022/0092(COD)
Procedure type	COD - Ordinary legislative procedure (ex-codecision procedure)
Procedure subtype	Legislation
Legislative instrument	Directive
	Amending Directive 2005/29 2003/0134(COD) Amending Directive 2011/83 2008/0196(COD)
Legal basis	Treaty on the Functioning of the EU TFEU 114; Rules of Procedure EP 57
Other legal basis	Rules of Procedure EP 159
Mandatory consultation of other institutions	European Economic and Social Committee
Stage reached in procedure	Procedure completed

Documentation gateway					
Legislative proposal		COM(2022)0143	30/03/2022	EC	Summary
Document attached to the procedure		SEC(2022)0166	31/03/2022	EC	
Document attached to the procedure		SWD(2022)0085	31/03/2022	EC	
Document attached to the procedure		SWD(2022)0086	31/03/2022	EC	
Economic and Social Committee: opinion, report		CES1950/2022	13/07/2022	ESC	
Committee draft report		PE736.537	29/09/2022	EP	
Amendments tabled in committee		PE737.362	24/11/2022	EP	
Committee opinion	ENVI	PE736.396	25/01/2023	EP	
Committee report tabled for plenary, 1st reading/single reading		A9-0099/2023	31/03/2023	EP	Summary
Text adopted by Parliament, 1st reading/single reading		T9-0201/2023	11/05/2023	EP	Summary
Coreper letter confirming interinstitutional agreement		GEDA/A/(2023)006275	25/10/2023	CSL	
Text agreed during interinstitutional negotiations		PE756.006	25/10/2023	EP	
Text adopted by Parliament, 1st reading/single reading		T9-0018/2024	17/01/2024	EP	Summary
Draft final act		00064/2023/LEX	28/02/2024	CSL	

Additional information		
Research document	Briefing	16/06/2022

Final act
Directive 2024/825 OJ OJ L 06.03.2024

Empowering consumers for the green transition

PURPOSE: to update EU consumer protection rules to empower consumers to act in favour of the green transition.

PROPOSED ACT: Directive of the European Parliament and of the Council.

ROLE OF THE EUROPEAN PARLIAMENT: the European Parliament decides in accordance with the ordinary legislative procedure and on an equal footing with the Council.

BACKGROUND: the proposal was one of the initiatives set out in the [New Consumer Agenda](#) and [Circular Economy Action Plan](#) and is a follow-up to the European Green Deal. Empowering consumers and providing them with cost-saving opportunities is a key building block of the sustainable product policy framework. This is to be achieved through the improved participation of consumers in the circular economy, in particular by providing better information on the durability and reparability of certain products to consumers before concluding the contract and stepping up the protection of consumers against unfair commercial practices that prevent sustainable purchases, such as: (i) greenwashing practices (i.e. misleading environmental claims); (ii) early obsolescence practices (i.e. premature failures of goods), and (iii) the use of unreliable and non-transparent sustainability labels and information tools.

CONTENT: this proposal aims to strengthen consumer rights by amending two directives that protect consumer interests at EU level: [Directive 2005/29/EC](#) on unfair commercial practices and [Directive 2011/83/EU](#) on consumer rights.

(1) Amendments to the Consumer Rights Directive

The Commission proposes to oblige traders to provide consumers with pre-contractual information on the durability and reparability of products

As regards the pre-contractual information to be provided to consumers when concluding contracts other than distance or off-premises contracts, six additional items are added to the list of information to be provided to the consumer in a clear and comprehensible manner, prior to purchase. These six additional items consist of:

- information on the existence and length, of a producers commercial guarantee of durability for all types of goods, when this information is made available by the producer;
- information that no information has been provided by the producer about the existence of a producers guarantee of durability for energy-using goods;
- the existence and length of the period during which the producer commits to providing software updates for goods with digital elements;
- the existence and length of the period during which the provider commits to providing software updates for digital content and digital services;
- the reparability score of the good as applicable under Union law;
- other repair information, should no reparability score be available at Union level such as information on the availability of spare parts and a repair manual.

(2) Amendments to the Unfair Commercial Practices Directive (UCPD)

First, it is proposed to extend the list of product characteristics about which a trader cannot mislead consumers to cover the environmental or social impact, as well as the durability and reparability. New commercial practices are also included in the list of actions which are to be considered misleading if they cause or are likely to cause the average consumers to take a transactional decision that they would not have otherwise taken. In this regard, the proposal seeks to:

- making an environmental claim related to future environmental performance without clear, objective and verifiable commitments and targets, and without an independent monitoring system;
- ensure that a trader cannot advertise benefits for consumers that are considered as a common practice in the relevant market;
- ensure that a trader can only compare products, including through a sustainability information tool, if they provide information about the method of the comparison, the products and suppliers covered, and the measures to keep information up to date.

Lastly, the Commission proposes to amend the UCPD by adding new practices to the existing black list of prohibited unfair commercial practice, such as:

- displaying a sustainability label which is not based on a certification scheme or not established by public authorities;
- making a generic environmental claim for which the trader is not able to demonstrate recognised excellent environmental performance relevant to the claim;
- making an environmental claim about the entire product when it actually concerns only a certain aspect of the product;
- presenting requirements imposed by law on all products in the relevant product category on the Union market as a distinctive feature of the traders offer;
- omitting to inform the consumer that a software update will negatively impact the use of goods with digital elements or certain feature of those goods even if the software update improves the function of other features;
- omitting to inform the consumer about the existence of a feature of a good introduced to limit its durability;
- claiming that a good has a certain durability in terms of usage time or intensity when it does not;
- presenting products as allowing repair when they do not or omitting to inform the consumer that goods do not allow repair in accordance with legal requirements;
- inducing the consumer into replacing the consumables of a good earlier than for technical reasons is necessary;
- failing to inform that a good has limited functionality when using consumables, spare parts or accessories not provided by the original producer.

These amendments aim to ensure legal certainty for traders, but also to facilitate enforcement of cases related to greenwashing and early obsolescence of products.

Empowering consumers for the green transition

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

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

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

Amendments to Directive 2011/83/EU on consumer rights

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

- for goods with digital elements, the minimum period in units of time, after the date of placement on the market, during which the producer provides software updates, which covers, as a minimum, the period as provided for in Union law and its voluntary extension, where the producer makes such information available for which the updates should be provided;
- information provided by the producer about the availability and maximum price expected of the spare parts necessary to repair goods, including the minimum period, after the purchase of the good, during which spare parts and accessories are available, the procedure of ordering them, and the availability of a user and repair manual, as well as the availability of diagnosis and repair tools and services.

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

Annex Z and labelling

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

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

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

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

Empowering consumers for the green transition

The European Parliament adopted by 544 votes to 18, with 17 abstentions, amendments to the proposal for a directive of the European Parliament and of the Council on amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and better information.

The matter has been referred to the competent committee for inter-institutional negotiations.

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

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

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

The main amendments adopted in plenary are the following:

Amendments to Directive 2011/83/EU on consumer rights

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

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

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

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

Annex Z and labelling

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

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

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

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

Empowering consumers for the green transition

The European Parliament adopted by 593 votes to 21, with 14 abstentions, a 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.

The Commission's proposal aims to empower consumers to make better-informed transactional decisions to promote sustainable consumption, eliminate practices that undermine the sustainable economy and prevent consumers from making sustainable consumption choices, and ensure better and consistent enforcement of the EU consumer protection legal framework.

The amending directive introduces specific rules in Union consumer law to tackle unfair commercial practices that mislead consumers and prevent them from making sustainable consumption choices, such as practices associated with the early obsolescence of goods, misleading environmental claims (greenwashing), misleading information about the social characteristics of products or traders businesses, or non-transparent and non-credible sustainability labels.

The European Parliament's position adopted at first reading under the ordinary legislative procedure amends the Commission's proposal as follows:

Misleading commercial practices

The amended text stressed that in order for consumers to be able to make better-informed decisions, the overall presentation of a product must not mislead them as to its environmental or social characteristics or aspects linked to circularity, such as durability, reparability or recyclability. It is therefore planned to amend Directive 2005/29/EC on unfair commercial practices by adding environmental and social characteristics and aspects linked to circularity to the list of the main characteristics of a product for which the trader's practices may be considered misleading, following a case-by-case assessment.

A practice will also be misleading if it involves:

- an environmental claim relating to future environmental performance without clear, objective, publicly available and verifiable commitments set out in a detailed and realistic implementation plan which includes measurable and time-bound targets and other relevant elements required to support its achievement, such as resource allocation, and which is regularly verified by an independent third party expert, whose findings are made available to consumers;
- the advertising of benefits to consumers that are irrelevant and do not result from any feature of the product or business.

Amendments to Directive 2011/83/EU on consumer rights

Before the consumer is bound by a contract other than a distance or an off-premises contract, or any corresponding offer, the trader should provide the consumer with the following information in a clear and comprehensible manner:

- a reminder of the existence of the legal guarantee of conformity for goods and its main elements, including its minimum duration of two years, in a prominent manner, using the harmonised notice;
- where the producer offers the consumer a commercial guarantee of durability at no additional cost, covering the entire good and with a duration of more than two years and makes that information available to the trader, the information that that good benefits from such a guarantee, its duration and a reminder of the existence of the legal guarantee of conformity, in a prominent manner, using the harmonised label;
- a reminder of the existence of the legal guarantee of conformity for digital content and digital services;
- where applicable, the existence and the conditions of after-sales services and commercial guarantees;
- for goods with digital elements, for digital content and for digital services, where the producer or provider makes the information available to the trader, the minimum period, whether expressed as a period of time or by reference to a date, during which the producer or the provider provides software updates.

For distance contracts, the trader should provide information on the payment and delivery terms, including environmentally friendly delivery options where applicable, performance, the time by which the trader undertakes to deliver the goods or to perform the services and, where applicable, the traders complaint handling policy.

Harmonised notice and harmonised label

To ensure that consumers are well informed and can easily understand their rights throughout the Union, a harmonised notice and a harmonised label should be used for the provision of information.

Their layout and content will be specified by implementing acts. The harmonised notice and the harmonised label must be easily recognisable and understandable for consumers and easy to use and reproduce for professionals.

Misleading commercial practices in all circumstances

The amended text added new practices to the existing blacklist of unfair commercial practices prohibited in all circumstances, such as:

- making an environmental claim about the entire product or the traders entire business when it concerns only a certain aspect of the product or a specific activity of the traders business;
- claiming, based on the offsetting of greenhouse gas emissions, that a product has a neutral, reduced or positive impact on the environment in terms of greenhouse gas emissions;
- presenting a software update as necessary when it only enhances functionality features;
- any commercial communication in relation to a good containing a feature introduced to limit its durability despite information on the feature and its effects on the durability of the good being available to the trader;
- falsely claiming that under normal conditions of use a good has a certain durability in terms of usage time or intensity;
- withholding information concerning the impairment of the functionality of a good when consumables, spare parts or accessories not supplied by the original producer are used, or falsely claiming that such impairment will happen.

Member States will have 24 months to transpose this amending Directive and should apply those measures from 30 months from the date of its entry into force.

Transparency				
GOZI Sandro	Shadow rapporteur	IMCO	27/06/2023	eBay EU liaison office
GALLÉE Malte	Shadow rapporteur for	ENVI	23/02/2023	Safe Food Advocacy Europe (SAFE)

	opinion			
CAVAZZINI Anna	Committee chair	IMCO	08/02/2023	ClientEarth AISBL
BORZAN Biljana	Rapporteur	IMCO	22/11/2022	Toy Industries of Europe
BORZAN Biljana	Rapporteur	IMCO	10/11/2022	International Capital Market Association
BORZAN Biljana	Rapporteur	IMCO	03/11/2022	Amazon Europe Core SARL
BORZAN Biljana	Rapporteur	IMCO	03/11/2022	Safe Food Advocacy Europe
BORZAN Biljana	Rapporteur	IMCO	03/11/2022	EuroCommerce
BORZAN Biljana	Rapporteur	IMCO	03/11/2022	Ecommerce Europe
BORZAN Biljana	Rapporteur	IMCO	03/11/2022	International Association for Soaps, Detergents and Maintenance Products
BENIFEI Brando	Member	22/03/2023	FoodDrinkEurope	