Procedure file

Basic information

COD - Ordinary legislative procedure (ex-codecision procedure) Directive

Empowering consumers for the green transition


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

Awaiting Parliament's position in 1st reading

Key players

European Parliament

Committee responsible
IMCO Internal Market and Consumer Protection

Rapporteur
BORZAN Biljana
Appointed 03/05/2022

Committee for opinion
ECON Economic and Monetary Affairs
ENVI Environment, Public Health and Food Safety (Associated committee)
JURI Legal Affairs

Rapporteur for opinion
The committee decided not to give an opinion.

Appointed 20/05/2022

NI TÓTH Edina
The committee decided not to give an opinion.
### Key events

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
<th>Reference/Document ID</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>30/03/2022</td>
<td>Legislative proposal published</td>
<td>COM(2022)0143</td>
<td></td>
</tr>
<tr>
<td>07/04/2022</td>
<td>Committee referral announced in Parliament, 1st reading</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15/09/2022</td>
<td>Referral to associated committees announced in Parliament</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28/03/2023</td>
<td>Vote in committee, 1st reading</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31/03/2023</td>
<td>Committee report tabled for plenary, 1st reading</td>
<td>A9-0099/2023</td>
<td></td>
</tr>
<tr>
<td>09/05/2023</td>
<td>Debate in Parliament</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/05/2023</td>
<td>Results of vote in Parliament</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/05/2023</td>
<td>Decision by Parliament, 1st reading</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/05/2023</td>
<td>Matter referred back to the committee responsible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28/11/2023</td>
<td>Approval in committee of the text agreed at 1st reading interinstitutional negotiations</td>
<td>PE756.006 GEDA/A/(2023)006275</td>
<td></td>
</tr>
</tbody>
</table>

### Forecasts

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>17/01/2024</td>
<td>Vote in plenary scheduled</td>
</tr>
</tbody>
</table>

### Technical information

- **Procedure reference**: 2022/0092(COD)
- **Procedure type**: COD - Ordinary legislative procedure (ex-codecision procedure)
- **Procedure subtype**: Legislation
- **Legislative instrument**: Directive
- **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**: Awaiting Parliament's position in 1st reading
- **Committee dossier**: IMCO/9/08757

### Documentation gateway

- **Legislative proposal**: COM(2022)0143
Empowering consumers for the green transition

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


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.


(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
Members proposed to include a new Annex to the proposed Directive. Annex Z should contain the content and format of the label. The label

Annex Z and labelling

provided for under the applicable national law.

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

ordering them, and the availability of a user and repair manual, as well as the availability of diagnosis and repair tools and services.

including the minimum period, after the purchase of the good, during which spare parts and accessories are available, the procedure of

- information provided by the producer about the availability and maximum price expected of the spare parts necessary to repair goods,

producer makes such information available for which the updates should be provided;

- presenting software updates, which covers, as a minimum, the period as provided for in Union law and its voluntary extension, where the

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


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
Annex Z and labelling

Annex Z and labelling provided for under the applicable national law.

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 indicated on the label referred to in Annex Z. Under this option, traders should ensure that the label is accompanied by a reminder 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, nature's friend, natural, animal-friendly, cruelty-free, sustainable, ecological, environmentally correct, climate friendly, gentle on the environment, deforestation-free, carbon friendly, climate neutral, energy efficient, biodegradable, plastic neutral, plastic-free, biobased, etc.

- claiming, based on carbon offsetting, that a product has a neutral, reduced, compensated or positive greenhouse gas emissions impact on the environment;

- making an environmental claim which cannot be substantiated in accordance with legal requirements;

- making the procedure of terminating a service significantly more burdensome than signing up to it;

- any marketing of a good as being identical or seemingly identical to the other good marketed in one or various Member States, while those goods have different composition or characteristics which have not been clearly marked on the packaging, so as to be visible to the consumer;

- omitting to inform the consumer in a clear and understandable manner that the functionality update is not necessary to keep the product in conformity;

- introducing a feature to limit the durability of a good;

- marketing a good without fixing a design issue, within a reasonable time after it became known, thus leading to the early failure of that good;

- marketing a good which does not allow repair in accordance with legal requirements or failing to inform the consumer that a good is not repairable;

- omitting to inform the consumer about the unavailability of spare parts and other repair restrictions;

- omitting to inform the consumer that the trader will refuse to repair a product that has previously been repaired by an independent professional, a non-professional or a user;

- marketing a good that requires replacing the consumables earlier than necessary for technical reasons;

- the fact that the same producer or trader offering the same product with disadvantageous terms or a shorter period of commercial guarantee in one or more Member States resulting in a disadvantageous situation for consumers;

- marketing a good which is not compliant with the requirements under Union product legislation.

<table>
<thead>
<tr>
<th>Transparency</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>GOZI Sandro</td>
<td>Shadow rapporteur</td>
</tr>
<tr>
<td>GALLÉE Malte</td>
<td>Shadow rapporteur for opinion</td>
</tr>
<tr>
<td>CAVAZZINI Anna</td>
<td>Committee chair</td>
</tr>
<tr>
<td>BORZAN Biljana</td>
<td>Rapporteur</td>
</tr>
<tr>
<td>BORZAN Biljana</td>
<td>Rapporteur</td>
</tr>
<tr>
<td>BORZAN Biljana</td>
<td>Rapporteur</td>
</tr>
<tr>
<td>BORZAN Biljana</td>
<td>Rapporteur</td>
</tr>
<tr>
<td>BORZAN Biljana</td>
<td>Rapporteur</td>
</tr>
<tr>
<td>BORZAN Biljana</td>
<td>Rapporteur</td>
</tr>
<tr>
<td>BORZAN Biljana</td>
<td>Rapporteur</td>
</tr>
<tr>
<td>BENIFEI</td>
<td>Member</td>
</tr>
<tr>
<td>--------------</td>
<td>--------</td>
</tr>
<tr>
<td>Brando</td>
<td></td>
</tr>
</tbody>
</table>