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From: General Secretariat of the Council

To: Delegations

Subject: Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (Text with EEA relevance)

- 4-colum table

Delegations will find attached the 4-colum document, ahead of the interinstitutional negotiations.

Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (Text with EEA relevance)

2023/0083(COD)

DRAFT [CNS mandate]

24-11-2023 at 17h33

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Formula				
1	2023/0083 (COD)	2023/0083 (COD)	2023/0083 (COD)	
Proposal Title				
2	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (Text with EEA relevance)	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (Text with EEA relevance)	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (Text with EEA relevance)	
Formula				
3	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	

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Citation 1				
4	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	
Citation 2				
5	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,	
Citation 3				
6	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,	
Citation 4				
7	Having regard to the opinion of the European Economic and Social Committee ¹ , <u>1. OC J [...]</u>	Having regard to the opinion of the European Economic and Social Committee ¹ , <u>1. OC J [...]</u>	Having regard to the opinion of the European Economic and Social Committee ¹ , <u>1. OC J [...]</u>	
Citation 5				
8				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>Acting in accordance with the ordinary legislative procedure¹,</p> <p>1. Position of the European Parliament of [...] (not yet published in the Official Journal) and decision of the Council of [...].</p>	<p>Acting in accordance with the ordinary legislative procedure¹,</p> <p>1. Position of the European Parliament of [...] (not yet published in the Official Journal) and decision of the Council of [...].</p>	<p>Acting in accordance with the ordinary legislative procedure¹,</p> <p>1. Position of the European Parliament of [...] (not yet published in the Official Journal) and decision of the Council of [...].</p>	
Formula				
9	Whereas:	Whereas:	Whereas:	
Recital 1				
10	<p>(1) Directive (EU) 2019/771 of the European Parliament and of the Council¹ pursues the objective of improving the functioning of the internal market, while achieving a high level of consumer protection. In the context of the green transition, this Directive pursues the objective of improving the functioning of the internal market, while promoting more sustainable consumption, and thereby complements the objective pursued by Directive (EU) 2019/771.</p> <p>1. 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</p>	<p>(1) Directive (EU) 2019/771 of the European Parliament and of the Council¹ pursues the objective of improving the functioning of the internal market, while achieving a high level of consumer protection <i>as well as increased circularity within the economy</i>. In the context of the green transition, this Directive pursues the objective of improving the functioning of the internal market, while promoting more sustainable consumption, and thereby complements the objective pursued by Directive (EU) 2019/771.</p> <p>1. Directive (EU) 2019/771 of the European Parliament and of the Council of</p>	<p>(1) Directive (EU) 2019/771 of the European Parliament and of the Council¹ pursues the objective of improving the functioning of the internal market, while achieving a high level of consumer protection. In the context of the green transition, this Directive pursues the objective of improving the functioning of the internal market, while promoting more sustainable consumption, and thereby complements the objective pursued by Directive (EU) 2019/771.</p> <p>1. 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—</p>	

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	Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).	20 May 2019 on the 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).	and Directive 2009/22/EC , and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).	
Recital 2				
11	(2) In order to achieve these objectives, and in particular to facilitate cross-border provision of services and competition among repairers of goods purchased by consumers in the internal market, it is necessary to lay down uniform rules promoting the repair of goods purchased by consumers within and beyond the liability of the seller established by Directive (EU) 2019/771. Member States have already taken or are considering to introduce rules promoting repair and reuse of goods purchased by consumers outside the existing liability of the seller established by Directive (EU) 2019/771. Differing mandatory national rules in this area constitute actual or potential obstacles to the functioning of the internal market, adversely affecting cross-border transactions of economic operators acting on that	(2) In order to achieve these objectives, and in particular to facilitate cross-border provision of services and competition among repairers of goods purchased by consumers in the internal market, it is necessary to lay down uniform rules promoting the repair of goods purchased by consumers within and beyond the liability of the seller established by Directive (EU) 2019/771. Member States have already taken or are considering to introduce rules promoting repair and reuse of goods purchased by consumers outside the existing liability of the seller established by Directive (EU) 2019/771. Differing mandatory national rules in this area constitute actual or potential obstacles to the functioning of the internal market, adversely affecting cross-border transactions of economic operators acting on that	(2) In order to achieve these objectives, and in particular to facilitate cross-border provision of services and competition among repairers of goods purchased by consumers in the internal market, it is necessary to lay down uniform rules promoting the repair of goods purchased by consumers within and beyond the liability of the seller established by Directive (EU) 2019/771. Member States have already taken or are considering to introduce rules promoting repair and reuse of goods purchased by consumers outside the existing liability of the seller established by Directive (EU) 2019/771. Differing mandatory national rules in this area constitute actual or potential obstacles to the functioning of the internal market, adversely affecting cross-border transactions of economic operators acting on that	

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	<p>market. Those operators may have to adapt their services to comply with the different mandatory national rules and may be faced with additional transaction costs for obtaining the necessary legal advice on the requirements of the law of the Member State of the consumer's habitual residence, when applicable pursuant to Regulation (EC) 593/2008 of the European Parliament and of the Council¹, and to adapt their contracts for the provision of repair services accordingly. This will affect, in particular, small and medium sized enterprises, mostly represented in the repair sector. Legal fragmentation may also negatively affect consumer confidence in cross-border repair due to uncertainties regarding factors which are important for the decision to repair goods.</p> <p>¹ Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).</p>	<p>market. Those operators may have to adapt their services to comply with the different mandatory national rules and may be faced with additional transaction costs for obtaining the necessary legal advice on the requirements of the law of the Member State of the consumer's habitual residence, when applicable pursuant to Regulation (EC) 593/2008 of the European Parliament and of the Council¹, and to adapt their contracts for the provision of repair services accordingly. This will affect, in particular, small and medium sized enterprises, mostly represented in the repair sector. Legal fragmentation may also negatively affect consumer confidence in cross-border repair due to uncertainties regarding factors which are important for the decision to repair goods.</p> <p>¹ Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).</p>	<p>market. Those operators may have to adapt their services to comply with the different mandatory national rules and may be faced with additional transaction costs for obtaining the necessary legal advice on the requirements of the law of the Member State of the consumer's habitual residence, when applicable pursuant to Regulation (EC) 593/2008 of the European Parliament and of the Council¹, and to adapt their contracts for the provision of repair services accordingly. This will affect, in particular, small and medium sized enterprises, mostly represented in the repair sector. Legal fragmentation may also negatively affect consumer confidence in cross-border repair due to uncertainties regarding factors which are important for the decision to repair goods.</p> <p>¹ Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).</p>	
Recital 3				
12	(3) In order to reduce premature	(3) In order to reduce premature	(3) In order to reduce premature	

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	<p>disposal of viable goods purchased by consumers and to encourage consumers to use their goods longer, it is necessary to set out rules on repair of such goods. Repair should result in more sustainable consumption, since it is likely to generate less waste caused by discarded goods, less demand for resources, including energy, caused by the process of manufacturing and sale of new goods replacing defective goods, as well as less greenhouse gas emissions. This Directive promotes sustainable consumption in view of achieving benefits for the environment while also producing benefits for consumers by avoiding costs associated with new purchases in the short term.</p>	<p>disposal of viable goods purchased by consumers and to encourage consumers to use their goods longer, it is necessary to set out rules on <u>strengthen consumers' right to</u> repair, <u>whereby consumers can seek quality and affordable repair from the provider of their choice of such goods</u>. Repair should result in more sustainable consumption, <u>respectful of planetary boundaries</u> since it is likely to generate less waste caused by discarded goods, less demand for resources, including energy, caused by the process of manufacturing and sale of new goods replacing defective goods, as well as less greenhouse gas emissions. This Directive promotes sustainable consumption in view of achieving benefits for the environment, <u>by promoting a life cycle of products which include re-use, repair and refurbishment</u>, while also producing benefits for consumers by avoiding costs associated with new purchases in the short term.</p>	<p>disposal of viable goods purchased by consumers and to encourage consumers to use their goods longer, it is necessary to set out rules on repair of such goods. Repair should result in more sustainable consumption, since it is likely to generate less waste caused by discarded goods, less demand for resources, including energy, caused by the process of manufacturing and sale of new goods replacing defective goods, as well as less greenhouse gas emissions. This Directive promotes sustainable consumption in view of achieving benefits for the environment while also producing benefits for consumers by avoiding costs associated with new purchases in the short term.</p>	
Recital 4				
13	(4) Regulation (EU)... of the	(4) Regulation (EU)... of the	(4) Regulation (EU)... of the	

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	<p>European Parliament and of the Council [on the Ecodesign Sustainable Products] lays down, in particular, supply-side requirements pursuing the objective of more sustainable product design at the production phase. Directive (EU)... of the European Parliament and of the Council [on Empowering consumers for the green transition] lays down demand-side requirements ensuring the provision of better information on durability and reparability of goods at the point of sale, which should enable consumers to make informed sustainable purchasing decisions. This Directive complements those supply-side and demand-side requirements, by promoting repair and reuse in the after-sales phase both within and outside the liability of the seller established by Directive (EU) 2019/771. This Directive thus pursues the objectives, in the context of the European Green Deal, of promoting a more sustainable consumption, a circular economy and the green transition.</p>	<p>European Parliament and of the Council [on the Ecodesign Sustainable Products] lays down, in particular, supply-side requirements pursuing the objective of more sustainable product design at the production phase. Directive (EU)... of the European Parliament and of the Council [on Empowering consumers for the green transition] lays down demand-side requirements ensuring the provision of better information on durability and reparability of goods at the point of sale, which should enable consumers to make informed sustainable purchasing decisions. This Directive complements those supply-side and demand-side requirements, by promoting repair and reuse in the after-sales phase both within and outside the liability of the seller established by Directive (EU) 2019/771. This Directive thus pursues the objectives, in the context of the European Green Deal, of promoting a more sustainable consumption, a circular economy and the green transition.</p>	<p>European Parliament and of the Council [on the Ecodesign Sustainable Products] lays down, in particular, supply-side requirements pursuing the objective of more sustainable product design at the production phase. Directive (EU)... of the European Parliament and of the Council– [on Empowering consumers for the green transition] lays down demand-side requirements ensuring the provision of better information on durability and reparability of goods at the point of sale, which should enable consumers to make informed sustainable purchasing decisions. This Directive complements those supply-side and demand-side requirements, by promoting repair and reuse in the after-sales phase both within and outside the liability of the seller. In addition, Article 13 of established by Directive (EU) 2019/771 is amended to promote repair within the liability of the seller. This Directive thus pursues the objectives, in the context of the European Green Deal, of promoting a more sustainable consumption, a circular economy and the green transition.</p>	

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Recital 4a				
13a		<p><u><i>(4a) Consumer behaviour consists of a wide variety of aspects. When choosing between repair and purchase of a new product, decision criteria, such as economic convenience, durability, availability and proximity of a repair service, and the time required for a repair play a key role. Various obstacles might also prevent consumers from option for repair, such as the unavailability of information on reparability of a product when purchasing a good, lack of access to spare parts, lack of information on repair services, and costs of repair. In addition to the provisions laid down in this Directive, awareness-raising measures to promote a culture of repair, the improvement of consumers' knowledge on proper maintenance and care of products and knowledge of their existing rights including in terms of legal guarantee, as well as financial incentives for consumers, producers and repairers should be equivalently promoted and</i></u></p>		

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		<u>fostered.</u>		
Recital 5				
14	(5) This Directive should not affect the freedom of Member States to regulate aspects of contracts for the provision of repair services other than those harmonised in Union law.	(5) This Directive should not affect the freedom of Member States to regulate aspects of contracts for the provision of repair services other than those harmonised in Union law.	(5) This Directive should not affect the freedom of Member States to regulate aspects of contracts for the provision of repair services other than those harmonised in Union law. This Directive shall not affect either the freedom of Member States to regulate aspects of general contract law, such as rules on the formation, validity, nullity or effects of contracts, including the consequences of the termination of a contract, in so far as they are not regulated in this Directive, or the right to damages. This Directive is without prejudice to Regulation (EU) 2023/988¹ of the European Parliament and the Council, in particular in the case of a product safety recall. ¹ Regulation (EU) 2023/988 of the European Parliament and of the Council of 10 May 2023 on general product safety (OJ L 135, 23.5.2023, p. 1–51).	
Recital 5a				
14a				

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			(5a) Member States remain free, where compatible with the obligations laid down in this Directive and other applicable Union law, to maintain or introduce provisions on other aspects of promoting the repair of goods which can complement the rules set in this Directive, for example regarding commercial guarantees, the existence of repair service centers or finance incentives to repair.	
Recital 5b				
14b			(5b) In order to fully exploit the benefits of this Directive, it should apply to all goods. However, the provisions concerning the obligations to repair and to inform as specified in this Directive should only apply to goods for which repairability requirements are provided for by Union legal acts, in order to strengthen consumer protection for specific categories of products.	
Recital 6				
15				

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	(6) Reparability requirements should comprise all requirements under Union legal acts which ensure that goods can be repaired, including but not limited to requirements under the ecodesign framework referred to in Regulation [on the Ecodesign for Sustainable Products], to cover a broad range of products as well as future developments in any other field of Union law.	(6) Reparability requirements should comprise all requirements under Union legal acts which ensure that goods can be repaired, including but not limited to requirements under the ecodesign framework referred to in Regulation [on the Ecodesign for Sustainable Products], to cover a broad range of products as well as future developments <i>in any other field of Union law.</i>	(6) Reparability requirements should comprise all requirements under Union legal acts which ensure that goods can be repaired, including but not limited to requirements under the ecodesign framework referred to in Regulation [on the Ecodesign for Sustainable Products], to cover a broad range of products as well as future developments in any other field of Union law.	
Recital 7				
16	(7) In order to help consumers identify and choose suitable repair services, consumers should receive key information on repair services. The European Repair Information Form should lay down key parameters that influence consumer decisions when considering whether to repair defective goods. This Directive should set out a model standardised format. A standardised format for presenting repair services should allow consumers to assess and easily compare repair services. Such standardised format should also facilitate the process of providing information on repair services, in	(7) In order to help consumers identify and choose suitable repair services, consumers should receive key information on repair services. The European Repair Information Form should lay down key parameters that influence consumer decisions when considering whether to repair defective goods. This Directive should set out a model standardised format. A standardised format for presenting repair services should allow consumers to assess and easily compare repair services. Such standardised format should also facilitate the process of providing information on repair services, in	(7) In order to help consumers identify and choose suitable repair services, consumers should receive key information on repair services. The European Repair Information Form should lay down key parameters that influence consumer decisions when considering whether to repair defective goods. This Directive should set out a model standardised format formatform . A standardised formatform for presenting repair services should allow consumers to assess and easily compare repair services. Such standardised formatform should also facilitate the process of providing information on repair	

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	<p>particular for micro, small and medium sized businesses providing repair services. In order to avoid additional burdens due to overlapping pre-contractual information requirements, a repairer should be deemed to have fulfilled corresponding information requirements of relevant EU legal acts, where applicable, if the European Repair Information Form has been filled in correctly and provided to the consumer. Information in the European Repair Information Form should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882¹.</p> <p><small>1. 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).</small></p>	<p>particular for micro, small and medium sized businesses providing repair services. In order to avoid additional burdens due to overlapping pre-contractual information requirements, a repairer should be deemed to have fulfilled corresponding information requirements of relevant EU legal acts, where applicable, if the European Repair Information Form has been filled in correctly and provided to the consumer. Information in the European Repair Information Form should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882¹.</p> <p><small>1. 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).</small></p>	<p>services, in particular for micro, small and medium sized businesses providing repair services. In order to avoid additional burdens due to overlapping pre-contractual information requirements, a repairer should be deemed to have fulfilled corresponding information requirements of relevant EU legal acts, where applicable, if the European Repair Information Form has been filled in correctly and provided to the consumer. In addition to the mandatory conditions that should be specified on the European Repair Information Form, as a competitive advantage, the repairers should be able to voluntarily provide supplementary information for the consumer, such as applicable voluntary European or national repair quality standards or the possibility of deducting the possible costs for identifying the nature of the defect and the type of repair. Information in the European Repair Information Form should be provided to consumers in a clear and comprehensible manner and in line with the accessibility</p>	

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			<p>requirements of Directive 2019/882¹.</p> <p>¹ 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).</p>	
Recital 8				
17	<p>(8) The consumer's free choice to decide by whom to have its goods repaired should be facilitated by requesting the European Repair Information Form not only from the producer, but also from the seller of the goods concerned or from independent repairers, where applicable. Repairers should provide the European Repair Information Form only where the consumer requests that form and the repairer intends to provide the repair service or it is obliged to repair. A consumer may also choose not to request the European Repair Information Form and to conclude a contract for the provision of repair services with a repairer pursuant to pre-contractual information provided by other means in accordance with Directive 2011/83/EU of the</p>	<p>(8) The consumer's free choice to decide by whom to have its goods repaired should be facilitated by <i>requesting a voluntary provision of</i> the European Repair Information Form not only <i>from by</i> the producer, but also from the seller of the goods concerned or from independent repairers, where applicable. Repairers should provide the European Repair Information Form only <i>where the consumer requests that form and the repairer intends to provide the repair service or it is obliged to repair voluntarily</i>. A consumer may also <i>choose not to request the European Repair Information Form and to</i> conclude a contract for the provision of repair services with a repairer pursuant to pre-contractual information provided by other means in accordance with</p>	<p>(8) The consumer's free choice to decide by whom to have its goods repaired should be facilitated by requesting the European Manufacturers, authorised representatives, importers or distributors who have an obligation to repair Information Form not only from the producer, but also from the seller of the goods concerned or from independent repairers, and, where applicable. Repairers, subcontractors, should provide the European Repair Information Form only whereupon the consumer's request. Other repairers can also requests that form and the repairer intends to provide the European Repair service or it is obliged to repair. A Information Form voluntarily, or when the consumer may also</p>	

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	<p>European Parliament and the Council.¹</p> <p><u>1. 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 (Text with EEA relevance) (OJ L 304, 22.11.2011, p. 64–88).</u></p>	<p>Directive 2011/83/EU of the European Parliament and the Council.¹</p> <p><u>1. 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 (Text with EEA relevance) (OJ L 304, 22.11.2011, p. 64–88).</u></p>	<p>choose not to requestrequests it. The European Repair Information Form and to conclude a contract for the provision of repair services with a repairer pursuant to pre-contractual information provided by other means in accordance with Directive 2011/83/EU of the European Parliament and the Councilshould be provided within a reasonable period of time, which should correspond to the shortest possible time necessary.[†]</p> <p><u>†. 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 (Text with EEA relevance) (OJ L 304, 22.11.2011, p. 64–88).</u></p>	
Recital 9				
18	<p>(9) There are situations in which a repairer incurs costs necessary for providing the information on repair and price included in the European Repair Information Form. For instance, the repairer may need to</p>	<p>(9) There are situations in which a repairer incurs costs necessary for providing the information on repair and price included in the European Repair Information Form. For instance,<u>Charging those costs</u></p>	<p>(9) There are situations in which a repairer incurs costs necessary for providing the information on repair and price included in the European Repair Information Form. For instance, the repairer may need to</p>	

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	<p>inspect the goods to be able to determine the defect or type of repair that is necessary, including the need for spare parts, and to estimate the repair price. In these cases, a repairer may only request a consumer to pay the costs that are necessary for providing the information included in the European Repair Information Form. In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about such costs before the consumer requests the provision of the European Repair Information Form. Consumers may refrain from requesting the European Repair Information Form where they consider that the costs for obtaining that form are too high.</p>	<p><i>should be limited to cases where</i> the repairer may need to inspect the goods to be able to determine the defect or type of repair that is necessary, including the need for spare parts, and to estimate the repair price. In these cases, a repairer may only request a consumer to pay the costs that are necessary for providing the<i>this</i> information included in the European Repair Information Form. <i>These costs must in no way constitute an obstacle to the rest of the repair process nor have a dissuasive effect on the repair in general.</i> In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about such costs before the consumer requests the provision of the European Repair Information Form. Consumers may refrain from requesting<i>receiving</i> the European Repair Information Form where they consider that the costs for obtaining that form are too high.</p>	<p>inspectThe European Repair Information Form should be provided free of charge. However, there are situations in which a repairer needs to perform a diagnostic service, i.e. inspecting the goods to be able to determineidentify the nature of the defect or the type of repair. In that case the repairer should be able to request the consumer to pay the necessary costs that is necessary, including the need for spare parts, and to estimate the repair price. In these cases, a repairer may only request a consumer to pay theincurs, including labour or transportation costs. Such costs that are necessary for providing the information included in the European Repair Information Form should be reasonable and proportionate to the real cost of the diagnostic service. In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about such costs before the consumerrequests diagnostic service takes place and before the provision of the European Repair Information Form. Consumers may refrain from</p>	

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			requesting the diagnostic service and the European Repair Information Form where they consider that the costs for obtaining that form the diagnostic service are too high. If the consumer chooses to have the product repaired, the repairer should be able to deduct such costs from the price of the repair. This is without prejudice to Member States' rules on mandatory deduction of such costs. The deduction could be communicated through the European Repair Information Form.	
Recital 10				
19	(10) Repairers should not alter the conditions of repair that they provide in the European Repair Information Form, including on the price for repair, for a certain period of time. This ensures that consumers are given sufficient time to compare different repair offers. In order to safeguard as much as possible the contractual freedom for repairers other than producers of goods for whom an obligation to repair applies, to be able to decide	(10) Repairers should not alter the conditions of repair that they provide in the European Repair Information Form, including on the price for repair, for a certain period of time. This ensures that consumers are given sufficient time to compare different repair offers. In order to safeguard as much as possible the contractual freedom for repairers other than producers of goods for whom an obligation to repair applies, to be able to decide	(10) Repairers should not alter the conditions of repair that they provide in the European Repair Information Form, including on the price for repair, for a certain minimum period of time. This ensures that consumers are given sufficient time to compare different repair offers. In order to safeguard as much as possible the contractual freedom for repairers other than producers of goods for whom an obligation to repair	

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	<p>whether to conclude a contract for the provision of repair services at all, repairers should remain free to decide not to conclude such a contract, including in situations where they have provided the European Repair Information Form. If a contract for the provision of repair services is concluded based on the European Repair Information Form, the information on conditions of repair and price contained in that form should constitute an integral part of the contract for the provision of repair services, thereby defining the repairer's obligations under that contract. Non-compliance with those contractual obligations is governed by the applicable national law.</p>	<p>whether to conclude a contract for the provision of repair services at all, repairers should remain free to decide not to conclude such a contract, including in situations where they have provided the European Repair Information Form. If a contract for the provision of repair services is concluded based on the European Repair Information Form, the information on conditions of repair and price contained in that form should constitute an integral part of the contract for the provision of repair services, thereby defining the repairer's obligations under that contract. Non-compliance with those contractual obligations is governed by the applicable national law.</p>	<p>applies, to 30 calendar days. However, the repairer and the consumer should be able to decide whether to conclude a contract for the provision of repair services at all, repairers should remain free to decide not to conclude such a contract, including in situations where they have provided the European agree on a longer period. This ensures that consumers are given sufficient time to compare different repair Information Formoffers. If a contract for the provision of repair services is concluded based on the European Repair Information Form, the information on conditions of repair and price contained in that form should constitute an integral part of the contract for the provision of repair services, thereby defining the repairer's obligations under that contract. Non-compliance with those contractual obligations is governed by the applicable national law.</p>	
Recital 10a				
19a			(10a) In order to safeguard the obligation to repair,	

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			manufacturers, authorised representatives, importers or distributors and, where applicable, subcontractors, should be obliged to repair if the consumer accepts the conditions provided in the European Repair Information Form. Member States should provide for proportionate and effective remedies for consumers where the repairer does not perform the repair service after the consumer accepted the European Repair Information Form provided by the repairer. Such remedies can include a reimbursement of the cost paid for the diagnostic service.	
Recital 11				
20	(11) Directive (EU) 2019/771 imposes an obligation on sellers to repair goods in the event of a lack of conformity which existed at the time that the goods were delivered and which becomes apparent within the liability period. Under that Directive, consumers are not entitled to have defects repaired which fall outside that obligation. As a consequence, a large number	(11) Directive (EU) 2019/771 imposes an obligation on sellers to repair goods in the event of a lack of conformity which existed at the time that the goods were delivered and which becomes apparent within the liability period. Under that Directive, consumers are not entitled to have defects repaired which fall outside that obligation. As a consequence, a large number	(11) Directive (EU) 2019/771 imposes an obligation on sellers to repair goods in the event of a lack of conformity which existed at the time that the goods were delivered and which becomes apparent within the liability period. Under that Directive, consumers are not entitled to have defects repaired which fall outside that obligation. As a consequence, a large number	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>of defective, but otherwise viable, goods are prematurely discarded. In order to encourage consumers to repair their good in such situations, this Directive should impose an obligation on producers to repair goods to which reparability requirements imposed by Union legal acts apply. That repair obligation should be imposed, upon the consumer's request, on the producers of such goods, since they are the addressees of those reparability requirements. That obligation should apply to producers established both inside and outside the Union in relation to goods placed on the Union market.</p>	<p>of defective, but otherwise viable, goods are prematurely discarded. In order to encourage consumers to repair their good in such situations, this Directive should impose an obligation on producers to repair goods to which reparability requirements imposed by Union legal acts apply <u>that are listed in Annex II to this Directive</u>. That repair obligation should be imposed, upon the consumer's request, on the producers of such goods, since they are the addressees of those reparability requirements. That obligation should apply to producers established both inside and outside the Union in relation to goods placed on the Union market. <u>However, the obligation for repair should be proportionate and take into account the availability of spare parts for the lifetime of the product. Spare parts should at least be made available for the time period set out in Union acts. Furthermore, this Directive should not put into question the economic freedom of choice for producers to stop manufacturing a product.</u></p>	<p>of defective, but otherwise viable, goods are prematurely discarded. In order to encourage consumers to repair their good in such situations, this Directive should impose an obligation on producersmanufacturers to repair goods to which reparability requirements imposed by Union legal acts apply. That repair obligation should be imposed, upon the consumer's request, on the producersmanufacturers of such goods, since they are the addressees of those reparability requirements. That obligation should apply to producersmanufacturers established both inside and outside the Union in relation to goods placed on the Union market.</p>	
Recital 12				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
21	<p>(12) Since the obligation to repair imposed on producers under this Directive covers defects that are not due to the non-conformity of the goods with a sales contract, producers may provide repair against a price paid by the consumer, against another kind of consideration, or for free. The charging of a price should encourage producers to develop sustainable business models, including the provision of repair services. Such a price may take into account, for instance, labour costs, costs for spare parts, costs for operating the repair facility and a customary margin. The price for and the conditions of repair should be agreed in a contract between the consumer and the producer and the consumer should remain free to decide whether that price and those conditions are acceptable. The need for such a contract and the competitive pressure from other repairers should encourage producers who are obliged to repair to keep the price acceptable for the consumer. The repair obligation may also be performed for free when the defect is covered by a commercial guarantee, for</p>	<p>(12) Since the obligation to repair imposed on producers under this Directive covers defects that are not due to the non-conformity of the goods with a sales contract, producers may provide repair against a price paid by the consumer, against another kind of consideration, or for free. The charging of a price should encourage producers to develop sustainable business models, including the provision of repair services. Such a price may take into account, for instance, labour costs, costs for spare parts, costs for operating the repair facility and a customary margin. <u><i>For cases where those costs cannot be estimated prior to the repair, information on maximum expected price should be delivered to consumers.</i></u> The price for and the conditions of repair should be agreed in a contract between the consumer and the producer and the consumer should remain free to decide whether that price and those conditions are acceptable. The need for such a contract and the competitive pressure from other repairers should encourage producers who are obliged to repair</p>	<p>(12) Since the obligation to repair imposed on producersmanufacturers under this Directive covers defects that are not due to the non-conformity of the goods with a sales contract, producersmanufacturers may provide repair againstfor a price paid by the consumer, against another kind of consideration, or for free. The charging of a price should encourage producersmanufacturers to develop sustainable business models, including the provision of repair services. Such a price may take into account, for instance, labour costs, costs for spare parts, costs for operating the repair facility and a customary margin. The price should be reasonable meaning it should be set in such a way that consumers are not intentionally deterred from benefitting from the manufacturers' obligation to repair. The price for and the conditions of repair should be agreed in a contract between the consumer and the producermanufacturer and the consumer should remain free to decide whether that price and those</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	instance, in relation to guaranteed durability of goods.	to keep the price acceptable for the consumer. The repair obligation may also be performed for free when the defect is covered by a commercial guarantee, for instance, in relation to guaranteed durability of goods. <u>To incentivise consumers to have their product repaired outside of the legal guarantee, a producer may offer a loan of a replacement or refurbished good for the duration of the repair, which is expected to be returned once the consumer receives the repaired good.</u>	conditions are acceptable. The need for such a contract and the competitive pressure from other repairers should encourage producers manufacturers who are obliged to repair to keep the price acceptable for the consumer. The repair obligation may also be performed for free when the defect is covered by a commercial guarantee, for instance, in relation to guaranteed durability of goods.	
Recital 13				
22	(13) Producers may fulfil their obligation to repair by sub-contracting repair, for instance, if the producer does not have the repair infrastructure or if repair can be carried out by a repairer located closer to the consumer, among others where the producer is established outside the Union.	(13) Producers may fulfil their obligation to repair by sub-contracting repair, for instance, if the producer does not have the repair infrastructure. <u>To prevent unnecessary shipping costs and emissions, the repair should be carried out as close as possible to the consumer. Thus, the or if repair can be carried out by a repairer located closer to the consumer, among others <u>in particular in those instances</u> where the producer is established outside the Union.</u>	(13) Producers Manufacturers and, where applicable, authorised representatives, importers and distributors, may fulfil their obligation to repair by sub-contracting repair, for instance, if the producer does they do not have the repair infrastructure or if repair can be carried out by a repairer located closer to the consumer. However, they should remain liable for the obligation to repair, among others where the producer is established outside the Union.	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Recital 14				
23	<p>(14) The requirements laid down in delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council¹, according to which producers should provide access to spare parts, repair and maintenance information or any repair related software tools, firmware or similar auxiliary means, apply. Those requirements ensure the technical feasibility of repair, not only by the producer, but also by other repairers. As a consequence, the consumer can select a repairer of its choice.</p> <p>¹ 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 (recast) (Text with EEA relevance) (OJ L 285, 31.10.2009, p. 10–35).</p>	<p>(14) The requirements laid down in delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council¹, according to which producers should provide access to spare parts, repair and maintenance information or any repair related software tools, firmware or similar auxiliary means, apply. Those requirements ensure the technical feasibility of repair, not only by the producer, but also by other repairers. <i>As a consequence, the consumer can select <u>To complement those measures, access for independent repairers, remanufacturers, refurbishers and end-users to all spare parts, all related information and tools, including diagnostic tools, should be provided at a reasonable cost and in a non-discriminatory manner, for a period corresponding to at least the expected lifespan of the product. Consequently, this should ensure</u></i></p>	<p>(14) The requirements laid down in delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council¹, according to which producers should manufacturers are to provide access to spare parts, repair and maintenance information or any repair related software tools, firmware or similar auxiliary means, apply. Those requirements ensure the technical feasibility of repair, not only by the producer manufacturer, but also by other repairers. As a consequence, the repairers and, where applicable, consumers will have access to spare parts and repair-related information and tools in accordance with the Union legal acts and the consumer will have a wider choice of repairers or, where applicable, the possibility to repair by themselves can select a repairer of its choice.</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u><i>competition and benefit consumers with better services and lower prices when selecting a repairer of its choice or where capable, carry out the repair on its own. Complexity and safety of the repair is linked with the type of device. Where it could be reasonably foreseen that the performance of repair by the average consumer could lead to safety hazard or requires advanced tools, the producers should explicitly warn the consumer.</i></u></p> <p>1. 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 (recast) (Text with EEA relevance) (OJ L 285, 31.10.2009, p. 10–35).</p>	<p>1. 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 (recast) (Text with EEA relevance) (OJ L 285, 31.10.2009, p. 10–35).</p>	
Recital 15				
24	(15) The obligation to repair should also be effective in cases where the producer is established outside the Union. In order to enable consumers to turn to an economic operator established within the Union to perform this obligation, this Directive foresees a	(15) The obligation to repair should also be effective in cases where the producer is established outside the Union. In order to enable consumers to turn to an economic operator established within the Union to perform this obligation, this Directive foresees a	(15) The obligation to repair should also be effective in cases where the producer manufacturer is established outside the Union. In order to enable consumers to turn to an economic operator established within the Union to perform this obligation, this	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>sequence of alternative economic operators required to perform the obligation to repair of the producer in such cases. This should enable producers located outside the Union to organise and perform their obligation to repair within the Union.</p>	<p>sequence of alternative economic operators required to perform the obligation to repair of the producer in such cases. <u>Because of their role in the supply chain of goods to consumers, fulfilment service providers should also be covered by this Directive.</u> This should enable <u>prevent situations where no economic operator is established in the Union to fulfil the repair obligation.</u> Producers located <u>established</u> outside the Union to <u>should</u> organise and perform their obligation to repair within the Union.</p>	<p>Directive foresees a sequence of alternative economic operators required to perform the obligation to repair of the producer manufacturer in such cases. This should enable producers manufacturers located outside the Union to organise and perform their obligation to repair within the Union.</p>	
Recital 16				
25	<p>(16) To avoid overburdening producers and to ensure they are able to perform their obligation to repair, that obligation should be limited to those products for which and to the extent any reparability requirements are provided for in Union legal acts. Reparability requirements do not oblige producers to repair defective goods, but ensure that goods are repairable. Such reparability requirements can be laid down in relevant Union legal acts.</p>	<p>(16) To avoid overburdening producers and to ensure they are able to perform their obligation to repair, that obligation should be limited to <u>established for</u> those products for which and to the extent any reparability requirements are provided for in Union legal acts <u>and for other repairable products, including bicycles.</u> Reparability requirements do not oblige producers to repair defective goods, but ensure that goods are repairable. Such</p>	<p>(16) To avoid overburdening producers manufacturers and to ensure they are able to perform their obligation to repair, that obligation should be limited to those products for which and to the extent any reparability requirements are provided for in Union legal acts. Reparability requirements do not oblige producers manufacturers to repair defective goods, but ensure that goods are repairable. Such reparability requirements can be</p>	

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	<p>Examples are delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council¹, which create a framework to improve the environmental sustainability of products. This limitation of the obligation to repair ensures that only those goods which are repairable by design are subject to such obligation. Relevant reparability requirements include design requirements enhancing the ability to disassemble the goods and a range of spare parts to be made available for a minimum period. The obligation to repair corresponds to the scope of the reparability requirements, for instance, ecodesign requirements may apply only to certain components of the goods or a specific period of time may be set to make spare parts available. The obligation to repair under this Directive, which allows the consumer to claim repair directly against the producer in the after-sales phase, complements the supply-side related reparability</p>	<p>reparability requirements can be laid down in relevant Union legal acts. Examples are delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council¹, which create a framework to improve the environmental sustainability of products. This limitation of the obligation to repair ensures that only those goods which are repairable by design are subject to such obligation. Relevant reparability requirements include design requirements enhancing the ability to disassemble the goods and a range of spare parts to be made available for a minimum period. The obligation to repair corresponds to the scope of the reparability requirements, for instance, ecodesign requirements may apply only to certain components of the goods or a specific period of time may be set to make spare parts available. The obligation to repair under this Directive, which allows the consumer to claim repair directly against the producer in the after-</p>	<p>laid down in relevant Union legal acts. Examples are delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council¹, which create a framework to improve the environmental sustainability of products. This limitation of the obligation to repair ensures that only those goods which are repairable by design are subject to such obligation. Relevant reparability requirements include design requirements enhancing the ability to disassemble the goods and a range of spare parts to be made available for a minimum period. The obligation to repair corresponds to the scope of the reparability requirements, for instance, ecodesign requirements may apply only to certain components of the goods or a specific period of time may be set to make spare parts available. The obligation to repair under this Directive, which allows the consumer to claim repair directly against the producermanufacturer in the after-sales phase,</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>requirements laid down in Regulation [on the Ecodesign Sustainable Products], encouraging consumer demand for repair.</p> <p>1. 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 (recast).</p>	<p>sales phase, complements the supply-side related reparability requirements laid down in Regulation [on the Ecodesign Sustainable Products], encouraging consumer demand for repair.</p> <p>1. 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 (recast).</p>	<p>complements the supply-side related reparability requirements laid down in Regulation [on the Ecodesign Sustainable Products], encouraging consumer demand for repair.</p> <p>1. 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 (recast).</p>	
Recital 16a				
25a		<p><u><i>(16a) By 5 years after the entry into force of this Directive, the Commission should carry out an evaluation of this Directive and assess its contribution, and in particular Articles 5, 9a and 12, to the proper functioning of the internal market, the high level of consumer protection and the improvement of the environmental sustainability of products, as well as their impact on businesses, in particular micro, small and medium enterprises. With regards to Article 7 it should evaluate and assess the effectiveness of online platforms for repair based on data from individual Member States, containing information on the</i></u></p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>number of active repair service providers, consumers and the number of transactions performed. The Commission should draw up a report on the main findings and submit it to the European Parliament, the Council, the European Economic and Social Committee, and the Committee of the Regions. Member States should provide the Commission with the information necessary for the preparation of that report. The report should be accompanied, where appropriate, by a legislative proposal.</u></p>		
Recital 17				
26	<p>(17) To ensure legal certainty, this Directive lists in Annex II relevant product groups covered by such reparability requirements under Union legal acts. In order to ensure coherence with future reparability requirements under Union legal acts, the power to adopt acts in accordance with Article 290 of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of in particular adding new product groups to Annex II when</p>	<p>(17) To ensure legal certainty, this Directive lists in Annex II relevant product groups <u>for the repair obligation under this Directive or that are</u> covered by such reparability requirements under Union legal acts <u>as well as other repairable goods, including bicycles</u>. In order to ensure coherence with future reparability requirements under Union legal acts <u>market and legislative developments</u>, the power to adopt acts in accordance with Article 290</p>	<p>(17) To ensure legal certainty, this Directive lists in Annex II relevant product groups covered by such reparability requirements under Union legal acts. In order to ensure coherence with future reparability requirements under Union legal acts, the power to adopt acts in accordance with Article 290 of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of in particular adding new product groups to Annex II when</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>new reparability requirements are adopted. It is of particular importance that the Commission carry out appropriate consultations during its preparatory work, including at expert level, and that those consultations be conducted in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making¹. In particular, to ensure equal participation in the preparation of delegated acts, the European Parliament and the Council should receive all documents at the same time as Member States' experts, and their experts systematically should have access to meetings of Commission expert groups dealing with the preparation of delegated acts.</p> <p>¹. Interinstitutional Agreement between the European Parliament, the Council of the European Union and the European Commission on Better Law-Making (OJ L 213,12.5.2016, p. 1).</p>	<p>of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of in particular adding new product groups to Annex II, <u>for instance</u> when new reparability requirements are adopted. <u>When adding new product groups to the Annex II the Commission should conduct an impact assessment, in particular when the addition is undertaken independent of other acts under Union law</u>. It is of particular importance that the Commission carry out appropriate consultations during its preparatory work, including at expert level, and that those consultations be conducted in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making¹. In particular, to ensure equal participation in the preparation of delegated acts, the European Parliament and the Council should receive all documents at the same time as Member States' experts, and their experts systematically should have access to meetings of Commission expert groups dealing with the preparation of delegated acts.</p>	<p>new reparability requirements are adopted. It is of particular importance that the Commission carry out appropriate consultations during its preparatory work, including at expert level, and that those consultations be conducted in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making¹. In particular, to ensure equal participation in the preparation of delegated acts, the European Parliament and the Council should receive all documents at the same time as Member States' experts, and their experts systematically should have access to meetings of Commission expert groups dealing with the preparation of delegated acts.</p> <p>¹. Interinstitutional Agreement between the European Parliament, the Council of the European Union and the European Commission on Better Law-Making (OJ L 213,12.5.2016, p. 1).</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		1. Interinstitutional Agreement between the European Parliament, the Council of the European Union and the European Commission on Better Law-Making (OJ L 213,12.5.2016, p. 1).		
Recital 18				
27	(18) While this Directive imposes the obligation to repair on the producer, it also facilitates consumer choice of repair services from other repairers. This choice should in particular be facilitated by requesting the European Repair Information Form not only from the producer but also other repairers like the seller or independent repairers or by searching via the online repair platform. As consumers would need to pay for the repair, they are likely to compare repair opportunities in order to choose the most suitable repair services for their needs. Thus, it is likely they approach independent repairers in their proximity or the seller before reaching out to producers which may for instance be located at a greater distance and for which the price could be higher due to transportation costs.	(18) While this Directive imposes the obligation to repair on the producer, it also facilitates consumer choice of repair services from other repairers. This choice should in particular be facilitated by requesting the European Repair Information Form not only from the producer but also other repairers like the seller or independent repairers or by searching via the online repair platform. As consumers would need to pay for the repair, they are likely to compare repair opportunities in order to choose the most suitable repair services for their needs. Thus, it is likely they approach independent repairers in their proximity or the seller before reaching out to producers which may for instance be located at a greater distance and for which the price could be higher due to transportation costs.	(18) While this Directive imposes the obligation to repair on the producer manufacturer , it also facilitates consumer choice of repair services from other repairers. This choice should in particular be facilitated by requesting comparing the European Repair Information Form provided by not only from the producer provided by not only from the manufacturer but also other by repairers like the seller or independent repairers or by searching via the online repair platform. As consumers would need to pay for the repair, they are likely to compare repair opportunities in order to choose the most suitable repair services for their needs. Thus, it is likely they approach independent repairers in their proximity or the seller before reaching out to producers manufacturers which may for instance be located at a greater distance and for which the	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			price could be higher due to transportation costs.	
Recital 19				
28	<p>(19) In line with Directive (EU) 2019/771, a producer should be exempted from the obligation to repair where repair is factually or legally impossible. For example, the producer should not refuse repair for purely economic reasons, such as the costs of spare parts. National law implementing Directive (EU) 2019/771 or the preceding Directive 1999/44/EC of the European Parliament and of the Council¹ is already using the criterion whether repair is impossible and national courts are applying it.</p> <p>¹ Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees (OJ L 171, 7.7.1999, p. 12).</p>	<p>(19) In line with Directive (EU) 2019/771, a producer should be exempted from the obligation to repair where repair is factually or legally impossible. For example, the producer should not refuse repair for purely economic reasons, such as the costs of spare parts. National law implementing Directive (EU) 2019/771 or the preceding Directive 1999/44/EC of the European Parliament and of the Council¹ is already using the criterion whether repair is impossible and national courts are applying it.</p> <p>¹ Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees (OJ L 171, 7.7.1999, p. 12).</p>	<p>(19) In line with Directive (EU) 2019/771, a producermanufacturer should be exempted from the obligation to repair where repair is factually or legally impossible. For example, the producermanufacturer should not refuse repair for purely economic reasons, such as the costs of spare parts, or for the sole reason that a previous repair has been performed by other repairers or, where applicable, by the consumer. National law implementing Directive (EU) 2019/771 or the preceding Directive 1999/44/EC of the European Parliament and of the Council¹ is already using the criterion whether repair is impossible and national courts are applying it.</p> <p>¹ Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees (OJ L 171, 7.7.1999, p. 12).</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Recital 20				
29	<p>(20) In order to increase the consumer awareness on the availability of repair and thus its likelihood, producers should inform consumers of the existence of that obligation. The information should mention the relevant goods covered by that obligation, together with an explanation that and to what extent repair is provided for those goods, for instance through sub-contractors. That information should be easily accessible to the consumer and provided in a clear and comprehensible manner, without the need for the consumer to request it, and in line with the accessibility requirements of Directive 2019/882. The producer is free to determine the means through which it informs the consumer.</p>	<p>(20) In order to increase the consumer awareness on the availability of repair and thus its likelihood, producers <i>or sellers</i> should inform consumers of the existence of that obligation. The information should mention the relevant goods covered by that obligation, together with an explanation that and to what extent repair is provided for those goods, for instance through sub-contractors. That information should be easily accessible to the consumer and provided in a clear and comprehensible manner, without the need for the consumer to request it, and in line with the accessibility requirements of Directive 2019/882. The producer is <i>or where relevant the seller are</i> free to determine the means through which it informs the consumer, <i>for example through means at the point of sale in a visible and prominent way.</i></p>	<p>(20) In order to increase the consumer awareness on the availability of repair and thus its likelihood, producers manufacturers and, where applicable, authorised representatives, importers and distributors, should inform consumers by making available information on their obligation to repair and their repair services. The information should be available at least during the entire duration of the existence of that obligation obligation to repair, which could be understood as starting from the moment of placing on the market until the expiry of the repairability requirements. The information should mention the relevant goods covered by that obligation, together with an explanation that and to what extent repair is provided for those goods, for instance through sub-contractors. That information should be easily accessible to the consumer and provided in a clear and comprehensible manner, without the need for the consumer to request it, and in line with the</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			accessibility requirements of Directive 2019/882. The producer manufacturer is free to determine the means through which it informs the consumer, such as a website or the Digital Product Passport.	
Recital 21				
30	(21) In order to encourage repair, Member States should ensure that for their territory at least one online platform exists which enables consumers to search for suitable repairers. That platform may be an existing or privately operated platform, if it meets the conditions laid down in this Directive. That platform should include user-friendly and independent comparison tools which assist consumers in assessing and comparing the merits of different repair service providers, thereby incentivising consumers to choose repair instead of buying new goods. While that platform aims at facilitating the search for repair services in business-to-consumer relationships, Member States are free to extend its scope also to include business-to-business	(21) In order to encourage repair, Member States should ensure that for their territory at least one online platform exists which enables consumers to search for suitable repairers. That platform may be an existing or privately operated platform, if it meets the conditions laid down in this Directive. <u><i>If such an online platform does not exist, Member States should seek to create one in collaboration with the involved economic operators.</i></u> That platform should include user-friendly and independent comparison tools which assist consumers in assessing and comparing the merits of different repair service providers, thereby incentivising consumers to choose repair instead of buying new goods. While that platform aims at facilitating the search for repair	(21) In order to encourage repair, a European Online Platform should be created. The Commission should develop a common online interface for the European Online Platform which would contain national sections managed by the Member States and, where Member States establish a national platform, include links to these national platforms. The Commission should ensure that for their territory at least one be responsible for ensuring the IT maintenance of the European Online Platform exists which enables and respond to IT-related queries from the users. The European Online Platform should be accessible for free for consumers. Where Member States consider it necessary, they can set out	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	relationships as well as community-led repair initiatives.	services in business-to-consumer relationships, Member States are free to extend its scope also to include business-to-business relationships as well as community-led repair initiatives.	<p>conditions for accessing the national sections, such as meeting criteria on professional qualifications or showing adherence to applicable voluntary European or national repair quality standards. The European Online to search for suitable repairers. That Platform may be an existing or privately operated platform, if it meets the should be able to facilitate other types of complementary market-based instruments, like community-led repair initiatives. The national conditions laid down in this Directive. That for accessing the national section of the European Online Platform should include user friendly and independent comparison tools which assist consumers in assessing and comparing the merits of different repair service providers, thereby incentivising consumers to choose repair instead of buying new goods. While that platform aims at facilitating the search for repair services in business to consumer relationships, must be non-discriminatory and in accordance with Union law. In particular, all repairers should</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>be able to access the national sections upon request if they fulfil the applicable requirements, such as professional qualifications. Member States that choose to set conditions in their national sections should benefit from six additional months to make their national section operational. It should be left to Member States' discretion how to populate the national sections, for instance by self-registration or by importing in bulk data from existing databases with the consent of the repairers or by making registration subject to prior approval. Member States should use the common online interface for their national sections. However, to take into account that some Member States are free to extend its scope also to include business-to-business relationships have invested resources in developing their own platforms to promote repair and not to create excessive administrative burden, as well as community-led to allow for appropriate flexibility while fulfilling the same objective, Member States may choose to</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>maintain or establish a national repair online platform which fulfills the specified requirements of this Directive and should not be obliged to use the common online interface nor to designate national contact points. Such national repair initiatives platforms should be accessible from the European Online Platform. They could be operated privately if they meet the conditions laid down in this Directive.</p>	
Recital 21a				
30a			<p>(21a) The common online interface should include user-friendly tools to search for repairers by Member State which assist consumers in assessing and comparing the merits of different repair service providers, thereby incentivising consumers to choose repair . While the European Online Platform aims at facilitating the search for repair services in business-to-consumer relationships, in order to promote sustainable consumption, Member States can</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			extend the scope of their national section on the European Online Platform to include sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment.	
Recital 22				
31	(22) Member States should ensure that all economic operators that may provide repair services in the Union have easy access to the online platform. Member States should be free to decide which repairers can register on the online platform as long as access to that platform is reasonable and non-discriminatory for all repairers in accordance with Union law. Enabling repairers from one Member State to register on the online platform in another Member State in order to provide repair services in areas that the consumer searched for should support the cross-border provision of repair services. It should be left to Member States' discretion how to populate the online platform, for instance by self-registration or extraction from existing databases	(22) Member States should ensure that all economic operators that may provide repair services in the Union have easy access to the online platform. Member States should be free to decide which repairers can register on the online platform as long as access to that platform is reasonable and non-discriminatory for all repairers in accordance with Union law. Enabling repairers from one Member State to register on the online platform in another Member State in order to provide repair services in areas that the consumer searched for should support the cross-border provision of repair services. It should be left to Member States' discretion how to populate the online platform, for instance by self-registration or extraction from existing databases	(22) Member States should ensure that all economic operators that may provide repair services in the Union have easy access to the online platform. Member States should be free to decide which repairers can register on the online platform as long as access to that platform is reasonable and non-discriminatory for all repairers in accordance with Union law. Enabling repairers from one Member State to register on the online platform in another Member State in order to provide repair services in areas that the consumer searched for should support the cross-border provision of repair services. It should be left to Member States' discretion how to populate the online platform, for instance by self-registration or extraction from existing databases	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>with the consent of the repairers, or if registrants should pay a registration fee covering the costs for operating the platform. To guarantee a wide choice of repair services on the online platform, Member States should ensure that access to the online platform is not limited to a specific category of repairers. While national requirements, for instance, on the necessary professional qualifications, continue to apply, Member States should ensure that the online platform is open to all repairers that fulfil those requirements. Member States should also be free to decide whether and to what extent community-led repair initiatives, such as repair cafés, may register on the online platform, taking account of safety considerations where relevant. Registration on the online platform should always be possible upon repairers' request, provided they fulfil the applicable requirements to access the online platform.</p>	<p>with the consent of the repairers, or if registrants should pay a registration fee covering the costs for operating the platform. To guarantee a wide choice of repair services on the online platform, Member States should ensure that access to the online platform is not limited to a specific category of repairers. While national requirements, for instance, on the necessary professional qualifications, continue to apply, Member States should ensure that the online platform is open to all repairers that fulfil those requirements. Member States should also be free to decide whether and to what extent community-led repair initiatives, such as repair cafés, may register on the online platform, taking account of safety considerations where relevant. Registration on the online platform should always be possible upon repairers' request, provided they fulfil the applicable requirements to access the online platform.</p>	<p>with the consent designate a representative to be part of an expert group established by the Commission with regard to the design and functioning of the repairers, or if registrants should pay a registration fee covering the costs for operating the platform. To guarantee a wide choice of repair services on the European Online Platform, Member States should ensure that access to the online platform is not limited to a specific category of repairers. While national requirements, for instance, on the necessary professional qualifications, continue to apply, Member States should ensure that the online platform is open to all repairers that fulfil those requirements. in order to facilitate coordination between the Commission and the Member States should also be free to decide whether and to what extent community-led repair initiatives, such as repair cafés, may register on the online platform, taking account of safety considerations where relevant. Registration on the online platform should always be possible upon repairers' request, provided they fulfil the applicable requirements to access the online</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			platform.	
Recital 22a				
31a			(22a) Member States should also designate national contact points responsible for tasks in relation to the management of their national section. National contact points or any other body the Member State designates can, where in accordance with Union law, carry out surveillance on the data contained in the national section aimed at detecting, identifying and removing non-valid information.	
Recital 23				
32	(23) Member States should ensure that consumers have easy access to the online platform allowing them to find suitable repair services for their defective goods. The online platform should also be accessible to vulnerable consumers, including persons with disabilities, in accordance with applicable Union law relating to accessibility.	(23) Member States should ensure that consumers have easy access to the online platform allowing them to find suitable repair services for their defective goods. The online platform should also be accessible to vulnerable consumers, including persons with disabilities, in accordance with applicable Union law relating to accessibility.	(23) Member States The European Commission should ensure that consumers have easy the European Online Platform provides easy and free of charge access to consumers. The European the Online Platform allowing them should also allow consumers to find suitable repair services for their defective goods and, where applicable, sellers of goods that have been subject to	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>refurbishment or purchasers of defective goods for refurbishment. Consumers should be able to use search functions in order to filter by different features like product categories, availability of temporary replacement goods, quality indicators and any repair condition, including location of the repairer and the possibility of cross border provision of services. The European. The Online Platform should also be accessible to vulnerable consumers, including persons with disabilities, in accordance with applicable Union law relating to accessibility.</p>	
Recital 24				
33	<p>(24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the online platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in</p>	<p>(24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the online platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in</p>	<p>(24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the European Online Platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>question, in particular the average time to complete repair, the availability of temporary replacement goods, the place where the consumer hands over the goods for repair and the availability of ancillary services. Repairers should be encouraged to regularly update their information on the online platform. In order to build consumer confidence in the repair services available on the online platform, repairers should be able to demonstrate their adherence to certain repair standards.</p>	<p>question, in particular the average time to complete repair, the availability of temporary replacement goods, the place where the consumer hands over the goods for repair and the availability of ancillary services. Repairers should be encouraged to regularly update their information on the online platform. In order to build consumer confidence in the repair services available on the online platform, repairers should be able to demonstrate their adherence to certain repair standards.</p>	<p>question, in particular the average time to complete repair, the availability of temporary replacement goods, the place where the consumer hands over the goods for repair– and the availability of ancillary services. Repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment should be encouraged to regularly update their information on the European Online Platform. In order to build consumer confidence in the repair services available on the European Online Platform, repairers should be able to demonstrate their adherence to certain repair standards.</p>	
Recital 25				
34	<p>(25) In order to facilitate obtaining the European Repair Information Form, the online platform should include the possibility for consumers to directly request that form from the repairer through the online platform. This possibility should be displayed in a prominent manner on the online platform. To</p>	<p>(25) In order to facilitate obtaining the European Repair Information Form, the online platform should include the possibility for consumers to directly request that form from the repairer through the online platform. This possibility should be displayed in a prominent manner on the online platform. To</p>	<p>(25) In order to facilitate obtaining the European Repair Information Form, the European Online Platform should include the possibility for consumers to directly request that form from the repairer through the European Online Platform. This possibility should be displayed in a prominent</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>create awareness of national online repair platforms and to facilitate access to such platforms across the Union, Member States should ensure that their online platforms are accessible through relevant national webpages connected to the Single Digital Gateway established by Regulation (EU) 2018/1724 of the European Parliament and of the Council¹. To raise consumer awareness of the online platform, Member States should undertake appropriate steps, for instance sign-post the online platform on related national websites or carry out communication campaigns.</p> <p>¹. Regulation (EU) 2018/1724 of the European Parliament and of the Council of 2 October 2018 establishing a single digital gateway to provide access to information, to procedures and to assistance and problem-solving services and amending Regulation (EU) No 1024/2012 (OJ L 295, 21.11.2018, p. 1).</p>	<p>create awareness of national online repair platforms and to facilitate access to such platforms across the Union, Member States should ensure that their online platforms are accessible through relevant national webpages connected to the Single Digital Gateway established by Regulation (EU) 2018/1724 of the European Parliament and of the Council¹. <u>Member States should communicate to the Commission the link of existing</u> To raise consumer awareness of the online platform, Member States should undertake appropriate steps, for instance sign-post the <u>platforms for repair in their territory within 12 months after entry into force of this Directive and the link of every new</u> online platform on related national websites or carry out communication campaigns <u>for repair within 14 working days of their launch. The Commission should keep a publicly available and easily accessible and machine-readable database of online platforms for repair registered within the Member States.</u></p> <p>¹. Regulation (EU) 2018/1724 of the European Parliament and of the Council of</p>	<p>manner on the European Online Platform. To create raise consumer awareness of national online repair platforms and to facilitate access to such platforms across the Union, Member States should ensure that their the European Online platforms are accessible through relevant national webpages connected to the Single Digital Gateway established by Regulation (EU) 2018/1724 of the European Parliament and of the Council¹. To raise consumer awareness of the online platform, Platform, the Commission and the Member States should undertake appropriate steps, for instance sign-post the European Online Platform on related national websites or carry out communication campaigns.</p> <p>¹. Regulation (EU) 2018/1724 of the European Parliament and of the Council of 2 October 2018 establishing a single digital gateway to provide access to information, to procedures and to assistance and problem-solving services and amending Regulation (EU) No 1024/2012 (OJ L 295, 21.11.2018, p. 1).</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		2 October 2018 establishing a single digital gateway to provide access to information, to procedures and to assistance and problem-solving services and amending Regulation (EU) No 1024/2012 (OJ L 295, 21.11.2018, p. 1).		
Recital 25a				
34a		<u><i>(25a) To raise consumer awareness of the online platform for repair, Member States should take appropriate steps, for instance signposting the online platform on related national websites or carrying out communication campaigns. Economic operators or online platforms allowing long-distance contracts should also take appropriate steps to inform consumers about the online platform for repair, for instance, by sending the consumer the link or advertising it in store. Methods to raise awareness shall take into account and be accessible for consumers with low literacy and digital skills.</i></u>		
Recital 26				
35	(26) In order to promote	(26) In order to promote	(26) In order to promote	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>sustainable consumption of goods in situations outside the liability of the seller, the online platform should also promote goods subject to refurbishment as an alternative to repair or to buying new goods. To that end, the online platform should include a functionality allowing consumers to find sellers of goods subject to refurbishment or businesses buying defective goods for refurbishment purposes, in particular by enabling a search function per product category. Such sellers of goods subject to refurbishment or purchasers of defective goods for refurbishment should have access to the platform based on the same principles and technical specifications applicable to the repair functionality.</p>	<p>sustainable consumption of goods in situations outside the liability of the seller, the online platform should also promote goods subject to refurbishment as an alternative to repair or to buying new goods. To that end, the online platform should include a functionality allowing consumers to find sellers of goods subject to refurbishment or businesses buying defective goods for refurbishment purposes, in particular by enabling a search function per product category. Such sellers of goods subject to refurbishment or purchasers of defective goods for refurbishment should have access to the platform based on the same principles and technical specifications applicable to the repair functionality.</p>	<p>sustainable consumption of goods in situations outside the liability of the seller, the online platform should also promote goods subject to refurbishment as an alternative to repair or to buying new goods. To that end, the online platform should include a functionality allowing consumers to find sellers of goods subject to refurbishment or businesses buying defective goods for refurbishment purposes, in particular by enabling a search function per product category. Such sellers of goods subject to refurbishment or purchasers of defective goods for refurbishment should have access to the platform based on the same principles and technical specifications applicable to the repair functionality.</p>	
Recital 26a				
35a		<p><u><i>(26a) As a clear majority of Union citizens prefer having a good repaired rather than buying a new one^{1a}, all consumers should have the means to have their goods repaired outside of the legal guarantee period. This would not only serve the Green Transition but support European businesses</i></u></p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><i>as well. In this regard, Member States should develop financial incentives to promote repair. In many Member States such measures already exist in the form of national repair funds or repair vouchers. In order to support the Member States further in promoting repair the Commission should consider proposing an amendment to the Council to extend the scope of point (19) of Annex III to Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax to other product categories, at least to those mentioned in Annex II to this Directive. This could create more coherence between the product categories foreseen in Annex II to this Directive and the Annex III of the Council Directive 2006/112/EC. This could enable all consumers to have their goods repaired rather than buying a replacement. In addition, Member States should pay particular attention to micro, small and medium sized enterprises as their businesses are a vital part of the repair chain. Member States should report to the Commission the measures taken, and the</i></p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u><i>Commission should make the measures publicly available.</i></u></p> <p><u><i>1a. See Flash Eurobarometer 388 report of June 2014 entitled 'Attitudes of Europeans towards waste management and resource efficiency'</i></u></p>		
Recital 26b				
35b		<p><u><i>(26b) It is necessary that Member States lay down penalties for infringements of this Directive and ensure that they are enforced. The penalties should be effective, proportionate and dissuasive.</i></u></p>		
Recital 27				
36	<p>(27) The Commission should enable the development of a voluntary European quality standard for repair services, for instance by encouraging and facilitating voluntary cooperation on a standard between businesses, public authorities and other stakeholders or by issuing a standardisation request to the European standardisation organisations. A European standard for repair services could boost consumer trust in repair services</p>	<p>(27) The Commission should enable the development of a voluntary European quality standard for repair services, for instance by encouraging and facilitating voluntary cooperation on a standard between businesses, public authorities and other stakeholders, <u><i>such as independent and community repair providers,</i></u> or by issuing a standardisation request to the European standardisation organisations. A European standard for repair</p>	<p>(27) The Commission should enable the development of a voluntary European quality standard for repair services, for instance by encouraging and facilitating voluntary cooperation on a standard between businesses, public authorities and other stakeholders or by issuing a standardisation request to the European standardisation organisations. A European quality standard for repair services could boost consumer trust in repair</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	across the Union. Such standard could include aspects influencing consumer decisions on repair, such as the time to complete repair, the availability of temporary replacement goods, quality assurances such as a commercial guarantee on repair, and the availability of ancillary services such as removal, installation and transportation offered by repairers.	services could boost consumer trust in repair services across the Union. Such standard could include aspects influencing consumer decisions on repair, such as the time to complete repair, the availability of temporary replacement goods, quality assurances such as a commercial guarantee on repair, and the availability of ancillary services such as removal, installation and transportation offered by repairers.	services across the Union. Such standard could include aspects influencing consumer decisions on repair, such as the time to complete repair, the availability of temporary replacement goods, quality assurances such as a commercial guarantee on repair, and the availability of ancillary services such as removal, installation and transportation offered by repairers.	
Recital 27a				
36a			(27a) The enforcement provisions set out in this Directive are without prejudice to Directive (EU)2020/1828.	
Recital 28				
37	(28) In order to promote repair within the liability of the seller as established in Directive (EU) 2019/771, the harmonised conditions under which the choice between the remedies of repair and replacement can be exercised should be adapted. The principle established in Directive (EU)	(28) In order to promote repair within the liability of the seller as established in Directive (EU) 2019/771, the harmonised conditions under which the choice between the remedies of repair and replacement can be exercised should be adapted. The principle established in Directive (EU)	(28) In order to promote repair within the liability of the seller as established in Directive (EU) 2019/771, the harmonised conditions under which the choice between the remedies of repair and replacement can be exercised should be adapted. The principle established in, to the benefit of	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>2019/771 to use the consideration whether the remedy chosen would impose costs on the seller that are disproportionate as compared to the other remedy, as one of the criteria to determine the applicable remedy, should be maintained. The consumer remains entitled to choose repair over replacement, unless repair would be impossible or it would impose disproportionate costs on the seller as compared to replacement. However, where the costs for replacement are higher than or equal to the costs of repair, the seller should always repair the goods. Hence, the consumer is entitled to choose replacement as a remedy only where it is cheaper than repair. Directive (EU) 2019/771 should therefore be amended accordingly.</p>	<p>2019/771 to use the consideration whether the remedy chosen would impose costs on the seller that are disproportionate as compared to the other remedy, as one of the criteria to determine the applicable remedy, should be maintained. The consumer remains entitled to choose repair over replacement, unless repair would be impossible or it would impose disproportionate costs on the seller as compared to replacement <u>factually or legally impossible</u>. However, where the costs for replacement are higher than or equal to the costs of repair, the seller should always repair the goods, <u>unless the repair would create significant inconvenience to the consumer. Situations where the repair would create significant inconvenience to the consumer should be considered on a case-by-case basis while taking into account the nature of the goods and the purpose for which the consumer required the goods. In that respect, the Court of Justice of the European Union has established that a significant inconvenience to the</u> consumer <u>could be understood as a burden that is likely to deter the</u></p>	<p>consumers and the protection of the environment, Directive (EU) 2019/771 to use the consideration whether the remedy chosen would impose costs on the seller that are disproportionate as compared to the other remedy, as one of the criteria to determine the applicable remedy, should be amended. The consumer remains entitled to choose between repair and replacement. However, the Directive introduces a new obligation to inform. In particular, the seller should be maintained-inform the consumer remains entitled about their right to choose repair over replacement, unless between repair would be impossible or it would impose disproportionate costs on the seller as compared to replacement. However, where the costs for replacement are higher than or equal to the costs of and replacement as well as the extension of the liability period if they choose repair, thus raising awareness about both alternatives and the advantage of choosing repair, the seller should always repair the goods. Hence, the consumer is entitled to choose replacement as a remedy only</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>average consumer from asserting his rights. In this context, this is especially the case where the consumer has a valid interest for non-interrupted use of the goods, and a temporary replacement cannot be provided or cannot be provided in good time or would not be adequate to the consumer's needs, thereby dissuading the consumer from repairing the goods. Significant inconvenience can also be assumed</u>is entitled to choose replacement as a remedy only where it is cheaper than<u>the goods have already undergone repair measures to meet the conformity standards and the goods subsequently require repair after a short period of time due to a lack of conformity, thereby damaging confidence in the reparability of the goods and dissuading the consumer from exercising his right to</u> repair. Furthermore, in situations where a repair does not lead to bringing the good in conformity, the principles established by Directive 2019/771 should apply. This should prevent situations where a consumer faces consecutive repairs for the same defect of the same good.</p> <p>Directive (EU)</p>	<p>where it is cheaper than repair. Directive (EU) 2019/771 should therefore be amended accordingly.</p> <p>This information requirement and the extension of the liability period should encourage sustainable consumption and contribute to a circular economy.</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		2019/771 should therefore be amended accordingly.		
Recital 28a				
37a		<u><i>(28a) To support consumers and incentivise repair, the seller should, depending on the specificities of the relevant product-category, loan the consumer a replacement product, if the repair was not completed within a reasonable period of time. This replacement product can also be a refurbished good but should be temporarily loaned to the consumer without cost. Furthermore, the seller should undertake the repair within a reasonable period of time.</i></u>	(28a) As a way to incentivise consumers to choose repair to bring goods into conformity within the liability of the seller, and therefore to promote repair, where the consumer chooses repair as the remedy to bring the goods into conformity, the liability period should be extended by six months, therefore adding it to the remaining liability period of the product. The extension should apply once. However, Member States can further incentivise repair by providing for additional extensions of the liability of the seller if repair takes place again. Member States can also introduce or maintain rules to extend the liability of the seller in case of repair for periods longer than six months. In line with Directive (EU) 2019/771, where the extension of the liability period applies, the seller should be liable for any lack of conformity which exists	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>at the time when the goods were delivered and which becomes apparent within the remaining liability period of the product, which includes the extension. The extension of the liability period is without prejudice to consumers rights provided in Article 13(4) of Directive (EU) 2019/771. This Directive is without prejudice to Member States introducing or maintaining provisions which provide for a longer extension of the liability period only for repaired parts in accordance with Directive (EU) 2019/771. Taking into account the flexibility provided by Directive (EU) 2019/771, Member States which do not provide for fixed time limits for the liability of the seller or only provide a limitation period for the remedies should ensure that the liability of the seller in the event of repair is at least equivalent to two years and six months, corresponding to the minimum period of liability of the seller set in Article 10(1) of Directive (EU) 2019/771 and the minimum extension in the event of repair.</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Recital 28b				
37b		<p><u><i>(28b) Directive (EU) 2019/771 imposes an obligation on sellers to repair goods in the event of a lack of conformity existing at the time when the goods were delivered and which becomes apparent within the liability period. In order to promote repair within the liability period, once they choose repair as a remedy to bring a good into conformity, consumers should be able to benefit from an extended liability period of an additional one year starting from the moment their good is returned to them, repaired, provided that Member States have maintained or introduced time limits for the conformity of the original good in accordance with Article 10, paragraphs 1, 2 or 3 of that Directive. This extension of the legal guarantee period should only apply to the first repair under Directive (EU) 2019/771. Directive (EU) 2019/771 should therefore be amended accordingly.</i></u></p>		
Recital 28c				
37c		<p><u><i>(28c) Consumers choosing repair</i></u></p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><i><u>as the remedy to have the goods brought in conformity should be allowed to choose between the seller or the producer to have the goods being brought into conformity. When consumers choose that the product should be brought into conformity by the producer, a direct producer liability should be established for the repair of products. In such a case, the producer should repair the product to remedy the non-conformity. Producers should try to react swiftly with their assessment if the product can be repaired. If repair is impossible the producer should assess the situation and solve it in a convenient way for the consumer, for instance by getting in touch with the initial seller and the consumer. To avoid the same repair for the same defect by the seller in such a case, the seller should be discharged from his liability for that defect and once successfully repaired by the producer, the good should be regarded as being in conformity. No other rights of the consumer under Directive (EU) 2019/771 should be affected by this producer liability in case of repair</u></i></p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>as remedy to a non-conformity.</u>		
Recital 28d				
37d		<u>(28d) In order to incentivise consumers to opt for repair, the commercial guarantee should not contain any terms that would discourage consumers from making use of its right to repair a good that is not in conformity.</u>		
Recital 29				
38	(29) In order to enable the enforcement of the rules set out in this Directive by means of representative actions, an amendment of Annex I to Directive (EU) 2020/1828 of the European Parliament and of the Council ¹⁶ is necessary. For competent authorities designated by their Member States to cooperate and coordinate actions with each other and with the Commission in order to enforce compliance with the rules set out in this Directive, an amendment of the Annex to Regulation 2017/2394 of the European Parliament and of the Council ¹⁷ is necessary.	(29) In order to enable the enforcement of the rules set out in this Directive by means of representative actions, an amendment of Annex I to Directive (EU) 2020/1828 of the European Parliament and of the Council ¹⁶ is necessary. For competent authorities designated by their Member States to cooperate and coordinate actions with each other and with the Commission in order to enforce compliance with the rules set out in this Directive, an amendment of the Annex to Regulation 2017/2394 of the European Parliament and of the Council ¹⁷ is necessary.	(29) In order to enable the enforcement of the rules set out in this Directive by means of representative actions, an amendment of Annex I to Directive (EU) 2020/1828 of the European Parliament and of the Council ¹⁶ is necessary. For competent authorities designated by their Member States to cooperate and coordinate actions with each other and with the Commission in order to enforce compliance with the rules set out in this Directive, an amendment of the Annex to Regulation 2017/2394 of the European Parliament and of the Council ¹⁷ is necessary.	

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Recital 30				
39	(30) In order to allow economic operators to adapt, transitional provisions concerning the application of some Articles of this Directive should be introduced. Thus, the obligations to repair and to provide related information on this obligation should apply to contracts for the provision of repair services after [24 months after the entry into force]. The amendment to Directive (EU) 2019/771 should apply only to sales contracts concluded after [24 months after the entry into force] to ensure legal certainty and to provide sellers with sufficient time to adapt to the amended remedies of repair and replacement.	(30) In order to allow economic operators to adapt, transitional provisions concerning the application of some Articles of this Directive should be introduced. Thus, the obligations to repair and to provide related information on this obligation should apply to contracts for the provision of repair services after [2418 months after the entry into force]. The amendment to Directive (EU) 2019/771 should apply only to sales contracts concluded after [2418 months after the entry into force] to ensure legal certainty and to provide sellers with sufficient time to adapt to the amended remedies of repair and replacement.	(30) In order to allow economic operators to adapt, transitional provisions concerning the application of some Articles of this Directive should be introduced. Thus, the obligations to repair and to provide related information on this obligation should apply to contracts for the provision of repair services after [24 months after the entry into force]. The amendment to Directive (EU) 2019/771 should apply only to sales contracts concluded after [24 + 6 months after the entry into force] to ensure legal certainty and to provide sellers with sufficient time to adapt to the amended remedies of repair and replacement.	
Recital 31				
40	(31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents ¹⁸ , Member States have undertaken to	(31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents ¹⁸ , Member States have undertaken to	(31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents ¹⁸ , Member States have undertaken to	

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	accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified.	accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified.	accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified.	
Recital 32				
41	(32) Promoting the repair of goods purchased by consumers, with a view to contributing to the proper functioning of the internal market while providing for a high level of environmental and consumer protection, cannot be sufficiently achieved by the Member States. Emerging national mandatory rules promoting sustainable consumption by way of repair of defects outside the scope of Directive (EU) 2019/771 are likely to diverge and lead to fragmentation of the internal market. Member States may not amend the fully harmonised rules concerning defects within the liability of the	(32) Promoting the repair of goods purchased by consumers, with a view to contributing to the proper functioning of the internal market while providing for a high level of environmental and consumer protection, cannot be sufficiently achieved by the Member States. Emerging national mandatory rules promoting sustainable consumption by way of repair of defects outside the scope of Directive (EU) 2019/771 are likely to diverge and lead to fragmentation of the internal market. Member States may not amend the fully harmonised rules concerning defects within the liability of the	(32) Promoting the repair of goods purchased by consumers, with a view to contributing to the proper functioning of the internal market while providing for a high level of environmental and consumer protection, cannot be sufficiently achieved by the Member States. Emerging national mandatory rules promoting sustainable consumption by way of repair of defects outside the scope of Directive (EU) 2019/771 are likely to diverge and lead to fragmentation of the internal market. Member States may not amend the fully harmonised rules concerning defects within the liability of the	

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	<p>seller set out in Directive (EU) 2019/771. The objective of this Directive can rather, by reason of its scale and effects, better be achieved at Union level through fully harmonised common rules promoting repair within and outside the liability of the seller established in Directive (EU) 2019/771. The Union may therefore adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve this objective.</p>	<p>seller set out in Directive (EU) 2019/771. The objective of this Directive can rather, by reason of its scale and effects, better be achieved at Union level through fully harmonised common rules promoting repair within and outside the liability of the seller established in Directive (EU) 2019/771. The Union may therefore adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve this objective.</p>	<p>seller set out in Directive (EU) 2019/771. The objective of this Directive can rather, by reason of its scale and effects, better be achieved at Union level through fully harmonised common rules promoting repair within and outside the liability of the seller established in Directive (EU) 2019/771. The Union may therefore adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve this objective.</p>	
Recital 33				
42	<p>(33) This Directive respects the fundamental rights and freedoms and seeks to ensure full respect in particular for Articles 16, 26, 37, 38 and 47 of Charter of Fundamental Rights of the European Union. It contributes to an improvement of the quality of the environment in accordance with Article 37 of the Charter of Fundamental Rights of the</p>	<p>(33) This Directive respects the fundamental rights and freedoms and seeks to ensure full respect in particular for Articles 16, 26, 37, 38 and 47 of Charter of Fundamental Rights of the European Union. It contributes to an improvement of the quality of the environment in accordance with Article 37 of the Charter of Fundamental Rights of the</p>	<p>(33) This Directive respects the fundamental rights and freedoms and seeks to ensure full respect in particular for Articles 16, 26, 37, 38 and 47 of Charter of Fundamental Rights of the European Union. It contributes to an improvement of the quality of the environment in accordance with Article 37 of the Charter of Fundamental Rights of the</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>European Union by promoting sustainable consumption of goods and thereby reducing negative environmental impacts from premature disposal of viable goods. This Directive ensures full respect for Article 38 on consumer protection by enhancing consumer rights relating to defects that occur or become apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771. It also ensures respect for the freedom to conduct a business in accordance with Article 16 of the Charter of Fundamental Rights of the European Union by safeguarding contractual freedom and encouraging the development of repair services in the internal market. This Directive contributes to the integration of persons with disabilities in accordance with Article 26 the Charter of Fundamental Rights of the European Union by facilitating accessibility to the online platform for persons with disabilities. This Directive seeks to ensure full respect for Article 47 on the right to an effective remedy and to a fair trial through effective means of enforcement.</p>	<p>European Union by promoting sustainable consumption of goods and thereby reducing negative environmental impacts from premature disposal of viable goods. This Directive ensures full respect for Article 38 on consumer protection by enhancing consumer rights relating to defects that occur or become apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771. It also ensures respect for the freedom to conduct a business in accordance with Article 16 of the Charter of Fundamental Rights of the European Union by safeguarding contractual freedom and encouraging the development of repair services in the internal market. This Directive contributes to the integration of persons with disabilities in accordance with Article 26 the Charter of Fundamental Rights of the European Union by facilitating accessibility to the online platform for persons with disabilities. This Directive seeks to ensure full respect for Article 47 on the right to an effective remedy and to a fair trial through effective means of enforcement.</p>	<p>European Union by promoting sustainable consumption of goods and thereby reducing negative environmental impacts from premature disposal of viable goods. This Directive ensures full respect for Article 38 on consumer protection by enhancing consumer rights relating to defects that occur or become apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771. It also ensures respect for the freedom to conduct a business in accordance with Article 16 of the Charter of Fundamental Rights of the European Union by safeguarding contractual freedom and encouraging the development of repair services in the internal market. This Directive contributes to the integration of persons with disabilities in accordance with Article 26 the Charter of Fundamental Rights of the European Union by facilitating accessibility to the online platform for persons with disabilities. This Directive seeks to ensure full respect for Article 47 on the right to an effective remedy and to a fair trial through effective means of enforcement.</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Formula				
43	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	
Article 1				
44	Article 1 Subject matter, purpose and scope	Article 1 Subject matter, purpose and scope	Article 1 Subject matter, purpose and scope	
Article 1(1)				
45	1. This Directive lays down common rules promoting the repair of goods, with a view to contributing to the proper functioning of the internal market, while providing for a high level of consumer and environmental protection.	1. This Directive lays down common rules promoting the <u>strengthening the right to</u> repair of goods <u>for consumers</u> , with a view to contributing to the proper functioning of the internal market, while providing for a high level of consumer and environmental protection.	1. This Directive lays down common rules promoting the repair of goods, with a view to contributing to the proper functioning of the internal market, while providing for a high level of consumer and environmental protection.	
Article 1(2)				
46	2. This Directive shall apply to the repair of goods purchased by consumers in the event of a defect of the goods that occurs or becomes apparent outside the liability of the seller pursuant to Article 10 of Directive (EU)	2. This Directive shall apply to the repair of goods purchased by consumers in the event of a defect of the goods that occurs or becomes apparent outside the liability of the seller pursuant to Article 10 of Directive (EU)	2. This Directive shall apply to the repair of goods purchased by consumers in the event of a defect of the goods that occurs or becomes apparent outside the liability of the seller pursuant to Article 10 of Directive (EU)	

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	2019/771.	2019/771.	2019/771.	
Article 1(2a)				
46a			2a. Articles 5 and 6 shall only apply to goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II.	
Article 2				
47	Article 2 Definitions	Article 2 Definitions	Article 2 Definitions	
Article 2, first paragraph				
48	For the purpose of this Directive, the following definitions apply:	For the purpose of this Directive, the following definitions apply:	For the purpose of this Directive, the following definitions apply:	
Article 2, first paragraph, point (1)				
49	1. ‘consumer’ means a consumer as defined in Article 2, point (2) of Directive (EU) 2019/771;	1. ‘consumer’ means a consumer as defined in Article 2, point (2) of Directive (EU) 2019/771;	1. ‘consumer’ means a consumer as defined in Article 2, point (2) of Directive (EU) 2019/771;	
Article 2, first paragraph, point (1a)				
49a				

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		<i><u>(1a) 'repair' means returning a defective product or waste to a condition where it fulfils its intended use;</u></i>		
Article 2, first paragraph, point (2)				
50	2. 'repairer' means any natural or legal person who, related to that person's trade, business, craft or profession, provides a repair service, including producers and sellers that provide repair services and repair service providers whether independent or affiliated with such producers or sellers;	2. 'repairer' means any natural or legal person who, related to that person's trade, business, craft or profession, provides a repair service, including producers and sellers that provide repair services and repair service providers whether independent <i><u>repairers, professional repairers</u></i> or affiliated with such producers or sellers;	2. 'repairer' means any natural or legal person who, related to that person's trade, business, craft or profession, provides a repair service, including producers manufacturers and sellers that provide repair services and repair service providers whether independent or affiliated with such producers manufacturers or sellers;	
Article 2, first paragraph, point (2a)				
50a		<i><u>(2a) 'independent operator' means a natural or legal person, other than an authorised representative, seller or repairer, who is directly or indirectly involved in the repair and maintenance of the good, and include repairers, manufacturers or distributors of repair equipment, tools or spare parts, as</u></i>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u><i>well as publishers of technical information, assistance operators, operators offering inspection and testing services, operators offering training for installers and remote service suppliers;</i></u>		
Article 2, first paragraph, point (2a)				
50b			(2a) ‘repair’ means repair as defined in Article 2, point (20), of Regulation [on the Ecodesign for Sustainable Products];	
Article 2, first paragraph, point (3)				
51	3. ‘seller’ means a seller as defined in Article 2, point (3) of Directive (EU) 2019/771;	3. ‘seller’ means a seller as defined in Article 2, point (3) of Directive (EU) 2019/771;	3. ‘seller’ means a seller as defined in Article 2, point (3) of Directive (EU) 2019/771;	
Article 2, first paragraph, point (4)				
52	4. ‘producer’ means a manufacturer as defined in Article 2, point (42) of Regulation [on the Ecodesign for Sustainable Products];	4. ‘producer’ means a manufacturer as defined in Article 2, point (42) of Regulation [on the Ecodesign for Sustainable Products];	4. ‘producer’ ‘manufacturer’ means a manufacturer as defined in Article 2, point (42) of Regulation [on the Ecodesign for Sustainable Products];	
Article 2, first paragraph, point (5)				
53				

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	5. ‘authorised representative’ means authorised representative as defined in Article 2, point (43), of Regulation [on the Ecodesign for Sustainable Products];	5. ‘authorised representative’ means authorised representative as defined in Article 2, point (43), of Regulation [on the Ecodesign for Sustainable Products];	5. ‘authorised representative’ means authorised representative as defined in Article 2, point (43), of Regulation [on the Ecodesign for Sustainable Products];	
Article 2, first paragraph, point (6)				
54	6. ‘importer’ means importer as defined in Article 2, point (44), of Regulation [on the Ecodesign for Sustainable Products];	6. ‘importer’ means importer as defined in Article 2, point (44), of Regulation [on the Ecodesign for Sustainable Products];	6. ‘importer’ means importer as defined in Article 2, point (44), of Regulation [on the Ecodesign for Sustainable Products];	
Article 2, first paragraph, point (6a)				
54a		<u><i>(6a) ‘fulfilment service provider’ means any natural or legal person offering, in the course of commercial activity, at least two of the following services: warehousing, packaging, addressing and dispatching of a product, without having ownership of the product, with the exception of ‘postal services’ as defined in Article 2, point (1), of Directive 97/67/EC of the European Parliament and of the Council^a, of ‘parcel delivery services’ as defined in Article 2, point (2), of Regulation (EU) 2018/644 of the European</i></u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>Parliament and of the Council^{1b}, and of any other postal services or freight transport services;</u></p> <p><u>1a. Directive 97/67/EC of the European Parliament and of the Council of 15 December 1997 on common rules for the development of the internal market of Community postal services and the improvement of quality of service (OJ L 15, 21.1.1998, p. 14).</u></p> <p><u>1b. Regulation (EU) 2018/644 of the European Parliament and of the Council of 18 April 2018 on cross-border parcel delivery services (OJ L 112, 2.5.2018, p. 19).</u></p>		
Article 2, first paragraph, point (7)				
55	7. ‘distributor’ means distributor as defined in Article 2, point (45), of Regulation [on the Ecodesign for Sustainable Product];	7. ‘distributor’ means distributor as defined in Article 2, point (45), of Regulation [on the Ecodesign for Sustainable Product];	7. ‘distributor’ means distributor as defined in Article 2, point (45), of Regulation [on the Ecodesign for Sustainable Product];	
Article 2, first paragraph, point (8)				
56	8. ‘goods’ means goods as defined in Article 2, point (5), of Directive (EU) 2019/771 except water, gas and electricity;	8. ‘goods’ means goods as defined in Article 2, point (5), of Directive (EU) 2019/771 except water, gas and electricity;	8. ‘goods’ means goods as defined in Article 2, point (5), of Directive (EU) 2019/771 except water, gas and electricity;	
Article 2, first paragraph, point (9)				
57				

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	9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the Ecodesign for Sustainable Products];	9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the Ecodesign for Sustainable Products];	9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the Ecodesign for Sustainable Products];	
Article 2, first paragraph, point (10)				
58	10. ‘reparability requirements’ mean requirements under the Union legal acts listed in Annex II which enable a product to be repaired including requirements to improve its ease of disassembly, access to spare parts, and repair-related information and tools applicable to products or specific components of products;	10. ‘reparability requirements’ mean requirements under the Union legal acts listed in Annex II which enable a product to be repaired including requirements to improve its ease of disassembly, access to spare parts, and repair-related information and tools applicable to products or specific components of products;	10. ‘reparability requirements’ mean means requirements under the Union legal acts listed in Annex II which enable a product to be repaired including requirements to improve its ease of disassembly, access to spare parts, and repair-related information and tools applicable to products or specific components of products;	
Article 2, first paragraph, point (10a)				
58a			(10a) ‘durable medium’ means durable medium as defined in Article 2, point (11), of Directive (EU) 2019/771.	
Article 3				
59	Article 3 Level of harmonisation	Article 3 Level of harmonisation	Article 3 Level of harmonisation	

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Article 3, first paragraph				
60	Member States shall not maintain or introduce in their national law provisions diverging from those laid down in this Directive.	Member States shall not maintain or introduce in their national law provisions diverging from those laid down in this Directive.	Member States shall not maintain or introduce in their national law provisions diverging from those laid down in this Directive.	
Article 4				
61	Article 4 European Repair Information Form	Article 4 European Repair Information Form	Article 4 European Repair Information Form	
Article 4(1)				
62	1. Member States shall ensure that, before a consumer is bound by a contract for the provision of repair services, the repairer shall provide the consumer, upon request, with the European Repair Information Form set out in Annex I on a durable medium within the meaning of Article 2 (11) of Directive 2019/771/EU.	1. Member States shall ensure that, before a consumer is bound by a contract for the provision of repair services, the repairer shall <u>Repairers may</u> provide the consumer, upon request, with the European Repair Information Form set out in Annex I <u>to this Directive</u> on a durable medium within the meaning of Article 2 (11) of Directive 2019/771/EU. <u>In such cases, producers or the relevant economic operator under Article 5 of this Directive shall provide the repairer in a clear manner with information necessary for the repairer to complete the European Repair Information Form.</u>	1. Member States shall ensure that the manufacturers, authorised representatives, importers or distributors who have an obligation to repair by virtue of Article 5 or, where applicable, their subcontractors, before a consumer is bound by a contract for the provision of repair services, the repairer shall provide the consumer, upon request, with the European Repair Information Form set out in Annex I. The European Repair Information Form shall be provided on a durable medium and within a reasonable period of time from the request and before the consumer is bound by a	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			contract for the provision of repair services the meaning of Article 2 (11) of Directive 2019/771/EU.	
Article 4(2)				
63	2. Repairers other than those obliged to repair by virtue of Article 5 shall not be obliged to provide the European Repair Information Form where they do not intend to provide the repair service.	<i>deleted</i>	2. Repairers other than those obliged to repair by virtue of Article 5 shall not be obliged to provide referred to in the first paragraph may offer the European Repair Information Form where they do not intend to provide the repair service voluntarily or may provide it upon the consumer's request.	
Article 4(2a)				
63a			2a. The European Repair Information Form shall be provided free of charge.	
Article 4(3), first subparagraph				
64	3. The repairer may request the consumer to pay the necessary costs the repairer incurs for providing the information included in the European Repair Information	3. The repairer may request the consumer to pay the necessary costs <u>Where a physical examination including an on-site assessment of the product is</u>	3. The repairer may request the consumer to pay the necessary costs the repairer incurs for providing the information included in the European Repair Information	

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	Form.	<u>required for estimating the price of repair</u> , the repairer incurs for providing the information included in the European Repair Information Form <u>may request the consumer to pay the necessary costs involved for such physical examination</u> .	Form By way of derogation from paragraph 2a, where a diagnostic service is needed to identify the nature of the defect and the type of repair, the repairer may request the consumer to pay the necessary costs for this service.	
Article 4(3), second subparagraph				
65	Without prejudice to Directive 2011/83/EU, the repairer shall inform the consumer about the costs referred to in the first subparagraph before the consumer requests the provision of the European Repair Information Form.	Without prejudice to Directive 2011/83/EU, the repairer shall inform the consumer about the costs referred to in the first subparagraph before the consumer requests the provision of the European Repair Information Form.	Without prejudice to Directive 2011/83/EU, the repairer shall inform the consumer about the costs referred to in the first subparagraph before the consumer requests the provision of the European Repair Information Form diagnostic service .	
Article 4(4)				
66	4. The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner:	4. The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner:	4. The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner:	
Article 4(4), point (a)				
67	(a) the identity of the repairer;	(a) the identity of the repairer;	(a) the identity of the repairer;	

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Article 4(4), point (b)				
68	(b) the geographical address at which the repairer is established as well as the repairer's telephone number and email address and, if available, other means of online communication which enable the consumer to contact, and communicate with, the repairer quickly and efficiently;	(b) the geographical address at which the repairer is established as well as the repairer's telephone number and email address and, if available, other means of online communication which enable the consumer to contact, and communicate with, the repairer quickly and efficiently;	(b) the geographical address at which the repairer is established as well as the repairer's telephone number and email address and, if available, other means of online communication which enable the consumer to contact, and communicate with, the repairer quickly and efficiently in a quick, efficient and accessible manner;	
Article 4(4), point (c)				
69	(c) the good to be repaired;	(c) the good to be repaired;	(c) the good to be repaired;	
Article 4(4), point (d)				
70	(d) the nature of the defect and the type of repair suggested;	(d) the nature of the defect and the type of repair suggested;	(d) the nature of the defect and the type of repair suggested;	
Article 4(4), point (e)				
71	(e) the price or, if the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated and the maximum price for the repair;	(e) the <u>maximum price expected for the repair including but not limited to costs for spare parts, labour costs, costs for the freight, delivery or postal charges or, if either the total</u> or, if the price <u>or any of its subparts</u> cannot	(e) the price or, if the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated and the maximum price for the repair;	

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		reasonably be calculated in advance, the manner in which the price is to be calculated and the maximum price for the repair;		
Article 4(4), point (f)				
72	(f) the estimated time needed to complete the repair;	(f) the estimated time needed to complete the repair;	(f) the estimated time needed to complete the repair;	
Article 4(4), point (g)				
73	(g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;	(g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;	(g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;	
Article 4(4), point (h)				
74	(h) the place where the consumer hands over the goods for repair,	(h) the place where the consumer hands over the goods for repair,	(h) the place where the consumer hands over the goods for repair,	
Article 4(4), point (i)				
75	(i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the costs of those	(i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the costs of those	(i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the detailed costs of	

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	services, if any, for the consumer;	services, if any, for the consumer;	those services, if any, for the consumer;	
Article 4(4), point (ia)				
75a		<u>(ia) additional information provided voluntarily by the repairer.</u>		
Article 4(4), point (ia)				
75b			(ia) the period of validity of the European Repair Information Form;	
Article 4(4), point (ib)				
75c			(ib) where applicable and on voluntary basis, additional information.	
Article 4(5)				
76	5. The repairer shall not alter the conditions of repair specified in the European Repair Information Form for a period of 30 calendar days as from the date on which that form was provided to the consumer, unless the repairer and the	5. The repairer shall not alter the conditions of repair specified in the European Repair Information Form for a period of 30 calendar days as from the date on which that form was provided to the consumer, unless the repairer and the	5. The repairer shall not alter the conditions of repair specified in the European Repair Information Form for a period of 30 calendar days as from the date on which that form was provided to the consumer, unless . The repairer and the	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	consumer have agreed otherwise. If a contract for the provision of repair services is concluded within the 30 day period, the conditions of repair specified in the European Repair Information Form shall constitute an integral part of that contract.	consumer have agreed otherwise. If a contract for the provision of repair services is concluded within the 30 day period, the conditions of repair specified in the European Repair Information Form shall constitute an integral part of that contract.	consumer have agreed otherwise. If a contract for the provision of repair services is concluded within the 30 day period, may agree on a longer period of validity of the European Repair Information Form. Where the consumer accepts the conditions of repair specified set in the European Repair Information Form within the period of validity, the repairer shall constitute an integral part of that contract be obliged to perform the repair service under those conditions.	
Article 4(6)				
77	6. Where the repairer has supplied a complete and accurate European Repair Information Form to the consumer, it shall be deemed to have complied with the following requirements:	6. Where the repairer has supplied a complete and accurate European Repair Information Form to the consumer, it shall be deemed to have complied with the following requirements:	6. Where the repairer has supplied a complete and accurate European Repair Information Form to the consumer, it shall be deemed to have complied with the following requirements:	
Article 4(6), point (a)				
78	(a) information requirements regarding the main features of the repair service laid down in Article 5(1) point (a), and Article 6(1), point a of Directive 2011/83/EU	(a) information requirements regarding the main features of the repair service laid down in Article 5(1) point (a), and Article 6(1), point a of Directive 2011/83/EU	(a) information requirements regarding the main features of the repair service laid down in Article 5(1) point (a), and Article 6(1), point a of Directive 2011/83/EU	

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	and Article 22(1), point (j), of Directive 2006/123/EC;	and Article 22(1), point (j), of Directive 2006/123/EC;	and Article 22(1), point (j), of Directive 2006/123/EC;	
Article 4(6), point (b)				
79	(b) information requirements regarding the repairer's identity and contact information laid down in Article 5(1), point (b), and Article (6)(1), points (b) and (c), of Directive 2011/83/EU, Article 22(1), point (a), of Directive 2006/123/EC and Article 5(1), points (a), (b) and (c), of Directive 2000/31/EC;	(b) information requirements regarding the repairer's identity and contact information laid down in Article 5(1), point (b), and Article (6)(1), points (b) and (c), of Directive 2011/83/EU, Article 22(1), point (a), of Directive 2006/123/EC and Article 5(1), points (a), (b) and (c), of Directive 2000/31/EC;	(b) information requirements regarding the repairer's identity and contact information laid down in Article 5(1), point (b), and Article (6)(1), points (b) and (c), of Directive 2011/83/EU, Article 22(1), point (a), of Directive 2006/123/EC and Article 5(1), points (a), (b) and (c), of Directive 2000/31/EC;	
Article 4(6), point (c)				
80	(c) information requirements regarding the price laid down in Articles 5(1), point (c), and Article 6(1), point (e), of Directive 2011/83/EU and Article 22(1), point (i) and (3), point (a), of Directive 2006/123/EC;	(c) information requirements regarding the price laid down in Articles 5(1), point (c), and Article 6(1), point (e), of Directive 2011/83/EU and Article 22(1), point (i) and (3), point (a), of Directive 2006/123/EC;	(c) information requirements regarding the price laid down in Articles 5(1), point (c), and Article 6(1), point (e), of Directive 2011/83/EU and Article 22(1), point (i) and (3), point (a), of Directive 2006/123/EC;	
Article 4(6), point (d)				
81	(d) information requirements regarding the arrangements for the performance and the time to	(d) information requirements regarding the arrangements for the performance and the time to	(d) information requirements regarding the arrangements for the performance and the time to	

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	perform the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.	perform the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.	perform the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.	
Article 5				
82	Article 5 Obligation to repair	Article 5 Obligation to repair	Article 5 Obligation to repair	
Article 5(1)				
83	1. Member States shall ensure that upon the consumer's request, the producer shall repair, for free or against a price or another kind of consideration, goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II. The producer shall not be obliged to repair such goods where repair is impossible. The producer may sub-contract repair in order to fulfil its obligation to repair.	1. Member States shall ensure that upon the consumer's request, the producer shall repair, for free or against a price or another kind of consideration, goods for which and to the extent that reparability requirements <u>goods which are listed in Annex II, whether or not reparability requirements for those goods</u> are provided for by Union legal acts as listed in Annex II . The producer shall not be obliged to repair such goods where repair is <u>factually or legally impossible</u> . The producer <u>shall not refuse the consumer's request purely due to economic considerations such as the costs</u> . <u>The producer</u> may sub-contract repair in order to fulfil its	1. Member States shall ensure that upon the consumer's request, the producer manufacturer shall repair, for free or for a reasonable against a price or another kind of consideration and within a reasonable period of time , goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II. The producer manufacturer shall not be obliged to repair such goods where repair is impossible. The producer manufacturer may sub-contract repair in order to fulfil its obligation to repair.	

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		obligation to repair. <u>In such cases, the producer shall provide the repairer with all relevant information to allow the repairer to fulfil his obligations.</u>		
Article 5(1a)				
83a		<u>1a. The repair pursuant to paragraph 1 shall be carried out subject to the following conditions:</u>		
Article 5(1a), point (a)				
83b		<u>(a) it shall be carried out either free of charge or in return for consideration;</u>		
Article 5(1a), point (b)				
83c		<u>(b) it shall be carried out within a reasonable time from the moment the producer has physical possession of the good, has received the good or has been given access to the good by the consumer;</u>		
Article 5(1a), point (c)				

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83d		<u>(c) the producer may provide the consumer with the loan of a replacement good free of charge or against a reasonable fee for the duration of the repair; and</u>		
Article 5(1a), point (d)				
83e		<u>(d) in cases where the repair is factually or legally impossible, the producer may provide the consumer with a refurbished product that shall upon acceptance by the consumer discharge the producer from the repair obligation under this Article.</u>		
Article 5(2)				
84	2. Where the producer obliged to repair pursuant to paragraph 1 is established outside the Union, its authorised representative in the Union shall perform the obligation of the producer. Where the producer has no authorised representative in the Union, the importer of the good concerned shall perform the obligation of the producer. Where there is no	2. Where the producer obliged to repair pursuant to paragraph 1 is established outside the Union, <u>it shall appoint, by written mandate, an authorised representative to ensure compliance with this Directive. It shall ensure that</u> its authorised representative in the Union shall perform the obligation of the producer <u>has the resources and the mandate to fulfil the</u>	2. Where the producer manufacturer obliged to repair pursuant to paragraph 1 is established outside the Union, its authorised representative in the Union shall perform the obligation of the producer manufacturer . Where the producer manufacturer has no authorised representative in the Union, the importer of the good concerned	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	importer, the distributor of the good concerned shall perform the obligation of the producer.	<i><u>obligations set out in this Directive.</u></i> Where the producer has no authorised representative in the Union, the importer of the good concerned shall perform the obligation of the producer. Where there is no importer, <i><u>the fulfilment service provider of the good concerned shall perform the obligation of the producer. Where there is no fulfilment service provider,</u></i> the distributor of the good concerned shall perform the obligation of the producer.	shall perform the obligation of the producer manufacturer . Where there is no importer, the distributor of the good concerned shall perform the obligation of the producer manufacturer. The authorised representative, importer and distributor may sub-contract repair in order to fulfil their obligation to repair.	
Article 5(3)				
85	3. Producers shall ensure that independent repairers have access to spare parts and repair-related information and tools in accordance with the Union legal acts listed in Annex II.	3. <i><u>For all goods listed in Annex II to this Directive,</u></i> producers shall ensure that independent repairers, <i><u>remanufacturers, refurbishers and end-users</u></i> have access to <i><u>all</u></i> spare parts and <i><u>all</u></i> repair-related information and tools, <i><u>including diagnosis tools, at a reasonable and non-discriminatory cost for a period corresponding to at least the expected lifespan of the product. Access to diagnostic tools shall be provided subject to applicable rules on the protection of trade secrets as defined in Article 2 point 1 of Directive (EU)</u></i>	3. Producers shall ensure that independent repairers have access to spare parts and repair-related information and tools in accordance with the Union legal acts listed in Annex II.	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		2016/943 in accordance with the Union legal acts listed in Annex II.		
Article 5(3a)				
85a		<u>3a. Producers shall make available on their websites all information related to repair, such as repair prices and prices of spare parts for the goods listed in Annex II.</u>		
Article 5(3b)				
85b		<u>3b. Producers shall not impede the repair by any contractual, hardware or software technique. Producers shall not impede the use of original or second-hand spare parts, compatible spare parts and spare parts issued from 3D-printing, by independent repairers when those spare parts are in conformity with requirements under national or Union law.</u>		
Article 5(3c)				
85c		<u>3c. Producers shall not refuse to service or repair a device that was</u>		

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		<u><i>bought or previously repaired outside of their authorised service or distribution networks.</i></u>		
Article 5(3a)				
85d			3a. Without prejudice to the obligation to repair under this article, consumers may seek repair from any repairer of their choice.	
Article 5(4)				
86	4. The Commission is empowered to adopt delegated acts in accordance with Article 15 to amend Annex II by updating the list of Union legal acts laying down reparability requirements in the light of legislative developments.	4. The Commission is empowered to adopt delegated acts in accordance with Article 15 to amend Annex II by updating the list of Union legal acts laying down reparability requirements <u>adding new reparable goods to the list</u> in the light of legislative <u>or market</u> developments.	4. The Commission is empowered to adopt delegated acts in accordance with Article 15 to amend Annex II by updating the list of Union legal acts laying down reparability requirements in the light of legislative regulatory developments.	
Article 6				
87	Article 6 Information on obligation to repair	Article 6 Information on obligation to repair	Article 6 Information on obligation to repair	
Article 6, first paragraph				

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88	Member States shall ensure that producers inform consumers of their obligation to repair pursuant to Article 5 and provide information on the repair services in an easily accessible, clear and comprehensible manner, for example through the online platform referred to in Article 7.	Member States shall ensure that producers <u>or sellers</u> inform consumers of their obligation to repair pursuant to Article 5 and provide information on the repair services <u>free of charge</u> , in an easily accessible, clear and comprehensible manner, for example through the online platform referred to in Article 7, <u>their relevant websites or at the point of sale</u> .	Member States shall ensure that producers inform consumers the manufacturer or, where applicable, the authorised representative, importer or distributor make available, at least for the entire duration of their obligation to repair pursuant to Article 5 and provide , information on the their repair services in an easily accessible, clear and comprehensible manner, for example through the online platform referred to in Article 7.	
Article 7				
89	Article 7 Online platform for repair and goods subject to refurbishment	Article 7 Online platform for repair and goods subject to refurbishment	Article 7 European Online Platform for repair and goods subject to refurbishment	
Article 7(-1)				
89a			-1. A European Online Platform for repair shall be established to allow consumers to find repairers and, where applicable, sellers of goods that have been subject to refurbishment and	

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			purchasers of defective goods for refurbishment.	
Article 7(-1a)				
89b			-1a. By [36 months after the entry into force] the Commission shall develop the common online interface for the European Online Platform, which shall comply with the requirements set out in paragraph 4 and be available in all official EU languages. The Commission shall thereafter ensure the technical maintenance of the common interface of the European Online Platform. The common online interface shall provide for national sections for each Member State. Member States' national sections shall feature on the European Online Platform.	
Article 7(-1b)				
89c			-1b. Member States shall use the common online interface referred to in paragraph 2 for their national sections. However, Member States which have a national repair online platform	

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			<p>which complies with the provisions set out in paragraphs 3 and 4 are not obliged to use the common online interface. Such Member States shall ensure that their national platform is operational by [36 months after entry into force of this Directive].</p>	
Article 7(-1c)				
89d			<p>-1c. Member States may extend the scope of their national section on the European Online Platform or, where applicable, their national platform referred to in paragraph 2a to cover not only repairers but also sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment.</p>	
Article 7(-1d)				
89e			<p>-1d. The use of the European Online Platform shall be free of charge for consumers. The registration on the national sections shall be voluntary for repairers and, where applicable, sellers of goods that have been</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			subject to refurbishment and purchasers of defective goods for refurbishment.	
Article 7(1)				
90	1. Member States shall ensure that at least one online platform exists for their territory that allows consumers to find repairers. That platform shall:	1. Member States shall ensure that at least one online platform exists for their territory. <u>Member States shall particularly promote private initiatives aimed at establishing such online platforms. Such online platforms shall allow</u> that allows consumers to <u>easily</u> find repairers. That platform, including repair led-communities and repair cafés and shall:	1. Member States shall ensure that at least one online platform exists for their territory that allows consumers to find repairers. That interface for the European Online Platform shall:	
Article 7(1), point (a)				
91	(a) include search functions regarding goods, location of repair services, repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and transportation, offered by repairers,	(a) include search functions regarding goods, location of repair services, <u>including a map based function, the possibility to provide cross border services</u> , repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services,	(a) include search functions regarding goods, location of repair services and cross-border provision of services , repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	and applicable European or national quality standards;	including removal, installation and transportation, offered by repairers, and applicable European or national quality standards;	transportation, offered by repairers, and applicable European or national repair quality standards;	
Article 7(1), point (aa)				
91a			(aa) where applicable, include a search function to find sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment;	
Article 7(1), point (b)				
92	(b) enable consumers to request the European Repair Information Form via the platform;	(b) enable consumers to request the European Repair Information Form via the platform;	(b) enable consumers to request the European Repair Information Form via the platform;	
Article 7(1), point (c)				
93	(c) allow for regular updates of contact information and services by repairers;	(c) allow for regular updates of contact information and services by repairers;	(c) allow for regular updates of contact information and services by repairers;	
Article 7(1), point (ca)				
93a		<u><i>(ca) inform consumers about applicable financial and fiscal</i></u>		

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		<u><i>incentives to lower costs of repair;</i></u>		
Article 7(1), point (d)				
94	(d) allow repairers to indicate their adherence to applicable European or national quality standards;	(d) allow repairers to indicate their adherence to applicable European or national quality standards;	(d) allow repairers to indicate their adherence to applicable European or national quality standards;	
Article 7(1), point (da)				
94a		<u><i>(da) allow for consumers to provide a review or rating, reflect the quality of repairers' work;</i></u>		
Article 7(1), point (e)				
95	(e) enable accessibility through national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	(e) enable accessibility through national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	(e) enable accessibility through national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	
Article 7(1), point (f)				
96	(f) ensure accessibility for persons with disabilities	(f) ensure accessibility for persons with disabilities	(f) ensure accessibility for persons with disabilities	
Article 7(1), point (fa)				
96a			(fa) provide contact forms for	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			users to report IT-related issues and issues concerning the repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment; and	
Article 7(1), point (fb)				
96b			(fb) allow for collection of data regarding the functioning of the national sections of the European Online Platform.	
Article 7(1), subparagraph (1a)				
96c		<i><u>Whenever there is at least one platform in the territory of a Member State in private ownership that meets the requirements listed in the first subparagraph, the obligation in that subparagraph is deemed to be fulfilled by the respective Member State.</u></i>		
Article 7(2)				
97	2. Member States shall ensure that the online platform also includes a	2. Member States shall ensure that the online platform also includes a	2. Member States shall ensure that the online platform also includes a	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	search function by product category to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.	search function by product category to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.	search function by product category to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.	
Article 7(3)				
98	3. Registration on the online platform for repairers, as well as for sellers of goods subject to refurbishment and for purchasers of defective goods for refurbishment, shall be voluntary. Member States shall determine the access to the platform in accordance with Union law. The use of the online platform shall be free of charge for consumers.	3. Registration on the online platform for repairers, as well as for <u>community repair initiatives such as repair cafés</u> , sellers of goods subject to refurbishment and for purchasers of defective goods for refurbishment, shall be voluntary. Member States shall determine the access to the platform in accordance with Union law. The use of the online platform shall be free of charge for consumers.	3. Registration on the online platform for repairers, as well as for sellers of goods subject to refurbishment and for purchasers of defective goods for refurbishment, shall be voluntary. Member States shall determine the access to the platform in accordance with Union law. The use of the online platform shall be free of charge for consumers.	
Article 7(3a)				
98a		<u>3a. Member States shall ensure that online platforms are accessible, and ensure that the information provided is up-to-date, and presented in a consumer-friendly manner.</u>		
Article 7(3b)				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
98b		<p><u>3b. Member States shall communicate to the Commission the link of existing online platforms for repair in their territory by ... [12 months after entry into force of this Directive] and the link of every new online platform for repair within 14 working days of their launch. The Commission shall keep a publicly available, easily accessible and machine-readable database of online platforms for repair registered within the Member States.</u></p>		
Article 7(3c)				
98c		<p><u>3c. Member States and the Commission shall take appropriate measures to inform consumers, relevant economic operators and sellers about the availability of online platforms established pursuant to paragraph 1 of this Article and that consumers have easy access to it.</u></p>		
Article 7(3d)				
98d				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u><i>3d. The relevant economic operator or an online platform that allows consumers to conclude distance contracts should provide consumers with information on the availability of online platforms, established pursuant to paragraph 1 of this Article, in their territory.</i></u>		
Article 7a				
98e		<u><i>Article 7a Measures for Micro, Small and Medium-sized enterprises (SMEs)</i></u>		
Article 7a(1)				
98f		<u><i>1. Member States shall take appropriate measures to support micro, small and medium-sized enterprises within the meaning of Commission Recommendation 2003/361/EC in complying with the requirements and obligations set out in this Directive. Those measures shall at least include:</i></u>		
Article 7a(1), point (a)				
98g		<u><i>(a) guidelines or similar</i></u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u><i>measures to raise awareness on how to comply with the requirements and obligations set out in this Directive;</i></u>		
Article 7(3), point (a)				
98h		<u><i>(b) tailored trainings for entrepreneurs and their employees.</i></u>		
Article 7a				
98i			Article 7a Expert Group	
Article 7a(1)				
98j			The Commission shall establish an expert group composed of representatives of all Member States and chaired by a representative of the Commission. The tasks of the expert group shall be to advise the Commission with regard to the design and functioning of the European Online Platform and its national sections.	
Article 7b				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
98k			Article 7b National contact points	
Article 7b(1)				
98l			1. By [24 months after the entry into force of this Directive] Member States shall inform the Commission about either:	
Article 7b(1), point (a)				
98m			(a) the national contact point that they have designated for the European Online Platform; or	
Article 7b(1), point (b)				
98n			(b) the national platform that they have established or will establish in accordance with Article 7, paragraph 2a.	
Article 7b(2)				
98o			2. By [24 months after the entry into force of this Directive] Member States using the national sections of the European	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>Online Platform may adopt conditions, in accordance with Union law, on the access to their national section for repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment. Such conditions may, in particular, provide for prior approval of the registration on the national section by the national contact point or check requirements for professional qualifications. Such Member States shall inform the Commission of any conditions adopted by 24 months after the entry into force of this Directive at the latest.</p>	
Article 7b(3)				
98p			<p>3. Member States using the national sections of the European Online Platform and applying the conditions referred to in paragraph 2 shall ensure that their national section is operational within 6 months from the date the Commission delivers the common online interface provided for in Article</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			7 paragraph 2.	
Article 7b(4)				
98q			4. The national contact point shall be responsible for the following tasks:	
Article 7b(4), point (a)				
98r			(a) providing access to their national section for registration to repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment;	
Article 7b(4), point (b)				
98s			(b) ensuring compliance with any access conditions set by Member States pursuant to paragraph 2; and	
Article 7b(4), point (c)				
98t			(c) assisting the Commission with the operation of the national	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			sections of the European Online Platform.	
Article 8				
99	Article 8 Enforcement	Article 8 Enforcement	Article 8 Enforcement	
Article 8(1)				
100	1. Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.	1. Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.	1. Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.	
Article 8(2)				
101	2. The means referred to in paragraph 1 shall include provisions allowing one or more of the following bodies, as determined by national law, to take action under national law before the courts or competent administrative bodies of the Member State to ensure that the national provisions transposing this Directive are applied:	2. The means referred to in paragraph 1 shall include provisions allowing one or more of the following bodies, as determined by national law, to take action under national law before the courts or competent administrative bodies of the Member State to ensure that the national provisions transposing this Directive are applied:	2. The means referred to in paragraph 1 shall include provisions allowing one or more of the following bodies, as determined by national law, to take action under national law before the courts or competent administrative bodies of the Member State to ensure that the national provisions transposing this Directive are applied:	
Article 8(2), point (a)				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
102	(a) public bodies or their representatives;	(a) public bodies or their representatives;	(a) public bodies or their representatives;	
Article 8(2), point (b)				
103	(b) organisations having a legitimate interest in protecting consumers or the environment;	(b) organisations having a legitimate interest in protecting consumers or the environment;	(b) organisations having a legitimate interest in protecting consumers or the environment;	
Article 8(2), point (c)				
104	(c) professional organisations having a legitimate interest in acting.	(c) professional organisations having a legitimate interest in acting.	(c) professional organisations having a legitimate interest in acting.	
Article 9				
105	Article 9 Consumer information	Article 9 Consumer information	Article 9 Consumer information	
Article 9, first paragraph				
106	Member States shall take appropriate measures to ensure that information on the rights of consumers under this Directive, and on the means to enforce those rights, are available to consumers, including on national websites	Member States shall take appropriate measures to ensure that information on the rights of consumers under this Directive, and on the means to enforce those rights, are available to consumers, including on national websites	Member States shall take appropriate measures to ensure that information on the rights of consumers under this Directive, and on the means to enforce those rights, are available to consumers, including on national websites	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	
Article 9a				
106a		<u>Article 9a</u> <u>Member States measures promoting repair</u>		
Article 9a(1)				
106b		<u>1. Member States shall take appropriate measures promoting repair.</u>		
Article 9a(2)				
106c		<u>2. The measures referred to in paragraph 1 may, for example, take the form of repair vouchers, national repair funds or other actions and incentives.</u>		
Article 9a(3)				
106d		<u>3. Member States shall report to the Commission the measures taken under paragraph 1. By ... [12 months after the date of</u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<i><u>transposition of this Directive], the Commission shall make those measures publicly available. Member States shall report to the Commission on the applicable measures by ... [12 months after the date of transposition of this Directive].</u></i>		
Article 9a(4)				
106e		<i><u>4. Member States shall ensure that the fundamental freedoms to provide services and of establishment as enshrined in the Treaties apply to providers of repair services, including in line with Directive (EU) 2018/958, as applicable. Furthermore, Member States shall not introduce in their national laws unjustified qualification requirements for professional repair services nor shall conduct checks, inspections or investigations which are unjustified in the light of those fundamental freedoms.</u></i>		
Article 9a(5)				
106f		<i><u>5. Member States shall ensure that the provider of a repair shall</u></i>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u><i>be liable for any lack of conformity for the repaired part or parts, aspects or feature of the good, which exists at the time when the consumer received the repaired good and which becomes apparent within a minimum period of at least twelve months of that time.</i></u>		
Article 9a(6)				
	106g	<u><i>6. Member States shall ban practices that impede consumers to exert their right to repair, including but not limited to:</i></u>		
Article 9a(6), point (a)				
	106h	<u><i>(a) banning practices that induce consumers to think that their good cannot be repaired due to previous repair or inspections by an independent repairer, non-professional repairer or end-users, or by inducing that it may generate risks related to safety;</i></u>		
Article 9a(6), point (b)				
	106i	<u><i>(b) prohibiting any contractual,</i></u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u><i>hardware or software technique that could prevent or limit repair and prohibit the refusal to repair a good that has been previously repaired by an independent repairer, non-professional repairer or end-user.</i></u>		
Article 10				
107	Article 10 Mandatory nature	Article 10 Mandatory nature	Article 10 Mandatory nature	
Article 10(1)				
108	1. Unless otherwise provided in this Directive, any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them, or varies their effect, shall not be binding on the consumer.	1. Unless otherwise provided in this Directive, any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them, or varies their effect, shall not be binding on the consumer.	1. Unless otherwise provided in this Directive, any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them, or varies their effect, shall not be binding on the consumer.	
Article 10(2)				
109	2. This Directive shall not prevent the repairer from offering to the consumer contractual arrangements that go beyond the protection	2. This Directive shall not prevent the repairer from offering to the consumer contractual arrangements that go beyond the protection	2. This Directive shall not prevent the repairer from offering to the consumer contractual arrangements that go beyond the protection	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	provided for in this Directive.	provided for in this Directive.	provided for in this Directive.	
Article 10(2), subparagraph (1a)				
109a		<u><i>Member States shall ensure that commercial guarantees of durability sold in addition to the legal guarantee of conformity under Directive (EU) 2019/771, shall always include a right to repair for the product covered during its duration. When promoting the commercial guarantee, producers shall ensure that a summary of the conditions of the commercial guarantee is provided in a clear and precise manner, so that consumers are fully aware of their rights and are not mislead.</i></u>		
Article 11				
110	Article 11 Penalties	Article 11 Penalties	Article 11 Penalties	
Article 11(1)				
111	1. Member States shall lay down the rules on penalties applicable to infringements of national	1. Member States shall lay down the rules on penalties applicable to infringements of national	1. Member States shall lay down the rules on penalties applicable to infringements of national	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	provisions adopted pursuant to Articles 4, 5 and 6 and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective proportionate and dissuasive.	provisions adopted pursuant to Articles 4, 5 and 6 and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective proportionate and dissuasive.	provisions adopted pursuant to Articles 4, 5 and 6 and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective proportionate and dissuasive.	
Article 11(1a)				
111a		<u>1a. Member States shall ensure that the following non-exhaustive and indicative criteria are taken into account for the imposition of penalties, where appropriate:</u>		
Article 11(1a), point (a)				
111b		<u>(a) the nature, gravity, scale and duration of the infringement;</u>		
Article 11(1a), point (b)				
111c		<u>(b) the financial capabilities and the size of the concerned enterprise;</u>		
Article 11(1a), point (c)				
111d		<u>(c) any action taken by the seller</u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>or producer to mitigate or remedy the damage suffered by consumers;</u>		
Article 11(1a), point (d)				
111e		<u>(d) any previous infringements by the seller or producer;</u>		
Article 11(1a), point (e)				
111f		<u>(e) the financial benefits gained or losses avoided by the seller or producer due to the infringement, if the relevant data are available;</u>		
Article 11(1a), point (f)				
111g		<u>(f) penalties imposed on the seller or producer for the same infringement in other Member States in cross-border cases where information about such penalties is available through the mechanism established by Regulation (EU) 2017/2394 of the European Parliament and of the Council;</u>		
Article 11(1a), point (g)				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
111h		<u>(g) any other aggravating or mitigating factors applicable to the circumstances of the case.</u>		
Article 11(1b)				
111i		<u>1b. Member States shall ensure that when penalties are to be imposed in accordance with Article 21 of Regulation (EU) 2017/2394, they include the possibility either to impose fines through administrative procedures or to initiate legal proceedings for the imposition of fines, or both, the maximum amount of such fines being at least 4 % of the seller's or producer's annual turnover in the Member State or Member States concerned.</u>		
Article 11(1c)				
111j		<u>1c. For cases where a fine is to be imposed in accordance with paragraph 1b, but information on the seller's or producer's annual turnover is not available, Member States shall introduce the possibility to impose fines, the maximum amount of which shall</u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>be at least EUR 2 million.</u>		
Article 11(2)				
112	2. Member States shall, by 24 months from the entry into force notify the Commission of the rules and of the measures referred to in paragraph 1 and shall notify it without delay of any subsequent amendment affecting them.	2. Member States shall, by 24 <u>18</u> months from the entry into force notify the Commission of the rules and of the measures referred to in paragraph 1 <u>1</u> and shall notify it without delay of any subsequent amendment affecting them.	2. Member States shall, by 24 months from the entry into force notify the Commission of the rules and of the measures referred to in paragraph 1 and shall notify it without delay of any subsequent amendment affecting them.	
Article 12				
113	Article 12 Amendment to Directive (EU) 2019/771	Article 12 Amendment to Directive (EU) 2019/771	Article 12 Amendment to Directive (EU) 2019/771	
Article 12, first paragraph				
113a		<u>Directive (EU) 2019/771 is amended as follows:</u>		
Article 12, first paragraph, point (1)				
113b		<u>(1) In Article 7(1), point (d) is replaced by the following:</u>		
Article 12, first paragraph, point (1), amending provision, first paragraph				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
113c		<p><u>(d) be of the quantity and possess the qualities and other features, including in relation to durability, reparability, functionality, compatibility and security normal for goods of the same type and which the consumer may reasonably expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller, or other persons in previous links of the chain of transactions, including the producer, particularly in advertising or on labelling.'</u></p>		
Article 12, first paragraph, point (2)				
113d		<p><u>(2) Article 13 is amended as follows:</u></p>		
Article 12, first paragraph				
114	<p>In Article 13(2) of Directive (EU) 2019/771 the following sentence is added:</p>	<p><u>(a)</u> In Article 13(2) of Directive (EU) 2019/771 the following sentence<u>subparagraph</u> is added:</p>	<p>In Article 13(2) of Directive (EU) 2019/771 the following sentence<u>paragraphs</u> are added:</p>	
Article 12, first paragraph, point (2)(b)				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
114a		This line should be removed - it will be technically possible in the next 10 days.		
Article 12, first paragraph, amending provision, first paragraph				
115	<p>‘</p> <p>In derogation from the first sentence of this paragraph, where the costs for replacement are equal to or greater than the costs for repair, the seller shall repair the goods in order to bring those goods in conformity.</p> <p>’</p>	<p>‘</p> <p>In <u>By way of</u> derogation from the first sentence of this paragraph <u>subparagraph</u>, where the costs for replacement are equal to or greater than the costs for repair, the seller shall repair the goods in order to bring those goods in conformity, <u>unless the repair is factually or legally impossible or would create significant inconvenience to the consumer.</u></p> <p>’</p>	<p>‘</p> <p>In derogation from the first sentence of this paragraph, where the costs for replacement are equal to or greater than the costs for repair, the seller shall repair the goods in order to bring those goods in conformity.</p>	
Article 12, first paragraph, amending provision, first paragraph a				
115a			<p>2a. Before the seller provides the remedy to bring the goods into conformity, the seller shall inform the consumer about their right to choose between repair and replacement as well as the possible extension of the liability period, foreseen in paragraph 2b.</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Article 12, first paragraph, amending provision, third paragraph				
115b			<p>2b. Where, in accordance with paragraph 2, repair takes place as the remedy to bring the goods into conformity, the liability period shall be extended once by six months. Member States may maintain or introduce rules providing for more than one extension or for longer periods for the extension of the liability of the seller after repair, or both.</p>	
Article 12, first paragraph, amending provision, fourth paragraph				
115c			<p>2c. Member States which, where in accordance with Article 10(3) or 10(5), do not provide for fixed time limits for the liability of the seller or only provide a limitation period for the remedies, may derogate from paragraph 2b as long as they ensure that the liability of the seller or the limitation period for remedies in the event of repair is at least equivalent to two years and six months.</p>	
Article 12, first paragraph, point (2)(c)				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
115d		<i><u>(b) The following paragraph is inserted:</u></i>		
Article 12, first paragraph, point (2)(c), amending provision, first paragraph				
115e		<i><u>3a. In the event that the consumer chooses for repair as the remedy to have the goods brought into conformity, the consumer may also directly request the producer to bring the goods into conformity. A fulfilment of this request by the producer is deemed to discharge the seller from its liability pursuant to Article 10.</u></i>		
Article 12, first paragraph, point (2)(c)				
115f		<i><u>(c) The following paragraph is inserted:</u></i>		
Article 12, first paragraph, point (2)(c), amending provision, first paragraph				
115g		<i><u>4a. Where, in accordance with paragraph 2 of this Article, the good has been brought into</u></i>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>conformity by means of repair, the seller or producer shall be liable for any lack of conformity which exists at the time the consumer received the repaired goods and which becomes apparent within 1 year after that time provided that Member States have maintained or introduced time limits for the conformity of the original good in accordance with Article 10, paragraphs 1, 2 or 3. This shall not apply if the seller has already successfully repaired the goods in accordance with Article 10. Without prejudice to Article 7(3), this paragraph shall also apply to goods with digital elements. This paragraph shall be without prejudice to other time limits under Article 10 and further claims of the consumer.</u></p>		
Article 12, first paragraph, point (3)				
115h		<p><u>(3) Article 14 is amended as follows:</u></p>		
Article 12, first paragraph, point (3)(a)				
115i		<p><u>(a) Paragraph 1 is replaced by the</u></p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>following:</u>		
Article 12, first paragraph, point (3)(a), amending provision, first paragraph				
115j		<p>1. <u>Repairs shall be carried out:</u> <u>(a) free of charge;</u> <u>(b) within a reasonable period of time from the moment the seller has been informed by the consumer about the repair;</u> <u>(c) without any significant inconvenience to the consumer, taking into account the nature of the goods and the purpose for which the consumer required the goods; and</u> <u>(ca) depending on the specificities of the relevant product-category, in particular of its permanent availability for the consumer, the seller shall provide the consumer free of charge with a replacement good, including a refurbished good on loan if the repair cannot be completed during the period referred to in point (b).</u></p>		
Article 12, first paragraph, point (3)(b)				
115k		<u>(b) The following paragraph is</u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u><i>inserted:</i></u>		
Article 12, first paragraph, point (3)(b), amending provision, first paragraph				
115l		<p><u><i>1a. Replacements shall be carried out:</i></u> <u><i>a) free of charge;</i></u> <u><i>b) within a reasonable period of time from the moment the seller has been informed by the consumer about the lack of conformity;</i></u> <u><i>c) without any significant inconvenience to the consumer, taking into account the nature of the goods and the purpose for which the consumer has required the goods.</i></u> <u><i>d) upon the explicit request by the consumer, by offering a refurbished good.</i></u></p>		
Article 12, first paragraph, point (3)(c)				
115m		<u><i>(c) The following paragraph is inserted:</i></u>		
Article 12, first paragraph, point (3)(c), amending provision, first paragraph				
115n				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p>4a. <u>In the event that the consumer decides, pursuant to Article 13(3a), that the producer shall bring the goods in conformity by means of repair, the producer shall be considered to be the seller for the purpose of this Article.</u></p>		
Article 12, first paragraph, point (4)				
115o		<p>(4) <u>In Article 17 the following paragraph is inserted:</u></p>		
Article 12, first paragraph, point (4), amending provision, first paragraph				
115p		<p>1a. <u>The commercial guarantee is without prejudice to the consumer's right pursuant to Article 13(3a) to choose for the producer to repair a good that is not in conformity. Any terms of the commercial guarantee that discourage the consumer from making use of its right pursuant to Article 13(3a) are deemed to be void.</u></p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Article 13				
116	Article 13 Amendment to Directive (EU) 2020/1828	Article 13 Amendment to Directive (EU) 2020/1828	Article 13 Amendment to Directive (EU) 2020/1828	
Article 13, first paragraph				
117	In Annex I to Directive (EU) 2020/1828, point 67 is added:	In Annex I to Directive (EU) 2020/1828, point 67 is added:	In Annex I to Directive (EU) 2020/1828, point 67 68 is added:	
Article 13, first paragraph, amending provision, numbered paragraph (67)				
118	67. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx).	67. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx).	67. 68. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx)?.	
Article 14				
119	Article 14 Amendment to Regulation (EU) 2017/2394	Article 14 Amendment to Regulation (EU) 2017/2394	Article 14 Amendment to Regulation (EU) 2017/2394	
Article 14, first paragraph				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
120	In the Annex to Regulation (EU) 2017/2394, the following point 27 is added:	In the Annex to Regulation (EU) 2017/2394, the following point 27 is added:	In the Annex to Regulation (EU) 2017/2394, the following point 27 is added:	
Article 14, first paragraph, amending provision, numbered paragraph (27)				
121	27. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx) .	27. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx) .	27. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx) .	
Article 14a				
121a		<u>Article 14a</u> <u>Evaluation report</u>		
Article 14a(1), first subparagraph				
121b		<u>1. By 15 years after the entry into force of this Directive, the Commission shall carry out an evaluation of this Directive and assess its contribution, and in particular Articles 5, 9a and 12, to</u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<i><u>the proper functioning of the internal market, the high level of consumer protection and the improvement of the environmental sustainability of products, as well as their impact on businesses, in particular micro, small and medium enterprises.</u></i>		
Article 14a(1), second subparagraph				
121c		<i><u>With regards to Article 7 it shall evaluate and assess the effectiveness of online platforms for repair based on data from individual Member States, containing information on the number of active repair service providers, consumers and the number of transactions performed.</u></i>		
Article 14a(2)				
121d		<i><u>2. The Commission shall draw up a report on the main findings and submit it to the European Parliament, the Council, the European Economic and Social Committee, and the Committee of the Regions. Member States shall provide the Commission with the</u></i>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u><i>information necessary for the preparation of that report.</i></u>		
Article 14a(3)				
121e		<u><i>3. The report shall be accompanied, where appropriate, by a legislative proposal.</i></u>		
Article 15				
122	Article 15 Exercise of the delegation	Article 15 Exercise of the delegation	Article 15 Exercise of the delegation	
Article 15(1)				
123	1. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.	1. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.	1. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.	
Article 15(2)				
124	2. The power to adopt delegated acts referred to in Article 5(4) shall be conferred on the Commission for a period of six years from [one month after the entry into force of this act]. The Commission shall	2. The power to adopt delegated acts referred to in Article 5(4) shall be conferred on the Commission for a period of six years from [one month after the entry into force of this act]. The Commission shall	2. The power to adopt delegated acts referred to in Article 5(4) shall be conferred on the Commission for a period of six years from [one month after the entry into force of this act]. The Commission shall	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	draw up a report in respect of the delegation of power not later than nine months before the end of the six-year period. The delegation of power shall be tacitly extended for periods of an identical duration, unless the European Parliament or the Council opposes such extension not later than three months before the end of each period.	draw up a report in respect of the delegation of power not later than nine months before the end of the six-year period. The delegation of power shall be tacitly extended for periods of an identical duration, unless the European Parliament or the Council opposes such extension not later than three months before the end of each period.	draw up a report in respect of the delegation of power not later than nine months before the end of the six-year period. The delegation of power shall be tacitly extended for periods of an identical duration, unless the European Parliament or the Council opposes such extension not later than three months before the end of each period.	
Article 15(3)				
125	3. The delegation of power referred to in Article 5(4) 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 on 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.	3. The delegation of power referred to in Article 5(4) 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 on 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.	3. The delegation of power referred to in Article 5(4) 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 on 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.	
Article 15(4)				
126	4. Before adopting a delegated act, the Commission shall consult	4. Before adopting a delegated act, the Commission shall consult	4. Before adopting a delegated act, the Commission shall consult	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	experts designated by each Member State acting in accordance with the principles laid down in the Inter-institutional Agreement of 13 April 2016 on Better Law-Making.	experts designated by each Member State acting in accordance with the principles laid down in the Inter-institutional Agreement of 13 April 2016 on Better Law-Making.	experts designated by each Member State acting in accordance with the principles laid down in the Inter-institutional Agreement of 13 April 2016 on Better Law-Making.	
Article 15(5)				
127	5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.	5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.	5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.	
Article 15(6)				
128	6. A delegated act adopted pursuant to Article 5(4) 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.	6. A delegated act adopted pursuant to Article 5(4) 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.	6. A delegated act adopted pursuant to Article 5(4) 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.	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Article 16					
129	Article 16 Transitional provisions	Article 16 Transitional provisions	Article 16 Transitional provisions	
Article 16	(1)				
130	1. Article 5(1) and (2) and Article 6 of this Directive shall not apply to contracts for the provision of repair services concluded before [24 months after the entry into force].	1. Article 5(1) and (2) and Article 6 of this Directive shall not apply to contracts for the provision of repair services concluded before [24 18 months after the entry into force].	1. Article 5(1) and (2) and Article 6 of this Directive shall not apply to contracts for the provision of repair services concluded before [24 months after the entry into force].	
Article 16	(2)				
131	2. Article 12 of this Directive shall not apply to sales contracts concluded before [24 months after the entry into force]	2. Article 12 of this Directive shall not apply to sales contracts concluded before [24 18 months after the entry into force]	2. Article 12 of this Directive shall not apply to sales contracts concluded before [24 + 6 months after the entry into force].	
Article 17				
132	Article 17 Transposition	Article 17 Transposition	Article 17 Transposition	
Article 17(1), first subparagraph				
133	1. Member States shall bring into force the laws, regulations and	1. Member States shall bring into force the laws, regulations and	1. Member States shall bring into force the laws, regulations and	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	administrative provisions necessary to comply with this Directive by [24 months from the entry into force] at the latest. They shall immediately inform the Commission thereof.	administrative provisions necessary to comply with this Directive by [24 18 months from the entry into force] at the latest. They shall immediately inform the Commission thereof.	administrative provisions necessary to comply with this Directive by [24 months from the entry into force] at the latest. They shall immediately inform the Commission thereof.	
Article 17(1), second subparagraph				
134	When Member States adopt those measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by Member States.	When Member States adopt those measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by Member States.	When Member States adopt those measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by Member States.	
Article 17(1), third subparagraph				
135	Member States shall apply those measures from [24 months from the entry into force].	Member States shall apply those measures from [24 18 months from the entry into force].	Member States shall apply those measures from [24+ 6 months from the entry into force].	
Article 17(2)				
136	2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive	2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive	2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	and the national online platforms on repair and goods subject to refurbishment established in accordance with this Directive.	and the national online platforms on repair and goods subject to refurbishment established in accordance with this Directive.	and the national online platforms on repair and goods subject to refurbishment established in accordance with this Directive.	
Article 18				
137	Article 18 Entry into force	Article 18 Entry into force	Article 18 Entry into force	
Article 18, first paragraph				
138	This Directive shall enter into force on the twentieth day following its publication in the Official Journal of the European Union.	This Directive shall enter into force on the twentieth day following its publication in the Official Journal of the European Union.	This Directive shall enter into force on the twentieth day following its publication in the Official Journal of the European Union.	
Article 19				
139	Article 19 Addressees	Article 19 Addressees	Article 19 Addressees	
Article 19, first paragraph				
140	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	
Formula				
141				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Done at Brussels,	Done at Brussels,	Done at Brussels,	
Formula				
142	For the European Parliament	For the European Parliament	For the European Parliament	
Formula				
143	The President	The President	The President	
Formula				
144	For the Council	For the Council	For the Council	
Formula				
145	The President	The President	The President	
Annex I				
146	Annex I	Annex I	Annex I	
Annex I, first paragraph				
147	EUROPEAN REPAIR INFORMATION FORM	EUROPEAN REPAIR INFORMATION FORM	EUROPEAN REPAIR INFORMATION FORM	
Annex I, Part I				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
148	Part I 1. Identity and contact details of the repairer providing the repair service	Part I 1. Identity and contact details of the repairer providing the repair service	Part I 1. Identity and contact details of the repairer providing the repair service	
Annex I, Table 1, Column 1, Row 1				
149	Repairer	Repairer	Repairer	
Annex I, Table 1, Column 1, Row 2				
150	Address	Address	Address	
Annex I, Table 1, Column 1, Row 3				
151	Telephone number	Telephone number	Telephone number	
Annex I, Table 1, Column 1, Row 4				
152	Email address	Email address	Email address	
Annex I, Table 1, Column 1, Row 5				
153	If provided by the repairer, other means of online communication, which enable the consumer to contact, and communicate with, the repairer quickly and efficiently	If provided by the repairer, other means of online communication, which enable the consumer to contact, and communicate with, the repairer quickly and efficiently	If provided by the repairer, other means of online communication, which enable the consumer to contact, and communicate with, the repairer quickly and efficiently	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Annex I, Table 1, Column 2, Row 1				
154	[Identity]	[Identity]	[Identity]	
Annex I, Table 1, Column 2, Row 2				
155	[Geographical address to be used by the consumer]	[Geographical address to be used by the consumer]	[Geographical address to be used by the consumer]	
Annex I, Table 1, Column 2, Row 3				
156				
Annex I, Table 1, Column 2, Row 4				
157				
Annex I, Table 1, Column 2, Row 5				
158				
Annex I, Part II				
159	Part II 2. Information on the repair service	Part II 2. Information on the repair service	Part II 2. Information on the repair service	
Annex I, Table 2, Column 1, Row 1				
160				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Good to be repaired	Good to be repaired	Good to be repaired	
Annex I, Table 2, Column 1, Row 2				
161	Determination of the defect	Determination of the defect	Determination Nature of the defect	
Annex I, Table 2, Column 1, Row 3				
162	Type of repair suggested	Type of repair suggested	Type of repair suggested	
Annex I, Table 2, Column 1, Row 4				
163	Price for repair or, if it cannot be calculated, the applicable calculation method and maximum price of repair	<u>Maximum</u> price <u>expected</u> for repair or, if it cannot be calculated, the applicable calculation method and maximum price of repair	Price for repair or, if it cannot be calculated, the applicable calculation method and maximum price of repair	
Annex I, Table 2, Column 1, Row 5				
164	Estimated time to complete repair	Estimated time to complete repair	Estimated Time to complete repair	
Annex I, Table 2, Column 1, Row 6				
165	Availability of a temporary replacement product	Availability of a temporary replacement product	Availability of a temporary replacement product product goods	
Annex I, Table 2, Column 1, Row 7				
166				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	If yes, indicate the corresponding costs, if any:	If yes, indicate the corresponding costs, if any:	If yes, indicate the corresponding costs, if any:	
Annex I, Table 2, Column 1, Row 8				
167	Place of repair	Place of repair	Place of repair to hand over the goods	
Annex I, Table 2, Column 1, Row 9				
168	If applicable, the availability of ancillary services	If applicable, the availability of ancillary services	If applicable, the availability of ancillary services	
Annex I, Table 2, Column 1, Row 10				
169	If yes, indicate the corresponding costs, if any:	<p>If yes, indicate the corresponding costs, if any:</p> <p>Since TTE does not support change in structure of annexed/nested tables, this cell is annotated in order to remember that in the EP mandate there is an extra line immediately after this line (it should be Annex 1, Table 2, Column 1, Row 10a) with the following content:</p> <p>"If applicable, additional information provided voluntarily by the repairer"</p>	If yes, indicate the corresponding costs, if any:	
Annex I, Table 2, Column 2, Row 1				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
170	[Identification of the good]	[Identification of the good]	[Identification of the good]	
Annex I, Table 2, Column 2, Row 2				
171	[Description of the defect]	[Description of the defect]	[Description of the defect]	
Annex I, Table 2, Column 2, Row 3				
172	[What kind of measures will be taken to repair the defect]	[What kind of measures will be taken to repair the defect]	[What kind of measures will be taken to repair the defect]	
Annex I, Table 2, Column 2, Row 4				
173	[This means the total amount or, if not possible, the calculation method and the ceiling for the repair service, in EUR/national currency]	[This means the total amount or, if not possible, the calculation method and the ceiling for the repair service, in EUR/national currency]	[This means the total amount or, if not possible, the calculation method and the ceiling for the repair service, in EUR/national currency]	
Annex I, Table 2, Column 2, Row 5				
174	[In days, counting from the conclusion of the contract until the repair will be completed]	[In days, counting from the conclusion of the contract until the repair will be completed]	[In days, counting from the conclusion of the contract until the repair will be completed] Time by which the repairer undertakes to perform the service in days]	
Annex I, Table 2, Column 2, Row 6				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
175	[A temporary replacement product means that the consumer will receive an equivalent product for use during the time of repair, the repairer has to indicate ‘Yes’ or ‘No’]	[A temporary replacement product means that the consumer will receive an equivalent product for use during the time of repair, the repairer has to indicate ‘Yes’ or ‘No’]	[A temporary replacement product goods means that the consumer will receive an equivalent product goods for use during the time of repair, the repairer has to indicate ‘Yes’ or ‘No’]	
Annex I, Table 2, Column 2, Row 7				
176	[In EUR/national currency]	[In EUR/national currency]	[In EUR/national currency]	
Annex I, Table 2, Column 2, Row 8				
177	[The place where repair is carried out by the repairer, for instance, at the residence of the consumer, the location of the repair facility or elsewhere]	[The place where repair is carried out by the repairer, for instance, at the residence of the consumer, the location of the repair facility or elsewhere]	[The place where repair is carried out by the repairer, for instance, at the residence of the consumer, the location of the the consumer hands over the goods for repair facility or elsewhere]	
Annex I, Table 2, Column 2, Row 9				
178	[Indicate if and to the extent ancillary services such as removal, installation and transportation are offered, or ‘None’ if no ancillary service is offered for the repair concerned]	[Indicate if and to the extent ancillary services such as removal, installation and transportation are offered, or ‘None’ if no ancillary service is offered for the repair concerned]	[Indicate if and to the extent ancillary services such as removal, installation and transportation are offered, or ‘None’ if no ancillary service is offered for the repair concerned]	
Annex I, Table 2, Column 2, Row 10				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
179	[In EUR/national currency, per service offered]	[In EUR/national currency, per service offered]	[In EUR/national currency, per service offered]	
Annex I, first paragraph a				
179a			The period of validity of the European Repair Information Form; New row to table, first column	
Annex I, second paragraph				
179b			[Period of validity of at least 30 days] New row to table, second column	
Annex I, third paragraph				
179c			If applicable, additional information New second row to table, first column	
Annex I, fourth paragraph				
179d			[Additional information provided voluntarily]	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			New second row to table, second column	
Annex I, second paragraph				
180	Indications between square brackets provide explanations for the repairer and must be replaced with the corresponding information.	Indications between square brackets provide explanations for the repairer and must be replaced with the corresponding information.	Indications between square brackets provide explanations for the repairer and must be replaced with the corresponding information.	
Annex II				
181	Annex II	Annex II	Annex II	
Annex II, first paragraph				
182	LIST OF UNION LEGAL ACTS	LIST OF UNION LEGAL ACTS	LIST OF UNION LEGAL ACTS	
Annex II, second paragraph				
183	LAYING DOWN REPARABILITY REQUIREMENTS	LAYING DOWN REPARABILITY REQUIREMENTS <u>AND LIST OF REPARABLE GOODS</u>	LAYING DOWN REPARABILITY REQUIREMENTS	
Annex II, point 1.				
184				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>1. Household washing machines and household washer-dryers according to Commission Regulation (EU) 2019/2023¹</p> <p>1. Commission Regulation (EU) 2019/2023 of 1 October 2019 laying down ecodesign requirements for household washing machines and household washer-dryers pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).</p>	<p>1. Household washing machines and household washer-dryers according to Commission Regulation (EU) 2019/2023¹</p> <p>1. -Commission Regulation (EU) 2019/2023 of 1 October 2019 laying down ecodesign requirements for household washing machines and household washer-dryers pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).</p>	<p>1. Household washing machines and household washer-dryers according to Commission Regulation (EU) 2019/2023¹</p> <p>1. -Commission Regulation (EU) 2019/2023 of 1 October 2019 laying down ecodesign requirements for household washing machines and household washer-dryers pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).</p>	
Annex II, point 2.				
185	<p>2. Household dishwashers according to Commission Regulation (EU) 2019/2022¹</p> <p>1. Commission Regulation (EU) 2019/2022 of 1 October 2019 laying down ecodesign requirements for household dishwashers pursuant to Directive 2009/125/EC of the European Parliament and of the Council amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1016/2010 (OJ 315, 5.12.2019, p. 267).</p>	<p>2. Household dishwashers according to Commission Regulation (EU) 2019/2022¹</p> <p>1. -Commission Regulation (EU) 2019/2022 of 1 October 2019 laying down ecodesign requirements for household dishwashers pursuant to Directive 2009/125/EC of the European Parliament and of the Council amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1016/2010 (OJ 315, 5.12.2019, p. 267).</p>	<p>2. Household dishwashers according to Commission Regulation (EU) 2019/2022¹</p> <p>1. -Commission Regulation (EU) 2019/2022 of 1 October 2019 laying down ecodesign requirements for household dishwashers pursuant to Directive 2009/125/EC of the European Parliament and of the Council amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1016/2010 (OJ 315, 5.12.2019, p. 267).</p>	
Annex II, point 3.				
186	3. Refrigerating appliances with a	3. Refrigerating appliances with a	3. Refrigerating appliances with a	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>direct sales function according to Commission Regulation (EU) 2019/2024¹</p> <p>1. Commission Regulation (EU) 2019/2024 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances with a direct sales function pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 315, 5.12.2019, p. 313).</p>	<p>direct sales function according to Commission Regulation (EU) 2019/2024¹</p> <p>1. -Commission Regulation (EU) 2019/2024 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances with a direct sales function pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 315, 5.12.2019, p. 313).</p>	<p>direct sales function according to Commission Regulation (EU) 2019/2024¹</p> <p>1. -Commission Regulation (EU) 2019/2024 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances with a direct sales function pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 315, 5.12.2019, p. 313).</p>	
Annex II, point 4.				
187	<p>4. Refrigerating appliances according to Commission Regulation (EU) 2019/2019¹</p> <p>1. Commission Regulation (EU) 2019/2019 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances pursuant to Directive 2009/125/EC of the European Parliament and of the Council and repealing Commission Regulation (EC) No 643/2009 (OJ 315, 5.12.2019, p. 187).</p>	<p>4. Refrigerating appliances according to Commission Regulation (EU) 2019/2019¹</p> <p>1. -Commission Regulation (EU) 2019/2019 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances pursuant to Directive 2009/125/EC of the European Parliament and of the Council and repealing Commission Regulation (EC) No 643/2009 (OJ 315, 5.12.2019, p. 187).</p>	<p>4. Refrigerating appliances according to Commission Regulation (EU) 2019/2019¹</p> <p>1. -Commission Regulation (EU) 2019/2019 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances pursuant to Directive 2009/125/EC of the European Parliament and of the Council and repealing Commission Regulation (EC) No 643/2009 (OJ 315, 5.12.2019, p. 187).</p>	
Annex II, point 5.				
188	<p>5. Electronic displays according to Commission Regulation (EU) 2019/2021¹</p> <p>1. Commission Regulation (EU) 2019/2021 of 1 October 2019 laying down</p>	<p>5. Electronic displays according to Commission Regulation (EU) 2019/2021¹</p> <p>1. -Commission Regulation (EU) 2019/2021 of 1 October 2019 laying down</p>	<p>5. Electronic displays according to Commission Regulation (EU) 2019/2021¹</p> <p>1. -Commission Regulation (EU) 2019/2021 of 1 October 2019 laying down</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	ecodesign requirements for electronic displays pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EC) No 642/2009 (OJ 315, 5.12.2019, p.241).	ecodesign requirements for electronic displays pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EC) No 642/2009 (OJ 315, 5.12.2019, p.241).	ecodesign requirements for electronic displays pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EC) No 642/2009 (OJ 315, 5.12.2019, p.241).	
Annex II, point 6.				
189	<p>6. Welding equipment according to Commission Regulation (EU) 2019/1784¹</p> <p>1. Commission Regulation (EU) 2019/1784 of 1 October 2019 laying down ecodesign requirements for welding equipment pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 272, 25.10.2019, p. 121).</p>	<p>6. Welding equipment according to Commission Regulation (EU) 2019/1784¹</p> <p>1. -Commission Regulation (EU) 2019/1784 of 1 October 2019 laying down ecodesign requirements for welding equipment pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 272, 25.10.2019, p. 121).</p>	<p>6. Welding equipment according to Commission Regulation (EU) 2019/1784¹</p> <p>1. -Commission Regulation (EU) 2019/1784 of 1 October 2019 laying down ecodesign requirements for welding equipment pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 272, 25.10.2019, p. 121).</p>	
Annex II, point 7.				
190	<p>7. Vacuum cleaners according to Commission Regulation (EU) 666/2013¹</p> <p>1. Commission Regulation (EU) 666/2013 of 8 July 2013 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for vacuum cleaners (OJ 192, 13.07.2013, p. 24).</p>	<p>7. Vacuum cleaners according to Commission Regulation (EU) 666/2013¹</p> <p>1. -Commission Regulation (EU) 666/2013 of 8 July 2013 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for vacuum cleaners (OJ 192, 13.07.2013, p. 24).</p>	<p>7. Vacuum cleaners according to Commission Regulation (EU) 666/2013¹</p> <p>1. -Commission Regulation (EU) 666/2013 of 8 July 2013 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for vacuum cleaners (OJ 192, 13.07.2013, p. 24).</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Annex II, point 8.				
191	<p>8. Servers and data storage products according to Commission Regulation (EU) 2019/424¹</p> <p>1. Commission Regulation (EU) 2019/424 of 15 March 2019 laying down ecodesign requirements for servers and data storage products pursuant to Directive 2009/125/EC of the European Parliament and of the Council and amending Commission Regulation (EU) No 617/2013 (OJ 74, 18.03.2019, p. 46).</p>	<p>8. Servers and data storage products according to Commission Regulation (EU) 2019/424¹</p> <p>1. Commission Regulation (EU) 2019/424 of 15 March 2019 laying down ecodesign requirements for servers and data storage products pursuant to Directive 2009/125/EC of the European Parliament and of the Council and amending Commission Regulation (EU) No 617/2013 (OJ 74, 18.03.2019, p. 46).</p>	<p>8. Servers and data storage products according to Commission Regulation (EU) 2019/424¹</p> <p>1. Commission Regulation (EU) 2019/424 of 15 March 2019 laying down ecodesign requirements for servers and data storage products pursuant to Directive 2009/125/EC of the European Parliament and of the Council and amending Commission Regulation (EU) No 617/2013 (OJ 74, 18.03.2019, p. 46).</p>	
Annex II, point 9.				
192	<p>9. [Mobile phones, cordless phones and tablets according to Commission Regulation (EU) .../...¹]</p> <p>1. ...</p>	<p>9. fMobile phones, cordless phones and tablets according to Commission Regulation (EU) .../...¹f</p> <p>1. ...</p>	<p>9. {Mobile phones, cordless phones and slate tablets according to Commission Regulation (EU) .../...¹}2023/1670¹</p> <p>1. Commission Regulation (EU) 2023/1670 of 16 June 2023 laying down ecodesign requirements for smartphones, mobile phones other than smartphones, cordless phones and slate tablets pursuant to Directive 2009/125/EC of the European Parliament and of the Council and amending Commission Regulation (EU) 2023/826 (OJ L 214, 31.8.2023, p. 47–93).</p> <p>...</p>	
Annex II, point 9a.				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
192a		<u>9a. Bicycles</u>		