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NOTE

From:	General Secretariat of the Council
To:	Permanent Representatives Committee
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 - Preparation for the Trilogue

I. INTRODUCTION

1. On 22 March 2023, the Commission submitted to the Council and the European Parliament a proposal for a Directive of the European Parliament and of the Council on common rules promoting the repair of goods¹, which aims to increase the repair and reuse of viable defective goods purchased by consumers within and beyond the legal guarantee of conformity and thus to promote sustainable consumption.

¹ 7767/23 + ADD1-4.

2. The draft Directive is based on Article 114 of the Treaty on the Functioning of the European Union (TFEU) (ordinary legislative procedure). The draft Directive is one of the initiatives set out in the Commission's 2020 New Consumer Agenda² and 2020 Circular Economy Action Plan³, and follows up the European Green Deal⁴.
3. The European Economic and Social Committee delivered its opinion on 14 June 2023⁵.
4. In the European Parliament, the Committee on the Internal Market and Consumer Protection (IMCO) has the lead responsibility. Mr. René REPASI (S&D, Germany) was appointed rapporteur. On 25 October 2023 the Committee voted its report. The European Parliament adopted its negotiating mandate⁶ at the plenary session on 21 November 2023.
5. On 22 November 2023, the Permanent Representative Committee (I) mandated⁷ the Presidency to start negotiations with the European Parliament.

II. INTER-INSTITUTIONAL NEGOTIATIONS: STATE OF PLAY

6. The first trilogue was held under the Spanish Presidency on 7 December 2023. The co-legislators explained their views on the main political issues and gave a broad mandate for the subsequent technical meetings to identify and make progress on areas of compromise.
7. The technical level held exchanges in eleven meetings and prepared compromise proposals on certain provisions (see the four-column table in the Annex to this Note).
8. The Working Party on Consumer Protection and Information was convened to discuss the progress in the inter-institutional technical meetings on 12, 18 and 25 January 2024.
9. The next political trilogue is scheduled for 1 February 2024.

² 12976/20 (COM(2020) 696 final).

³ 6766/20 + ADD1 (COM(2020) 98 final).

⁴ 15051/19 + ADD1 (COM(2019) 640 final).

⁵ 10768/23.

⁶ T9-0400/2023.

⁷ 15408/23.

III. THE PROPOSED MANDATE AND OPEN ISSUES

10. At the technical level, a number of issues have been provisionally agreed (see the last column of the table in the Annex). Compromises include both editorial and technical matters but cover also more political issues, *inter alia*, the following ones:
- a) Definitions (Article 2): The European Parliament accepted the Council mandate regarding several definitions but insists on its definition of “fulfilment service provider”, pending the outcome of the negotiations on Articles 5 and 6.
 - b) European Repair Information Form (Article 4): The co-legislators found a compromise by deciding to make the Form optional (as in the Parliament’s mandate), with the conditions specified in the Council mandate. Recital 7 explains the benefits of the voluntary Form and also provides clarifications.
 - c) Information on the obligation to repair (Article 6): The European Parliament changed the Commission’s proposal regarding an information obligation for producers on their obligation to repair by imposing the same obligation on sellers. During the negotiations the Presidency was able to convince the European Parliament to drop this amendment that would entail disproportionate burden for sellers.
 - d) Online Platform (Article 7): The co-legislators provisionally agreed to opt for a combination of the European Online Platform and national online platforms for those Member States that choose to continue or start such initiatives. A European platform with national sections would improve consumer access and convenience and would provide for better cross-border service. The compromise retains in essence the Council mandate and addresses some of the concerns of the European Parliament: national platforms, whether public or private, would be included and, if Member States choose to do so, community-led repair initiatives could be listed in national platforms/ on the national sections of the European Online Platform.

11. Nevertheless, to date, there are some **outstanding issues** which are expected to be the main points of discussion in the forthcoming informal trilogue. Following the discussion at the Working Party meetings and at technical level with the Parliament, the Presidency has identified a set of issues where it seems necessary to revise the Council mandate for further negotiations so that compromise solutions can be sought more effectively. These issues are listed below in order of the individual articles. The Presidency would like to inform delegations of its intentions and to invite them to reflect on the questions below and to express their views on possible areas of flexibility in order to reach a compromise.

- **Article 5 – Scope of the obligation to repair (rows 83, 85)**

The main point of contention between the Council and the European Parliament concerns the scope of goods that manufacturers will be obliged to repair (listed in Annex II of the proposed Directive). While the Council mandate does not change the Commission proposal, which limits the scope to goods for which Union legal acts impose reparability requirements, the European Parliament is determined to extend the scope also to goods for which no reparability requirements are specified by Union law and to already include the product category of bicycles in Annex II. The Presidency intends to defend the Council position. However, to find an overall balanced agreement on the whole text, the **Presidency suggests** going a step closer to the European Parliament's request, without exceeding the limits of the Council's position by empowering the Commission to adopt, under certain conditions, implementing acts identifying types of bicycles or respective components, which are subject to the repair obligation and laying out the extent for an obligation to repair.

Q1: Can delegations agree with the Presidency's suggestion that would be used as a "last resort solution" in the context of the trilogue?

- **Article 5 – Provisions on spare parts (rows 85 and 85a-b)**

The European Parliament insists on including an obligation for manufacturers to give all actors access to all spare parts and all repair-related information (row 85), obliges manufacturers to make information available on the prices of the spare parts on their website (row 85a) and prohibits manufacturers to impede the use of e.g. second hand spare parts or spare parts issued from 3D-printing by independent repairers (row 85b). **The Presidency intends to oppose the Parliament's amendments** taking into consideration the delegations' views expressed in the Working Party discussions.

- **Article 5 (and Articles 2 and 6) - “fulfilment service providers” (rows 54a, 84, 88)**

The European Parliament insists on including fulfilment service providers in the liability chain and makes a reference to legal instruments in the context of product safety, namely the Market Surveillance Regulation and the General Product Safety Regulation. The Presidency has consistently argued that fulfilment service providers should not be held liable for the failure of the manufacturer to comply with the obligations under this Directive. **The Presidency intends to oppose the Parliament's demands** taking into consideration the delegations' views expressed in the Working Party discussions.

- **Article 7a – Measures for SMEs (rows 98e-h)**

The European Parliament introduces an obligation for Member States to take measures (at least by providing guidelines and trainings) to help SMEs comply with the requirements of the Directive. Few, if any, of the provisions of this Directive would require specific guidance. Furthermore, it would be more appropriate for the Commission to provide any guidance necessary to ensure the authentic interpretation of the provisions of this Directive. The provisions of this Directive do not require tailor-made training for contractors and their employees.

The Presidency intends to oppose the Parliament's amendment taking into consideration the delegations' views expressed in the Working Party discussions.

- **Article 9a - Member States' measures to promote repair (rows 106a-i, 35a)**

This Article proposed by the European Parliament essentially consists of three parts:

The first part sets an obligation upon Member States to take **measures to promote repair** and report on them to the Commission. During the negotiations it has become clear that such measures could be of financial or of non-financial nature. Several Member States have indicated that they could only agree to a non-binding provision. The **Presidency**, however, would like to **request the Member States' flexibility** in order to be able to defend other aspects of the Council's mandate.

The second part introduces a new liability regime for repaired parts (row 106f). The **Presidency intends to oppose the Parliament's amendment** considering the delegations' views expressed in the Working Party discussions.

The third part of this Article concerns elements that were already addressed in the context of Article 5(3), namely introducing an obligation upon Member States to ban practices that impede consumers to exert their right to repair. These bans would, however, not be limited to the scope of Article 5. The **Presidency will oppose provisions on such bans**, considering the delegations' views expressed in the Working Party discussions.

Q2: Could delegations accept an obligation for Member States to provide for at least one measure to promote repair (along the lines of recital 26a proposed by the Presidency, that provides a non-exhaustive list of possible measures, such as measures of non-financial nature, measures of financial nature or taxation measures), whilst the reporting obligations for Member States would be limited to a reasonable minimum?

- **Article 11 - Penalties (rows 111a- 111j and 112)**

The Parliament's proposal adds a list of non-exhaustive and indicative criteria that should be taken into account by Member States for the imposition of penalties, aligning the provisions with the Unfair Commercial Practices Directive, the Unfair Contract Terms Directive and the Consumer Rights Directive, hereby introducing the requirement to impose fines of a maximum amount of at least 4% of the seller's or the producer's annual turnover in the event of a serious cross border infringement. The **Presidency** intends to defend the Council mandate but would like to **request the Member States' conditional flexibility**, if in the context of a balanced overall package more stringent penalties regarding specific provisions of the text would be appropriate.

Q3: Could Member States, in the context of an overall balanced compromise package, indicate any flexibility towards the introduction of more stringent criteria for the imposition of penalties with regards to infringements related to the obligation to repair (Article 5), if these infringements would amount to the level of widespread infringements with Union dimension?

- **Article 12 - Changes to the Sale of Goods Directive (rows 115, 115a-p)**

Under the current rules of the Sale of Goods Directive, consumers are entitled to choose between replacement or repair when a good becomes defective during the legal guarantee period, which under EU law is at least two years. In line with the Commission proposal, the European Parliament intends to change article 13 of the Sale of Goods Directive and favour the repair of a defective good over its replacement, unless repair is more expensive than replacement (row 115). The Council mandate deleted this Commission proposal since a large majority of the Member States considered essential to maintain the consumer's choice regarding the remedy. As this element is at the core of the Parliaments' mandate, the Presidency enquired into the Member States' flexibility regarding this provision. Most Member States refused to deviate from the principle of the consumer's choice between remedies, the **Presidency** therefore **notes** that this element of Article 12 constitutes an **important red line for the Council and intends to defend the Council mandate**.

The European Parliament introduces a direct producer's liability (rows 115d and e, rows 115m-p): during the period of legal guarantee, the consumer could directly require the producer (instead of the seller) to repair the defective good. The **Presidency will oppose this amendment** taking into consideration the delegations' views expressed in the Working Party discussions.

The European Parliament (row 115f and g) and the Council (row 115a, b and c) both support the idea of extending the liability period of the seller when a good is repaired. However, the co-legislators differ on the preferred length of the extension of the legal guarantee period; where the European Parliament proposes a 12-month extension, the Council opts for an extension by 6 months. **The Presidency would like to know whether Member States could show any flexibility towards moving closer to the Parliament's position.**

In addition to the extension of the liability period, the Commission proposes the idea of extending the time period of the reversal of the burden of proof. This proposal relates to row 115b. The **Presidency would like to ask Member States to indicate their flexibility** with regards to this idea.

Furthermore, the European Parliament adds extra obligations for the seller when he has to repair or replace a non-conforming good (row 115h-l). More specifically, the seller would be obliged to offer a replacement good on loan during the repair (row 115j) and in case of replacement, offer a refurbished good upon request by the consumer (row 115l). The Presidency has drafted compromise proposals that replace these obligations with optional choices for the seller. The **Presidency would like to ask Member States to demonstrate the necessary flexibility towards accepting these compromise proposals** in order to reach an overall agreement with the European Parliament.

Q4: Could Member States indicate their flexibility in moving towards the European Parliament's position and accept the extension of the liability period of the seller by 12 months?

Q5: Could Member States indicate their flexibility towards the Commission's idea regarding the extension of the period of the reversal of the burden of proof?

Q6: Could Member States indicate whether they could show flexibility towards the Presidency's compromise proposals on rows 115j and 115l?

- **Articles 16 and 17 - Transitional provisions (rows 130-131) and transposition date (rows 133 and 135)**

In these two provisions of the Commission's proposal, the European Parliament has systematically replaced the standard time limits of 24 months with 18 months.

The Presidency intends to defend the Council mandate of providing for an additional six months' application date on top of the 24 months' implementation deadline to allow businesses to adapt to the new requirements. However, if necessary for an overall compromise, the **Presidency suggests showing flexibility by going back to the original Commission proposal (24 months).**

Q7: Could Member States agree with the Presidency's suggestion to go back to the original Commission proposal?

IV. CONCLUSION

12. The Permanent Representatives Committee is invited to:
- examine the open political issues summarised under part III, paragraph 11, above and indicate their flexibility concerning the open questions; and
 - agree to the mandate for the forthcoming, possibly final informal trilogue with the European Parliament, including the points agreed at technical level, as set out in the fourth column of the table in the Annex to this Note.
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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)

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Formula				
1	2023/0083 (COD)	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)	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	THE EUROPEAN PARLIAMENT	THE EUROPEAN PARLIAMENT	THE EUROPEAN PARLIAMENT

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	AND THE COUNCIL OF THE EUROPEAN UNION,	AND THE COUNCIL OF THE EUROPEAN UNION,	AND THE COUNCIL OF THE EUROPEAN UNION,	AND THE COUNCIL OF THE EUROPEAN UNION,
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,	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,	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,	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>	Having regard to the opinion of the European Economic and Social Committee ¹ , <u>1. OC J [...]</u>
Citation 5				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
G	<div>8</div> <div>Acting in accordance with the ordinary legislative procedure¹, 1. Position of the European Parliament of [...] (not yet published in the Official Journal) and decision of the Council of [...].</div>	<div>Acting in accordance with the ordinary legislative procedure¹, 1. Position of the European Parliament of [...] (not yet published in the Official Journal) and decision of the Council of [...].</div>	<div>Acting in accordance with the ordinary legislative procedure¹, 1. Position of the European Parliament of [...] (not yet published in the Official Journal) and decision of the Council of [...].</div>	<div>Acting in accordance with the ordinary legislative procedure¹, 1. Position of the European Parliament of [...] (not yet published in the Official Journal) and decision of the Council of [...].</div>
Formula				
G	<div>9</div> <div>Whereas:</div>	<div>Whereas:</div>	<div>Whereas:</div>	<div>Whereas:</div>
Recital 1				
Y	<div>10</div> <div>(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. 1. Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects</div>	<div>(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 <u>as well as increased circularity within the economy</u>. 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. 1. Directive (EU) 2019/771 of the</div>	<div>(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. 1. Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on——— certain———</div>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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).	European Parliament and of the Council of 20 May 2019 on —certain— aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 — and Directive — 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).	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).	
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	(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	(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	(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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>economic operators acting on that 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>economic operators acting on that 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>economic operators acting on that 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>economic operators acting on that 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			
Y	12			Y

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>(3) In order to reduce premature 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>(3) In order to reduce premature disposal of viable goods purchased by consumers and to encourage consumers to use their goods longer, it is necessary to set out <u>strengthen consumers' right to</u> repair, <u>whereby consumers can seek quality and affordable repair from the provider of their choice</u> of such goods. 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>(3) In order to reduce premature 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			
Y	13			Y

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>(4) Regulation (EU)... of the 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>(4) Regulation (EU)... of the 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>(4) Regulation (EU)... of the 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</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			and the green transition.	
	Recital 4a			
13a		<p><u>(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</u></p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>equivalently promoted and 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. <small>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).</small>	
Recital 5a				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Y	14a		(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			
R	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			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Y	15 (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 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 in any other field of Union law.	
Recital 7				
R	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	(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	(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 form. A standardised format form for presenting repair services should allow consumers to assess and easily compare repair services. Such standardised format form should also facilitate the process of	

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	<p>information on repair 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. 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>information on repair 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.</p> <p>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>providing information on repair 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 concerning their adherence to 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</p>	

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			<p>line with the accessibility 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</p>	<p>(8) The consumer's free choice to decide by whom to have its goods repaired should be facilitated by requesting a voluntary provision of the European Repair Information Form not only from by 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 voluntarily. 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</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. Information Form voluntarily,</p>	

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	<p>Directive 2011/83/EU of the European Parliament and the Council.¹</p> <p>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).</p>	<p>by other means in accordance with Directive 2011/83/EU of the European Parliament and the Council.¹</p> <p>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).</p>	<p>or when the consumer may also 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>†. 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).</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</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</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</p>	

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	<p>instance, 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 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>instance, <u>Charging those costs should be limited to cases where</u> 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 <u>this</u> information included in the European Repair Information Form. <u>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.</u> 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 <u>receiving</u> the European Repair Information Form where they consider that the costs for obtaining that form are too high.</p>	<p>instance, the repairer may need to inspect The 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 determine 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 the incurs, 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 consumer requests diagnostic service takes place and before the provision of the European Repair Information</p>	

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			<p>Form. Consumers may refrain from 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.</p>	
	Recital 10			
19	<p>(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</p>	<p>(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</p>	<p>(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</p>	

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	<p>repair applies, to 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 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>repair applies, to 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 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>whom an obligation to repair 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 Form offers. 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			
R 19a			(10a) In order to safeguard the	R

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>obligation to repair, 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.</p>	
Recital 11				
20	<p>(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.</p>	<p>(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.</p>	<p>(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.</p>	

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	<p>As a consequence, a large number 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>As a consequence, a large number 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.</p> <p><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.</u></p> <p><u>Furthermore, this Directive should not put into question the economic freedom of choice for producers to stop manufacturing a product.</u></p>	<p>As a consequence, a large number 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>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Recital 12				
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</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>For cases where those costs cannot be estimated prior to the repair, information on maximum expected price should be delivered to consumers.</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</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</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	commercial guarantee, for instance, in relation to guaranteed durability of goods.	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 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>	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 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</u> or if repair can be carried out by a repairer located closer to the consumer, among others in <u>particular in those instances</u> where the producer is established	(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	

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		outside the Union.	Union.	
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><small>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).</small></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.</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 manufacturers are to 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 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>	

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		<p><u>Consequently, this should ensure 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.</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	<p>(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</p>	<p>(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</p>	<p>(15) The obligation to repair should also be effective in cases where the producermanufacturer is established outside the Union. In order to enable consumers to turn to an economic operator established within the Union to</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	obligation, this Directive foresees a 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.	obligation, this Directive foresees a 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.	perform this obligation, this 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.	
	Recital 16			
25	(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	(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	(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	

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	<p>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-sales phase, complements the</p>	<p>goods are repairable. Such 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</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</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>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>against the producer in the after-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>in the after-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>	
	Recital 16a			
25a		<p><u>(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,</u></p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>containing information on the 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>	PUBLIC	
	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</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</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</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>product groups to Annex II when 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><small>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).</small></p>	<p>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, <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>product groups to Annex II when 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><small>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).</small></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 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	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			greater distance and for which the 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 <u>or sellers</u> 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 <u>or where relevant the seller are</u> free to determine the means through which it informs the consumer, <u>for example through means at the point of sale in a visible and prominent way.</u></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,</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			without the need for the consumer to request it, and in line with the 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	(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	(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 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	(21) In order to encourage repair, <u><i>the Commission should set up a European Online Platform. The Commission should develop a common online interface for the European Online Platform which would cover national sections managed by the</i></u> Member States <i>should ensure that for their territory at least one</i> <u><i>and links or hyperlinks to national platforms that comply with the requirements set out in this Directive. The Member States should assess if the national platforms comply with the conditions set out in this Directive and inform the Commission thereof by [24 months after the entry into force of this Directive]. Such compliant national platforms can be</i></u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>free to extend its scope also to include business-to-business relationships as well as community-led repair initiatives.</p>	<p>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 relationships as well as community-led repair initiatives.</p>	<p>Member States consider it necessary, they can set out 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</p>	<p><u>accessible in the European</u> Online Platform exists which enables consumers to search for suitable <u>if they are operational at the latest [36 months] from the entrance into force of this Directive. They can be private, public or private-public partnership platforms. The Commission should be responsible for ensuring the IT maintenance of the European Online Platform and respond to technical or other queries from the users regarding incorrect information provided by</u> repairers. That <u>The European Online</u> Platform may be an existing or privately operated platform, if it meets the <u>should be accessible for free for consumers. Where Member States consider it necessary, they can set out</u> conditions laid down in this Directive. That <u>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</u> Platform should include user friendly and independent comparison tools which assist consumers in assessing and</p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>accordance with Union law. In particular, all repairers should 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</p>	<p>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, be able to <u>accommodate sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment or complementary market-based instruments, like community-led repair initiatives. The national conditions for accessing the national section of the European Online Platform must be non-discriminatory and in accordance with Union law. In particular, all repairers should be able to access the national sections upon request if they fulfil the access conditions, such as professional qualifications. Member States that choose to set access 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, by importing bulk data from existing</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>fulfilling the same objective, Member States may choose to 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>	<p><u>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 or economic operators have invested resources in developing 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 maintain or establish a national repair online platform which complies with the specified requirements of this Directive. Such national repair initiatives online platform should not be obliged to use the common online interface nor to designate national contact points. They platforms should be accessible from the European Online Platform. They could be operated privately if they meet the requirements laid down in this Directive.</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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 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.</p>	<p><u>(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 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 and or to repair cafes and other community led initiatives.</u></p>
	Recital 22			
31	(22) Member States should ensure that all economic operators that may provide repair services in the	(22) Member States should ensure that all economic operators that may provide repair services in the	(22) Member States should ensure that all economic operators that may provide repair services in the	(22) Member States should ensure that all economic operators that may provide repair services in the

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>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 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</p>	<p>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 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</p>	<p>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 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</p>	<p>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 with the consent <u>designate a representative to be part of an expert group established by the Commission with regard to the design and functioning</u> 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</p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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.	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.	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 platform.	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. <u>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 platform.</u> Text Origin: Council Mandate
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,	<u>(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</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			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.	<u>accordance with Union law, carry out surveillance on the data contained in the national section aimed at detecting, identifying and removing non-valid information.</u> Text Origin: Council Mandate
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 access to 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 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	(23) Member States <u>The European Commission</u> should ensure that consumers have easy access to <u>the European Online Platform provides easy and free of charge access to consumers. The European</u> the Online Platform allowing them <u>should also allow consumers</u> to find suitable repair services for their defective goods <u>and, where applicable, sellers of goods that have been subject to 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.</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>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>	<p>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> <p>Text Origin: Council Mandate</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 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</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 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</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 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</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 <u>European</u> Online Platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in 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 <u>and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	repair services available on the online platform, repairers should be able to demonstrate their adherence to certain repair standards.	repair services available on the online platform, repairers should be able to demonstrate their adherence to certain repair standards.	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.	<u>refurbishment or community led initiative such as repair cafes</u> should be encouraged to regularly update their information on the <u>European</u> Online Platform. In order to build consumer confidence in the repair services available on the <u>European</u> Online Platform, repairers should be able to demonstrate their adherence to certain repair standards.
Recital 25				
34	(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 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	(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 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	(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 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 the the European Online platforms are accessible through relevant national webpages connected to the Single Digital	(25) In order to facilitate obtaining the European Repair Information Form, the <u>European</u> Online Platform should include the possibility for consumers to directly request that form from the repairer through the <u>European</u> Online Platform. This possibility should be displayed in a prominent manner on the online platform. To create, <u>whenever the repairer makes this form available voluntarily. To raise consumer</u> awareness of national online repair platforms and to facilitate access to such platforms across the Union, <u>Member States should ensure that the</u> <u>European</u> Online platforms are accessible through

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>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>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 platforms for repair in their territory within 12 months after entry into force of this Directive and the link of every new online platform on related national websites or carry out communication campaigns 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.</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>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>	<p>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 <u>European</u> 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>
	Recital 25a			
R	34a	<u>(25a) To raise consumer</u>		R

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>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.</u></p>		
	Recital 26			
35	<p>(26) In order to promote 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</p>	<p>(26) In order to promote 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</p>	<p>(26) In order to promote 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</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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.	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.	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.	
Recital 26a				
35a		<u>(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 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</u>		<u>(26a) CONS proposal: The measures referred to in Article 9a, paragraph 1 can, for example, take the form of repair vouchers, repair funds, information campaigns, supporting or creating local or regional repair platforms, organising or financing of training programs to acquire special skills in repair, fiscal measures, non-financial measures: e.g. support to community led repair initiatives through direct means like providing space for repair laboratories or meeting places, for instance in community or cultural centres. Those measures can be</u>



	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>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 Commission should make the measures publicly available.</u></p> <p><u>1a. See Flash Eurobarometer 388 report of June 2014 entitled 'Attitudes of Europeans towards waste management and resource efficiency'</u></p>		<p><u>taken at a national, regional or local level.</u></p> <p><u>In the context of fiscal measures, it is worth recalling that under Annex III of Council Directive 2006/112/EC on the common system of value added tax, Member States can opt to provide for a reduced VAT rate regarding (19): "supply of repairing services of household appliances, shoes and leather goods, clothing and household linen (including mending and alteration)"</u></p>
	Recital 26b			
R	35b			R

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>(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.</u>		
Recital 27				
36	(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 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	(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>such as independent and community repair providers,</u> or by issuing a standardisation request to the European standardisation organisations. A European standard for repair 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	(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 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	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	transportation offered by repairers.	availability of ancillary services such as removal, installation and transportation offered by repairers.	transportation offered by repairers.	
Recital 27a				
Y	36a		(27a) The enforcement provisions set out in this Directive are without prejudice to Directive (EU)2020/1828.	Y
Recital 28				
R	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) 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	(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) 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	(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 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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>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>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> Hence, the consumer <u>could be understood as a burden that is likely to deter the 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</u></p>	<p>choose between repair and replacement. However, the Directive introduces a new obligation to inform. In particular, the seller should be maintained <u>inform</u> the consumer remains entitled about their right to choose repair over replacement, unless <u>between repair would be impossible or it would impose disproportionate costs on the seller as compared to replacement.</u> 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 where it is cheaper than repair. Directive (EU) 2019/771 should therefore be amended accordingly. 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
		<p><u>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.</p> <p><u>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.</u> Directive (EU) 2019/771 should therefore be amended accordingly.</p>	PUBLIC	
Recital 28a				
R 37a		<p><u>(28a) To support consumers and incentivise repair, the seller should, depending on the specificities of the relevant</u></p>	<p>(28a) As a way to incentivise consumers to choose repair to bring goods into conformity within the liability of the seller,</p>	R

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>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.</u></p>	<p>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 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</p>	

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			<p>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>	
	Recital 28b			
37b		<p><u>(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</u></p>		

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		<p><u>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.</u></p>		
	Recital 28c			
37c		<p><u>(28c) Consumers choosing repair 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</u></p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>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 as remedy to a non-conformity.</u></p>	PUBLIC	
Recital 28d				
R 37d		<p><u>(28d) In order to incentivise consumers to opt for repair, the commercial guarantee should not contain any terms that would</u></p>		R

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>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.	(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.
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.	(30) In order to allow economic operators to adapt, transitional provisions concerning the application of some Articles of this Directive should be introduced.	(30) In order to allow economic operators to adapt, transitional provisions concerning the application of some Articles of this Directive should be introduced.	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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.	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 18 months after the entry into force]. The amendment to Directive (EU) 2019/771 should apply only to sales contracts concluded after [24 18 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.	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 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	(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 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	(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 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	(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 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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	legislator considers the transmission of such documents to be justified.	legislator considers the transmission of such documents to be justified.	legislator considers the transmission of such documents to be justified.	legislator considers the transmission of such documents to be justified.
Recital 32				
41	<p>(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 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)</p>	<p>(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 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)</p>	<p>(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 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)</p>	<p>(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 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)</p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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.	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.	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.	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.
Recital 33				
42	(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 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	(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 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	(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 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	(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 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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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.	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.	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.	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.
	Formula			
43	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:
	Article 1			
44				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 1 Subject matter, purpose and scope	Article 1 Subject matter, purpose and scope	Article 1 Subject matter, purpose and scope	Article 1 Subject matter, purpose and scope
	Article 1(1)			
G 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.	1. <u>EP proposal 22/01/2024:</u> This Directive lays down common rules promoting <u>strengthening the provisions related to</u> 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)			
G 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) 2019/771.	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) 2019/771.	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) 2019/771.	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) 2019/771.
	Article 1(2a)			
Y 46a			2a. Articles 5 and 6 shall only apply to goods for which and to	<u>2a. EP proposal:</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			the extent that reparability requirements are provided for by Union legal acts as listed in Annex II.	<u>Articles 5 and 6 shall only apply to goods listed in Annex II whether or not reparability requirements for those goods are provided by Union legal acts.</u>
Article 2				
47	Article 2 Definitions	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:	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;	1. 'consumer' means a consumer as defined in Article 2, point (2) of Directive (EU) 2019/771;
Article 2, first paragraph, point (1a)				
49a		<u>(1a) 'repair' means returning a defective product or waste to a condition where it fulfils its intended use;</u>		deleted accept PCY proposal line 50b
Article 2, first paragraph, point (2)				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
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 whether independent <u>repairers, professional repairers</u> 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 <u>manufacturers</u> and sellers that provide repair services and repair service providers whether independent or affiliated with such producers <u>manufacturers</u> 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 <u>manufacturers</u> and sellers that provide repair services and repair service providers whether independent or affiliated with such producers <u>manufacturers</u> or sellers; Change from producers to manufacturers is horizontal throughout the text
Article 2, first paragraph, point (2a)				
50a		<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 well as publishers of technical information, assistance operators, operators offering inspection and</u>		deleted

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>testing services, operators offering training for installers and remote service suppliers;</u>		
Article 2, first paragraph, point (2b)				
50b			(2a) 'repair' means repair as defined in Article 2, point (20), of Regulation [on the Ecodesign for Sustainable Products];	<u>(2a) 'repair' means repair as defined in Article 2, point (20), of Regulation [on the Ecodesign for Sustainable Products];</u>
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;	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];	4. ' producer <u>manufacturer</u> ' 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	5. 'authorised representative' means authorised representative as defined in Article 2, point (43), of	5. 'authorised representative' means authorised representative as defined in Article 2, point (43), of	5. 'authorised representative' means authorised representative as defined in Article 2, point (43), of	5. 'authorised representative' means authorised representative as defined in Article 2, point (43), of

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Regulation [on the Ecodesign for Sustainable Products];	Regulation [on the Ecodesign for Sustainable Products];	Regulation [on the Ecodesign for Sustainable Products];	Regulation [on the Ecodesign for Sustainable Products];
	Article 2, first paragraph, point (6)			
G 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];	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)			
R 54a		<p><u>(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 Parliament and of the Council^b, and of any other postal services or freight transport services;</u></p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<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> <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>		
	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];	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;	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	9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the	9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the	9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the	9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Ecodesign for Sustainable Products];	Ecodesign for Sustainable Products];	Ecodesign for Sustainable Products];	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;	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.	<u>(10a) ‘durable medium’ means durable medium as defined in Article 2, point (11), of Directive (EU) 2019/771.</u>
	Article 3			
59	Article 3 Level of harmonisation	Article 3 Level of harmonisation	Article 3 Level of harmonisation	Article 3 Level of harmonisation
	Article 3, first paragraph			
60				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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.	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 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 contract for the provision of repair services the meaning of	1. Member States shall ensure that, before a <u>1. Repairers may provide the</u> consumer is bound by a contract for the provision of <u>with the European</u> Repair services, the repairer shall provide the <u>Information Form set out in Annex I to this Directive.</u> The European Repair Information Form set out in Annex I <u>shall be provided</u> on a durable medium <u>and</u> within the meaning of Article 2 (11) of Directive 2019/771/EU <u>a reasonable period of time from the request and before the consumer is bound by a contract for the provision of repair services.</u> in recital emphasize the added

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			Article 2 (11) of Directive 2019/771/EU.	value of this voluntary form to comply w/ information requirements under the CRD (recital 8) Tech meeting 22/02: EP will send proposal for recital.
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.	<i>deleted</i>
Article 4(2a)				
63a			2a. The European Repair Information Form shall be provided free of charge.	<u>2a. The European Repair Information Form shall be provided free of charge.</u> Tech meeting 08/01: EP can provisionally accept it pending agreement on previous lines

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 4(3), first subparagraph			
64	<p>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 Form.</p>	<p>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 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></p>	<p>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 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.</p>	<p>3. <u>By way of derogation from paragraph 2, where a diagnostic service, including a physical or remote examination, is needed to identify the nature of the defect, the type of repair and to estimate the price of repair,</u> The repairer may request the consumer to pay the necessary costs the repairer incurs for providing the information included in the European Repair Information Form <u>may request the consumer to pay the necessary costs for this service.</u></p> <p>CONS: accepts the EP proposed text "By way of derogation from paragraph 2, where a diagnostic service, including a physical or remote examination, 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."</p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				Tech meeting 16/01: EP to redraft on the basis of the Council suggestion and check internally.
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.	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. Tech meeting 08/01: EP can provisionally accept it pending agreement on previous lines
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:	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;	(a) the identity of the repairer;

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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;	(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 <u>in a quick, efficient and accessible manner;</u>
	Article 4(4), point (c)			
69	(c) the good to be repaired;	(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;	(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</u> price <u>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</u>	(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 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;

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<i>either the total or, if the price or any of its subparts cannot reasonably be calculated in advance, the manner in which the price is to be calculated and the maximum price for the repair;</i>		
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;	(f) the estimated time needed to complete the repair; Tech meeting 08/01: elaborate further on the "estimated" in recitals. Tech meeting 22/01: EP will send a proposal for recital 7
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;	(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	(h) the place where the consumer	(h) the place where the consumer	(h) the place where the consumer

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	hands over the goods for repair,	hands over the goods for repair,	hands over the goods for repair,	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 services, if any, for the consumer;	(i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the costs of those services, if any, for the consumer;	(i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the detailed costs of those services, if any, for the consumer;	(i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the <u>detailed</u> costs of those services, if any, for the consumer; Tech meeting 16/01: to elaborate further on a recital the issue of "detailed" Tech meeting 22/01: EP will send proposal for recital 7
	Article 4(4), point (ia)			
75a		<u>(ia) additional information provided voluntarily by the repairer.</u>		deleted
	Article 4(4), point (ib)			
75b			(ia) the period of validity of the European Repair Information Form;	<u>(ia) the period of validity of the European Repair Information Form;</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 4(4), point (ic)			
75c			(ib) where applicable and on voluntary basis, additional information.	<u>(ib) where applicable, additional information.</u>
	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 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.	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 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.	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 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.	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 consumer have agreed otherwise. If a contract for the provision of repair services is concluded within the 30 day period, <u>may agree on a longer period of validity of the European Repair Information Form. Where the consumer accepts</u> the conditions of repair specified <u>set</u> in the European Repair Information Form <u>within the period of validity, the repairer shall</u> constitute an integral part of that contract <u>be obliged to perform the repair service under those conditions.</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
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:	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 and Article 22(1), point (j), of Directive 2006/123/EC;	(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 and Article 22(1), point (j), of Directive 2006/123/EC;	(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 and Article 22(1), point (j), of Directive 2006/123/EC;	(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 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;	(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;

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 4(6), point (c)			
G 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;	(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)			
G 81	(d) information requirements regarding the arrangements for the performance and the time to perform the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.	(d) information requirements regarding the arrangements for the performance and the time to perform the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.	(d) information requirements regarding the arrangements for the performance and the time to perform the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.	(d) information requirements regarding the arrangements for the performance and the time to 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			
G 82	Article 5 Obligation to repair	Article 5 Obligation to repair	Article 5 Obligation to repair	Article 5 Obligation to repair Text Origin: Commission Proposal
	Article 5(1)			
R 83	1. Member States shall ensure that	1. Member States shall ensure that	1. Member States shall ensure that	1. <u>EP proposal:</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>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.</p>	<p>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</u> impossible. 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 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></p>	<p>upon the consumer's request, the producer <u>manufacturer</u> shall repair, for free or <u>for a reasonable period of time</u>, goods against a price or another kind of consideration and within a <u>reasonable period of time</u>, goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II. The producer <u>manufacturer</u> shall not be obliged to repair such goods where repair is impossible. The producer <u>manufacturer</u> may sub-contract repair in order to fulfil its obligation to repair.</p>	<p>Member States shall ensure that upon the consumer's request, the producer <u>manufacturer</u> 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 [depending on text of line 46a 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 <u>acts. The manufacturer</u> shall not be obliged to repair such goods where repair is <u>factually or legally</u> impossible. The producer <u>manufacturer</u> may sub-contract repair in order to fulfil its obligation to repair.</p> <p><u>Flexibility to move this to a recital: In such cases, the manufacturer shall provide the repairer with all relevant information to allow the repairer to fulfil his obligations.</u></p> <p><u>Move to a recital: The producer shall not refuse the consumer's request purely due to economic considerations such as the costs.</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 5(1a)			
83a		<u>1a. The repair pursuant to paragraph 1 shall be carried out subject to the following conditions:</u>		<u>1a. The repair pursuant to paragraph 1 shall be carried out subject to the following conditions:</u> Light green
	Article 5(1a), point (a)			
83b		<u>(a) it shall be carried out either free of charge or in return for consideration;</u>		<u>(a) it shall be carried out either free of charge or for a reasonable price;</u> Light green
	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>		<u>(b) it shall be carried out within a reasonable period of 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> Light green
	Article 5(1a), point (c)			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
G	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>	PUBLIC	<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> CONS accepts EP text Text Origin: EP Mandate
	Article 5(1a), point (d)			
Y	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>		CONS proposes to delete it
	Article 5(2)			
R	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	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	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 . 2. <u>EP proposal 22/01/2024:</u> Where the producer manufacturer obliged to repair pursuant to paragraph 1 is established outside the Union, its authorised representative in the Union shall

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>representative in the Union, the importer of the good concerned shall perform the obligation of the producer. Where there is no importer, the distributor of the good concerned shall perform the obligation of the producer.</p>	<p>authorised representative in the Union shall perform the obligation of the producer <u>has the resources and the mandate to fulfil the obligations set out in this Directive</u>. 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, <u>the fulfilment service provider of the good concerned shall perform the obligation of the producer. Where there is no fulfilment service provider</u>, the distributor of the good concerned shall perform the obligation of the producer.</p>	<p>Where the producer manufacturer has no authorised representative in the Union, the importer of the good concerned 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.</p>	<p>perform the obligation of the producer manufacturer. Where the producer manufacturer has no authorised representative in the Union, the importer <u>of the good concerned shall perform the obligation of the manufacturer. Where there is no importer, [the fulfilment service provider</u> of the good concerned shall perform the obligation of the producer. Where there is no importer <u>fulfilment service provider,</u> the distributor of the good concerned shall perform the obligation of the producer manufacturer. The authorised representative, importer, distributor [or the fulfilment service provider] may sub-contract repair in order to fulfil their obligation to repair.</p> <p>Tech meeting 22/01/2024: EP agrees to delete "The manufacturer shall ensure that its authorised representative has the resources and the mandate to fulfil the obligations set out in this Directive."</p>
	Article 5(3)			
R	85			R

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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. <u>For all goods listed in Annex II to this Directive</u> , producers shall ensure that independent repairers, <u>remanufacturers, refurbishers and end-users</u> have access to <u>all</u> spare parts and <u>all</u> repair-related information and tools, <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) 2016/943 in accordance with the Union legal acts listed in Annex II.</u>	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.	
	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>		<u>3a. CONS and COM proposal: Manufacturers [, or where applicable, authorised representatives, importers or distributors who have an obligation to repair pursuant to this Article] shall ensure that consumers can access via a free access website information on the indicative prices that are charged for typical repair of products listed in Annex II.</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			PUBLIC	<u>EP proposal 22/01/2024: Manufacturers], or where applicable, authorised representatives, importers or distributors who have an obligation to repair pursuant to this Article] shall ensure that end-users can access via a free access website information on the indicative prices that are charged for typical repair and spare parts of 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>		<u>3b. COM proposal 26/01/2024</u> <u>Manufacturers shall not use any contractual clauses or software techniques that impede the repair of their products listed in Annex II unless justified by legitimate and objective factors, including to prevent or restrict the unauthorised use of works and other subject matter protected by intellectual property rights under Union and national legal acts. This paragraph is without prejudice to the specific requirements of the measures listed in Annex II."</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			PUBLIC	<p><u>Recital:</u> <u>The manufacturers should not use any contractual clauses or software techniques that impede the repair of the products for which there are repairability requirements set out in Union law and listed in Annex II of this Directive unless justified by legitimate and objective factors.</u> <u>The prohibition of such use of contractual clauses or software techniques should apply without prejudice to intellectual property rights and the measures established for their protection.</u> <u>This concerns in particular technological measures which are designed to prevent or restrict unauthorised use of works and other subject matter protected by copyright and related rights benefit from legal protection under Union copyright law. The obligations imposed on manufacturers under [this Directive] [Article 5(3) and 5(3b)] shall therefore apply, in particular, without prejudice to directive 2004/48/EC and the provisions on the protection of technological measures under Directive 2001/29/EC and</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				<u>2009/24/EC, as well as the provisions on the protection of industrial designs [Directive 98/71/EC, to be updated with the new reference] and [Regulation 6/2002/EC, to be updated with the new reference]. This general prohibition is also without prejudice to any more specific requirements under the Union law that continue to apply to the products and parts concerned, such as the requirements regarding the replacement of serialised parts laid down in Commission Regulation 2023/1670</u>
	Article 5(3c)			
85c		<u>3c. Producers shall not refuse to service or repair a device that was bought or previously repaired outside of their authorised service or distribution networks.</u>		<u>3c. Manufacturers shall not refuse to repair the goods listed in Annex II for the sole reason that a previous repair has been performed by other repairers or by other persons.</u> CONS proposal is inspired by CONS Mandate recital 19 (row 28)
	Article 5(3d)			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
85d			3a. Without prejudice to the obligation to repair under this article, consumers may seek repair from any repairer of their choice.	<u>3a. Without prejudice to the obligation to repair under this article, consumers may seek repair from any repairer of their choice.</u>
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.	4. <u>EP proposal:</u> The Commission is empowered to adopt delegated acts in accordance with Article 15 to amend Annex II by <u>adding new reparable goods to the list in the light of regulatory or market developments.</u> <u>Council proposal 26/01/2024:</u> <u>The Commission shall 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 regulatory development. The Commission shall adopt such delegated acts without undue delay after publication of the respective Union legal act, but at the latest 12 months after such publication.</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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 Information on obligation to repair
	Article 6, first paragraph			
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.	Member States shall ensure that producers inform consumers <u>the manufacturer or, where applicable, the authorised representative, importer, [fulfilment service provider] or distributor make available, at least for the entire duration</u> of their obligation to repair pursuant to Article 5 and provide , information on the <u>their</u> 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. Tech meeting 16/01: issue of "fulfilment service provider": to be addressed in the end, depending on in which place it is more relevant to be inserted. Tech meeting 16/01: Recital on:

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				"for example, through their relevant website or through the online platform referred to in Article 7." - to be addressed at the stage of recitals
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 <u>European</u> Online Platform for repair and goods subject to refurbishment Tech meeting 26/01: EP sees this article favorably and is expecting to come back on Monday. Text Origin: Council Mandate
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 purchasers of defective goods for refurbishment.	<u>-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 purchasers of defective goods for refurbishment or community-led repair</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			PUBLIC	<p><u>initiatives.</u> <u>The European Online Platform consists of the national sections that use the common online interface and the links to the national repair platforms that fulfil the conditions in paragraph 2.</u></p> <p>CONS proposal: + option to include example of the repair cafés in a recital, since this is a specific kind of community-led initiative. Include other examples of community-led initiatives in this recital as well. + add the community-led repair initiatives in row 89d, 89e, 91a to be consistent with this amendment throughout the rest of the text.</p>
Article 7(-1a)				
89b			<p>-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</p>	<p><u>-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</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>out in paragraph 1 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.</p>	<p><u>paragraph 1 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.</u></p> <p>Text Origin: Council Mandate</p>
Article 7(-1b)				
89c			<p>-1b. Member States shall use the common online interface referred to in paragraph -1a for their national sections. However, Member States which have a national repair online platform which complies with the provisions set out in paragraphs -1d and 1 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>	<p><u>-1b. Member States shall use the common online interface referred to in paragraph -1a for their national sections. However, Member States which have a national repair online platform, whether public or private, that covers their entire territory, and complies with the provisions set out in paragraph 1 are not obliged to use the common online interface. Such national platforms shall also be accessible to consumers via the European Online Platform by providing a link to the national section. Member States shall ensure that their national platforms are</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				<p><u>operational by [36 months after entry into force of this Directive].</u></p> <p>CONS: Cross references need to be checked due to renumbering in TTE</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 -1b to cover not only repairers but also sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment.</p>	<p><u>-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 -1b to cover not only repairers but also sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment or community-led repair initiatives.</u></p> <p>Text Origin: Council Mandate</p>
Article 7(-1d)				
89e				<p><u>0</u></p> <p>Tech meeting 22/01: all agree to delete this line</p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 7(-1e)			
89f			<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 subject to refurbishment and purchasers of defective goods for refurbishment.</p>	<p><u>-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 subject to refurbishment and purchasers of defective goods for refurbishment or community-led repair initiatives.</u></p> <p>Text Origin: Council Mandate</p>
	Article 7(1)			
90	<p>1. Member States shall ensure that at least one online platform exists for their territory that allows consumers to find repairers. That platform shall:</p>	<p>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 <u>allows</u> consumers to <u>easily</u> find repairers. <u>That platform, including repair led-communities and repair cafés and</u> shall:</p>	<p>1. Member States shall ensure that at least one <u>The common</u> online platform exists for their territory that allows consumers to find repairers. That interface for the <u>European Online Platform</u> shall:</p>	<p>1. Member States shall ensure that at least one <u>National sections that use the common</u> online platform exists for their territory that allows consumers to find repairers. That <u>platform interface and the national repair platforms referred to in paragraph -1b</u> shall:</p>
	Article 7(1), subparagraph (1a)			
90a				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<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>	PUBLIC	
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, and applicable European or national quality standards;	(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, including removal, installation and transportation, offered by repairers, and applicable European or national quality standards;	(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 transportation, offered by repairers, and applicable European or national repair quality standards;	(a) include search functions regarding goods, location of repair services, <u>including a map based function, the cross-border provision of 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, including removal, installation and transportation, offered by repairers, and applicable European or national <u>repair</u> quality standards; Tech meeting 10/01: Council to check. CONS: accepts EP text, delete

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				<p>word “and ” and replace it by “the”.</p> <p>Tech meeting 16/01: EP can provisionally agree - to check internally</p> <p>Light green</p>
	Article 7(1), point (aa)			
Y	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;	<p><u>(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 or community-led repair initiatives;</u></p> <p>Text Origin: Council Mandate</p>
	Article 7(1), point (b)			
G	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 <u>from repairers offering it;</u>
	Article 7(1), point (c)			
G	93			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
	(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;	(c) allow for regular updates of contact information and services by repairers;	
	Article 7(1), point (ca)				
Y	93a	<u>(ca) inform consumers about applicable financial and fiscal incentives to lower costs of repair;</u>		<u>(ca) EP proposal 22/01/2024: (ca) where applicable, inform consumers about financial and fiscal incentives for repair</u>	Y
	Article 7(1), point (d)				
G	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;	G
	Article 7(1), point (da)				
Y	94a	<u>(da) allow for consumers to provide a review or rating, reflect the quality of repairers' work;</u>			Y
	Article 7(1), point (e)				
G	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.	G

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 7(1), point (f)			
G	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)			
Y	96a		(fa) provide contact forms for 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	<p><u>(fa) provide contact forms for users to report technical issues related to the functioning of the platform as well as inaccuracies concerning the information provided by repairers and, where applicable, of sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment or community led repair initiatives; and</u></p> <p>CONS text + COMM</p> <p>Text Origin: Council Mandate</p>
	Article 7(1), point (fb)			
Y	96b		(fb) allow for collection of data regarding the functioning of the national sections of the European Online Platform.	<u>(fb) allow for collection of non-personal data regarding the functioning of the national sections of the European Online</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				<u>Platform.</u>
Article 7(2)				
Y	97	2. Member States shall ensure that the online platform also includes a search function by product category to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.	2. Member States shall ensure that the online platform also includes a search function by product category to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.	
Article 7(3)				
Y	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 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)				
Y	98a		<u>3a. Member States shall ensure</u>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>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)			
98b		<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>		
	Article 7(3a)			
98c		<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</u>		<u>3c. Member States and the Commission shall take appropriate measures to inform consumers, relevant economic operators and sellers about the availability of the European</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>established pursuant to paragraph 1 of this Article and that consumers have easy access to it.</u>		<u>online platform established pursuant to paragraph -1 of this Article.</u>
	Article 7(3b)			
98d		<u>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.</u>		<u>3d. EP proposal 22/01/2024:</u> <u>The seller or the online platform that allows consumers to conclude distance contracts shall provide consumers with information on the availability of European online platform for repair.</u>
	Article 7(3c)			
98e		<u>Article 7a</u> <u>Measures for Micro, Small and Medium-sized enterprises (SMEs)</u>		<u>Article 7a Measures for Micro, Small and Medium-sized enterprises (SMEs)</u> Text Origin: EP Mandate
	Article 7(3d)			
98f		<u>1. Member States shall take appropriate measures to support micro, small and medium-sized enterprises within the meaning of</u>		<u>3d. EP proposal 26/01/2024:</u> <u>Where appropriate, Commission shall adopt guidelines to support</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>Commission Recommendation 2003/361/EC in complying with the requirements and obligations set out in this Directive. Those measures shall at least include:</u>		<u>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.</u>
	Article 7(3d), point (a)			
98g		<u>(a) guidelines or similar measures to raise awareness on how to comply with the requirements and obligations set out in this Directive;</u>		deleted
	Article 7(3d), point (b)			
98h		<u>(b) tailored trainings for entrepreneurs and their employees.</u>		deleted
	Article 7a			
98i			Article 7a Expert Group	<u>Article 7a Expert Group</u>
	Article 7a(1)			
98j			The Commission shall establish an expert group composed of	<u>The Commission shall establish an expert group composed of</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			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.	<u>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.</u>
	Article 7a(2)			
g	98k		Article 7b National contact points	<u>Article 7b National contact points</u> Text Origin: Council Mandate
	Article 7a(1), point (a)			
g	98l		1. By [24 months after the entry into force of this Directive] Member States shall inform the Commission about either:	<u>1. By [24 months after the entry into force of this Directive] Member States shall inform the Commission about either:</u> Text Origin: Council Mandate
	Article 7a(1), point (b)			
g	98m		(a) the national contact point that they have designated for the European Online Platform; or	<u>(a) the national contact point that they have designated for the European Online Platform; or</u> Text Origin: Council Mandate

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 7a(1), point (c)			
98n			(b) the national platform that they have established or will establish in accordance with Article 7, paragraph 2a.	<p><u>(b) the national platforms that they have established or will establish in accordance with Article 7, paragraph -1b.</u></p> <p>Cross references need to be checked due to renumbering in TTE</p> <p>Text Origin: Council Mandate</p>
	Article 7a(1), point (d)			
98o			2. 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 7 paragraph 2.	<p><u>2. 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 7 paragraph 2.</u></p> <p>Text Origin: Council Mandate</p>
	Article 7a(1), point (e)			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Y	98p		<p>3. By [24 months after the entry into force of this Directive] Member States using the national sections of the European 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>	<p><u>3. By [24 months after the entry into force of this Directive] Member States using the national sections of the European 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 or community-led repair initiatives. 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.</u></p>
Article 7a(1), point (f)				
G	98q		<p>4. The national contact point shall be responsible for the following tasks:</p>	<p><u>4. The national contact point shall be responsible for the following tasks:</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				Text Origin: Council Mandate
Article 7a(1), point (g)				
G	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;	<u>(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 or community-led repair initiatives;</u> Text Origin: Council Mandate
Article 7a(1), point (h)				
G	98s		(b) ensuring compliance with any access conditions set by Member States pursuant to paragraph 2; and	<u>(b) ensuring compliance with any access conditions set by Member States pursuant to paragraph 2; and</u> Text Origin: Council Mandate
Article 7a(1), point (i)				
G	98t		(c) assisting the Commission with the operation of the national sections of the European Online Platform.	<u>(c) assisting the Commission with the operation of the national sections of the European Online Platform.</u> Text Origin: Council Mandate

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 8			
99	Article 8 Enforcement	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.	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:	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)			
102	(a) public bodies or their	(a) public bodies or their	(a) public bodies or their	(a) public bodies or their

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	representatives;	representatives;	representatives;	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;	(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.	(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 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 connected to the Single Digital Gateway established by Regulation	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 connected to the Single Digital Gateway established by Regulation	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 connected to the Single Digital Gateway established by Regulation	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 connected to the Single Digital Gateway established by Regulation

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	(EU) 2018/1724.	(EU) 2018/1724.	(EU) 2018/1724.	(EU) 2018/1724.
	Article 9a			
R	106a	<u>Article 9a</u> <u>Member States measures promoting repair</u>		
	Article 9, first paragraph a			
R	106b	<u>1. Member States shall take appropriate measures promoting repair.</u>		<u>Member States shall take measures promoting repair.</u> CONS proposal: delete "appropriate"
	Article 9, third paragraph			
R	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>		deleted CONS proposal: delete
	Article 9, fourth paragraph			
R	106d	<u>3. Member States shall report to the Commission the measures taken under paragraph 1. By ... [12 months after the date of</u>		<u>CONS proposal:</u> <u>Member States shall notify to the Commission at least one of the</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<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>		<u>measures taken under paragraph 1 xx years after the date of transposition of this Directive. The Commission shall make those measures publicly available.</u>
	Article 9a(4)			
R 106e		<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>		<u>Presidency suggestion:</u> <u>4. "This Directive shall be without prejudice to Directive (EU) 2018/958"</u>
	Article 9a(5)			
R 106f		<u>5. Member States shall ensure that the provider of a repair shall</u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>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.</u>		
	Article 9a(6)			
R	106g	<u>6. Member States shall ban practices that impede consumers to exert their right to repair, including but not limited to:</u>		R
	Article 9a(6), point (a)			
R	106h	<u>(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;</u>		R
	Article 9a(6), point (b)			
R	106i	<u>(b) prohibiting any contractual,</u>		R

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>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.</u>		
Article 10				
107	Article 10 Mandatory nature	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.	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	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.	provided for in this Directive.
Article 10(2a)				
109a		<u>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.</u>		<i>deleted</i>
Article 11				
110	Article 11 Penalties	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	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.	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)			
R	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>		R
	Article 11(1a), point (a)			
R	111b	<u>(a) the nature, gravity, scale and duration of the infringement;</u>		R
	Article 11(1a), point (b)			
R	111c	<u>(b) the financial capabilities and the size of the concerned enterprise;</u>		R
	Article 11(1a), point (c)			
R	111d	<u>(c) any action taken by the seller</u>		R

	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)			
R	111e	<u>(d) any previous infringements by the seller or producer;</u>		R
	Article 11(1a), point (e)			
R	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>		R
	Article 11(1a), point (f)			
R	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>		R
	Article 11(1a), point (g)			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
R	111h	<u>(g) any other aggravating or mitigating factors applicable to the circumstances of the case.</u>		R
	Article 11(1b)			
R	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>		R
	Article 11(1c)			
R	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>		R

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>be at least EUR 2 million.</u>		
	Article 11(2)			
R	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			
G	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 Amendment to Directive (EU) 2019/771
	Article 12, first paragraph -a			
G	113a	<u>Directive (EU) 2019/771 is amended as follows:</u>		<u>Directive (EU) 2019/771 is amended as follows:</u> Light green
	Article 12a			
G	113b	<u>(1) In Article 7(1), point (d) is replaced by the following:</u>		<u>In Article 7(1), point (d) is replaced by the following:</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				Light green
	Article 12a, amending provision, first paragraph			
G	113c	<p>(d) <u>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>		<p>(d) <u>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> <p>Light green</p>
	Article 12, first paragraph, point (2)			
Y	113d	<p>(2) <u>Article 13 is amended as follows:</u></p>		
	Article 12, first paragraph			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Y	114	In Article 13(2) of Directive (EU) 2019/771 the following sentence is added:	In Article 13(2) of Directive (EU) 2019/771 the following sentence is added:	
	Article 12, first paragraph, point (2)(b)			
	114a	This line should be removed - it will be technically possible in the next 10 days.		
	Article 12, first paragraph, amending provision, first paragraph			
R	115	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.	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.	
	Article 12, first paragraph, amending provision, first paragraph a			
Y	115a		2a. Before the seller provides the remedy to bring the goods into	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			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.	
	Article 12, first paragraph, amending provision, first paragraph a			
R	115b		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.	Tech meeting 23/01: EP can accept Council wording but stick to the time of 12 months (EP mandate), which will be discussed at political level.
	Article 12, first paragraph, amending provision, third paragraph			
Y	115c		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	^c <u>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</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			limitation period for remedies in the event of repair is at least equivalent to two years and six months.	<u>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].</u> Tech meeting 23/01: EP can accept Council wording but the issue of time is linked with the political decision that will be made
	Article 12, first paragraph, point (2)(c)			
R	115d	<u>(b) The following paragraph is inserted:</u>		
	Article 12, first paragraph, point (2)(c), amending provision, first paragraph			
R	115e	<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>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 12, first paragraph, point (2)(c)			
Y	115f	<u>(c) The following paragraph is inserted:</u>		
	Article 12, first paragraph, amending provision, fourth paragraph			
R	115g	<u>4a. Where, in accordance with paragraph 2 of this Article, the good has been brought into 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</u>		<p><i>deleted</i></p> <p><i>Tech meeting 23/01: EP can accept to drop this line and can accept Council wording but stick to the timelimit of 12 months, which will be discussed at political level.</i></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u><i>prejudice to other time limits under Article 10 and further claims of the consumer.</i></u>		
	Article 12, first paragraph, point (3)			
R	115h	<u><i>(3) Article 14 is amended as follows:</i></u>		R
	Article 12, first paragraph, point (3)(a)			
R	115i	<u><i>(a) Paragraph 1 is replaced by the following:</i></u>		R
	Article 12, first paragraph, point (3)(a), amending provision, first paragraph			
R	115j	<u><i>1. Repairs 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 repair;</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 required the goods; and</i></u> <u><i>(ca) depending on the specificities</i></u>		R

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>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>		
	Article 12, first paragraph, point (3)(b)			
R	115k	<u>(b) The following paragraph is inserted:</u>		R
	Article 12, first paragraph, point (3)(b), amending provision, first paragraph			
R	115l	<u>1a. Replacements 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 lack of conformity;</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 has required</u>		R

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>the goods.</u> <u>d) upon the explicit request by the consumer, by offering a refurbished good.</u>		
	Article 12, first paragraph, point (3)(c)			
R	115m	<u>(c) The following paragraph is inserted:</u>		R
	Article 12, first paragraph, point (3)(c), amending provision, first paragraph			
R	115n	<u>4a. 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>		R
	Article 12, first paragraph, point (4)			
R	115o	<u>(4) In Article 17 the following paragraph is inserted:</u>		R
	Article 12, first paragraph, point (4), amending provision, first paragraph			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
R	115p	<p>‘</p> <p><u>1a. 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> <p>’</p>	PUBLIC	
	Article 13			
G	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			
G	117	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:	In Annex I to Directive (EU) 2020/1828, point 67 68 is added:
	Article 13, first paragraph, amending provision, numbered paragraph (67)			
G	118	‘ 67. Directive (EU) xx/xx of the European Parliament and of the	‘ 67. ’68. Directive (EU) xx/xx of the European Parliament and of the	‘ 67. <u>’68.</u> Directive (EU) xx/xx of the European Parliament and of the

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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).	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).	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)*.	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 Amendment to Regulation (EU) 2017/2394
Article 14, first paragraph				
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:	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) .	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) .

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 14a			
Y	121a	<u>Article 14a</u> <u>Evaluation report</u>		
	Article 14a(1), first subparagraph			
Y	121b	<u>1. By /5 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 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>		
	Article 14, first paragraph a			
Y	121c	<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.</u>		<u>COM proposal:</u> <u>With regards to Article 7 it shall assess the effectiveness of (the European) online platform(s) for repair based on information on</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>containing information on the number of active repair service providers, consumers and the number of transactions performed.</u>		<u>the number of active repair service providers, and the number of consumers that accessed the platform.</u>
	Article 14, third paragraph			
Y	121d	<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 information necessary for the preparation of that report.</u>		<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 information necessary for the preparation of that report.</u>
	Article 14, fourth paragraph			
Y	121e	<u>3. The report shall be accompanied, where appropriate, by a legislative proposal.</u>		<u>3. The report shall be accompanied, where appropriate, by a legislative proposal.</u>
	Article 15			
G	122	Article 15 Exercise of the delegation	Article 15 Exercise of the delegation	Article 15 Exercise of the delegation
	Article 15(1)			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
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.	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 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.	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 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.	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 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.	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 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	3. The delegation of power referred to in Article 5(4) may be revoked at any time by the European Parliament or by the	3. The delegation of power referred to in Article 5(4) may be revoked at any time by the European Parliament or by the	3. The delegation of power referred to in Article 5(4) may be revoked at any time by the European Parliament or by the

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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.	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.	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.	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 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.	4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State acting in accordance with the principles laid down in the Inter-institutional Agreement of 13 April 2016 on Better Law-Making.	4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State acting in accordance with the principles laid down in the Inter-institutional Agreement of 13 April 2016 on Better Law-Making.	4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State acting in accordance with the principles laid down in the 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.	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	6. A delegated act adopted	6. A delegated act adopted	6. A delegated act adopted

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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.	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.	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.	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.
	Article 16				
G	129 Article 16 Transitional provisions	Article 16 Transitional provisions	Article 16 Transitional provisions	Article 16 Transitional provisions
	Article 16	(1)			
R	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 [2418 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)			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
R	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				
G	132	Article 17 Transposition	Article 17 Transposition	Article 17 Transposition
Article 17(1), first subparagraph				
R	133	1. Member States shall bring into force the laws, regulations and 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.	1. Member States shall bring into force the laws, regulations and 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.	1. Member States shall bring into force the laws, regulations and 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				
G	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	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	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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	down by Member States.	down by Member States.	down by Member States.	down by Member States.
	Article 17(1), third subparagraph			
R	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].	R
	Article 17(2)			
G	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 and the national online platforms on repair and goods subject to refurbishment established in accordance with 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 and the national online platforms on repair and goods subject to refurbishment established in accordance with 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 and the national online platforms on repair and goods subject to refurbishment established in accordance with this Directive.	G
	Article 18			
G	137 Article 18 Entry into force	Article 18 Entry into force	Article 18 Entry into force	G
	Article 18, first paragraph			
G	138 This Directive shall enter into force on the twentieth day following its publication in the Official Journal	This Directive shall enter into force on the twentieth day following its publication in the Official Journal	This Directive shall enter into force on the twentieth day following its publication in the Official Journal	G

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
	of the European Union.	of the European Union.	of the European Union.	of the European Union.	
	Article 19				
G	139	Article 19 Addressees	Article 19 Addressees	Article 19 Addressees	G
	Article 19, first paragraph				
G	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.	G
	Formula				
G	141	Done at Brussels,	Done at Brussels,	Done at Brussels,	G
	Formula				
G	142	For the European Parliament	For the European Parliament	For the European Parliament	G
	Formula				
G	143	The President	The President	The President	G
	Formula				
G	144	For the Council	For the Council	For the Council	G

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Formula			
145	The President	The President	The President	The President
	Annex I			
146	Annex I	Annex I	Annex I	Annex I
	Annex I, first paragraph			
147	EUROPEAN REPAIR INFORMATION FORM	EUROPEAN REPAIR INFORMATION FORM	EUROPEAN REPAIR INFORMATION FORM	EUROPEAN REPAIR INFORMATION FORM
	Annex I, Part I			
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	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	Repairer
	Annex I, Table 1, Column 1, Row 2			
150	Address	Address	Address	Address
	Annex I, Table 1, Column 1, Row 3			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
151	Telephone number	Telephone number	Telephone number	Telephone number	
Annex I, Table 1, Column 1, Row 4					
152	Email address	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	If provided by the repairer, other means of online communication, which enable the consumer to contact, and communicate with, the repairer quickly and efficiently	
Annex I, Table 1, Column 2, Row 1					
154	[Identity]	[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]	[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					

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
157				
Annex I, Table 1, Column 2, Row 5				
158				
Annex I, Part II				
G 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	Part II 2. Information on the repair service G
Annex I, Table 2, Column 1, Row 1				
G 160	Good to be repaired	Good to be repaired	Good to be repaired	Good to be repaired G
Annex I, Table 2, Column 1, Row 2				
Y 161	Determination of the defect	Determination of the defect	Determination Nature of the defect	Y
Annex I, Table 2, Column 1, Row 3				
G 162	Type of repair suggested	Type of repair suggested	Type of repair suggested	Type of repair suggested G
Annex I, Table 2, Column 1, Row 4				
R 163	Price for repair or, if it cannot be calculated, the applicable	<u>Maximum</u> price <u>expected</u> for repair or, if it cannot be calculated,	Price for repair or, if it cannot be calculated, the applicable	Tech meeting 12/01: to be R

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
	calculation method and maximum price of repair	the applicable calculation method and maximum price of repair	calculation method and maximum price of repair	aligned with Art. 4	
Annex I, Table 2, Column 1, Row 5					
Y	164	Estimated time to complete repair	Estimated time to complete repair	Estimated Time to complete repair	Tech meeting 12/01: to be aligned with Art. 4
Annex I, Table 2, Column 1, Row 6					
Y	165	Availability of a temporary replacement product	Availability of a temporary replacement product	Availability of a temporary replacement product product goods	Tech meeting 12/01: to be aligned with Art. 4
Annex I, Table 2, Column 1, Row 7					
G	166	If yes, indicate the corresponding costs, if any:	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					
Y	167	Place of repair	Place of repair	Place of repair to hand over the goods	
Annex I, Table 2, Column 1, Row 9					
G	168	If applicable, the availability of ancillary services	If applicable, the availability of ancillary services	If applicable, the availability of ancillary services	If applicable, the availability of ancillary services

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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:	If yes, indicate the corresponding costs, if any:
	Annex I, Table 2, Column 2, Row 1			
170	[Identification of the good]	[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]	[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]	[What kind of measures will be taken to repair the defect]

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Annex I, Table 2, Column 2, Row 4			
G	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]	[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			
Y	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			
Y	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 means that the consumer will receive an equivalent product for use during the time of repair, the repairer has to indicate 'Yes' or 'No'] 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			
G	176 [In EUR/national currency]	[In EUR/national currency]	[In EUR/national currency]	[In EUR/national currency]

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Annex I, Table 2, Column 2, Row 8			
Y	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 repair facility or elsewhere]
	Annex I, Table 2, Column 2, Row 9			
G	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			
G	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			
Y	179a		<p>The period of validity of the European Repair Information Form;</p> <p>New row to table, first column</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Annex I, second paragraph			
Y	179b		<p>[Period of validity of at least 30 days]</p> <p>New row to table, second column</p>	Y
	Annex I, third paragraph			
Y	179c		<p>If applicable, additional information</p> <p>New second row to table, first column</p>	Y
	Annex I, fourth paragraph			
Y	179d		<p>[Additional information provided voluntarily]</p> <p>New second row to table, second column</p>	Y
	Annex I, second paragraph			
G	180	Indications between square brackets provide explanations for the repairer and must be replaced with the corresponding	Indications between square brackets provide explanations for the repairer and must be replaced with the corresponding	Indications between square brackets provide explanations for the repairer and must be replaced with the corresponding

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	information.	information.	information.	information.
	Annex II			
G	181	Annex II	Annex II	Annex II
	Annex II, first paragraph			
G	182	LIST OF UNION LEGAL ACTS	LIST OF UNION LEGAL ACTS	LIST OF UNION LEGAL ACTS
	Annex II, second paragraph			
R	183	LAYING DOWN REPARABILITY REQUIREMENTS	LAYING DOWN REPARABILITY REQUIREMENTS <u>AND LIST OF REPARABLE GOODS</u>	LAYING DOWN REPARABILITY REQUIREMENTS
	Annex II, point 1.			
G	184	<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</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</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</p>

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	repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).	repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).	repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).	repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).
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>	<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	<p>3. Refrigerating appliances with a 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>3. Refrigerating appliances with a 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>3. Refrigerating appliances with a 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.				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
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>	<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 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).</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 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).</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 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).</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 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).</p>
Annex II, point 6.				
189	<p>6. Welding equipment according to Commission Regulation (EU) 2019/1784¹</p>	<p>6. Welding equipment according to Commission Regulation (EU) 2019/1784¹</p>	<p>6. Welding equipment according to Commission Regulation (EU) 2019/1784¹</p>	<p>6. Welding equipment according to Commission Regulation (EU) 2019/1784¹</p>

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	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).	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).	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).	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).
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>	<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>
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>	<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>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Annex II, point 9.			
Y	192 9. [Mobile phones, cordless phones and tablets according to Commission Regulation (EU) .../... ¹] 1. ...	9. f Mobile phones, cordless phones and tablets according to Commission Regulation (EU) .../... ¹ f 1. -...	9. {Mobile phones, cordless phones and slate tablets according to Commission Regulation (EU) .../... ¹ } 2023/1670¹ 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). ...	
	Annex II, point 9a.			
R	192a	<u>9a. Bicycles</u>		
	Annex II, point 9a.			
	192b			<u>9a. Household tumble dryers, according to Commission Regulation (EU) 2023/2533¹</u> <u>¹ Commission Regulation (EU) 2023/2533 of 17 November 2023</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				<u>implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for household tumble dryers, amending Commission Regulation (EU) 2023/826, and repealing Commission Regulation (EU) No 932/2012</u>