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2023/0083 (COD)

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)

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,

Having regard to the proposal from the European Commission,

After transmission of the draft legislative act to the national parliaments,

Having regard to the opinion of the European Economic and Social Committee¹,

Acting in accordance with the ordinary legislative procedure²,

¹ OC J [...]

² Position of the European Parliament of [...] (not yet published in the Official Journal) and decision of the Council of [...].

Whereas:

- (1) Directive (EU) 2019/771 of the European Parliament and of the Council³ pursues the objective of improving the functioning of the internal market, while achieving a high level of consumer protection *as well as increased circularity within the economy*. 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.
- (2) In order to achieve these objectives, and in particular to facilitate cross-border provision of services and competition among repairers of goods purchased by consumers in the internal market, it is necessary to lay down uniform rules promoting the repair of goods purchased by consumers within and beyond the liability of the seller established by Directive (EU) 2019/771. Member States have already taken or are considering to introduce rules promoting repair and reuse of goods purchased by consumers outside the existing liability of the seller established by Directive (EU) 2019/771. Differing mandatory national rules in this area constitute actual or potential obstacles to the functioning of the internal market, adversely affecting cross-border transactions of economic operators acting on that 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 Council⁴, 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.

³ Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).

⁴ 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).

- (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 ***strengthen the provisions related to the repair of goods, allowing consumers to seek affordable repair from the provider of their choice***. Repair should result in ***a 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, ***by promoting a life cycle of products which include re-use, repair and refurbishment***, while also producing benefits for consumers by avoiding costs associated with new purchases in the short term.
- (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 ■ outside the liability of the seller. ***In addition, Article 10 and Article 13 of Directive (EU) 2019/771 are amended to promote repair within the liability of the seller***. This Directive thus pursues the objectives, in the context of the European Green Deal, of promoting a more sustainable consumption, a circular economy and the green transition.
- (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 prevent consumers from opting for repair. This Directive aims at addressing some of these obstacles.***

- (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 should not affect either the freedom of Member States to regulate aspects of general contract law, such as rules on the formation, validity, nullity or effects of contracts, including the consequences of the termination of a contract, in so far as they are not regulated in this Directive, or the right to damages. This Directive is without prejudice to Regulation (EU) 2023/988¹ of the European Parliament and the Council, in particular in the case of a product safety recall.* _____ *1. Regulation (EU) 2023/988 of the European Parliament and of the Council of 10 May 2023 on general product safety (OJ L 135, 23.5.2023, p. 1–51).*
- (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.*
- (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 reparability requirements are provided for by Union legal acts.*
- (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.

- (7) In order to help consumers identify and choose suitable repair services, **repairers may provide** consumers **with** key information on **their** repair services **by means of a standardised European Repair Information Form provided in Annex I of this Directive**. The European Repair Information **■** should **comprise the** key parameters that influence consumer **repair** decisions, **such as the nature of the defect, price and the time within which the repairer undertakes to complete the repair**. **If the repairer offers additional services such as transportation service, the individual costs of those services should be provided**. **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**. **The European Repair Information Form could allow consumers to assess and easily compare repair services and facilitate the provision of information on repair services, in particular for micro, small and medium sized businesses**. **The provision of the European Repair Information Form by repairers would make it easier for consumers to compare alternative repair offers**. **The repairers would gain more legal certainty since by using and filling in correctly the European Repair Information Form they will be deemed to fulfil their legal obligations, in particular with respect to provision of pre-contractual information pursuant to Directive 2011/83/EU of the European Parliament and the Council**. ¹ **The standardised presentation of the key information via the European Repair Information Form will improve the clarity and transparency contributing to greater consumer trust in their repair services**. _____.
- (8) The consumer's free choice to decide by whom to have **his** goods repaired should be facilitated by **a voluntary provision of** the European Repair Information Form. **Repairers should provide the European Repair Information Form only on a voluntary basis**. **The Form should be provided within a reasonable period of time, which should correspond to the shortest possible time necessary from the request and before the consumer is bound by a contract for the provision of repair services**. **When no form is provided, a consumer may also** 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 Council. _____.

- (9) *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 identify 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 he incurs, including labour or transportation costs.* 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 *diagnostic service and before the* provision of the European Repair Information Form. Consumers may refrain from requesting the *diagnostic service* where they consider that the costs for obtaining *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.*
- (10) Repairers should not alter the conditions of repair that they provide in the European Repair Information Form, including ■ the price for repair, for a *minimum* period of *30 calendar days. However, the repairer and the consumer should be able to agree on a longer period. This ensures that consumers are given sufficient time to compare different repair 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.
- (10a) *If the repairers decide to offer the European Repair Information Form and the consumers accept the condition provided therein, the repairers are obliged to repair. 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.*

- (11) Directive (EU) 2019/771 imposes an obligation on sellers to repair goods in the event of a lack of conformity which existed at the time that the goods were delivered and which becomes apparent within the liability period. Under that Directive, consumers are not entitled to have defects repaired which fall outside that obligation. As a consequence, a large number 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 **manufacturers** 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 **manufacturers** of such goods, since they are the addressees of those reparability requirements. That obligation should apply to **manufacturers** established both inside and outside the Union in relation to goods placed on the Union market.
- Furthermore, this Directive should not put into question the economic freedom of choice for manufacturer to stop manufacturing a good, without prejudice, where applicable, to the obligation to provide spare parts and tools under Union law.***

- (12) Since the obligation to repair imposed on **manufacturers** under this Directive covers defects that are not due to the non-conformity of the goods with a sales contract, **manufacturers** may provide repair **for** a price paid by the consumer, **or** for free. The charging of a price should encourage **manufacturers** 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 **manufacturer** 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 **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. **To incentivise consumers to have their goods repaired outside of the legal guarantee, a manufacturer may offer a loan of a comparable good for the duration of the repair, which is expected to be returned once the consumer receives the repaired good.**
- (13) **It would be beneficial that the repair could be carried out as close as possible to the consumer to prevent unnecessary shipping costs and emissions. Manufacturers and, where applicable, authorised representatives, importers and distributors, should be able to** fulfil their obligation to repair by sub-contracting repair, for instance, if **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.**

- (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 Council⁵, according to which ***manufacturers are to*** provide access to spare parts, repair and maintenance information or any repair related software tools, firmware or similar auxiliary means, apply. Those requirements ensure the technical feasibility of repair, not only by the ***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. Spare parts should at least be made available for the time period set out in Union legal acts. Manufacturers that make spare parts and tools available for goods listed in Annex II, whether because of corresponding legal obligations under Union law or voluntarily, should apply a reasonable price that does not deter the access to such spare parts and tools, thereby preventing repair. To complement those measures, manufacturers should not use any contractual clauses, hardware or software techniques that impede the repair of the products for which there are reparability requirements set out in Union law and listed in Annex II of this Directive unless they are justified by legitimate and objective factors, including to prevent or restrict the unauthorised use of works and other subject matters protected by intellectual property rights under Union and national legal acts, in particular Directives 2001/29/EC, 2004/48/EC and (EU) 2019/790. Consequently, this should encourage competition and benefit consumers with better services and lower repair prices.***
- (14a) ***It should be recalled that traders' 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 false claims that such repair or inspection generates risks related to safety, thereby misleading consumers, can, where applicable, constitute an unfair commercial practice under Directive 2005/29/EC.***

⁵ 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).

- (15) The obligation to repair should also be effective in cases where the *manufacturer* is established outside the Union. In order to enable consumers to turn to an economic operator established within the Union to perform this obligation, this Directive foresees a sequence of alternative economic operators required to perform the obligation to repair of the *manufacturer* in such cases. This should enable *manufacturers* located outside the Union to organise and perform their obligation to repair within the Union.
- (16) To avoid overburdening *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 *manufacturers* to repair defective goods, but ensure that 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 *or in other relevant Union legal acts such as the batteries regulation*. 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 *manufacturer* in the after-sales phase, complements the supply-side related reparability requirements laid down in *for example* Regulation [on the Ecodesign Sustainable Products], encouraging consumer demand for repair.

- (17) To ensure legal certainty, this Directive lists in Annex II relevant product groups covered by ■ reparability requirements under Union legal acts ■. In order to ensure coherence with future *regulatory developments*, the power to adopt acts in accordance with Article 290 of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of in particular adding new product groups to Annex II, when new reparability requirements are adopted. ***The Commission should then add those new product categories as quickly as possible and at the latest 12 months after publication of the legal act on which the reparability requirements are based on.*** 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.
- (18) While this Directive imposes the obligation to repair on the *manufacturer*, it also facilitates consumer choice of repair services from other repairers. This choice should in particular be facilitated by *comparing* the European Repair Information Form *provided voluntarily by* not only *the manufacturer* but also *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 *manufacturers* which may for instance be located at a greater distance and for which the price could be higher due to transportation costs.

- (19) In line with Directive (EU) 2019/771, a **manufacturer** should be exempted from the obligation to repair where repair is factually or legally impossible. For example, the **manufacturer** 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 Council⁶ is already using the criterion whether repair is impossible and national courts are applying it.
- (20) In order to increase the consumer awareness on the availability of repair and thus its likelihood, **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 obligation to repair, which could be understood as starting from the moment of placing on the market until the expiry of the reparability requirements**. The information should mention the relevant goods covered by that obligation, together with an explanation that and to what extent repair is provided for those goods, for instance through sub-contractors. That information should be easily accessible to the consumer and provided in a clear and comprehensible manner, without the need for the consumer to request it, and in line with the accessibility requirements of Directive 2019/882. The **manufacturer** is free to determine the means through which it informs the consumer, **such as on a website in a visible and prominent way, in the Digital Product Passport or at the point of sale for example where the manufacturer is the seller**.

⁶ 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).

- (21) In order to encourage repair, *the Commission should set up a European online platform. The European online platform would consist of national sections based on a common online interface and include links to national repair platforms that fulfil the criteria set out in this Directive. To this end, the Commission should develop a common online interface for the European online platform. The Commission should also be responsible for ensuring the IT maintenance of the European online platform and respond to technical or other queries from the users regarding any incorrect functioning of the platform. The European online platform should be accessible for free for consumers. It should also be able to accommodate sellers of refurbished goods, purchasers of defective goods for refurbishment or complementary market-based instruments, such as community-led repair initiatives. Member States should either use the common online interface for creating their national sections on the European Online platform or establish national repair platforms that fulfil the criteria set out in this Directive. When Member States use the European online platform, it should be left to Member States' discretion how to populate the national sections, for instance by self-registration, importing bulk data from existing databases with the consent of the repairers or by making registration subject to prior approval. Where 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. Such conditions must be non-discriminatory and in accordance with Union law. Member States that choose to set access conditions in their national sections should benefit from six additional months to make their national section operational. Some Member States or economic operators have invested resources in developing national platforms to promote repair. To avoid creating excessive administrative burden and to allow for appropriate flexibility, Member States may also choose to maintain or establish a national repair online platform which complies with the requirements of this Directive. Where a Member State establishes a national repair online platform, it should not be obliged to establish a national section on the European Platform nor to designate national contact points. The Member States should choose between establishing a national section on the European online platform or establishing a national platform that complies 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 will be accessible via a*

link from the European online platform 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.

- (21a) *The European online platform should include user-friendly tools to search for repairers by Member State. This would 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 refurbished goods, purchasers of defective goods for refurbishment or community-led repair initiatives, such as repair cafes.*
- (22) Member States should *designate a representative to be part of an expert group established by the Commission with regard to the design and functioning of the European online platform, in order to facilitate coordination between the Commission and the Member States* ■ .
- (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 should, 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.*
- (23) *The European Commission should ensure that the European online platform is accessible for consumers easily and free of charge. The European online platform should allow consumers to find suitable repair services for their defective goods and, where applicable, sellers of refurbished goods, purchasers of defective goods for refurbishment or community-led repair initiatives such as repair cafes. Consumers should be able to use search functions in order to filter by different features like product categories, availability of temporary replacement goods, quality indicators and any repair condition, including location of the repairer and the possibility of cross border provision of services. The European online platform should also be accessible to vulnerable consumers, including persons with disabilities, in accordance with applicable Union law relating to accessibility.*

- (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 **their** 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 refurbished goods, purchasers of defective goods for refurbishment or community-led repair initiatives such as repair cafes** 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.
- (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, **whenever the repairer makes this form available voluntarily. To raise consumer awareness about the European online 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.
- (25a) ***It is recalled that Member States should ensure that their national laws, including when transposing this Directive, are fully in line with the fundamental freedoms to provide services and of establishment as enshrined in the Treaties. This Directive is without prejudice to Directive (EU) 2018/958.***

- (26a) *Member States' measures promoting repair can be of financial or of non-financial nature. Measures of non-financial nature can include information campaigns, 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. Measures of financial nature may, for example, take the form of repair vouchers, repair funds, supporting or creating local or regional repair platforms, organising or financing training programs to acquire special skills in repair, taxation measures. In the context of taxation measures, it is recalled that, where applicable, with Annex III of Council Directive 2006/112/EC on the common system of value added tax, Member States can, as appropriate, 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)". In this context, the Commission could consider introducing a proposal, if appropriate, for the amendment of Annex III of that Directive. These measures can be taken at a national, regional or local level. Member States should notify to the Commission one or more measures taken promoting repair, in order to facilitate the exchange of best practices. The Commission should make information on such measures publicly available.*
- (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.*
- (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, ***such as independent repairers and community-led repair initiatives***, 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 transportation offered by repairers.

- (27a) *The enforcement provisions set out in this Directive are without prejudice to Directive (EU) 2020/1828.*
- (28) In order to promote repair within the liability of the seller, *to the benefit of consumers and the protection of the environment*, Directive (EU) 2019/771 *should be amended. The consumer remains entitled to choose between repair and replacement. However, the Directive introduces a new obligation to inform. In particular, the seller should inform the consumer about their right to choose between repair 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. This information requirement and the extension of the liability period should encourage sustainable consumption and contribute to a circular economy.*

- (28a) *As a way to incentivise consumers to choose repair to bring goods into conformity within the liability of the seller, and therefore to promote repair, where the consumer chooses repair as the remedy to bring the goods into conformity, the liability period should be extended by twelve 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 twelve 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 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 twelve 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.*
- (28b) *To support consumers and incentivise repair, the seller could, depending on the specificities of the relevant product-category, loan the consumer a replacement product, if the repair will not be completed within a reasonable period of time or without significant inconvenience. This replacement good can also be a refurbished good. In any case, the replacement good temporarily loaned to the consumer should be without cost. Furthermore, the seller should still undertake the repair within a reasonable period of time. Providing a good on loan for the duration of the repair can avoid significant inconvenience to the consumer but it cannot justify an unreasonably long time period for repair. In case of replacement as a remedy and upon consumer's request, the seller could provide the consumer with a refurbished good.*

- (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 Council¹⁶ 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 Council¹⁷ is necessary.
- (30) In order to allow economic operators to adapt, transitional provisions concerning the application of some Articles of this Directive should be introduced. 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.
- (31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents¹⁸, 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 legislator considers the transmission of such documents to be justified.

- (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) 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.
- (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 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.

HAVE ADOPTED THIS DIRECTIVE:

Article 1

Subject matter, purpose and scope

1. This Directive lays down common rules ***strengthening the provisions related to*** 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.
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.
- 2a. ***Articles 5 and 6 shall only apply to goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II.***

Article 2

Definitions

For the purpose of this Directive, the following definitions apply:

1. ‘consumer’ means a consumer as defined in Article 2, point (2) of Directive (EU) 2019/771;
 2. ‘repairer’ means any natural or legal person who, related to that person’s trade, business, craft or profession, provides a repair service, including ***manufacturers*** and sellers that provide repair services and repair service providers whether independent or affiliated with such ***manufacturers*** or sellers;
- (2a) ‘repair’ means repair as defined in Article 2, point (20), of Regulation [on the Ecodesign for Sustainable Products];***

3. ‘seller’ means a seller as defined in Article 2, point (3) of Directive (EU) 2019/771;
4. ‘**manufacturer**’ means ■ manufacturer as defined in Article 2, point (42) of Regulation [on the Ecodesign for Sustainable Products];
5. ‘authorised representative’ means authorised representative as defined in Article 2, point (43), of Regulation [on the Ecodesign for Sustainable Products];
6. ‘importer’ means importer as defined in Article 2, point (44), of Regulation [on the Ecodesign for Sustainable Products];
7. ‘distributor’ means distributor as defined in Article 2, point (45), of Regulation [on the Ecodesign for Sustainable Product];
8. ‘goods’ means goods as defined in Article 2, point (5), of Directive (EU) 2019/771 except water, gas and electricity;
9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the Ecodesign for Sustainable Products];
10. ‘reparability requirements’ **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;

(10a) ‘durable medium’ means durable medium as defined in Article 2, point (11), of Directive (EU) 2019/771.

Article 3

Level of harmonisation

Member States shall not maintain or introduce in their national law provisions diverging from those laid down in this Directive.

Article 4

European Repair Information Form

1. ***Repairers may provide the consumer with the European Repair Information Form set out in Annex I to this Directive. 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.***

- 2a. ***The European Repair Information Form shall be provided free of charge.***

3. ***By way of derogation from paragraph 2a, 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, the repairer may request the consumer to pay the necessary costs for this service.***

Without prejudice to Directive 2011/83/EU, the repairer shall inform the consumer about the costs of the *diagnostic service*.

4. The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner:
 - (a) the identity of the repairer;
 - (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 ***in a quick, efficient and accessible manner***;
 - (c) the good to be repaired;
 - (d) the nature of the defect and the type of repair suggested;

- (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;
- (f) the ■ time needed to complete the repair;
- (g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;
- (h) the place where the consumer hands over the goods for repair,
- (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;

(ia) the period of validity of the European Repair Information Form;

(ib) where applicable, additional information.

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. The repairer and the consumer *may agree on a longer period of validity of the European Repair Information Form. Where the consumer accepts* the conditions *set* in the European Repair Information Form *within the period of validity, the repairer shall be obliged to perform the repair service under those conditions.*
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:
 - (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;
 - (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;

- (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;
- (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

Obligation to repair

1. Member States shall ensure that upon the consumer's request, the **manufacturer** shall repair goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II. The **manufacturer** shall not be obliged to repair such goods where repair is impossible. The **manufacturer** may sub-contract repair in order to fulfil its obligation to repair.
 - 1a. *The repair pursuant to paragraph 1 shall be carried out subject to the following conditions:*
 - (a) *it shall be carried out either free of charge or for a reasonable price;*
 - (b) *it shall be carried out within a reasonable period of time from the moment the manufacturer has physical possession of the good, has received the good or has been given access to the good by the consumer;*
 - (c) *the manufacturer 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*
 - (d) *in cases where the repair is impossible, the manufacturer may offer the consumer a refurbished product.*

2. Where the **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 **manufacturer**. Where the **manufacturer** has no authorised representative in the Union, the importer of the good concerned shall perform the obligation of the **manufacturer**. Where there is no importer, the distributor of the good concerned shall perform the obligation of the **manufacturer**. *The authorised representative, importer and distributor may subcontract repair in order to fulfil their obligation to repair.*
3. *Manufacturers that make spare parts and tools available for goods listed in Annex II shall offer these spare parts and tools at a reasonable price that does not deter repair.*
- 3a. *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 goods listed in Annex II.*
- 3b. *Manufacturers shall not use any contractual clauses, hardware or software techniques that impede the repair of goods listed in Annex II unless justified by legitimate and objective factors including the protection of intellectual property rights under Union and national legal acts. Manufacturers shall, in particular, 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 such as requirements on product safety or in compliance with intellectual property. This paragraph is without prejudice to the specific requirements of the measures listed in Annex II and without prejudice to Union and national legal acts providing for the protection of intellectual property rights.*
- 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.*
- 3d. *Without prejudice to the obligation to repair under this article, consumers may seek repair from any repairer of their choice.*

4. 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 ***regulatory*** developments. ***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.***

Article 6

Information on obligation to repair

Member States shall ensure that ***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, information on ***their*** repair services ***free of charge*** in an easily accessible, clear and comprehensible manner .

Article 7

European Online Platform for repair

- 1. ***A European online platform for repair shall be established to allow consumers to find repairers and, where applicable, sellers of refurbished goods, purchasers of defective goods for refurbishment or community-led repair initiatives. The European online platform consists of the national sections that use the common online interface and includes links to the national repair platforms referred to in paragraph -1b.***
- 1a. ***By [36 months after the entry into force] the Commission shall develop the common online interface for the European online platform, which shall comply with the requirements set out in paragraph 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.***

- 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 establish a national section on the European online platform. Instead, the European online platform shall include links to such national platforms. Member States shall ensure that their national platforms are operational by [36 months after entry into force of this Directive].*
- 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, purchasers of defective goods for refurbishment or community-led repair initiatives.*
- 1d.** *The use of national sections and national platforms in the European online platform shall be free of charge for consumers. The registration 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.*
- 1.** *The national sections that use the common online interface and the national repair platforms referred to in paragraph -1b shall:*
- (a)** *include search functions regarding goods, location of repair services, **including a map based function, the 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;*
 - (aa)** *where applicable, include a search function to find sellers of goods that have been subject to refurbishment, purchasers of defective goods for refurbishment or community-led repair initiatives;*

- (b) enable consumers to request the European Repair Information Form via the platform *from repairers offering it*;
- (c) allow for regular updates of contact information and services by repairers;
- (d) allow repairers to indicate their adherence to applicable European or national quality standards;
- (e) enable accessibility through national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.
- (f) ensure accessibility for persons with disabilities
- (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, purchasers of defective goods for refurbishment or community-led repair initiatives; and*

1a. *The European online platform shall allow for collection of non-personal data regarding the functioning of the national section.*

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3c. *Member States and the Commission shall take appropriate measures to inform consumers, relevant economic operators and sellers about the availability of the European online platform established pursuant to paragraph -1 of this Article.*

Article 7a

Expert Group

The Commission shall establish an expert group composed of representatives of all Member States and chaired by a representative of the Commission. The tasks of the expert group shall be to advise the Commission with regard to the design and functioning of the European Online Platform and its national sections.

Article 7b

National contact points

1. *By [24 months after the entry into force of this Directive] Member States shall inform the Commission about either:*
 - (a) *the national contact point that they have designated for the European Online Platform; or*
 - (b) *the national platforms that they have established or will establish in accordance with Article 7, paragraph -1b.*
2. *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, 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 for requirements for professional qualifications. Such Member States shall inform the Commission of any access conditions adopted by 24 months after the entry into force of this Directive at the latest.*

3. *Member States using the national sections of the European online platform and applying the conditions referred to in paragraph 2 shall ensure that their national section is operational within 6 months from the date the Commission delivers the common online interface provided for in Article 7 paragraph -1a.*
4. *The national contact point shall be responsible for the following tasks:*
 - (a) *providing access to their national section for registration to repairers and, where applicable, sellers of goods that have been subject to refurbishment, purchasers of defective goods for refurbishment or community-led repair initiatives;*
 - (b) *ensuring compliance with any access conditions set by Member States pursuant to paragraph 2; and*
 - (c) *assisting the Commission with the operation of the national sections of the European Online Platform.*

Article 7c

Measures for Micro, Small and Medium-sized enterprises (SMEs)

Where appropriate, the Commission shall adopt guidelines to support, especially micro, small and medium-sized enterprises in complying with the requirements and obligations set out in this Directive.

Article 8

Enforcement

1. Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

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:
- (a) public bodies or their representatives;
 - (b) organisations having a legitimate interest in protecting consumers or the environment;
 - (c) professional organisations having a legitimate interest in acting.

Article 9

Consumer information

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 (EU) 2018/1724.

Article 9a

Member States measures promoting repair

1. ***Member States shall take at least one measure promoting repair.***
3. ***Member States shall notify to the Commission one or more measures taken under paragraph 1, 3 years after the date of transposition of this Directive referred to in paragraph 1 of Art 17. The Commission shall make information on the measures notified by the Member States publicly available.***
4. ***This Directive shall be without prejudice to Directive (EU) 2018/958.***

Article 10

Mandatory nature

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.
2. This Directive shall not prevent the repairer from offering to the consumer contractual arrangements that go beyond the protection provided for in this Directive.

Article 11

Penalties

1. Member States shall lay down the rules on penalties applicable to infringements of national 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.
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

Amendment to Directive (EU) 2019/771

Directive (EU) 2019/771 is amended as follows:

(1) In Article 7(1), point (d) is replaced by the following:

‘(d) be of the quantity and possess the qualities and other features, including in relation to durability, reparability, functionality, compatibility and security normal for goods of the same type and which the consumer may reasonably expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller, or other persons in previous links of the chain of transactions, including the producer, particularly in advertising or on labelling.’

(2) Article 10 is amended as follows:

(a) The following paragraph 2a is inserted:

‘ 2a. Where, in accordance with Article 13, paragraph 2, repair takes place as the remedy to bring the goods into conformity, the liability period shall be extended once by twelve months.’

(b) The paragraph 3 is replaced by the following:

‘ 3. Member States may maintain or introduce longer time limits than those referred to in paragraphs 1, 2 and 2a.’

(c) *the following paragraph 5a is inserted:*

‘ 5a. Member States which, where in accordance with paragraph 3 or paragraph 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 2a as long as they ensure that the liability of the seller or the limitation period for remedies in the event of repair is at least equivalent to three years. ’

(3) In Article 13(2) of Directive (EU) 2019/771 the following *paragraph* is added:

2a. Before the seller provides the remedy to bring the goods into conformity, the seller shall inform the consumer about their right to choose between repair and replacement as well as the possible extension of the liability period, foreseen in Article 10 paragraph 2a.

(4) *Article 14 is amended as follows:*

Paragraph 1 is replaced by the following:

1. Repairs or replacements shall be carried out:

- (a) free of charge;*
- (b) within a reasonable period of time from the moment the seller has been informed by the consumer about the lack of conformity;*
- (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;*

- (ca) during repair, depending on the specificities of the relevant category of goods, in particular of the need of the consumer to have such goods permanently available, the seller may provide the consumer free of charge with a replacement good, including a refurbished good, on loan; and*
- (cb) the seller may provide, upon the explicit request by the consumer, a refurbished good to fulfil his obligation to replace the good.*

Article 13

Amendment to Directive (EU) 2020/1828

In Annex I to Directive (EU) 2020/1828, point **68** is added:

- ‘68.** Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx).’

Article 14

Amendment to Regulation (EU) 2017/2394

In the Annex to Regulation (EU) 2017/2394, the following point 27 is added:

- ‘27.** Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx).’

Article 14a

Reporting by the Commission and review

1. *By [7 years after the entry into force of this Directive], the Commission shall submit a report on the application of this Directive. The report shall assess Directive's contribution, and in particular of Articles 5 and 12 to promoting repair in the internal market, including the repair of goods subject to reparability requirements outside the legal guarantee and the consumers' choice for repair within the legal guarantee as well as its impact on businesses and consumers.*
 - 1a. *The report shall also assess the effectiveness of incentives to opt for repair including the extension of the legal guarantee, the need for promoting commercial guarantees on repair services as well as the necessity of setting out rules for liability of repairers for repair.*
 - 1b. *With regards to Article 7 it shall assess the effectiveness of the European online platform for repair based on information on the number of active repair service providers, and the number of consumers that accessed the platform.*
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.*
3. *The report shall be accompanied, where appropriate, by a legislative proposal.*
4. *The necessary level of harmonisation required to ensure a level-playing field for companies in the internal market including the convergence and divergence between national laws of the Member States transposing this Directive, in particular regarding the liability periods, shall be assessed in the context of the review foreseen in Article 25 of Directive EU 2019/771.*

Article 15

Exercise of the delegation

1. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.
2. The power to adopt delegated acts referred to in Article 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.
3. The delegation of power referred to in Article 5(4) may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the delegation of the power specified in that decision. It shall take effect on the day following the publication of the decision in the Official Journal of the European Union or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.
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.
5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.
6. A delegated act adopted pursuant to Article 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

Transitional provisions

Article 12 of this Directive shall not apply to sales contracts concluded before [24 months after the entry into force]

Article 17

Transposition

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.

When Member States adopt those measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by Member States.

Member States shall apply those measures from [24 months from the entry into force].

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.

Article 18

Entry into force

This Directive shall enter into force on the twentieth day following its publication in the Official Journal of the European Union.

Article 19

Addressees

This Directive is addressed to the Member States.

Done at Brussels,

For the European Parliament
The President

For the Council
The President

Annex I

EUROPEAN REPAIR INFORMATION FORM

Part I

1. Identity and contact details of the repairer providing the repair service

Repairer	[Identity]
Address	[Geographical address to be used by the consumer]
Telephone number	
Email address	
If provided by the repairer, other means of online communication, which enable the consumer to contact, and communicate with, the repairer quickly and efficiently	

Part II

2. Information on the repair service

Good to be repaired	[Identification of the good]
<i>Nature</i> of the defect	[Description of the defect]
Type of repair suggested	[What kind of measures will be taken to repair the defect]

Price for repair or, if it cannot be calculated, the applicable calculation method and maximum price of repair	[This means the total amount or, if not possible, the calculation method and the ceiling for the repair service, in EUR/national currency]
■ Time to complete repair	[<i>Time by which the repairer undertakes to perform the service in days</i>]
Availability of temporary replacement <i>goods</i>	[A temporary replacement <i>good</i> means that the consumer will receive an equivalent <i>good</i> for use during the time of repair, the repairer has to indicate 'Yes' or 'No']
If yes, indicate the corresponding costs, if any:	[In EUR/national currency]
Place <i>to hand over the goods</i>	[The place where <i>the consumer hands over the goods for repair</i> ■]
If applicable, the availability of ancillary services	[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]
If yes, indicate the corresponding costs, if any:	[In EUR/national currency, per service offered]
<i>The period of validity of the European Repair Information Form;</i>	[<i>Period of validity of at least 30 days</i>]
<i>If applicable, additional information</i>	

Indications between square brackets provide explanations for the repairer and must be replaced with the corresponding information.

Annex II

LIST OF UNION LEGAL ACTS

LAYING DOWN REPARABILITY REQUIREMENTS

1. Household washing machines and household washer-dryers according to Commission Regulation (EU) 2019/2023⁷
2. Household dishwashers according to Commission Regulation (EU) 2019/2022⁸
3. ■
4. Refrigerating appliances according to Commission Regulation (EU) 2019/2019⁹
5. Electronic displays according to Commission Regulation (EU) 2019/2021¹⁰
6. Welding equipment according to Commission Regulation (EU) 2019/1784¹¹
7. Vacuum cleaners according to Commission Regulation (EU) 666/2013¹²

⁷ ■ Commission Regulation (EU) 2019/2023 of 1 October 2019 laying down ecodesign requirements for household washing machines and household washer-dryers pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).

⁸ ■ 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).

⁹ ■ 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).

¹⁰ ■ 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).

¹¹ ■ 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).

8. Servers and data storage products according to Commission Regulation (EU) 2019/424¹³
9. ■ Mobile phones, cordless phones and *slate* tablets according to Commission Regulation (EU) 2023/1670¹⁴

9a. *Household tumble dryers, according to Commission Regulation (EU) 2023/2533¹—¹ Commission Regulation (EU) 2023/2533 of 17 November 2023 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*

9b. *Goods incorporating light means of transport batteries in accordance with Regulation (EU) 2023/1542 of the European Parliament and of the Council¹*

¹*Regulation (EU) 2023/1542 of the European Parliament and of the Council of 12 July 2023 concerning batteries and waste batteries, amending Directive 2008/98/EC and Regulation (EU) 2019/1020 and repealing Directive 2006/66/EC, OJ L 191, 28.7.2023*

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- ¹² ■ 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).
- ¹³ ■ 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).
- ¹⁴ *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).*