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NOTE

From:	General Secretariat of the Council
To:	Delegations
Subject:	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and better information - 4-column table

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

Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and better information (Text with EEA relevance)
2022/0092(COD)

	Commission Proposal	EP Mandate	Council Mandate	
Formula				
1	2022/0092 (COD)	2022/0092 (COD)	2022/0092 (COD)	
Proposal Title				
2	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and better information (Text with EEA relevance)	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and better information (Text with EEA relevance)	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and better information (Text with EEA relevance)	
Formula				
3	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE	

	Commission Proposal	EP Mandate	Council Mandate	
	EUROPEAN UNION,	EUROPEAN UNION,	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,	
Citation 2				
5	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,	
Citation 3				
6	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,	
Citation 4				
7	Having regard to the opinion of the European Economic and Social Committee, ¹ 1. — OJ C , , p. .	Having regard to the opinion of the European Economic and Social Committee, ¹ 1. — OJ C , , p. .	Having regard to the opinion of the European Economic and Social Committee, ¹ 1. — OJ C , , p. .	
Citation 5				

	Commission Proposal	EP Mandate	Council Mandate	
8	Acting in accordance with the ordinary legislative procedure,	Acting in accordance with the ordinary legislative procedure,	Acting in accordance with the ordinary legislative procedure,	
Formula				
9	Whereas:	Whereas:	Whereas:	
Recital 1				
10	(1) In order to tackle unfair commercial practices which prevent consumers from making sustainable consumption choices, such as practices associated with the early obsolescence of goods, misleading environmental claims ("greenwashing"), non-transparent and non-credible sustainability labels or sustainability information tools, specific rules should be introduced in Union consumer law. This would enable national competent bodies to address those practices effectively. By ensuring that environmental claims are fair, consumers will be able to choose products that are genuinely better for the environment than competing products. This will encourage competition towards more environmentally sustainable	(1) In order to tackle unfair commercial practices which that <u>deceive consumers and</u> prevent consumers <u>them</u> from making sustainable consumption choices, such as practices associated with the early obsolescence of goods, misleading <u>or false</u> environmental claims ("greenwashing"), non-transparent, <u>non-certified</u> and non-credible sustainability labels or sustainability information tools, specific rules should be introduced in Union consumer law. This would enable national competent bodies to address those practices effectively. By ensuring that environmental claims are <u>reliable, clear, understandable and</u> fair, consumers will be able to choose products that are genuinely better for the environment than	(1) In order to tackle unfair commercial practices which prevent consumers from making sustainable consumption choices, such as practices associated with the early obsolescence of goods, misleading environmental claims ("greenwashing"), misleading information about social aspects, non-transparent and non-credible sustainability labels or sustainability information tools, specific rules should be introduced in Union consumer law. This would enable national competent bodies to address those practices effectively. By Ensuring that environmental claims are fair, consumers will be able will enable consumers to choose products that are genuinely better for the environment than competing	

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	products, thus reducing negative impact on the environment.	competing products. This will encourage competition towards more environmentally sustainable products, thus reducing negative impact on the environment. <u><i>Companies also have a role to play in promoting a green transition and greater sustainability of the products they produce and sell on the internal market.</i></u>	products. This will encourage competition towards more environmentally sustainable products, thus reducing negative impact on the environment.	
Recital 2				
11	(2) Those new rules should be introduced both through amending Articles 6 and 7 of Directive 2005/29/EC of the European Parliament and of the Council ¹ relating to those commercial practices which are to be considered misleading, and therefore prohibited, on the basis of a case-by-case assessment, and through amending Annex I to Directive 2005/29/EC with the addition of specific misleading practices which are in all circumstances considered unfair, hence prohibited. ¹ . Directive 2005/29/EC of the European Parliament and of the Council of 11 May	(2) Those new rules should be introduced both through amending Articles 6 and 7 of Directive 2005/29/EC of the European Parliament and of the Council ¹ relating to those commercial practices which are to be considered misleading, and therefore prohibited, on the basis of a case-by-case assessment, and through amending Annex I to Directive 2005/29/EC with the addition of specific misleading practices which are in all circumstances considered unfair, hence prohibited. ¹ . Directive 2005/29/EC of the European Parliament and of the Council of 11 May	(2) Those new rules should be introduced both through amending Articles 6 and 7 of Directive 2005/29/EC of the European Parliament and of the Council ¹ relating to those commercial practices which are to be considered misleading, and therefore prohibited, on the basis of a case-by-case assessment, and through amending Annex I to Directive 2005/29/EC with the addition of specific misleading practices which are in all circumstances considered unfair, hence prohibited. It continues to be the case that a commercial practice which is not considered unfair according to the	

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	2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') (OJ L 149, 11.6.2005, p. 22).	2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') (OJ L 149, 11.6.2005, p. 22).	prohibitions in Annex I to Directive 2005/29/EC is not per se fair, but can still be considered unfair based on the provisions of Articles 5 to 9. 1. [1] Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') (OJ L 149, 11.6.2005, p. 22).	
Recital 3				
12	(3) In order to deter traders from deceiving consumers as regards the environmental or social impact, durability or reparability of their products, including through the overall presentation of the products, Article 6(1) of Directive 2005/29/EC should be amended by adding the environmental or social impact, durability and reparability of the product to the list of the main characteristics of the product in respect of which the trader's practices can be considered	(3) In order to deter traders from deceiving consumers as regards the environmental or social impact, durability or reparability of their products, including through the overall presentation of the products, Article 6(1) of Directive 2005/29/EC should be amended by adding the environmental or social impact, durability, <u>reusability</u> , <u>recyclability</u> and reparability of the product to the list of the main characteristics of the product in respect of which the trader's	(3) In order for consumers to take better-informed decisions and thus stimulate the demand for, and the supply of, more sustainable goods, the to-deter traders from deceiving consumers as regards the should not be misled about a product's environmental or social impact aspects , durability or reparability of their products, including through the overall presentation of the products, Article 6(1) of Directive 2005/29/EC should be therefore	

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	misleading, following a case-by-case assessment. Information provided by traders on the social sustainability of products, such as working conditions, charity contributions or animal welfare, should not mislead consumers either.	practices can be considered misleading, following a case-by-case assessment. Information provided by traders on the social sustainability of products, such as working conditions, charity contributions or animal welfare, should not mislead consumers either.	amended by adding the environmental or social impact aspects , durability and reparability of the product to the list of the main characteristics of the product in respect of which the trader's practices can be considered misleading, following a case-by-case assessment. Information provided by traders on the social sustainability of products aspects of a product throughout its value chain can relate for example to the quality and fairness of working conditions of the involved workforce, such as working conditions, charity contributions or animal welfare, should not mislead consumers either adequate wages, social protection, work environment safety and social dialogue; to the respect for human rights; and to equal treatment and opportunities for all, such as gender equality, inclusion and diversity. Another example is animal welfare.	
Recital 4				
13	(4) Environmental claims, in particular climate-related claims,	(4) Environmental claims, in particular climate-related claims,	(4) Environmental claims, in particular climate-related claims,	

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	<p>increasingly relate to future performance in the form of a transition to carbon or climate neutrality, or a similar objective, by a certain date. Through such claims, traders create the impression that consumers contribute to a low-carbon economy by purchasing their products. To ensure the fairness and credibility of such claims, Article 6(2) of Directive 2005/29/EC should be amended to prohibit such claims, following a case-by-case assessment, when they are not supported by clear, objective and verifiable commitments and targets given by the trader. Such claims should also be supported by an independent monitoring system to monitor the progress of the trader with regard to the commitments and targets.</p>	<p>increasingly relate to future performance in the form of a transition to carbon or climate neutrality, or a similar objective, by a certain date. Through such claims, traders create the impression that consumers contribute to a low-carbon economy by purchasing their products. To ensure the fairness and credibility of such claims, Article 6(2) of Directive 2005/29/EC should be amended to prohibit such claims, following a case-by-case assessment, when they are <u>based solely on carbon offsetting schemes or are</u> not supported by clear, objective, <u>quantified, science-based</u> and verifiable commitments and targets given by the trader, <u>including a detailed and realistic implementation plan to achieve this future environmental performance. That plan should include concrete targets consistent with achieving the trader's long-term commitment, underpinned by a sufficient budget and allocation of sufficient resources.</u> Such</p> <p>Claims should also be supported by an independent monitoring system to monitor the progress of the</p>	<p>increasingly relate to future performance in the form of a transition to carbon or climate neutrality, or a similar objective, by a certain date, for example through "carbon-offsetting" or compensation projects. Through such claims, traders create the impression that consumers contribute to a low-carbon economy by purchasing their products. To ensure the fairness and credibility of such claims, Article 6(2) of Directive 2005/29/EC should be amended to prohibit such claims, following a case-by-case assessment, when they are not supported by clear, objective, publicly accessible and verifiable commitments and targets given by the trader and are not based on a realistic implementation plan that shows how these commitments and targets will be achieved. Such claims should also be supported by an verified by a third party expert, who should be independent monitoring system from the trader, free from any conflicts of interest, with experience and competence in environmental aspects and who</p>	

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		trader with regard to <u>the implementation plan, the</u> <u>trader's</u> commitments and targets.	should be enabled to monitor the progress of the trader with regard to the commitments and targets. In order to ensure that also the progress towards the targets is publicly accessible and verifiable, traders will make the findings of the independent third party expert available to consumers.	
Recital 5				
14	(5) Another potentially misleading commercial practice which should be added to the specific practices targeted by Article 6(2) of Directive 2005/29/EC is advertising benefits for consumers that are actually a common practice in the relevant market. For example, if the absence of a chemical substance is a common practice in a specific product market, its promotion as a distinctive feature of the product could constitute an unfair commercial practice.	(5) Another potentially misleading commercial practice which should be added to the specific practices targeted by Article 6(2) of Directive 2005/29/EC is advertising benefits for consumers that are actually a common practice in the relevant market. For example, if the absence of a chemical substance is a common practice in a specific product market, its promotion as a distinctive feature of the product could constitute an unfair commercial practice.	(5) Another potentially misleading commercial practice which should be added to the specific practices targeted by Article 6(2) of Directive 2005/29/EC is advertising benefits for consumers that are actually a common practice in the relevant market. For example, if the absence of a chemical substance is a common practice in a specific product market, its promotion as a distinctive feature of the product could constitute an unfair commercial practice.	
Recital 6				
15	(6) Comparing products based on their environmental or social	(6) Comparing products based on their environmental or social	(6) Comparing products based on their environmental or social	

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	<p>aspects, including through the use of sustainability information tools, is an increasingly common marketing technique. In order to ensure that such comparisons do not mislead consumers, Article 7 of Directive 2005/29/EC should be amended to require that the consumer is provided with information about the method of the comparison, the products which are the object of comparison and the suppliers of those products, and the measures to keep information up to date. This should ensure that consumers make better informed transactional decisions when using such services. The comparison should be objective by, in particular, comparing products which serve the same function, using a common method and common assumptions, and comparing material and verifiable features of the products being compared.</p>	<p>aspects, including through the use of sustainability information tools, is an increasingly common marketing technique <u>that could be misleading to consumers, who are not always able to assess the reliability of that information</u>. In order to ensure that such comparisons do not mislead consumers, Article 7 of Directive 2005/29/EC should be amended to require that the consumer is provided with information about the method of the comparison, the products which are the object of comparison and the suppliers of those products, and the measures to keep information up to date. This should ensure that consumers make better informed transactional decisions when using such services. The comparison should be objective by, in particular, comparing products which serve the same function, using a common method and common assumptions, and comparing material and verifiable features of the products being compared.</p>	<p>aspects, including through the use of sustainability information tools durability, reparability, environmental or social aspects, is an increasingly common marketing technique. In order to ensure that such comparisons do not mislead consumers, Article 7 of Directive 2005/29/EC should be amended to require that the consumer is provided with information about the method of the comparison, the products which are the object of comparison and the suppliers of those products, and the measures to keep information up to date. This should ensure that consumers make better informed transactional decisions when using such services. The comparison should be objective by, in particular, comparing products which serve the same function, using a common method and common assumptions, and comparing material and verifiable features of the products being compared.</p>	
15a			(6a) Sustainability labels can set	

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			standards for different areas and thus address different aspects. A sustainability label means any voluntary trust mark, quality mark or equivalent, either private or public, which aims to set apart and promote a product, process, or business about environmental or social aspects	
Recital 7				
16	(7) The displaying of sustainability labels which are not based on a certification scheme or not established by public authorities should be prohibited by including such practices in the list in Annex I to Directive 2005/29/EC. The certification scheme should fulfil minimum transparency and credibility conditions. The displaying of sustainability labels remains possible without a certification scheme where such labels are established by a public authority, or in case of additional forms of expression and presentation of food in accordance with Article 35 of Regulation (EU) No 1169/2011. This rule complements point 4 of Annex I to Directive 2005/29/EC	(7) The displaying of sustainability labels which are not based on a certification scheme or not established by public authorities should be prohibited by including such practices in the list in Annex I to Directive 2005/29/EC. The certification scheme should fulfil minimum transparency and credibility conditions. The <u>monitoring of compliance of the certification scheme should be supported by methods that are proportionate and relevant to the nature of the products, processes and businesses that are subject to the scheme. It should be carried out by a third party whose competencies and independence, from both the scheme owner and</u>	(7) The displaying of sustainability labels which are not neither based on a certification scheme nor registered as an EU or a national certification mark in accordance with Regulation (EU) No 2017/1001 (European Union Trade Mark Regulation) or Directive (EU) 2015/2436 (Trade Mark Directive), nor or not established by public authorities should be prohibited by including such practices in the list in Annex I to Directive 2005/29/EC. The certification scheme should fulfil minimum transparency and credibility conditions. The monitoring of compliance for such schemes should be objective, based on international, Union or national	

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	<p>which prohibits claiming that a trader, the commercial practices of a trader, or a product has been approved, endorsed or authorised by a public or private body when it has not, or making such a claim without complying with the terms of the approval, endorsement or authorisation.</p>	<p><u><i>the trader, have been verified by the Member States. Furthermore, certification schemes should include a complaints system that is available to consumers and other external stakeholders, focuses on non-compliance and ensures the withdrawal of the sustainability label in cases of non-compliance. The</i></u> displaying of sustainability labels remains possible without a certification scheme where such labels are established by a public authority, or in case of additional forms of expression and presentation of food in accordance with Article 35 of Regulation (EU) No 1169/2011. This rule complements point 4 of Annex I to Directive 2005/29/EC which prohibits claiming that a trader, the commercial practices of a trader, or a product has been approved, endorsed or authorised by a public or private body when it has not, or making such a claim without complying with the terms of the approval, endorsement or authorisation. <u><i>Sustainability labels established by public authorities should be accessible at a reasonable cost to all businesses regardless of their size and</i></u></p>	<p>standards and procedures and carried out by a party independent from both the scheme owner and the trader. The independent third party should play an important role in ensuring compliance with the certification scheme and is expected to sufficiently fulfil requirements and to have sufficient procedures in place to ensure its own competence and independence. The displaying of sustainability labels remains possible without a certification scheme or without being registered as a certification mark where such labels are established by a public authority, or in case of additional forms of expression and presentation of food in accordance with Article 35 of Regulation (EU) No 1169/2011. Examples of sustainability labels that are established by public authorities are labels awarded when meeting the requirements of Regulation (EC) No 1221/2009 (EMAS) and Regulation (EC) No 66/2010 (EU Ecolabel). This rule complements point 4 of Annex I to Directive 2005/29/EC which prohibits claiming that a trader, the</p>	

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		<u>financial capability. Certification schemes and sustainability labels that foster the incremental uptake of sustainable practices by small and medium enterprises should be encouraged.</u>	commercial practices of a trader, or a product has been approved, endorsed or authorised by a public or private body when it has not, or making such a claim without complying with the terms of the approval, endorsement or authorisation.	
Recital 8				
17	(8) In cases where the displaying of a sustainability label involves a commercial communication that suggests or creates the impression that a product has a positive or no impact on the environment, or is less damaging to the environment than competing products, that sustainability label also should be considered as constituting an environmental claim.	(8) In cases where the displaying of a sustainability label involves a commercial communication that suggests or creates the impression that a product has a positive or no impact on the environment, or is less damaging to the environment than competing products, that sustainability label also should be considered as constituting an environmental claim.	(8) In cases where the displaying of a sustainability label involves a commercial communication that suggests or creates the impression that a product has a positive or no impact on the environment, or is less damaging to the environment than competing products, that sustainability label also should be considered as constituting an environmental claim.	
Recital 9				
18	(9) Annex I to Directive 2005/29/EC should also be amended to prohibit making generic environmental claims without recognised excellent environmental performance which is relevant to the claim. Examples	(9) Annex I to Directive 2005/29/EC should also be amended to prohibit making generic environmental claims without recognised <u>providing evidence of the</u> excellent environmental performance which	(9) Annex I to Directive 2005/29/EC should also be amended to prohibit making generic environmental claims without recognised excellent environmental performance which is relevant to the claim. Examples	

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	<p>of such generic environmental claims are ‘environmentally friendly’, ‘eco-friendly’, ‘eco’, ‘green’, ‘nature’s friend’, ‘ecological’, ‘environmentally correct’, ‘climate friendly’, ‘gentle on the environment’, ‘carbon friendly’, ‘carbon neutral’, ‘carbon positive’, ‘climate neutral’, ‘energy efficient’, ‘biodegradable’, ‘biobased’ or similar statements, as well as broader statements such as ‘conscious’ or ‘responsible’ that suggest or create the impression of excellent environmental performance. Such generic environmental claims should be prohibited whenever there is no excellent environmental performance demonstrated or whenever the specification of the claim is not provided in clear and prominent terms on the same medium, such as the same advertising spot, product’s packaging or online selling interface. For example, the claim ‘biodegradable’, referring to a product, would be a generic claim, whilst claiming that ‘the packaging is biodegradable through home composting in one month’ would be a specific claim, which does not</p>	<p>is relevant to the claim. Examples of such generic environmental claims are ‘environmentally friendly’, ‘eco-friendly’, ‘eco’, ‘green’, ‘nature’s friend’, <u>‘natural’, ‘animal-friendly’, ‘cruelty-free’, ‘sustainable’, ‘ecological’, ‘environmentally correct’, ‘climate friendly’, ‘gentle on the environment’, ‘deforestation-free’, ‘carbon friendly’, ‘carbonclimate neutral’, ‘carbon positive’, ‘climate neutral’, ‘energy efficient’, ‘biodegradableenergy efficient’, ‘biodegradable’, ‘plastic neutral’, ‘plastic-free’</u>, ‘biobased’ or similar statements, as well as broader statements such as ‘conscious’ or ‘responsible’ that suggest or create the impression of excellent environmental performance. Such generic environmental claims should be prohibited whenever <u>they are based on offsetting of environmental impacts, such as purchasing of carbon credits, or whenever</u> there is no excellent environmental performance demonstrated or <u>scientific evidence to it, or</u> whenever the specification of the claim is not provided in clear and prominent terms on the same</p>	<p>of such generic environmental claims are ‘environmentally friendly’, ‘eco-friendly’, ‘eco’, ‘green’, ‘nature’s friend’, ‘ecological’, ‘environmentally correct’, ‘climate friendly’, ‘gentle on the environment’, ‘carbon friendly’, ‘carbon neutral’, ‘carbon positive’, ‘climate neutral’, ‘energy efficient’, ‘biodegradable’, ‘biobased’ or similar statements, as well as broader statements such as ‘conscious’ or ‘responsible’ that suggest or create the impression of recognised excellent environmental performance. Such generic environmental claims should be prohibited whenever there is no excellent environmental performance demonstrated or. Whenever the specification of the environmental claim is not provided in clear and prominent terms on the same medium, such as the same advertising spot, product’s packaging or online selling interface, the environmental claim is not considered as a generic environmental claim. For example, the claim ‘biodegradable’, referring to a product ‘climate-friendly</p>	

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	fall under this prohibition.	<p>medium, such as the same advertising spot, product's packaging or online selling interface. For example, the claim 'biodegradable', referring to a product, would be a generic claim, whilst claiming that 'the packaging is biodegradable through home composting in one month' would be a specific claim, which does not fall under this prohibition. <u><i>In cases where it cannot be substantiated by scientific evidence, it is particularly important to prohibit claims suggesting, based on carbon offsetting, that a product or service has a neutral, reduced, compensated or positive carbon emissions' impact on the environment as it can mislead consumers by making them believe that the product they buy or the trader's business has no impact on the environment. This should not prevent companies from advertising their investments in environmental initiatives as long as such advertising does not claim that such investments or initiatives compensate, neutralise, or render positive the impact of the product or the impact of the trader's business on the</i></u></p>	<p>packaging', would be a generic claim, whilst claiming that 'the packaging is biodegradable through home composting in one month' 100% of energy used to produce this packaging comes from renewable sources' would be a specific claim, which does not fall under this prohibition. However, other provisions of Directive 2005/29/EC remain applicable to specific claims. A claim made in written form or orally combined with implicit claims such as colours or images could together constitute a generic environmental claim.</p>	

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		<u>environment.</u>		
Recital 10				
19	<p>(10) Excellent environmental performance can be demonstrated by compliance with Regulation (EC) No 66/2010 of the European Parliament and of the Council¹, or officially recognised ecolabelling schemes in the Member States, or compliance with top environmental performance for a specific environmental aspect in accordance with other applicable Union laws, such as a class A in accordance with Regulation (EU) 2017/1369 of the European Parliament and of the Council². The excellent environmental performance in question should be relevant to the claim. For example, a generic claim ‘energy efficient’ could be made based on excellent environmental performance in accordance with Regulation (EU) 2017/1369. By contrast, a generic claim ‘biodegradable’ could not be made based on excellent environmental performance in accordance with Regulation (EC) No 66/2010, insofar as there are no requirements for</p>	<p>(10) Excellent environmental performance can be demonstrated by compliance with Regulation (EC) No 66/2010 of the European Parliament and of the Council¹, or officially recognised ecolabelling schemes in the Member States, or compliance with top environmental performance for a specific environmental aspect in accordance with other applicable Union laws, such as a class A in accordance with Regulation (EU) 2017/1369 of the European Parliament and of the Council². The excellent environmental performance in question should be relevant to the claim. For example, a generic claim ‘energy efficient’ could be made based on excellent environmental performance in accordance with Regulation (EU) 2017/1369. By contrast, a generic claim ‘biodegradable’ could not be made based on excellent environmental performance in accordance with Regulation (EC) No 66/2010, insofar as there are no requirements for</p>	<p>(10) Recognised excellent environmental performance can be demonstrated by compliance based on compliance with Regulation (EC) No 1221/2009 of the European Parliament and the Council on the voluntary participation by organisations in a Community eco-management and audit scheme (EMAS) or with Regulation (EC) No 66/2010 of the European Parliament and of the Council¹, or officially recognised ecolabelling schemes in the Member States, or compliance with top environmental performance for a specific environmental aspect in accordance with other applicable Union laws, such as a class A in accordance with Regulation (EU) 2017/1369 of the European Parliament and of the Council². The excellent environmental performance in question should be relevant to the entire claim. For example, a generic environmental claim ‘energy efficient’ could be made based on recognised</p>	

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	<p>biodegradability in the specific EU Ecolabel criteria related to the product in question.</p> <p>1. Regulation (EC) No 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel (Text with EEA relevance) (OJ L 27, 30.1.2010, p. 1).</p> <p>2. Regulation (EU) 2017/1369 of the European Parliament and of the Council of 4 July 2017 setting a framework for energy labelling and repealing Directive 2010/30/EU (OJ L 198, 28.7.2017).</p>	<p>biodegradability in the specific EU Ecolabel criteria related to the product in question.</p> <p>1. Regulation (EC) No 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel (Text with EEA relevance) (OJ L 27, 30.1.2010, p. 1).</p> <p>2. Regulation (EU) 2017/1369 of the European Parliament and of the Council of 4 July 2017 setting a framework for energy labelling and repealing Directive 2010/30/EU (OJ L 198, 28.7.2017).</p>	<p>excellent environmental performance in accordance with Regulation (EU) 2017/1369. By contrast, a generic environmental claim ‘biodegradable’ could not be made based on recognised excellent environmental performance in accordance with Regulation (EC) No 66/2010, insofar as there are no requirements for biodegradability in the specific EU Ecolabel criteria related to the product in question. Similarly, a trader is expected not to make a generic claim such as ‘conscious’, ‘sustainable’ or ‘responsible’ exclusively based on recognised excellent environmental performance because such claim relates to other aspects in addition to the environmental aspect.</p> <p>1. [1] Regulation (EC) No 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel (Text with EEA relevance) (OJ L 27, 30.1.2010, p. 1).</p> <p>2. [2] Regulation (EU) 2017/1369 of the European Parliament and of the Council of 4 July 2017 setting a framework for energy labelling and repealing Directive 2010/30/EU (OJ L 198, 28.7.2017).</p>	

	Commission Proposal	EP Mandate	Council Mandate	
Recital 11				
20	(11) Another misleading commercial practice which should be prohibited in all circumstances and thus added to the list in Annex I to Directive 2005/29/EC is making an environmental claim about the entire product when it actually concerns only a certain aspect of the product. This would be the case for example when a product is marketed as ‘made with recycled material’ giving the impression that the entire product is made of recycled material, when in fact it is only the packaging that is made of recycled material.	(11) Another misleading commercial practice which should be prohibited in all circumstances and thus added to the list in Annex I to Directive 2005/29/EC is making an environmental claim about the entire product when it actually concerns only a certain aspect of the product. This would be the case for example when a product is marketed as ‘made with recycled material’ giving the impression that the entire product is made of recycled material, when in fact it is only the packaging that is made of recycled material.	(11) Another misleading commercial practice which should be prohibited in all circumstances and thus added to the list in Annex I to Directive 2005/29/EC is making an environmental claim about the entire product when it actually concerns only a certain aspect of the product. This would be the case for example when a product is marketed as ‘made with recycled material’ giving the impression that the entire product is made of recycled material, when in fact it is only the packaging that is made of recycled material.	
Recital 12				
21	(12) The Circular Economy Action Plan ¹ provides for the need to set the rules on environmental claims using Product and Organisation Environmental Footprint methods. Additional requirements on environmental claims will have to be set in specific Union legislation. Those new requirements will contribute to the Green Deal ² objective of	(12) The Circular Economy Action Plan ¹ provides for the need to set the rules on environmental claims using Product and Organisation Environmental Footprint methods. Additional requirements on environmental claims will have to be set in specific Union legislation. Those new requirements will contribute to the Green Deal ² objective of	(12) The Circular Economy Action Plan¹ provides for the need to set the rules on environmental claims using Product and Organisation Environmental Footprint methods. Additional requirements on environmental claims will have to be set in specific Union legislation. Those new requirements will contribute to the Green Deal ² objective of	

	Commission Proposal	EP Mandate	Council Mandate	
	<p>enabling buyers to make more sustainable decisions and reduce the risk of greenwashing through reliable, comparable and verifiable information.</p> <p>1. COM(2020)98 final, 11 March 2020. 2. COM(2019)640 final, 11 December 2019.</p>	<p>enabling buyers to make more sustainable decisions and reduce the risk of greenwashing through reliable, comparable and verifiable information.</p> <p>1. COM(2020)98 final, 11 March 2020. 2. COM(2019)640 final, 11 December 2019.</p>	<p>enabling buyers to make more sustainable decisions and reduce the risk of greenwashing through reliable, comparable and verifiable information.</p> <p>1. COM(2020)98 final, 11 March 2020. 2. [2] COM(2019)640 final, 11 December 2019.</p>	
Recital 13				
22	<p>(13) Presenting requirements imposed by law on all products within the relevant product category on the Union market, including imported products, as a distinctive feature of the trader's offer, should also be prohibited in all circumstances and added to the list in Annex I to Directive 2005/29/EC. This prohibition could apply, for example, when a trader is advertising that a given product does not include a specific chemical substance while that substance is already forbidden by law for all products within that product category in the Union. Conversely, the prohibition should not cover commercial practices promoting traders' or products' compliance with legal</p>	<p>(13) Presenting requirements imposed by law on all products within the relevant product category on the Union market, including imported products, as a distinctive feature of the trader's offer, should also be prohibited in all circumstances and added to the list in Annex I to Directive 2005/29/EC. This prohibition could apply, for example, when a trader is advertising that a given product does not include a specific chemical substance while that substance is already forbidden by law for all products within that product category in the Union. Conversely, the prohibition should not cover commercial practices promoting traders' or products' compliance with legal</p>	<p>(13) Presenting requirements imposed by law on all products within the relevant product category on the Union market, including imported products, as a distinctive feature of the trader's offer, should also be prohibited in all circumstances and thus added to the list in Annex I to Directive 2005/29/EC. This prohibition could apply, for example, when a trader is advertising that a given product does not include a specific chemical substance while that substance is already forbidden by law for all products within that product category in the Union. Conversely, the prohibition should not cover commercial practices promoting traders' or products' compliance with legal</p>	

	Commission Proposal	EP Mandate	Council Mandate	
	requirements that only apply to some products but not to other competing products of the same category on the Union market, such as products of non-EU origin.	requirements that only apply to some products but not to other competing products of the same category on the Union market, such as products of non-EU origin.	requirements that only apply to some products but not to other competing products of the same category on the Union market, such as products of non-EU origin. It could be the case that certain products on the market are required to comply with certain legal requirements while other products in the same product category do not. For example, fish products produced using EU-mandated sustainable fishing methods will typically be allowed to advertise compliance with EU legal requirements, where fish products offered on the EU market and of third country origin need not to comply with them.	
Recital 14				
23	(14) In order to improve the welfare of consumers, the amendments to Annex I to Directive 2005/29/EC should also address several practices associated with early obsolescence, including planned obsolescence practices, understood as a commercial policy involving deliberately planning or designing a product with a limited	(14) In order to improve the welfare of consumers, the amendments to Annex I to Directive 2005/29/EC should also address several practices associated with early obsolescence, including planned obsolescence practices, understood as a commercial policy involving deliberately planning or designing a product with a limited	(14) In order to improve the welfare of consumers, the amendments to Annex I to Directive 2005/29/EC should also address several practices associated with early obsolescence, including planned early obsolescence practices, understood as a commercial policy involving deliberately planning or designing	

	Commission Proposal	EP Mandate	Council Mandate	
	<p>useful life so that it prematurely becomes obsolete or non-functional after a certain period of time. Purchasing products that are expected to last longer than they actually do causes consumer detriment. Furthermore, early obsolescence practices have an overall negative impact on the environment in the form of increased material waste. Therefore, addressing those practices are also likely to reduce the amount of waste, contributing to a more sustainable consumption.</p>	<p>useful life so that it prematurely becomes obsolete or non-functional after a certain period of time. <u>Engaging in practices that lead to the shortening of a product's lifespan or</u> purchasing products that are expected to last longer than they actually do causes consumer detriment. Furthermore, early obsolescence practices have an overall negative impact on the environment in the form of increased material waste. Therefore, addressing those practices, are also likely to reduce the amount of waste, contributing to a more sustainable consumption.</p>	<p>a product with a limited useful life so that it prematurely becomes obsolete or non-functional after a certain period of time or after a predetermined intensity of use. Purchasing products that are expected to last longer than they actually do causes consumer detriment. Furthermore, planned early obsolescence practices have an overall negative impact on the environment in the form of increased waste and use of energy and materials—material waste. Therefore, addressing information related to early obsolescence those practices are is also likely to reduce the amount of waste, contributing to a more sustainable consumption.</p>	
Recital 15				
24	<p>(15) It should be prohibited to omit to inform the consumer that a software update, including a security update, will negatively impact the use of goods with digital elements or certain features of those goods, even if the update improves the functioning of other features. For example, when inviting consumers to update the</p>	<p>(15) It should be prohibited to omit to inform the consumer that a software update, including a security update, will negatively impact the use of goods with digital elements or certain features of those goods, even if the update improves the functioning of other features. For example, when inviting consumers to update the</p>	<p>(15) It should be prohibited under Annex I to Directive 2005/29/EC to omit to inform the consumer that a software update, including a security update, will negatively impact the use functioning of goods with digital elements or certain features of those goods, even if the update improves the functioning of other features</p>	

	Commission Proposal	EP Mandate	Council Mandate	
	operating system on their smartphone, the trader will have to inform the consumer if such an update will negatively impact the functioning of any of the features of the smartphone.	operating system on their smartphone, the trader will have to inform the consumer if such an update will negatively impact the functioning of any of the features of the smartphone.	digital content or digital services when the trader can be reasonably expected to know about such negative impact. For example, when inviting consumers to update the operating system on their smartphone, the trader will have to should inform the consumer if such an update will negatively impact the functioning of any of the features of the smartphone, for example the battery, certain applications performances or a complete smartphone slowdown. This prohibition should only apply to the trader that is providing the software update to the consumer. It applies to any update, including security updates. This provision is without prejudice to Article 19 of Directive 2019/770.	
Recital 16				
25	(16) It should also be prohibited to omit to inform the consumer about the existence of a feature of the good introduced to limit its durability. For example, such a feature could be software which stops or downgrades the functionality of the good after a	(16) It should also be prohibited to omit to inform the consumer about the existence of introduce a feature of the good introduced to limit that limits its durability. For example, such a feature could be software which stops or downgrades the functionality of the good after a	(16) It should also be prohibited to omit to inform the consumer about the existence of a feature of the good introduced to limit its durability Commercial communications for a good containing a feature introduced to limit its durability is a	

	Commission Proposal	EP Mandate	Council Mandate	
	<p>particular period of time, or it could be a piece of hardware which is designed to fail after a particular period of time. The prohibition of omitting to inform consumers of such features of the goods complements and does not affect the remedies available to consumers when they constitute a lack of conformity under Directive (EU) 2019/771 of the European Parliament and of the Council¹. For such a commercial practice to be considered unfair, it should not be necessary to demonstrate that the purpose of the feature is to stimulate the replacement of the respective good. The use of features limiting the durability of the goods should be distinguished from manufacturing practices using materials or processes of general low quality resulting in limited durability of the goods. Lack of conformity of a good resulting from the use of low quality materials or processes should continue to be governed by the rules on the conformity of goods set out in Directive (EU) 2019/771.</p> <p><small>1. Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning</small></p>	<p>particular period of time, or it could be a piece of hardware which is designed to fail after a particular period of time. The prohibition of omitting to inform consumers of <u>introduce</u> such features of the goods complements and does not affect the remedies available to consumers when they constitute a lack of conformity under Directive (EU) 2019/771 of the European Parliament and of the Council¹. For such a commercial practice to be considered unfair, it should not be necessary to demonstrate that the purpose of the feature is to stimulate the replacement of the respective good. The use of features limiting the durability of the goods should be distinguished from manufacturing practices using materials or processes of general low quality resulting in limited durability of the goods. Lack of conformity of a good resulting from the use of low quality materials or processes should continue to be governed by the rules on the conformity of goods set out in Directive (EU) 2019/771.</p> <p><small>1. Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning</small></p>	<p>commercial practice detrimental to consumers and the environment as they encourage the sale of such goods. Such commercial communications should therefore be prohibited when the trader can be reasonably expected to know that the good contains such feature. For example, such a feature could be software which stops or downgrades the functionality of the good after a particular period of time, or it could be a piece of hardware which is designed to fail after a particular period of time. In the context of this provision, commercial communications include communications designed to promote, directly or indirectly, the goods. Moreover, in the context of this provision the manufacturing and the selling of the good do not in themselves constitute a commercial communication. The primary target group of this prohibition are traders who are the producers The prohibition of omitting to inform consumers of such features of the goods as they determine the durability of the goods. Traders who are not the</p>	

	Commission Proposal	EP Mandate	Council Mandate	
	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).	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).	<p>producers of the goods can be targeted by this provision when they can be reasonably expected to know about such feature introduced to limit the durability, for example when they are informed via a statement from a competent national authority in reaction to a large number of consumers' complaints. The prohibition</p> <p>complements and does not affect the remedies available to consumers when they constitute a lack of conformity under Directive (EU) 2019/771 of the European Parliament and of the Council¹. For such a commercial practice to be considered unfair, it should not be necessary to demonstrate that the purpose of the feature is to stimulate the replacement of the respective good. The use of features limiting the durability of the goods should be distinguished from manufacturing practices using materials or processes of general low quality resulting in limited durability of the goods. Lack of conformity of a good resulting from the use of low quality materials or processes should continue to be governed by the</p>	

	Commission Proposal	EP Mandate	Council Mandate	
			<p>rules on the conformity of goods set out in Directive (EU) 2019/771.</p> <p>1. [1] Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).</p>	
Recital 17				
26	<p>(17) Another practice which should be prohibited under Annex I to Directive 2005/29/EC is the practice of claiming that a good has a certain durability when it does not. That would be the case, for instance, when a trader informs consumers that a washing machine is expected to last a certain number of washing cycles, while the actual use of washing machine shows this is not the case.</p>	<p>(17) Another practice which should be prohibited under Annex I to Directive 2005/29/EC is the practice of claiming that a good has a certain durability when it does not. That would be the case, for instance, when a trader informs consumers that a washing machine is expected to last a certain number of washing cycles; <u>in accordance with normal expected use in accordance with the instructions</u> while the actual use of washing machine shows this is not the case.</p>	<p>(17) Another practice which should be prohibited under Annex I to Directive 2005/29/EC is the practice of claiming that a good has a certain durability in terms of usage time or intensity under normal conditions of use when the trader can be reasonably expected to know that when it does not have this durability. That would be the case, for instance, when a trader informs consumers that a washing machine is expected to last a certain number of washing cycles if used in accordance with specific conditions provided in the instructions, while the actual use of the washing machine under the prescribed conditions shows this is not the case. Such claims are largely done by the</p>	

	Commission Proposal	EP Mandate	Council Mandate	
			producers, therefore, traders that are producers are the primary target group of this provision, as they determine themselves the durability of the goods. Traders who are not the producers of the goods can be targeted by this provision when they can be reasonably expected to know that the good does not have such durability, for example when they are informed via a statement from a competent authority in reaction to a large number of consumers' complaints.	
Recital 18				
27	(18) Similarly, Annex I to Directive 2005/29/EC should also be amended to prohibit presenting products as allowing repair when such repair is not possible, as well as omitting to inform consumers that it is not possible to repair goods in accordance with legal requirements.	(18) Similarly, Annex I to Directive 2005/29/EC should also be amended to prohibit presenting products as allowing repair when such <u>marketing a good which does not allow</u> repair is not possible, as well as omitting <u>in accordance with legal requirements or failing</u> to inform consumers that it is not possible to <u>the consumer that a good is unrepairable. In addition, Annex I to Directive 2005/29/EC should also be amended to ensure that the consumer is always</u>	(18) Similarly, Annex I to Directive 2005/29/EC should also be amended to prohibit presenting products as allowing repair when such repair is not possible, as well as omitting to inform consumers that it is not possible to repair goods in accordance with legal requirements.	

	Commission Proposal	EP Mandate	Council Mandate	
		<u><i>informed of repair goods in accordance with legal requirements</i></u> <u><i>restrictions such as the unavailability of repair services, the unavailability of spare parts or the refusal to repair in the event that the product has been repaired by an independent professional, a non-professional or a user.</i></u>		
Recital 19				
28	(19) The prohibition of those practices in relation to durability and reparability in Directive 2005/29/EC would provide the consumer protection authorities of Member States with an additional enforcement tool for better protection of consumers' interests in the cases where traders fail to comply with requirements on the durability and reparability of goods under Union product legislation.	(19) The prohibition of those practices in relation to durability and reparability in Directive 2005/29/EC would provide the consumer protection authorities of Member States with an additional enforcement tool for better protection of consumers' interests in the cases where traders fail to comply with requirements on the durability and reparability of goods under Union product legislation.	(19) The prohibition of those practices in relation to durability and reparability in Directive 2005/29/EC would provide the consumer protection authorities of Member States with an additional enforcement tool for better protection of consumers' interests in the cases where traders fail to comply with requirements on the durability and reparability of goods under Union product legislation.	
Recital 20				
29	(20) Another practice associated with early obsolescence which should be prohibited and added to the list in Annex I to Directive	(20) Another practice associated with early obsolescence which should be prohibited and added to the list in Annex I to Directive	(20) Another practice associated with planned early obsolescence which should be prohibited and added to the list in Annex I to	

	Commission Proposal	EP Mandate	Council Mandate	
	2005/29/EC is inducing the consumer into replacing the consumables of a product earlier than would otherwise be necessary for technical reasons. Such practices mislead the consumer into believing that the goods will no longer function unless their consumables are replaced, thus leading them to purchase more consumables than necessary. For example, the practice of urging the consumer, via the settings of the printer, to replace the printer ink cartridges before they are actually empty in order to stimulate the purchase of additional ink cartridges would be prohibited.	2005/29/EC is inducing the consumer into <u>marketing goods that require</u> replacing the consumables of a product earlier than would otherwise be necessary for technical reasons. Such practices mislead the consumer into believing that the goods will no longer function unless their consumables are replaced, thus leading them <u>consumers</u> to purchase more consumables than necessary. For example, the practice of urging the consumer, via the settings of the printer, <u>marketing a printer that requires consumers</u> to replace the printer ink cartridges before they are actually empty in order to stimulate the purchase of additional ink cartridges would be prohibited.	Directive 2005/29/EC is inducing the consumer into replacing the consumables of a product earlier than would otherwise be necessary for technical reasons. Such practices mislead the consumer into believing that the goods will no longer function unless their consumables are replaced, thus leading them to purchase more consumables than necessary. For example, the practice of urging the consumer, via the settings of the printer, to replace the printer ink cartridges before they are actually empty in order to stimulate the purchase of additional ink cartridges would be prohibited.	
Recital 21				
30	(21) Annex I to Directive 2005/29/EC should also be amended to prohibit omitting to inform the consumer that the good is designed to limit its functionality when using consumables, spare parts or accessories that are not provided by the original producer. For example, the marketing of	(21) Annex I to Directive 2005/29/EC should also be amended to prohibit omitting to inform the consumer that the good is designed to limit its <u>marketing goods that are designed in a way that limits their</u> functionality when using consumables, spare parts or accessories that are not provided	(21) Annex I to Directive 2005/29/EC should also be amended to prohibit omitting to inform the consumer that the good is designed to limit its functionality when using consumables, spare parts or accessories that are not provided by the original producer when the trader can be	

	Commission Proposal	EP Mandate	Council Mandate	
	<p>printers that are designed to limit their functionality when using ink cartridges not provided by the original producer of the printer without disclosing this information to the consumer would be prohibited. This practice could mislead consumers into purchasing an alternative ink cartridge which cannot be used for that printer, thus leading to unnecessary repair costs, waste streams or additional costs due to the obligation to use the original producer's consumables which the consumer could not foresee at the time of purchase. Similarly, marketing smart devices designed to limit their functionality when using chargers or spare parts that are not provided by the original producer without disclosing this information to the consumer would be prohibited as well.</p>	<p>by the original producer. For example, the marketing of printers that are designed to limit their functionality when using ink cartridges not provided by the original producer of the printer without disclosing this information to the consumer would be prohibited. This practice could mislead consumers into purchasing an alternative ink cartridge which cannot be used for that printer, thus leading to unnecessary repair costs, waste streams or additional costs due to the obligation to use the original producer's consumables which the consumer could not foresee at the time of purchase. Similarly, marketing smart devices designed to limit their functionality when using chargers or spare parts that are not provided by the original producer without disclosing this information to the consumer would be prohibited as well.</p>	<p>reasonably expected to know about such design limitations. For example, the marketing of printers that are designed to limit their functionality when using ink cartridges not provided by the original producer of the printer without disclosing this information to the consumer would be prohibited. This practice could mislead consumers into purchasing an alternative ink cartridge which cannot be used for that printer, thus leading to unnecessary repair costs, waste streams or additional costs for the consumer due to the obligation to use the original producer's consumables which the consumer could not foresee at the time of purchase. Similarly, marketing smart devices designed to limit their functionality when using chargers or spare parts that are not provided by the original producer without disclosing this information to the consumer would be prohibited as well. The primary target group of this prohibition are traders that are the original producer of the good in question. Traders who are not the producers of the goods can be targeted by this provision when</p>	

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			they can be reasonably expected to know that the good has such limited functionality, for example when they are informed via a statement from a competent national authority in reaction to a large number of consumers' complaints.	
Recital 22				
31	(22) In order for consumers to take better informed decisions and stimulate the demand for, and the supply of, more durable goods, specific information about a product's durability and reparability should be provided for all types of goods before concluding the contract. Moreover, as regards goods with digital elements, digital content and digital services, consumers should be informed about the period of time during which free software updates are available. Therefore, Directive 2011/83/EU of the European Parliament and of the Council ¹ should be amended to provide consumers with pre-contractual information about durability, reparability and the availability of updates. Information	(22) <u>(22)</u> In order for consumers to take better informed decisions and stimulate the demand for, and the supply of, more durable goods, specific information about a product's durability and reparability should be provided for all types of goods before concluding the contract. Moreover, as regards goods with digital elements, digital content and digital services, consumers should be informed about the period of time during which free software updates are available <u>in accordance with requirements under Union or national law, which covers as a minimum, the period as specified in Union law and its voluntary extension, where the producer makes such information available</u> . Therefore,	(22) In order for consumers to take better informed decisions and stimulate the demand for, and the supply of, more durable goods, specific information about a product's durability and reparability should be provided for all types of goods before concluding the contract. Moreover, as regards goods with digital elements, digital content and digital services, consumers should be informed about the period of time during which free software updates are available. Therefore, Directive 2011/83/EU of the European Parliament and of the Council ¹ should be amended to provide consumers with pre-contractual information about durability, reparability and the availability of updates. Information	

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	<p>should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882². The obligation to provide this information to consumers complements and does not affect the rights of consumers provided in Directives (EU) 2019/770³ and (EU) 2019/771⁴ of the European Parliament and of the Council.</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 (OJ L 304, 22.11.2011, p. 64).</p> <p>2. 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> <p>3. Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services (OJ L 136, 22.5.2019, p. 1).</p> <p>4. 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</p>	<p>Directive 2011/83/EU of the European Parliament and of the Council¹ should be amended to provide consumers with pre-contractual information about durability, reparability and the availability of updates. Information should be provided to consumers, <u>including in an official language or in official languages of the Member State where the good is offered</u>, in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882². The obligation to provide this information to consumers complements and does not affect the rights of consumers provided in Directives (EU) 2019/770³, <u>(EU) 2019/771⁴ and (EU) 2011/83-and (EU) 2019/771⁴</u> of the European Parliament and of the Council.</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 (OJ L 304, 22.11.2011, p. 64).</p> <p>2. Directive 2019/882/EU of the European Parliament and of the Council of 17 April</p>	<p>should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882². The obligation to provide this information to consumers complements and does not affect the rights of consumers provided in Directives (EU) 2019/770³ and (EU) 2019/771⁴ of the European Parliament and of the Council.</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 (OJ L 304, 22.11.2011, p. 64).</p> <p>2. 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> <p>3. Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services (OJ L 136, 22.5.2019, p. 1).</p> <p>4. 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</p>	

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	Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).	2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70). 3. Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services (OJ L 136, 22.5.2019, p. 1). 4. 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).	Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).	
Recital 23				
32	(23) A good indicator of a good's durability is the producer's commercial guarantee of durability within the meaning of Article 17 of Directive (EU) 2019/771. Therefore, Directive 2011/83/EU should be amended to specifically require traders selling goods to inform consumers about the existence of the producer's commercial guarantee of durability for all types of goods, where the producer makes this information available.	(23) A good indicator of a good's durability is the <u>duration of the legal guarantee of conformity, as well as its voluntary extension in the form of the equivalent</u> producer's commercial guarantee of durability within the meaning of Article 17 of Directive (EU) 2019/771, <u>covering the entire good and provided without an additional cost</u> . Therefore, Directive 2011/83/EU should be amended to specifically require traders <u>selling goods to inform consumers about the existence to provide, before the conclusion of</u>	(23) A good indicator of a good's durability is the producer's commercial guarantee of durability within the meaning of Article 17 of Directive (EU) 2019/771. Therefore, Directive 2011/83/EU The producer's commercial guarantee of durability is not a new type of guarantee. Such guarantee is a commitment from a producer to the consumer on the durability of the good, more specifically it is a commitment that the good will maintain its required functions and performance through normal	

	Commission Proposal	EP Mandate	Council Mandate	
		<p><u>the contract, a label indicating, as a minimum, a reminder</u> of the producer's commercial <u>legal</u> guarantee of durability for all types of goods, where the producer makes this information available <u>conformity, and if relevant, its voluntary extension in the form of a commercial guarantee of durability.</u></p>	<p>use. If the good will not keep its durability, the producer is directly liable to the consumer to offer free replacement or repair of the good. Consumers should benefit from clarity and better information on the durability of goods via a Union Harmonised Graphic Format. The producer's commercial guarantee of durability should be amended to specifically require beneficial to consumers and the environment when offered without additional costs since this promotes longer durability of goods. Traders selling goods should be specifically required to inform consumers about the existence and duration of the producer's commercial guarantee of durability for all types of goods offered without additional costs, where the producer makes this information available to the trader. The trader should not be required to actively search for such information from the producer, for example, on the product-specific websites.</p>	
32a				

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		<u>(23a) When the goods are made available to consumers and other end-users, the label should be displayed prominently and in a clearly legible way.</u>	(23a) In order to ensure uniform conditions for the implementation of this Directive, implementing powers should be conferred on the Commission as regards the establishing of the Union Harmonised Graphic Format and the technical specifications for the layout and content. Those implementing powers should be exercised in accordance with Regulation (EU) No 182/2011 of the European Parliament and of the Council ¹ . 1. Regulation (EU) No 182/2011 of the European Parliament and of the Council of 16 February 2011 laying down the rules and general principles concerning mechanisms for control by Member States of the Commission's exercise of implementing powers (OJ L 55, 28.2.2011, p. 13).	
Recital 24				
33	(24) The problem of limited durability contrary to consumer expectations is most relevant for energy-using goods, which are goods that function from an external energy source. Consumers are also most interested in receiving information about the	(24) The problem of limited durability contrary to consumer expectations is most relevant for energy-using goods, which are goods that function from an external energy source. Consumers are also most interested in receiving information about the	(24) The problem of limited durability contrary to consumer expectations is most relevant for energy-using goods, which are goods that function from an external energy source. Consumers are also most interested in receiving information about the	

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	expected durability of this category of goods. For these reasons, only for this category of goods, consumers should be made aware that the information about the existence of a producer's commercial guarantee of durability of more than two years has not been provided by the producer.	expected durability of this category of goods. For these reasons, only for this category of goods, consumers should be made aware that the information about the existence of a producer's commercial guarantee of durability of more than two years has not been provided by the producer. <u>deleted</u>	expected durability of this category of goods. For these reasons, only for this category of goods, consumers should be made aware that the information about the existence of a producer's commercial guarantee of durability of more than two years has not been provided by the producer. deleted	
Recital 25				
34	(25) Goods containing energy-using components, where those components are mere accessories and do not contribute to the main function of those goods, such as decorative lighting for clothing or footwear or electric light for a bicycle, should not be classified as energy-using goods.	(25) Goods containing energy-using components, where those components are mere accessories and do not contribute to the main function of those goods, such as decorative lighting for clothing or footwear or electric light for a bicycle, should not be classified as energy-using goods. <u>deleted</u>	(25) Goods containing energy-using components, where those components are mere accessories and do not contribute to the main function of those goods, such as decorative lighting for clothing or footwear or electric light for a bicycle, should not be classified as energy-using goods. deleted	
Recital 26				
35	(26) In view of the established minimum duration of two years of the seller's liability for lack of conformity in accordance with Directive (EU) 2019/771 and the fact that many product failures occur after two years, the trader's	(26) In view of the established minimum duration of two years of the seller's liability for lack of conformity in accordance with Directive (EU) 2019/771 and the fact that many product failures occur after two years, the trader's	(26) In view of the established minimum duration of two years of the seller's liability for lack of legal guarantee of conformity in accordance with Directive (EU) 2019/771 and the fact that many product failures occur after two	

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	obligation to inform consumers about the existence and duration of the producer's commercial guarantee of durability should apply to guarantees that are of more than two years.	obligation to inform consumers about the existence and duration of the producer's commercial guarantee of durability should apply to guarantees that are of more than two years. <u>deleted</u>	years this duration , the trader's obligation to inform consumers about the existence and duration of the producer's commercial guarantee of durability via the Union Harmonised Graphic Format should only apply to guarantees that are of more than beyond the minimum duration of two years of the legal guarantee of conformity set out in Directive (EU) 2019/771.	
Recital 27				
36	(27) In order to make it easier for consumers to take an informed transactional decision when comparing goods before concluding a contract, traders should inform consumers about the existence and duration, of the producer's commercial guarantee of durability for the entire good and not for specific components of the good.	(27) In order to make it easier for consumers to take an informed transactional decision when comparing goods before concluding a contract, traders should inform consumers about the existence and duration, of the producer's commercial guarantee of durability for the entire good and not for specific components of the good. <u>deleted</u>	(27) In order to make it easier for consumers to take an informed transactional decision when comparing goods before concluding a contract, traders should inform consumers about the existence and duration, of the producer's commercial guarantee of durability for the entire good and not for specific components of the good.	
Recital 28				
37	(28) The producer and the seller should remain free to offer other types of commercial guarantees	(28) The producer and the seller should remain free to offer other types of commercial guarantees	(28) The producer and the seller should remain free to offer other types of commercial guarantees	

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	and after-sales services of any duration. However, the information provided to the consumer about such other commercial guarantees or services should not confuse the consumer with regard to the existence and duration of the producer's commercial guarantee of durability that covers the entire good and has a duration of more than two years.	and after-sales services of any duration. However, the information provided to the consumer about such other commercial guarantees or services should not confuse the consumer with regard to the existence and duration of the producer's commercial guarantee of durability that covers the entire good and has a duration of more than two years.	and after-sales services of any duration. However, the information provided to the consumer about such other commercial guarantees or services should not confuse the consumer with regard to the existence and duration— of the producer's commercial guarantee of durability that covers the entire good and , has a duration of more than two years, and is offered without additional costs.	
Recital 29				
38	(29) To promote competition between producers as regards the durability of goods with digital elements the traders selling those goods should inform consumers about the minimum period of time during which the producer commits to provide software updates for such goods. However, to avoid overloading consumers with information, such information should only be provided when this period is longer than the period of the producer's commercial guarantee of durability, as that guarantee entails the provision of updates, including security updates, that are necessary to	(29) To promote competition between producers as regards the durability of goods with digital elements the traders selling those goods should inform consumers about the minimum period of time during which the producer commits to <u>will</u> provide software updates for such goods. However, to avoid overloading consumers with information, such information should only be provided when this period is longer than <u>including, as a minimum,</u> the period of the producer's commercial guarantee of durability, as that guarantee entails the provision of updates, including security updates, that are	(29) In order for consumers to take better-informed decisions and to promote competition between producers as regards the durability of goods with digital elements, the traders selling those goods should inform consumers about the minimum period of time during which the producer commits to provide software updates for such goods. However, to avoid overloading consumers with information, such information Likewise, traders offering digital content and digital services should only be provided when this inform consumers about the minimum period is longer than the	

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	<p>maintain the required functions and performance of goods with digital elements. Furthermore, information about the producer's commitment to provide software updates is relevant only where the sales contract regarding goods with digital elements provides for a single act of supply of the digital content or digital service in respect of which Article 7(3), point (a), of Directive (EU) 2019/771 applies. In contrast, there should be no new obligation to provide that information where the sales contract provides for a continuous supply of the digital content or digital service over a period of time, since for those contracts Article 7(3), point (b), of Directive (EU) 2019/771 specifies, by reference to Article 10 (2) or (5), the period of time during which the seller is to ensure that the consumer is informed of and supplied with updates.</p>	<p>necessary to maintain the required functions and performance of goods with digital elements. Furthermore, information about <u>provided for in Union law and its voluntary extension where</u> the producer's commitment to provide software updates is relevant only where the sales contract regarding goods with digital elements provides for a single act of supply of the digital content or digital service in respect of which Article 7(3), point (a), of Directive (EU) 2019/771 applies. In contrast, there should be no new obligation to provide that information where the sales contract provides for a continuous supply of the digital content or digital service over a <u>makes such information available; information should only be provided when this</u> period of time, since for those contracts Article 7(3), point (b), of Directive (EU) 2019/771 specifies, by reference to Article 10 (2) or (5), is longer than the period of time during which the seller is to ensure that the consumer is informed of and supplied with updates <u>the producer's commercial guarantee.</u></p>	<p>period during which the provider of the producer's commercial guarantee of durability, as that guarantee entails the provision of digital content or digital service commits to provide software updates, including security updates, that are necessary to maintain the required functions and performance of goods with digital elements. Furthermore, information about the producer's commitment to keep the digital content and digital services in conformity. This will provide software updates is relevant only where the sales contract regarding goods with digital elements provides for a single act of supply of the digital content or digital service in respect of which Article 7(3), point (a), of Directive a simple and clear way for consumers to receive and compare information about such minimum periods. It is without prejudice to the legal obligations in Directives (EU) 2019/770 and (EU) 2019/771 applies. In contrast, there. The trader should be no new obligation obliged to provide that this information where the sales contract provides for a continuous supply of the digital</p>	

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			content or digital service over a period of time, since for those contracts Article 7(3), point (b), of Directive (EU) 2019/771 specifies, by reference to Article 10 (2) or (5), the period of time during which the seller is to ensure that the consumer is informed of and supplied with updates only where the producer or provider has made such information available.	
Recital 30				
39	(30) Likewise, traders offering digital content and digital services should also inform consumers about the minimum period during which the provider of the digital content or digital service, where the provider is different from the trader, commits to provide software updates, including security updates, necessary to keep the digital content and digital services in conformity. Information about the provider's commitment to provide software updates is relevant only where the contract provides for a single act of supply or a series of individual acts of supply in respect of which Article 8(2), point (b), of Directive	(30) Likewise, traders offering digital content and digital services should also inform consumers about the minimum period, <u>after the date of placement on the market</u> , during which the provider of the digital content or digital service, where the provider is different from the trader, commits <u>to will</u> provide software updates, including security updates, necessary to keep the digital content and digital services in conformity. Information about the provider's commitment to provide software updates is relevant only where the contract provides for a single act of supply or a series of individual acts of supply in respect	(30) Likewise, traders offering digital content and digital services should also inform consumers about the minimum period during which the provider of the digital content or digital service, where the provider is different from the trader, commits to provide software updates, including security updates, necessary to keep the digital content and digital services in conformity. Information about the provider's commitment to provide software updates is relevant only where the contract provides for a single act of supply or a series of individual acts of supply in respect of which Article 8(2), point (b), of Directive	

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	2019/770 applies. In contrast, there should be no new obligation to provide that information where the contract provides for a continuous supply over a period of time, since for these contracts Article 8(2), point (a) of Directive (EU) 2019/770 specifies the period of time during which the trader is to ensure that the consumer is informed of and supplied with updates.	of which Article 8(2), point (b), of Directive 2019/770 applies. In contrast, there should be no new obligation to <u>This information should include, as a minimum, the period for which the updates have to be provided for in Union law.</u> <u>The provider will</u> provide that this information where the contract provides for a continuous supply over a period of time, since for these contracts Article 8(2), point (a) of Directive (EU) 2019/770 specifies the period of time during which <u>to</u> the trader is to ensure that the consumer is informed of and supplied with updates <u>in all cases</u> .	2019/770 applies. In contrast, there should be no new obligation to provide that information where the contract provides for a continuous supply over a period of time, since for these contracts Article 8(2), point (a) of Directive (EU) 2019/770 specifies the period of time during which the trader is to ensure that the consumer is informed of and supplied with updates. First sentence has been moved to recital 29 with some changes	
Recital 31				
40	(31) To allow consumers to make an informed transactional decision and choose goods that are easier to repair, traders should provide, before the conclusion of the contract, for all types of goods, where applicable, the reparability score of the good as provided by the producer in accordance with Union law.	(31) To allow consumers to make an informed transactional decision and choose goods that are easier to repair, traders should provide, before the conclusion of the contract, for all types of goods, where applicable, the reparability score of the good as provided by the producer in accordance with Union law <u>or national law</u> .	(31) Pursuant to Article 5(1), point (e), and Article 6(1), point (m), of Directive 2011/83/EU traders are obliged to provide the consumer before the consumer is bound by the contract with information on the existence and the conditions of after-sales services, including repair services, where such services are provided. In addition, to To allow consumers to make an informed transactional	

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			<p>decision and choose goods that are easier to repair, traders should provide, before the conclusion of the contract, for all types of goods, where applicable, the reparability score of the good as provided by the producer in accordance with Union law.</p> <p>first sentence has been moved from recital 32</p>	
Recital 32				
41	<p>(32) Pursuant to Article 5(1), point (e), and Article 6(1), point (m), of Directive 2011/83/EU traders are obliged to provide the consumer before the consumer is bound by the contract with information on the existence and the conditions of after-sales services, including repair services, where such services are provided. In addition, in order to ensure that consumers are well informed about the reparability of the goods they purchase, where a reparability score is not established in accordance with Union law, traders should provide, for all types of goods, other relevant repair information that is made available</p>	<p>(32) Pursuant to Article 5(1), point (e), and Article 6(1), point (m), of Directive 2011/83/EU traders are obliged to provide the consumer before the consumer is bound by the contract with information on the existence and the conditions of after-sales services, including repair services, where such services are provided. In addition, in order to ensure that consumers are well informed about the reparability of the goods they purchase, where a reparability score is not established in accordance with Union law, traders should provide, for all types of goods, other relevant repair information, <u>such as information</u></p>	<p>(32) Pursuant to Article 5(1), point (e), and Article 6(1), point (m), of Directive 2011/83/EU traders are obliged to provide the consumer before the consumer is bound by the contract with information on the existence and the conditions of after-sales services, including repair services, where such services are provided. In addition, In order to ensure that consumers are well informed about the reparability of the goods they purchase, where a reparability score is not established in accordance with Union law, traders should provide, for all types of goods, other relevant repair information that is made available</p>	

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	by the producer, such as information about the availability of spare parts, and a user and repair manual.	<u>about the availability and maximum price expected of the spare parts necessary to repair a good, including the minimum period after the purchase of the good during which</u> that is made available by the producer, such as information about the availability of spare parts, and <u>accessories are available, the procedure for ordering them, the availability of a</u> user and repair manual <u>as well as the availability of diagnosis and repair tools and services. This information should be provided to the respective traders by the producers of the goods.</u>	by the producer, such as information about the availability of spare parts, and a user and repair manual. The trader should not be required to actively search for such information from the producer, for example, on the product-specific websites. <u>Last sentence moved from recital 33 last sentence</u>	
Recital 33				
42	(33) Traders should provide consumers with information about the existence and duration of the producer's commercial guarantee of durability, the minimum period for updates and the repair information other than the reparability score, where the producer or provider of the digital content or digital service, when different from the trader, makes the relevant information available. In particular, as regards goods, the	(33) Traders should provide consumers with information about the existence and duration of the producer's commercial guarantee of durability <u>label</u> , the minimum period for updates and the repair information other than the reparability score, where the producer or provider of the digital content or digital service, when different from the trader, makes the relevant information available. In particular, as regards goods, the	(33) Traders should provide consumers with information about the existence and duration of the producer's commercial guarantee of durability, the minimum period for updates and the repair information other than the reparability score, where the producer or provider of the digital content or digital service, when different from the trader, makes the relevant information available. In particular, as regards goods, the	

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	trader should convey to consumers the information that the producer has provided to the trader or has otherwise intended to make readily available to the consumer before the conclusion of the contract, by indicating it on the product itself, its packaging or tags and labels that the consumer would normally consult before concluding the contract. The trader should not be required to actively search for such information from the producer, for example, on the product-specific websites.	trader should convey to consumers the information that the producer has provided to the trader or has otherwise intended to make readily available to the consumer before the conclusion of the contract, by indicating it on the product itself, its packaging or tags and labels that the consumer would normally consult before concluding the contract. The trader should not be required to actively search for such information from the producer, for example, on the product-specific websites. <u>Where traders are not producers of goods, their influence on the design of the products and their input regarding any information accompanying the products might be limited. In that case, the producers should provide the relevant information to traders interacting with consumers. Furthermore, traders should be responsible for further passing on the information to consumers.</u>	trader should convey to consumers the information that the producer has provided to the trader or has otherwise intended to make readily available to the consumer before the conclusion of the contract, by indicating it on the product itself, its packaging or tags and labels that the consumer would normally consult before concluding the contract. The trader should not be required to actively search for such information from the producer, for example, on the product-specific websites.	
Recital 34				
43	(34) Directives 2005/29/EC and 2011/83/EU should continue to work as a ‘safety net’ ensuring that	(34) Directives 2005/29/EC and 2011/83/EU should continue to work as a ‘safety net’ ensuring that	(34) Directives 2005/29/EC and 2011/83/EU should continue to work as a ‘safety net’ ensuring that	

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	a high level of consumer protection can be maintained in all sectors, by complementing sector and product-specific Union law that prevail in case of conflict.	a high level of consumer protection can be maintained in all sectors, by complementing sector and product-specific Union law that prevail in case of conflict.	a high level of consumer protection can be maintained in all sectors, by complementing sector and product-specific Union law that prevail in case of conflict.	
Recital 35				
44	(35) Since the objectives of this Directive, namely, enabling better informed transactional decisions by consumers to promote sustainable consumption, eliminating practices that cause damage to the sustainable economy and mislead consumers away from sustainable consumption choices, and ensuring a better and consistent application of the Union consumer legal framework, cannot be sufficiently achieved by the Member States individually but can rather, by reason of the Union-wide character of the problem, be better achieved at Union level, the Union may 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 to	(35) Since the objectives of this Directive, namely, enabling better informed transactional decisions by consumers to promote sustainable consumption, eliminating practices that cause damage to the sustainable economy and mislead consumers away from sustainable consumption choices, and ensuring a better and consistent application of the Union consumer legal framework, cannot be sufficiently achieved by the Member States individually but can rather, by reason of the Union-wide character of the problem, be better achieved at Union level, the Union may 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 to	(35) Since the objectives of this Directive, namely, enabling better informed transactional decisions by consumers to promote sustainable consumption, eliminating practices that cause damage to the sustainable economy and mislead consumers away from sustainable consumption choices, and ensuring a better and consistent application of the Union consumer legal framework, cannot be sufficiently achieved by the Member States individually but can rather, by reason of the Union-wide character of the problem, be better achieved at Union level, the Union may 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 to	

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	achieve those objectives.	achieve those objectives.	achieve those objectives.	
Recital 36				
45	<p>(36) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents¹, 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,</p> <p>¹ OJ C 369, 17.12.2011, p. 14.</p>	<p>(36) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents¹, 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,</p> <p>¹ OJ C 369, 17.12.2011, p. 14.</p>	<p>(36) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents¹, 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,</p> <p>¹ OJ C 369, 17.12.2011, p. 14.</p>	
45a		<p><u><i>(36a) The Commission should present easy-to-understand guidelines for businesses with the requirements of this Regulation. When developing such guidelines,</i></u></p>		

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		<i><u>the Commission should take into consideration the needs of SMEs in order to keep administrative and financial burdens to a minimum while facilitating their compliance with this Regulation. The Commission should consult relevant stakeholders, with expertise in the field of marketing.</u></i>		
Formula				
46	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	
Article 1				
47	Article 1 Amendments to Directive 2005/29/EC	Article 1 Amendments to Directive 2005/29/EC	Article 1 Amendments to Directive 2005/29/EC	
Article 1, first paragraph				
48	Directive 2005/29/EC is amended as follows:	Directive 2005/29/EC is amended as follows:	Directive 2005/29/EC is amended as follows:	
Article 1, first paragraph, point (1)				
49	(1) in Article 2, the following points (o) to (y) are added:	(1) in Article 2, the following points (o) to (y) (ya) are added:	(1) in Article 2, the following points (ca) and (o) to (y) are	

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			added:	
49a			‘ ‘(ca) ‘goods’ means goods as defined in point (5) of Article 2 of Directive (EU) 2019/771 of the European Parliament and of the Council;	
Article 1, first paragraph, point (1), amending provision, first paragraph				
50	‘ (o) ‘environmental claim’ means any message or representation, which is not mandatory under Union law or national law, including text, pictorial, graphic or symbolic representation, in any form, including labels, brand names, company names or product names, in the context of a commercial communication, which states or implies that a product or trader has a positive or no impact on the environment or is less damaging to the environment than other products or traders, respectively, or has improved their impact over time;	‘ (o) ‘environmental claim’ means any message or representation, which is not mandatory under Union law or national law, including text, pictorial, graphic or symbolic representation, in any form, including labels, brand names, company names or product names, in the context of a commercial communication, <u>and</u> which states or implies that a product, <u>product category, brand</u> or trader has a positive or no impact on the environment or is less damaging to the environment than other products, <u>brands</u> or traders, respectively, or has improved their impact over time;	(o) ‘environmental claim’ means any message or representation, which is not mandatory under Union law or national law, including text, pictorial, graphic or symbolic representation, in any form, including labels, brand names, company names or product names, in the context of a commercial communication, which states or implies that a product or trader has a positive or no impact on the environment or is less damaging to the environment than other products or traders, respectively, or has improved their impact over time;	

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Article 1, first paragraph, point (1), amending provision, second paragraph				
51	(p) ‘explicit environmental claim’ means an environmental claim that is in textual form or contained in a sustainability label;	(p) ‘explicit environmental claim’ means an environmental claim that is in textual form or contained in a sustainability label; <u>deleted</u>	(p) ‘explicit environmental claim’ means an environmental claim that is in textual form or contained in a sustainability label; deleted	
Article 1, first paragraph, point (1), amending provision, third paragraph				
52	(q) ‘generic environmental claim’ means any explicit environmental claim, not contained in a sustainability label, where the specification of the claim is not provided in clear and prominent terms on the same medium;	(q) ‘generic environmental claim’ means any explicit <u>an</u> environmental claim, not contained in a sustainability label, where the specification of the claim is not provided in clear and prominent terms on the same medium;	(q) ‘generic environmental claim’ means any explicit environmental claim made in written form or orally , not contained in a sustainability label, where the specification of the claim is not provided in clear and prominent terms on the same medium;	
Article 1, first paragraph, point (1), amending provision, fourth paragraph				
53	(r) ‘sustainability label’ means any voluntary trust mark, quality mark or equivalent, either public or private, that aims to set apart and promote a product, a process or a business with reference to its environmental or social aspects or both. This does not cover any mandatory label required in accordance with Union or national	(r) ‘sustainability label’ means any voluntary trust mark, quality mark or equivalent, either public or private, that aims to set apart and promote a product, a process or a business with reference to its environmental or social aspects or both. This does not cover any mandatory label required in accordance with Union or national	(r) ‘sustainability label’ means any voluntary trust mark, quality mark or equivalent, either public or private, that aims to set apart and promote a product, a process or a business with reference to its environmental or social aspects or both. This does not cover any mandatory label required in accordance with Union or national	

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	law;	law;	law;	
Article 1, first paragraph, point (1), amending provision, fifth paragraph				
54	<p>(s) ‘certification scheme’ means a third-party verification scheme that is open under transparent, fair and non-discriminatory terms to all traders willing and able to comply with the scheme’s requirements, which certifies that a product complies with certain requirements, and for which the monitoring of compliance is objective, based on international, Union or national standards and procedures and carried out by a party independent from both the scheme owner and the trader;</p>	<p>(s) ‘certification scheme’ means a third-party verification scheme: <u>(i) that is open under publicly available, transparent, fair and non-discriminatory terms and at a reasonable cost to all traders and entities willing and able to comply with the scheme’s requirements; which;</u> <u>(ii) that certifies that a product, a process or a business complies with certain requirements, and publicly available and independently developed requirements;</u> <u>(iii) for which the monitoring of compliance is and the award of the certification are</u> objective, based on international, Union or national standards and procedures <u>and taking into account the nature of the products, processes, or businesses concerned;</u> <u>(iv) that ensures that the monitoring of compliance referred to in point (iii) is</u> carried out by a <u>third party, whose competencies and independence, independent</u> from both the scheme owner and</p>	<p>(s) ‘certification scheme’ means a third-party verification scheme that is open under publicly accessible, transparent, fair and non-discriminatory terms to all traders willing and able to comply with the scheme’s requirements, which certifies that a product, a process or a business complies with certain objectively verifiable and publicly accessible requirements, and for which the monitoring of compliance is objective, based on international, Union or national standards and procedures and carried out by a party independent from both the scheme owner and the trader;</p>	

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		the trader, <u>have been verified by the Member States; and (v) that includes a complaints system that is available to consumers and other external stakeholders, focuses on non-compliance and ensures the withdrawal of the sustainability label in cases of non-compliance;</u>		
Article 1, first paragraph, point (1), amending provision, sixth paragraph				
55	(t) ‘sustainability information tool’ means software, including a website, part of a website or an application, operated by or on behalf of a trader, which provides information to consumers about environmental or social aspects of products, or which compares products on those aspects;	(t) ‘sustainability information <u>and comparison</u> tool’ means software, including a website, part of a website or an application, operated by or on behalf of a trader, which provides information to consumers about environmental or social aspects of products, or which compares products on those aspects.;	(t) ‘ sustainability information tool ’ means software, including a website, part of a website or an application, operated by or on behalf of a trader, which provides information to consumers about environmental or social aspects of products, or which compares products on those aspects;	
Article 1, first paragraph, point (1), amending provision, seventh paragraph				
56	(u) ‘recognised excellent environmental performance’ means environmental performance compliant with Regulation (EC) 66/2010 of the European Parliament and of the Council*, with national or regional EN ISO	(u) ‘recognised excellent environmental performance’ means environmental performance compliant with Regulation (EC) 66/2010 of the European Parliament and of the Council*, with national or regional EN ISO	(u) ‘recognised excellent environmental performance’ means environmental performance compliant with Regulation (EC) 66/2010 No 1221/2009 , with Regulation (EC) No 66/2010 of the European Parliament and of the	

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	14024 type I ecolabelling schemes officially recognised in accordance with Article 11 of Regulation (EC) 66/2010, or top environmental performance in accordance with other applicable Union law;	14024 type I ecolabelling schemes officially recognised in accordance with Article 11 of Regulation (EC) 66/2010, or top environmental performance in accordance with other applicable Union law;	Council*, with national or regional EN ISO 14024 type I ecolabelling schemes officially recognised in accordance with Article 11 of Regulation (EC) 66/2010, or the Member States or with top environmental performance in accordance with other applicable Union law;	
Article 1, first paragraph, point (1), amending provision, eighth paragraph				
57	(v) ‘durability’ means durability as defined in Article 2, point (13), of Directive (EU) 2019/771 of the European Parliament and of the Council**;	(v) ‘durability’ means durability as defined in Article 2, point (13), of Directive (EU) 2019/771 of the European Parliament and of the Council**;	(v) ‘durability’ means durability as defined in Article 2, point (13), of Directive (EU) 2019/771 of the European Parliament and of the Council**;	
Article 1, first paragraph, point (1), amending provision, ninth paragraph				
58	(w) ‘software update’ means a free update, including a security update, that is necessary to keep goods with digital elements, digital content and digital services in conformity in accordance with Directives (EU) 2019/770 and (EU) 2019/771;	(w) ‘software update’ means a free update, including <u>either a security update or a functionality or feature</u> update, that is necessary to keep goods with digital elements, digital content and digital services in conformity in accordance with Directives (EU) 2019/770 and (EU) 2019/771 <u>or which improves or reduces their durability</u> ;	(w) ‘software update’ means a free update, including a security update, that is necessary to keep goods with digital elements, digital content and digital services in conformity in accordance with Directives (EU) 2019/770 and (EU) 2019/771;	

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58a		<u>(wa) ‘security update’ means an operating system update, including security patches, if relevant for a given device, whose main purpose is to provide enhanced security for the device;</u>		
Article 1, first paragraph, point (1), amending provision, ninth paragraph b				
58b		<u>(wb) ‘functionality update’ means an operating system update whose main purpose is to implement new functionalities;</u>		
Article 1, first paragraph, point (1), amending provision, tenth paragraph				
59	(x) ‘consumable’ means any component of a good that is used up recurrently and needs to be replaced for the good to function as intended;	(x) ‘consumable’ means any component of a good that is used up recurrently and needs to be replaced <u>or replenished</u> for the good to function as intended;	(x) ‘consumable’ means any component of a good that is used up recurrently and needs to be replaced or replenished for the good to function as intended;	
Article 1, first paragraph, point (1), amending provision, eleventh paragraph, first subparagraph				
60	(y) ‘functionality’ means functionality as defined in point (9) of Article 2 of Directive (EU) 2019/771.	(y) ‘functionality’ means functionality as defined in point (9) of Article 2 of Directive (EU) 2019/771.	(y) ‘functionality’ means functionality as defined in point (9) of Article 2 of Directive (EU) 2019/771.	

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Article 1, first paragraph, point (1), amending provision, eleventh paragraph, first subparagraph				
60a		<u>(ya) ‘carbon offsetting’ means the purchase of carbon credits or the provision of financial support for environmental projects, that aim to neutralise, reduce, compensate or inset the purchaser’s own environmental impact, or that of their goods or services.</u>		
Article 1, first paragraph, point (1), amending provision, eleventh paragraph, second subparagraph				
61	_____	_____	_____	
Article 1, first paragraph, point (1), amending provision, eleventh paragraph, third subparagraph				
62	* Regulation (EC) No 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel (OJ L 27, 30.1.2010, p. 1).	* Regulation (EC) No 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel (OJ L 27, 30.1.2010, p. 1).	* Regulation (EC) No 66/2010 of the European Parliament and of the Council of 25 November 2009 on the EU Ecolabel (OJ L 27, 30.1.2010, p. 1).	
Article 1, first paragraph, point (1), amending provision, eleventh paragraph, fourth subparagraph				
63	** 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	** 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	** 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	

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	Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).;	Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).;	Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).;	
Article 1, first paragraph, point (2)				
64	(2) Article 6 is amended as follows:	(2) Article 6 is amended as follows:	(2) Article 6 is amended as follows:	
Article 1, first paragraph, point (2)(a)				
65	(a) in paragraph 1, point (b) is replaced by the following:	(a) in paragraph 1, point (b) is replaced by the following:	(a) in paragraph 1, point (b) is replaced by the following:	
Article 1, first paragraph, point (2)(a), amending provision, first paragraph				
66	‘ (b) the main characteristics of the product, such as its availability, benefits, risks, execution, composition, environmental or social impact, accessories, durability, reparability, after-sale customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to	‘ (b) the main characteristics of the product, such as its availability, benefits, risks, execution, composition, environmental or social impact, accessories, durability, reparability, <u>reusability</u> , <u>recyclability</u> , after-sale customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or	‘ (b) the main characteristics of the product, such as its availability, benefits, risks, execution, composition, environmental or social impact aspects , accessories, durability, reparability, after-sale customer assistance and complaint handling, method and date of manufacture or provision, delivery, fitness for purpose, usage, quantity, specification, geographical or commercial origin or the results to	

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	be expected from its use, or the results and material features of tests or checks carried out on the product.;	commercial origin or the results to be expected from its use, or the results and material features of tests or checks carried out on the product.;	be expected from its use, or the results and material features of tests or checks carried out on the product.’;	
66a		<u>(aa) in paragraph 2, point (c) is replaced by the following:</u> <u>‘(c) any marketing of a good, in one Member State, with seemingly identical presentation to another good, which is marketed, in other Member States, under the same brand, trademark or designation, while that good presents differences in composition or characteristics, including its sensory profile;’</u>		
Article 1, first paragraph, point (2)(b)				
67	(b) in paragraph 2, the following points (d) and (e) are added:	(b) in paragraph paragraph 2, the following points (d) and (e) <u>to (ea)</u> are added:	(b) in paragraph 2, the following points (d) and (e) point (d) is added:	
Article 1, first paragraph, point (2)(b), amending provision, first paragraph				
68	‘	‘	‘	

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	(d) making an environmental claim related to future environmental performance without clear, objective and verifiable commitments and targets and without an independent monitoring system;	(d) making an environmental claim related to future environmental performance <u>solely based on carbon offsetting schemes or</u> without clear, objective, <u>quantified, science-based</u> and verifiable commitments, <u>without a detailed and realistic implementation plan with reference to budgetary and technological commitments, without feasible</u> and targets, and without an independent monitoring system <u>that is based on relevant data</u> ;	(d) making an environmental claim related to future environmental performance without clear, objective, publicly accessible and verifiable commitments, targets and a realistic implementation plan and targets and without being verified by an independent monitoring system third party expert, whose findings shall be made available to consumers ;	
Article 1, first paragraph, point (2)(b), amending provision, second paragraph				
69	(e) advertising benefits for consumers that are considered as a common practice in the relevant market.	(e) advertising benefits for consumers that are considered as a common practice in the relevant market.	(e) advertising benefits for consumers that are considered as a common practice in the relevant market.	
69a		<u>(ea) practices with the effect or likely effect of distorting or impairing the autonomy, decision-making or choice of the recipients of the service, on purpose or in effect, via the structure, design, or</u>		

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		<u>functionalities of an online interface or a part thereof.</u>		
Article 1, first paragraph, point (3)				
70	(3) in Article 7, the following paragraph (7) is added:	(3) in Article 7, the following paragraph (7) is added:	(3) in Article 7, the following paragraph (7) is added:	
Article 1, first paragraph, point (3), amending provision, numbered paragraph (7)				
71	<p>‘</p> <p>7. Where a trader provides a service which compares products, including through a sustainability information tool, information about the method of comparison, the products which are the object of comparison and the suppliers of those products, as well as the measures in place to keep that information up to date, shall be regarded as material.;</p> <p>’</p>	<p>‘</p> <p>7. Where a trader provides a service which compares products, including through a sustainability information tool, information about the method of comparison, the products which are the object of comparison and the suppliers of those products, as well as the measures in place to keep that information up to date, shall be regarded as material.;</p> <p>’</p>	<p>‘</p> <p>7. Where a trader provides a service which compares products and the consumer is provided with information on the durability, reparability, environmental or social aspects of the products or suppliers, including through a sustainability information tool, information about the method of comparison, the products which are the object of comparison and the suppliers of those products, as well as the measures in place to keep that information up to date, shall be regarded as material.’;</p> <p>’</p>	
Article 1, first paragraph, point (4)				

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72	(4) Annex I is amended in accordance with the Annex to this Directive.	(4) Annex I is amended in accordance with the Annex to this Directive.	(4) Annex I is amended in accordance with the Annex to this Directive.	
Article 2				
73	Article 2 Amendments to Directive 2011/83/EU	Article 2 Amendments to Directive 2011/83/EU	Article 2 Amendments to Directive 2011/83/EU	
Article 2, first paragraph				
74	Directive 2011/83/EU is amended as follows:	Directive 2011/83/EU is amended as follows:	Directive 2011/83/EU is amended as follows:	
Article 2, first paragraph, point (1)				
75	(1) Article 2 is amended as follows:	(1) Article 2 is amended as follows:	(1) Article 2 is amended as follows:	
Article 2, first paragraph, point (1)(a)				
76	(a) the following point (3a) is inserted:	(a) the following point (3a) is inserted: <u>deleted</u>	(a) the following point (3a) is inserted: deleted	
Article 2, first paragraph, point (1)(a), amending provision, first paragraph				
77	,	,	,	

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	(3a) ‘energy-using good’ means any good that depends on energy input (electricity, fossil fuels and renewable energy sources) to work as intended;;	(3a) ‘energy-using good’ means any good that depends on energy input (electricity, fossil fuels and renewable energy sources) to work as intended;; <u>deleted</u>	(3a) ‘energy-using good’ means any good that depends on energy input (electricity, fossil fuels and renewable energy sources) to work as intended;; deleted	
Article 2, first paragraph, point (1)(b)				
78	(b) the following points (14a) to (14e) are inserted:	(b) the following points (14a) to (14e) are inserted:	(b) the following points (14a) to (14e) are inserted:	
Article 2, first paragraph, point (1)(b), amending provision, first paragraph				
79	‘ (14a) ‘commercial guarantee of durability’ means a producer’s commercial guarantee of durability referred to in Article 17 of Directive (EU) 2019/771, under which the producer is directly liable to the consumer during the entire period of that guarantee for repair or replacement of the goods;	‘ (14a) ‘commercial guarantee of durability’ means a producer’s commercial guarantee of durability referred to in Article 17 of Directive (EU) 2019/771, under which the producer is directly liable to the consumer during the entire period of that guarantee for repair or replacement of the goods;	‘ (14a) ‘commercial guarantee of durability’ means a producer’s commercial guarantee of durability referred to in Article 17 of Directive (EU) 2019/771, under which the producer is directly liable to the consumer during the entire period of that the guarantee of durability for repair or replacement of the goods, under the conditions laid down in Article 14 of Directive (EU) 2019/771, whenever the goods do not maintain their durability;	
Article 2, first paragraph, point (1)(b), amending provision, second paragraph				

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80	(14b) ‘durability’ means durability as defined in Article 2, point (13), of Directive (EU) 2019/771;	(14b) ‘durability’ means durability as defined in Article 2, point (13), of Directive (EU) 2019/771;	(14b) ‘durability’ means durability as defined in Article 2, point (13), of Directive (EU) 2019/771;	
Article 2, first paragraph, point (1)(b), amending provision, third paragraph				
81	(14c) ‘producer’ means producer as defined in Article 2, point (4), of Directive (EU) 2019/771;	(14c) ‘producer’ means producer as defined in Article 2, point (4), of Directive (EU) 2019/771;	(14c) ‘producer’ means producer as defined in Article 2, point (4), of Directive (EU) 2019/771;	
Article 2, first paragraph, point (1)(b), amending provision, fourth paragraph				
82	(14d) ‘reparability score’ means a score expressing the capacity of a good to be repaired, based on a method established in accordance with Union law;	(14d) ‘reparability score’ means a score expressing the capacity of a good to be repaired, based on a <u>harmonised</u> method established in accordance with <u>at</u> Union law <u>level</u> ;	(14d) ‘reparability score’ means a score expressing the capacity of a good to be repaired, based on a method established in accordance with Union law;	
Article 2, first paragraph, point (1)(b), amending provision, fifth paragraph				
83	(14e) ‘software update’ means a free update, including a security update, that is necessary to keep goods with digital elements, digital content and digital services in conformity in accordance with Directives (EU) 2019/770 and (EU) 2019/771;;	(14e) ‘software update’ means a free update, including a security update, that is necessary to keep goods with digital elements, digital content and digital services in conformity in accordance with Directives (EU) 2019/770 and (EU) 2019/771;;	(14e) ‘software update’ means a free update, including a security update, that is necessary to keep goods with digital elements, digital content and digital services in conformity in accordance with Directives (EU) 2019/770 and (EU) 2019/771;;	

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Article 2, first paragraph, point (2)				
84	(2) in Article 5, paragraph 1 is amended as follows:	(2) in Article 5, paragraph 1 is amended as follows:	(2) in Article 5, paragraph 1 is amended as follows:	
84a		<u>(-a) point (e) is deleted;</u>		
Article 2, first paragraph, point (2)(a)				
85	(a) the following points (ea) to (ed) are inserted:	(a) the following points (ea) to (ed <u>ec</u>) are inserted:	(a) the following points (ea), (ec) and to (ed) are inserted:	
Article 2, first paragraph, point (2)(a), amending provision, first paragraph				
86	(ea) for all goods, where the producer makes it available, information that the goods benefit from a commercial guarantee of durability and its duration in units of time, where that guarantee covers the entire good and has a duration of more than two years;	(ea) for all goods, where the producer makes it available, information that the goods benefit from a commercial <u>a label as set out in Annex Z indicating the duration of the legal</u> guarantee of durability and its duration in units of time, where that guarantee covers the entire good and has a duration of more than two years <u>conformity and, if relevant, its voluntary extension in the form of a commercial guarantee of durability;</u>	(ea) for all goods, where a commercial guarantee of durability of more than two years on the entire good is offered without additional costs, and the producer makes it such information available to the trader , information that the goods benefit from a commercial such a guarantee of durability and its duration in units of time, where that guarantee covers the entire good and has a duration of more than two years using a Union	

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			Harmonised Graphic Format established in the implementing act referred to in Article 22a. By way of derogation from paragraph (1), it is not sufficient if that information is already apparent from the context;	
Article 2, first paragraph, point (2)(a), amending provision, second paragraph				
87	(eb) for energy-using goods, where the producer does not make available the information referred to in point (ea), information that the producer has not provided information on the existence of a commercial guarantee of durability of more than two years. This information shall be at least as prominent as any other information about the existence and the conditions of after-sales services and commercial guarantees provided in accordance with point (e);	(eb) for energy-using goods, where the producer does not make available the information referred to in point (ea), information that the producer has not provided information on the existence of a commercial guarantee of durability of more than two years. This information shall be at least as prominent as any other information about the existence and the conditions of after-sales services and commercial guarantees provided in accordance with point (e); <u>deleted</u>	(eb) for energy-using goods, where the producer does not make available the information referred to in point (ea), information that the producer has not provided information on the existence of a commercial guarantee of durability of more than two years. This information shall be at least as prominent as any other information about the existence and the conditions of after-sales services and commercial guarantees provided in accordance with point (e); deleted	
Article 2, first paragraph, point (2)(a), amending provision, third paragraph				
88	(ec) for goods with digital elements, where the producer makes such information available, the minimum period in units of	(eeb) for goods with digital elements, where the producer makes such information available, the minimum period in units of	(ec) for goods with digital elements, where the producer makes such information available to the trader , the minimum period	

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	time during which the producer provides software updates, unless the contract provides for a continuous supply of the digital content or digital service over a period of time. Where information about the existence of a commercial guarantee of durability is provided in accordance with point (ea), the information on the updates shall be provided if those updates are supplied for a longer period than the commercial guarantee of durability;	time <u>the minimum period in units of time, after the date of placement on the market,</u> during which the producer provides software updates, unless the contract provides for a continuous supply of the digital content or digital service over a <u>which covers, as a minimum, the</u> period of time. Where information about the existence of a commercial guarantee of durability is provided in accordance with point (ea), the information on as provided for in <u>Union law and its voluntary extension, where the producer makes such information available for which</u> the updates shall be provided if those updates are supplied for a longer period than the commercial guarantee of durability;	in units of time during which the producer provides software updates, unless the contract provides for a continuous supply of the digital content or digital service over a period of time. Where information about the existence of a commercial guarantee of durability is provided in accordance with point (ea), the information on the updates shall be provided if those updates are supplied for a longer period than the commercial guarantee of durability;	
Article 2, first paragraph, point (2)(a), amending provision, fourth paragraph				
89	(ed) for digital content and digital services, where their provider is different from the trader and makes such information available, the minimum period in units of time during which the provider provides software updates, unless the contract provides for a continuous	(edec) for digital content and digital services, where their provider is different from the trader, <u>the minimum period, after the date of placement on the market, and makes such information available, the minimum period</u> in units of time	(ed) for digital content and digital services, where their provider is different from the trader and the provider makes such information available, to the trader the minimum period in units of time during which the provider provides software updates, unless the	

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	supply of the digital content or digital service over a period of time;	during which the provider provides software updates, unless the contract provides for a continuous supply of the digital content or digital service over a period of time <u>which covers, as a minimum, the period during which updates shall be provided in accordance with the applicable Union law;</u>	contract provides for a continuous supply of the digital content or digital service over a period of time;	
Article 2, first paragraph, point (2)(b)				
90	(b) the following points (i) and (j) are added:	(b) the following points (i) and (j) are added:	(b) the following points (i) and (j) are added:	
Article 2, first paragraph, point (2)(b), amending provision, first paragraph				
91	(i) where applicable, the reparability score for the goods;	(i) where applicable, the reparability score for the goods;	(i) where applicable, the reparability score for the goods;	
Article 2, first paragraph, point (2)(b), amending provision, second paragraph				
92	(j) when point (i) is not applicable, information made available by the producer about the availability of spare parts, including the procedure of ordering them, and about the availability of a user and repair manual.;	(j) when point (i) is not applicable, information made available <u>provided</u> by the producer about the availability <u>and maximum price expected of the</u> of spare parts <u>necessary to repair goods,</u> including the <u>minimum period,</u>	(j) when point (i) is not applicable, and the producer makes such information made available by the producer to the trader, information about the availability of spare parts, including the procedure of ordering them, and	

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		<p><u>after the purchase of the good, during which spare parts and accessories are available, the procedure of ordering them, and about the availability of a user and repair manual, <u>as well as the availability of diagnosis and repair tools and services.</u></u></p>	about the availability of a user and repair manual.’;	
Article 2 – paragraph 1 – point 2 – point a				
92a		<p><u>Notwithstanding point (ea), when traders offer products in more than one Member State, they may opt to refer to the minimum Union period of two years of legal guarantee of conformity on the label referred to in Annex Z. Under this option, traders shall ensure that the label is accompanied by a statement that reads that ‘a consumer benefits from a minimum legal guarantee of two years, unless a guarantee of more than two years is provided for under the applicable national law’.</u></p>		
Article 2 – paragraph 1 – point 2 – point b a (new)				
92b		<p><u>(ba) the following paragraph</u></p>		

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		<u><i>1 a is inserted: '1a. The Commission is empowered to adopt delegated acts in accordance with Article XXX in order to amend Annex Z by introducing, modifying, adding or removing any details in relation to the information or textual elements set out in this Article.';</i></u>		
Article 2 – paragraph 1 – point 2 – point b b (new)				
92c		<u><i>(bb) the following paragraph 1 b is inserted: "1b. The producer shall make all relevant information, including information listed in points ea, eb, ec, i and j, available to the trader, in order to ensure that the trader is able to comply with the relevant information obligations set out in paragraph 1."</i></u>		
Article 2, first paragraph, point (3)				
93	(3) in Article 6, paragraph 1 is amended as follows:	(3) in Article 6, paragraph 1 is amended as follows:	(3) in Article 6, paragraph 1 is amended as follows:	
93a		<u><i>(-a) point (g) is replaced by the</i></u>		

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		<u>following:</u> <u>'(g) the arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the services, and where applicable, the existence of delivery options that emit less CO₂, and, where applicable, the trader's complaint handling policy;'</u>		
93b		<u>(-aa) points (l) and (m) are deleted;</u>		
Article 2, first paragraph, point (3)(a)				
94	(a) the following points (ma) to (md) are inserted:	(a) the following points (ma) to (md) are inserted:	(a) the following points (ma), (mc) and to -(md) are inserted:	
Article 2, first paragraph, point (3)(a), amending provision, first paragraph				
95	(ma) for all types of goods, where the producer makes it available, information that the goods benefit from a commercial guarantee of durability and its duration in units of time, where that guarantee	(ma) for all types of goods, where the producer makes it available, information that the goods benefit from a commercial <u>goods a label as set out in Annex Z indicating the duration of the legal</u> guarantee of	(ma) for all types of goods, where a commercial guarantee of durability of more than two years on the entire good is offered without additional costs, and the producer makes it such	

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	covers the entire good and has a duration of more than two years;	durability and its duration in units of time, where that guarantee covers the entire good and has a duration of more than two years <u>conformity and, if relevant, its voluntary extension in the form of a commercial guarantee of durability;</u>	information available to the trader , information that the goods benefit from a commercial good benefits from such a guarantee of durability and its duration in units of time, using a Union Harmonised Graphic Format established in the implementing act referred to in Article 22a where that guarantee covers the entire good and has a duration of more than two years;	
Article 2, first paragraph, point (3)(a), amending provision, second paragraph				
96	(mb) for energy-using goods, where the producer does not make available information referred to in point (ma), information that the producer has not provided information on the existence of a commercial guarantee of durability of more than two years. This information shall be at least as prominent as any other information about the existence and the conditions of after-sales services and commercial guarantees provided in accordance with point (m);	(mb) for energy-using goods, where the producer does not make available information referred to in point (ma), information that the producer has not provided information on the existence of a commercial guarantee of durability of more than two years. This information shall be at least as prominent as any other information about the existence and the conditions of after-sales services and commercial guarantees provided in accordance with point (m); <u>deleted</u>	(mb) for energy-using goods, where the producer does not make available information referred to in point (ma), information that the producer has not provided information on the existence of a commercial guarantee of durability of more than two years. This information shall be at least as prominent as any other information about the existence and the conditions of after-sales services and commercial guarantees provided in accordance with point (m); deleted	
Article 2, first paragraph, point (3)(a), amending provision, third paragraph				

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97	(mc) for goods with digital elements, where the producer makes such information available, the minimum period in units of time during which the producer provides software updates, unless the contract provides for a continuous supply of the digital content or digital service over a period of time. Where information about the existence of a commercial guarantee of durability is provided in accordance with point (ma), the information on the updates shall be provided if those updates are supplied for a longer period than the commercial guarantee of durability;	(mc) for goods with digital elements, where the producer makes such information available, the minimum period in units of time <u>the minimum period in units of time, after the date of placement on the market,</u> during which the producer provides software updates, unless the contract provides for a continuous supply of the digital content or digital service over a <u>which covers as a minimum, the</u> period of time. Where information about the existence of a commercial guarantee of durability is provided in accordance with point (ma), the information on <u>as provided for in Union law and its voluntary extension, where the producer makes such information available, for which</u> the updates shall be provided if those updates are supplied for a longer period than the commercial guarantee of durability;	(mc) for goods with digital elements, where the producer makes such information available to the trader , the minimum period in units of time during which the producer provides software updates, unless the contract provides for a continuous supply of the digital content or digital service over a period of time. Where information about the existence of a commercial guarantee of durability is provided in accordance with point (ma), the information on the updates shall be provided if those updates are supplied for a longer period than the commercial guarantee of durability;	
Article 2, first paragraph, point (3)(a), amending provision, fourth paragraph				
98	(md) for digital content and digital services, where their provider is different from the trader and	(md) for digital content and digital services, where their provider is different from the trader, <u>the</u>	(md) for digital content and digital services, where their provider is different from the trader and the	

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	makes such information available, the minimum period in units of time during which the provider provides software updates, unless the contract provides for a continuous supply of the digital content or digital service over a period of time;	<u>minimum period, after the date of placement on the market, and makes such information available, the minimum period</u> in units of time during which the provider provides software updates, unless the contract provides for a continuous supply of the digital content or digital service over a period of time <u>which covers, as a minimum, the period during which updates shall be provided in accordance with the applicable Union law;</u>	provider makes such information available to the trader , the minimum period in units of time during which the provider provides software updates, unless the contract provides for a continuous supply of the digital content or digital service over a period of time.	
Article 2, first paragraph, point (3)(b)				
99	(b) the following points (u) and (v) are added:	(b) the following points (u) and (v) are added:	(b) the following points (u) and (v) are added:	
Article 2, first paragraph, point (3)(b), amending provision, first paragraph				
100	‘ (u) where applicable, the reparability score for the goods;	‘ (u) where applicable, the reparability score for the goods;	‘ (u) where applicable, the reparability score for the goods;	
Article 2, first paragraph, point (3)(b), amending provision, second paragraph				
101	(v) when point (u) is not applicable, information made	(v) when point (u) is not applicable, information made	(v) when point (u) is not applicable, information made	

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	available by the producer about the availability of spare parts, including the procedure of ordering them, and about the availability of a user and repair manual.;	available <u>provided</u> by the producer about the availability <u>and maximum price expected of the</u> of spare parts <u>necessary to repair goods</u> , including the <u>minimum period, after the purchase of the good, during which spare parts and accessories are available, the</u> procedure of ordering them, and about the availability of a user and repair manual, <u>as well as the availability of diagnosis and repair tools and services</u> .';	available by the producer about the availability of spare parts, including the procedure of ordering them, and about the availability of a user and repair manual.;	
101a		<u>(va) the address of the available repair centres where the goods shall be returned to by the consumer for the purpose of repair.</u>		
Article 2 – paragraph 1 – point 3 – point b b (new)				
101b		<u>(bb) the following paragraph 1a is inserted:</u> <u>"1a. The producer shall make all relevant information, including information listed in points ea, eb, ec, i and j of paragraph 1, available to the trader, in order to</u>		

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		<u><i>ensure that the trader is able to comply with the relevant information obligations set out in paragraph 1."</i></u>		
Article 2, first paragraph, point (4)				
102	(4) in Article 8(2), the first subparagraph is replaced by the following:	(4) in Article 8(2), the first subparagraph is replaced by the following:	(4) in Article 8(2), the first subparagraph is replaced by the following:	
Article 2, first paragraph, point (4), amending provision, first paragraph				
103	‘ If a distance contract to be concluded by electronic means places the consumer under an obligation to pay, the trader shall make the consumer aware in a clear and prominent manner, and directly before the consumer places his order, of the information provided for in Article 6(1), points (a), (e), (ma), (mb), (o) and (p)..’,	‘ If a distance contract to be concluded by electronic means places the consumer under an obligation to pay, the trader shall make the consumer aware in a clear and prominent manner, and directly before the consumer places his order, of the information provided for in Article 6(1), points (a), (e), (ma), (mb), (o) and (p)..’,	‘ If a distance contract to be concluded by electronic means places the consumer under an obligation to pay, the trader shall make the consumer aware in a clear and prominent manner, and directly before the consumer places his order, of the information provided for in Article 6(1), points (a), (e), (ma), (mb), (o) and (p). ’,	
103a			(4a) the following articles are inserted:	

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			<p>‘Article 22a Union Harmonised Graphic Format</p> <p>1. By [the date of entry into force of this Directive + 18 months] the Commission shall adopt an implementing act establishing the Union Harmonised Graphic Format referred to in Article 5 (1) (ea) and Article 6 (1) (ma) that ensures that:</p> <p>(a) the consumer shall be informed about the existence and the duration of the commercial guarantee of durability in specified units of time;</p> <p>(b) the Union Harmonised Graphic Format shall be easily visible, legible and recognisable; and</p> <p>(c) the Union Harmonised Graphic Format shall be easily replicable and displayable by traders at different points of sale.</p> <p>2. That implementing act shall be adopted in accordance with the examination procedure referred to in Article 22b (2).</p> <p>Article 22b Implementing act</p>	

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			<p>1. The Commission shall be assisted by a Committee. That Committee shall be a committee within the meaning of Regulation (EU) No 182/2011.</p> <p>2. Where reference is made to this paragraph, Article 5 of Regulation (EU) No 182/2011 shall apply.'</p>	
Article 3				
104	Article 3 Reporting by the Commission and review	Article 3 Reporting by the Commission and review	Article 3 Reporting by the Commission and review	
Article 3, first paragraph				
105	By [5 years from adoption], the Commission shall submit a report on the application of this Directive to the European Parliament and to the Council.	By [5 years from adoption], the Commission shall submit a report on the application of this Directive <u>and on the level of progress achieved</u> to the European Parliament and to the Council.	By [5 years from adoption], the Commission shall submit a report on the application of this Directive to the European Parliament and to the Council.	
Article 3 – paragraph 1 a (new)				
105a		<u>That report shall contain an assessment regarding whether the Directive contributed to</u>		

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		<u>enhancing the protection of consumers against unfair commercial practices and misleading advertising of products advertised as sustainable as well as a summary of positive and negative effects on businesses, and in particular on small and medium-sized enterprises.</u>		
Article 3, second paragraph				
106	That report shall be accompanied, where appropriate, by relevant legislative proposals.	That report shall be accompanied, where appropriate, by relevant legislative proposals.	That report shall be accompanied, where appropriate, by relevant legislative proposals.	
Article 4				
107	Article 4 Transposition	Article 4 Transposition	Article 4 Transposition	
Article 4(1), first subparagraph				
108	1. Member States shall adopt and publish by [18 months from adoption] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those	1. Member States shall adopt and publish by [18 months from adoption] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those	1. Member States shall adopt and publish by [18 -24 months from adoption] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those	

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	provisions.	provisions.	provisions.	
Article 4(1), second subparagraph				
109	They shall apply those provisions from [24 months from adoption].	They shall apply those provisions from [24 months from adoption].	They shall apply those provisions from [24 30 months from adoption].	
Article 4(1), third subparagraph				
110	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.	When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.	
Article 4(2)				
111	2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive.	2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive.	2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive.	
Article 5				
112	Article 5	Article 5	Article 5	

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	Entry into force	Entry into force	Entry into force	
Article 5, first paragraph				
113	This Directive shall enter into force on the twentieth day following its publication in the Official Journal of the European Union.	This Directive shall enter into force on the twentieth day following its publication in the Official Journal of the European Union.	This Directive shall enter into force on the twentieth day following its publication in the Official Journal of the European Union.	
Article 6				
114	Article 6 Addressees	Article 6 Addressees	Article 6 Addressees	
Article 6, first paragraph				
115	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	
Formula				
116	Done at Brussels,	Done at Brussels,	Done at Brussels,	
Formula				
117	For the European Parliament	For the European Parliament	For the European Parliament	
Formula				

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118	The President	The President	The President	
Formula				
119	For the Council	For the Council	For the Council	
Formula				
120	The President	The President	The President	
Annex				
121	Annex	Annex		
Annex Z				
121a		<u>Annex Z</u> <u>Content and format of the label</u> <u>1. The label shall have the following format:</u> <u>XX Years + YY Years</u> <u>2. The letters 'XX' shall be replaced by the figure corresponding to the duration of the legal guarantee of conformity.</u> <u>The letters YY shall be replaced by the figure corresponding to the voluntary extension of the legal guarantee of conformity in the</u>		

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		<u>form of an equivalent commercial guarantee of durability.</u> <u>3. The label shall be displayed prominently and in a way that is clearly legible to the consumer.</u>		
Annex, first paragraph				
122	Annex I to Directive 2005/29/EC is amended as follows:	Annex I to Directive 2005/29/EC is amended as follows:	Annex I to Directive 2005/29/EC is amended as follows:	
Annex, point (1)				
123	(1) the following point 2a is inserted:	(1) the following point 2a is inserted:	(1) the following point 2a is inserted:	
Annex, point (1), amending provision, first paragraph				
124	‘ 2a. Displaying a sustainability label which is not based on a certification scheme or not established by public authorities.’; ,	‘ 2a. Displaying a sustainability label which is not based on a certification scheme or not established by public authorities.’; ,	‘ 2a. Displaying a sustainability label which is not neither based on a certification scheme nor registered as a certification mark in accordance with Regulation (EU) No 2017/1001 or Directive (EU) 2015/2436, nor or not established by public authorities.’; ,	
Annex, point (2)				

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125	(2) the following points 4a and 4b are inserted:	(2) the following points 4a and 4b <u>to 4bb</u> are inserted:	(2) the following points 4a and 4b are inserted:	
Annex, point (2), amending provision, first paragraph				
126	‘ 4a. Making a generic environmental claim for which the trader is not able to demonstrate recognised excellent environmental performance relevant to the claim.	‘ 4a. Making a generic environmental claim for which the trader is not able to demonstrate <u>does not provide evidence of the</u> recognised excellent environmental performance relevant to the claim.	‘ 4a. Making a generic environmental claim for which the trader is not able to demonstrate recognised excellent environmental performance relevant to the claim.	
Annex, point (2), amending provision, second paragraph				
127	4b. Making an environmental claim about the entire product when it actually concerns only a certain aspect of the product.;	4b. Making an environmental claim about the entire product <u>or the trader's business</u> when it actually concerns only a certain aspect of the product <u>or of the trader's business</u> .;	4b. Making an environmental claim about the entire product when it actually concerns only a certain aspect of the product.;	
127a		<u>4ba. Claiming, based on carbon offsetting, that a product has a neutral, reduced, compensated or positive greenhouse gas emissions' impact on the</u>		

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		<u>environment.</u>		
127b		<u>4bb. Making an environmental claim which cannot be substantiated in accordance with legal requirements.</u>		
Annex I – paragraph 1 – point 2 a (new)				
127c		<u>(2 a) the following point 7a inserted:</u> <u>'7a. (i) Giving more prominence to certain choices when asking the recipient of an online service for a decision.</u> <u>(ii) Making the procedure of terminating a service significantly more burdensome than signing up to it.'</u>		
Annex, point (3)				
128	(3) the following point 10a is inserted:	(3) the following point 10a is inserted:	(3) the following point 10a is inserted:	
Annex, point (3), amending provision, first paragraph				
129				

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	10a. Presenting requirements imposed by law on all products within the relevant product category on the Union market as a distinctive feature of the trader's offer.;	10a. Presenting requirements imposed by law on all products within the relevant product category on the Union market as a distinctive feature of the trader's offer.;	10a. Presenting requirements imposed by law on all products within the relevant product category on the Union market as a distinctive feature of the trader's offer.;	
129a		<u>(3a) the following point 13a is inserted:</u> <u>'13a. Any marketing of a good as being identical or seemingly identical to the other good marketed in one or various Member States, while those goods have different composition or characteristics which have not been clearly marked on the packaging, so as to be visible to the consumer.'</u>		
Annex, point (4)				
130	(4) the following points 23d to 23i are inserted:	(4) the following points 23d to 23i <u>23ib</u> are inserted:	(4) the following points 23d to 23i are inserted:	
Annex, point (4), amending provision, first paragraph				
131				

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	23d. Omitting to inform the consumer that a software update will negatively impact the use of goods with digital elements or certain features of those goods even if the software update improves the functioning of other features.	23d. Omitting to inform the consumer that a software update will negatively impact the use of goods with digital elements or certain features of those goods even if the software update improves the functioning of other features.	23d. Omitting to inform the consumer that a software update that the trader provides will negatively impact the use functioning of goods with digital elements or certain features of those goods even if the software update improves the functioning of other features digital content or digital services when the trader can be reasonably expected to know about such negative impact.	
131a		<u>23da. Omitting to inform the consumer in a clear and understandable manner that the functionality update is not necessary to keep the product in conformity.</u>		
Annex, point (4), amending provision, second paragraph				
132	23e. Omitting to inform the consumer about the existence of a feature of a good introduced to limit its durability.	23e. Omitting to inform the consumer about the existence of a feature <u>Introducing a feature to limit the durability</u> of a good introduced to limit its durability.	23e. Omitting to inform the consumer about the existence of a feature of a good Any commercial communication in relation to a good containing a feature introduced to limit its durability	

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			when the trader can be reasonably expected to know that the good contains such feature.	
132a		<u>23ea. Marketing a good without fixing a design issue, within a reasonable time after it became known, thus leading to the early failure of that good.</u>		
Annex, point (4), amending provision, third paragraph				
133	23f. Claiming that a good has a certain durability in terms of usage time or intensity when it does not.	23f. Claiming that a good has a certain durability in terms of usage time or intensity when it does not.	23f. Claiming that a good has a certain durability in terms of usage time or intensity and the trader can be reasonably expected to know that when it does not have this durability under normal conditions of use.	
Annex, point (4), amending provision, fourth paragraph				
134	23g. Presenting goods as allowing repair when they do not or omitting to inform the consumer that goods do not allow repair in accordance with legal requirements.	23g. Presenting goods as allowing <u>Marketing a good which does not allow</u> repair when they do not or omitting <u>in accordance with legal requirements or failing</u> to inform the consumer that goods do not allow repair in accordance	23g. Presenting goods as allowing repair when they do not or omitting to inform the consumer that goods do not allow repair in accordance with legal requirements.	

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		with legal requirements <u>a good is not repairable.</u>		
134a		<u>23ga. Omitting to inform the consumer about the unavailability of spare parts and other repair restrictions.</u>		
134b		<u>23gb. Omitting to inform the consumer that the trader will refuse to repair a product that has previously been repaired by an independent professional, a non-professional or a user.</u>		
Annex, point (4), amending provision, fifth paragraph				
135	23h. Inducing the consumer into replacing the consumables of a good earlier than for technical reasons is necessary.	23h. Inducing the consumer into <u>Marketing a good that requires</u> replacing the consumables of a good earlier than <u>necessary</u> for technical reasons is necessary .	23h. Inducing the consumer into replacing or replenishing the consumables of a good earlier than necessary for technical reasons is necessary .	
Annex, point (4), amending provision, sixth paragraph				
136	23i. Omitting to inform that a	23i. Omitting to inform that a	23i. Omitting to inform the	

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	good is designed to limit its functionality when using consumables, spare parts or accessories that are not provided by the original producer..	good <u>Marketing a product that</u> is designed to limit its functionality when using consumables, spare parts or accessories that are not provided by the original producer.:	consumer that a good is designed to limit its functionality when using consumables, spare parts or accessories that are not provided by the original producer- when the trader can be reasonably expected to know about such design limitations.	
136a		<u>23ia. The same producer or trader offering the same product with disadvantageous terms or a shorter period of commercial guarantee in one or more Member States resulting in a disadvantageous situation for consumers.</u>		
136b		<u>23ib. Marketing a good which is not compliant with the requirements under Union product legislation.'</u>		