



Council of the European Union
General Secretariat

Brussels, 23 January 2024

WK 1019/2024 INIT

LIMITE

**CONSOM
MI
COMPET
SUSTDEV**

**ENV
ENER
DIGIT
CODEC
IND**

This is a paper intended for a specific community of recipients. Handling and further distribution are under the sole responsibility of community members.

MEETING DOCUMENT

From: General Secretariat of the Council
To: Working Party on Consumer Protection and Information (Attachés)
Working Party on Consumer Protection and Information

Subject: Right to Repair - Working Party on Consumer Protection and Information
- 4-column table

Delegations will find attached the 4-column table after 9th technical meeting under the Belgian Presidency.

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

2023/0083(COD)

DRAFT [R2R - Draft after 9th technical meeting (23.01.2024)]

23-01-2024 at 16h29

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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
4	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,	Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,
Citation 2				
5	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,	Having regard to the proposal from the European Commission,
Citation 3				
6	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,	After transmission of the draft legislative act to the national parliaments,
Citation 4				
7	Having regard to the opinion of the European Economic and Social Committee ¹ , <u>1. OC J [...]</u>	Having regard to the opinion of the European Economic and Social Committee ¹ , <u>1. OC J [...]</u>	Having regard to the opinion of the European Economic and Social Committee ¹ , <u>1. OC J [...]</u>	Having regard to the opinion of the European Economic and Social Committee ¹ , <u>1. OC J [...]</u>
Citation 5				
8	Acting in accordance with the ordinary legislative procedure ¹ , <u>1. Position of the European Parliament of [...] (not yet published in the Official Journal) and decision of the Council of [...].</u>	Acting in accordance with the ordinary legislative procedure ¹ , <u>1. Position of the European Parliament of [...] (not yet published in the Official Journal) and decision of the Council of [...].</u>	Acting in accordance with the ordinary legislative procedure ¹ , <u>1. Position of the European Parliament of [...] (not yet published in the Official Journal) and decision of the Council of [...].</u>	Acting in accordance with the ordinary legislative procedure ¹ , <u>1. Position of the European Parliament of [...] (not yet published in the Official Journal) and decision of the Council of [...].</u>
Formula				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
9	Whereas:	Whereas:	Whereas:	Whereas:
Recital 1				
10	<p>(1) Directive (EU) 2019/771 of the European Parliament and of the Council¹ pursues the objective of improving the functioning of the internal market, while achieving a high level of consumer protection. In the context of the green transition, this Directive pursues the objective of improving the functioning of the internal market, while promoting more sustainable consumption, and thereby complements the objective pursued by Directive (EU) 2019/771.</p> <p>¹ Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).</p>	<p>(1) Directive (EU) 2019/771 of the European Parliament and of the Council¹ pursues the objective of improving the functioning of the internal market, while achieving a high level of consumer protection <i>as well as increased circularity within the economy</i>. In the context of the green transition, this Directive pursues the objective of improving the functioning of the internal market, while promoting more sustainable consumption, and thereby complements the objective pursued by Directive (EU) 2019/771.</p> <p>¹ Directive (EU) 2019/771 of the European Parliament and of the Council of 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>	<p>(1) Directive (EU) 2019/771 of the European Parliament and of the Council¹ pursues the objective of improving the functioning of the internal market, while achieving a high level of consumer protection. In the context of the green transition, this Directive pursues the objective of improving the functioning of the internal market, while promoting more sustainable consumption, and thereby complements the objective pursued by Directive (EU) 2019/771.</p> <p>¹ Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (OJ L 136, 22.5.2019, p. 28).</p>	
Recital 2				
11	(2) In order to achieve these objectives, and in particular to facilitate cross-border provision of	(2) In order to achieve these objectives, and in particular to facilitate cross-border provision of	(2) In order to achieve these objectives, and in particular to facilitate cross-border provision of	(2) In order to achieve these objectives, and in particular to facilitate cross-border provision of

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>services and competition among repairers of goods purchased by consumers in the internal market, it is necessary to lay down uniform rules promoting the repair of goods purchased by consumers within and beyond the liability of the seller established by Directive (EU) 2019/771. Member States have already taken or are considering to introduce rules promoting repair and reuse of goods purchased by consumers outside the existing liability of the seller established by Directive (EU) 2019/771. Differing mandatory national rules in this area constitute actual or potential obstacles to the functioning of the internal market, adversely affecting cross-border transactions of economic operators acting on that market. Those operators may have to adapt their services to comply with the different mandatory national rules and may be faced with additional transaction costs for obtaining the necessary legal advice on the requirements of the law of the Member State of the consumer's habitual residence, when applicable pursuant to Regulation (EC) 593/2008 of the European Parliament and of the Council¹, and to adapt their contracts for the provision of repair services accordingly. This will affect, in particular, small and medium sized</p>	<p>services and competition among repairers of goods purchased by consumers in the internal market, it is necessary to lay down uniform rules promoting the repair of goods purchased by consumers within and beyond the liability of the seller established by Directive (EU) 2019/771. Member States have already taken or are considering to introduce rules promoting repair and reuse of goods purchased by consumers outside the existing liability of the seller established by Directive (EU) 2019/771. Differing mandatory national rules in this area constitute actual or potential obstacles to the functioning of the internal market, adversely affecting cross-border transactions of economic operators acting on that market. Those operators may have to adapt their services to comply with the different mandatory national rules and may be faced with additional transaction costs for obtaining the necessary legal advice on the requirements of the law of the Member State of the consumer's habitual residence, when applicable pursuant to Regulation (EC) 593/2008 of the European Parliament and of the Council¹, and to adapt their contracts for the provision of repair services accordingly. This will affect, in particular, small and medium sized</p>	<p>services and competition among repairers of goods purchased by consumers in the internal market, it is necessary to lay down uniform rules promoting the repair of goods purchased by consumers within and beyond the liability of the seller established by Directive (EU) 2019/771. Member States have already taken or are considering to introduce rules promoting repair and reuse of goods purchased by consumers outside the existing liability of the seller established by Directive (EU) 2019/771. Differing mandatory national rules in this area constitute actual or potential obstacles to the functioning of the internal market, adversely affecting cross-border transactions of economic operators acting on that market. Those operators may have to adapt their services to comply with the different mandatory national rules and may be faced with additional transaction costs for obtaining the necessary legal advice on the requirements of the law of the Member State of the consumer's habitual residence, when applicable pursuant to Regulation (EC) 593/2008 of the European Parliament and of the Council¹, and to adapt their contracts for the provision of repair services accordingly. This will affect, in particular, small and medium sized</p>	<p>services and competition among repairers of goods purchased by consumers in the internal market, it is necessary to lay down uniform rules promoting the repair of goods purchased by consumers within and beyond the liability of the seller established by Directive (EU) 2019/771. Member States have already taken or are considering to introduce rules promoting repair and reuse of goods purchased by consumers outside the existing liability of the seller established by Directive (EU) 2019/771. Differing mandatory national rules in this area constitute actual or potential obstacles to the functioning of the internal market, adversely affecting cross-border transactions of economic operators acting on that market. Those operators may have to adapt their services to comply with the different mandatory national rules and may be faced with additional transaction costs for obtaining the necessary legal advice on the requirements of the law of the Member State of the consumer's habitual residence, when applicable pursuant to Regulation (EC) 593/2008 of the European Parliament and of the Council¹, and to adapt their contracts for the provision of repair services accordingly. This will affect, in particular, small and medium sized</p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>enterprises, mostly represented in the repair sector. Legal fragmentation may also negatively affect consumer confidence in cross-border repair due to uncertainties regarding factors which are important for the decision to repair goods.</p> <p>1. Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).</p>	<p>enterprises, mostly represented in the repair sector. Legal fragmentation may also negatively affect consumer confidence in cross-border repair due to uncertainties regarding factors which are important for the decision to repair goods.</p> <p>1. Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).</p>	<p>enterprises, mostly represented in the repair sector. Legal fragmentation may also negatively affect consumer confidence in cross-border repair due to uncertainties regarding factors which are important for the decision to repair goods.</p> <p>1. Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).</p>	<p>enterprises, mostly represented in the repair sector. Legal fragmentation may also negatively affect consumer confidence in cross-border repair due to uncertainties regarding factors which are important for the decision to repair goods.</p> <p>1. Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).</p>
Recital 3				
12	<p>(3) In order to reduce premature disposal of viable goods purchased by consumers and to encourage consumers to use their goods longer, it is necessary to set out rules on repair of such goods. Repair should result in more sustainable consumption, since it is likely to generate less waste caused by discarded goods, less demand for resources, including energy, caused by the process of manufacturing and sale of new goods replacing defective goods, as well as less greenhouse gas emissions. This Directive promotes sustainable consumption in view of achieving benefits for the environment while also producing benefits for consumers by avoiding costs</p>	<p>(3) In order to reduce premature disposal of viable goods purchased by consumers and to encourage consumers to use their goods longer, it is necessary to set out rules <u>strengthen consumers' right to repair, whereby consumers can seek quality and affordable repair from the provider of their choice</u> of such goods. Repair should result in more <u>sustainable consumption, respectful of planetary boundaries</u> since it is likely to generate less waste caused by discarded goods, less demand for resources, including energy, caused by the process of manufacturing and sale of new goods replacing defective goods, as well as less greenhouse gas emissions. This Directive promotes sustainable</p>	<p>(3) In order to reduce premature disposal of viable goods purchased by consumers and to encourage consumers to use their goods longer, it is necessary to set out rules on repair of such goods. Repair should result in more sustainable consumption, since it is likely to generate less waste caused by discarded goods, less demand for resources, including energy, caused by the process of manufacturing and sale of new goods replacing defective goods, as well as less greenhouse gas emissions. This Directive promotes sustainable consumption in view of achieving benefits for the environment while also producing benefits for consumers by avoiding costs</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	associated with new purchases in the short term.	consumption in view of achieving benefits for the environment, <i>by promoting a life cycle of products which include re-use, repair and refurbishment</i> , while also producing benefits for consumers by avoiding costs associated with new purchases in the short term.	associated with new purchases in the short term.	

Recital 4

13	(4) Regulation (EU)... of the European Parliament and of the Council [on the Ecodesign Sustainable Products] lays down, in particular, supply-side requirements pursuing the objective of more sustainable product design at the production phase. Directive (EU)... of the European Parliament and of the Council [on Empowering consumers for the green transition] lays down demand-side requirements ensuring the provision of better information on durability and reparability of goods at the point of sale, which should enable consumers to make informed sustainable purchasing decisions. This Directive complements those supply-side and demand-side requirements, by promoting repair and reuse in the after-sales phase both within and outside the liability of the seller established by Directive (EU) 2019/771. This Directive thus	(4) Regulation (EU)... of the European Parliament and of the Council [on the Ecodesign Sustainable Products] lays down, in particular, supply-side requirements pursuing the objective of more sustainable product design at the production phase. Directive (EU)... of the European Parliament and of the Council [on Empowering consumers for the green transition] lays down demand-side requirements ensuring the provision of better information on durability and reparability of goods at the point of sale, which should enable consumers to make informed sustainable purchasing decisions. This Directive complements those supply-side and demand-side requirements, by promoting repair and reuse in the after-sales phase both within and outside the liability of the seller established by Directive (EU) 2019/771. This Directive thus	(4) Regulation (EU)... of the European Parliament and of the Council [on the Ecodesign Sustainable Products] lays down, in particular, supply-side requirements pursuing the objective of more sustainable product design at the production phase. Directive (EU)... of the European Parliament and of the Council– [on Empowering consumers for the green transition] lays down demand-side requirements ensuring the provision of better information on durability and reparability of goods at the point of sale, which should enable consumers to make informed sustainable purchasing decisions. This Directive complements those supply-side and demand-side requirements, by promoting repair and reuse in the after-sales phase both within and outside the liability of the seller. In addition, Article 13 of established by Directive (EU)	
----	--	--	--	--

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	pursues the objectives, in the context of the European Green Deal, of promoting a more sustainable consumption, a circular economy and the green transition.	pursues the objectives, in the context of the European Green Deal, of promoting a more sustainable consumption, a circular economy and the green transition.	2019/771 is amended to promote repair within the liability of the seller. This Directive thus pursues the objectives, in the context of the European Green Deal, of promoting a more sustainable consumption, a circular economy and the green transition.	

Recital 4a

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

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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			where compatible with the obligations laid down in this Directive and other applicable Union law, to maintain or introduce provisions on other aspects of promoting the repair of goods which can complement the rules set in this Directive, for example regarding commercial guarantees, the existence of repair service centers or finance incentives to repair.	
Recital 5b				
R	14b		(5b) In order to fully exploit the benefits of this Directive, it should apply to all goods. However, the provisions concerning the obligations to repair and to inform as specified in this Directive should only apply to goods for which reparability requirements are provided for by Union legal acts, in order to strengthen consumer protection for specific categories of products.	R
Recital 6				
Y	15	(6) Reparability requirements should comprise all requirements under Union legal acts which ensure that goods can be repaired, including but not limited to requirements	(6) Reparability requirements should comprise all requirements under Union legal acts which ensure that goods can be repaired, including but not limited to	Y

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	under the ecodesign framework referred to in Regulation [on the Ecodesign for Sustainable Products], to cover a broad range of products as well as future developments in any other field of Union law.	requirements under the ecodesign framework referred to in Regulation [on the Ecodesign for Sustainable Products], to cover a broad range of products as well as future developments <i>in any other field of Union law.</i>	requirements under the ecodesign framework referred to in Regulation [on the Ecodesign for Sustainable Products], to cover a broad range of products as well as future developments in any other field of Union law.	
Recital 7				
16	(7) In order to help consumers identify and choose suitable repair services, consumers should receive key information on repair services. The European Repair Information Form should lay down key parameters that influence consumer decisions when considering whether to repair defective goods. This Directive should set out a model standardised format. A standardised format for presenting repair services should allow consumers to assess and easily compare repair services. Such standardised format should also facilitate the process of providing information on repair services, in particular for micro, small and medium sized businesses providing repair services. In order to avoid additional burdens due to overlapping pre-contractual information requirements, a repairer should be deemed to have fulfilled corresponding information requirements of relevant EU legal	(7) In order to help consumers identify and choose suitable repair services, consumers should receive key information on repair services. The European Repair Information Form should lay down key parameters that influence consumer decisions when considering whether to repair defective goods. This Directive should set out a model standardised format. A standardised format for presenting repair services should allow consumers to assess and easily compare repair services. Such standardised format should also facilitate the process of providing information on repair services, in particular for micro, small and medium sized businesses providing repair services. <i>In order to avoid additional burdens due to overlapping pre-contractual information requirements, a repairer should be deemed to have fulfilled corresponding information requirements of relevant EU legal</i>	(7) In order to help consumers identify and choose suitable repair services, consumers should receive key information on repair services. The European Repair Information Form should lay down key parameters that influence consumer decisions when considering whether to repair defective goods. This Directive should set out a model standardised format form . A standardised format form for presenting repair services should allow consumers to assess and easily compare repair services. Such standardised format form should also facilitate the process of providing information on repair services, in particular for micro, small and medium sized businesses providing repair services. In order to avoid overlapping pre-contractual information requirements, a repairer should be deemed to have fulfilled corresponding information	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>acts, where applicable, if the European Repair Information Form has been filled in correctly and provided to the consumer. Information in the European Repair Information Form should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882¹.</p> <p>¹ Directive 2019/882/EU of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70).</p>	<p>acts, where applicable, if the European Repair Information Form has been filled in correctly and provided to the consumer.</p> <p>Information in the European Repair Information Form should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882¹.</p> <p>¹ Directive 2019/882/EU of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70).</p>	<p>requirements of relevant EU legal acts, where applicable, if the European Repair Information Form has been filled in correctly and provided to the consumer. In addition to the mandatory conditions that should be specified on the European Repair Information Form, as a competitive advantage, the repairers should be able to voluntarily provide supplementary information for the consumer, such as concerning their adherence to applicable voluntary European or national repair quality standards or the possibility of deducting the possible costs for identifying the nature of the defect and the type of repair. Information in the European Repair Information Form should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882¹.</p> <p>¹ Directive 2019/882/EU of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70).</p>	
	Recital 8			
R	17	(8) The consumer's free choice to decide by whom to have its goods	(8) The consumer's free choice to decide by whom to have its goods	(8) The consumer's free choice to decide by whom to have its goods

Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
<p>repaired should be facilitated by requesting the European Repair Information Form not only from the producer, but also from the seller of the goods concerned or from independent repairers, where applicable. Repairers should provide the European Repair Information Form only where the consumer requests that form and the repairer intends to provide the repair service or it is obliged to repair. A consumer may also choose not to request the European Repair Information Form and to conclude a contract for the provision of repair services with a repairer pursuant to pre-contractual information provided by other means in accordance with Directive 2011/83/EU of the European Parliament and the Council.¹</p> <p><small>1. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (Text with EEA relevance) (OJ L 304, 22.11.2011, p. 64–88).</small></p>	<p>repaired should be facilitated by requesting a voluntary provision of the European Repair Information Form not only from by the producer, but also from the seller of the goods concerned or from independent repairers, where applicable. Repairers should provide the European Repair Information Form only where the consumer requests that form and the repairer intends to provide the repair service or it is obliged to repair voluntarily. A consumer may also choose not to request the European Repair Information Form and to conclude a contract for the provision of repair services with a repairer pursuant to pre-contractual information provided by other means in accordance with Directive 2011/83/EU of the European Parliament and the Council.¹</p> <p><small>1. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (Text with EEA relevance) (OJ L 304, 22.11.2011, p. 64–88).</small></p>	<p>repaired should be facilitated by requesting the European Manufacturers, authorised representatives, importers or distributors who have an obligation to repair Information Form not only from the producer, but also from the seller of the goods concerned or from independent repairers, and, where applicable. Repairers, subcontractors, should provide the European Repair Information Form only where upon the consumer’s request. Other repairers can also requests that form and the repairer intends to provide the European Repair service or it is obliged to repair. A Information Form voluntarily, or when the consumer may also choose not to request requests it. The European Repair Information Form and to conclude a contract for the provision of repair services with a repairer pursuant to pre-contractual information provided by other means in accordance with Directive 2011/83/EU of the European Parliament and the Council should be provided within a reasonable period of time, which should correspond to the shortest possible time necessary.¹</p> <p><small>1. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council</small></p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (Text with EEA relevance) (OJ L 304, 22.11.2011, p. 64–88).	
Recital 9				
18	<p>(9) There are situations in which a repairer incurs costs necessary for providing the information on repair and price included in the European Repair Information Form. For instance, the repairer may need to inspect the goods to be able to determine the defect or type of repair that is necessary, including the need for spare parts, and to estimate the repair price. In these cases, a repairer may only request a consumer to pay the costs that are necessary for providing the information included in the European Repair Information Form. In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about such costs before the consumer requests the provision of the European Repair Information Form. Consumers may refrain from requesting the European Repair Information Form where they consider that the costs for obtaining that form are too high.</p>	<p>(9) There are situations in which a repairer incurs costs necessary for providing the information on repair and price included in the European Repair Information Form. For instance, <u>Charging those costs should be limited to cases where</u> the repairer may need to inspect the goods to be able to determine the defect or type of repair that is necessary, including the need for spare parts, and to estimate the repair price. In these cases, a repairer may only request a consumer to pay the costs that are necessary for providing the<u>this</u> information included in the European Repair Information Form. <u>These costs must in no way constitute an obstacle to the rest of the repair process nor have a dissuasive effect on the repair in general.</u> In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about such costs before the consumer</p>	<p>(9) There are situations in which a repairer incurs costs necessary for providing the information on repair and price included in the European Repair Information Form. For instance, the repairer may need to inspect The European Repair Information Form should be provided free of charge. However, there are situations in which a repairer needs to perform a diagnostic service, i.e. inspecting the goods to be able to determine identify the nature of the defect or the type of repair. In that case the repairer should be able to request the consumer to pay the necessary costs the that is necessary, including the need for spare parts, and to estimate the repair price. In these cases, a repairer may only request a consumer to pay theincurs, including labour or transportation costs. Such costs that are necessary for providing the information included in the European Repair Information</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p>requests the provision of the European Repair Information Form. Consumers may refrain from requestingreceiving the European Repair Information Form where they consider that the costs for obtaining that form are too high.</p>	<p>Formshould be reasonable and proportionate to the real cost of the diagnostic service. In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about such costs before the consumer requestsdiagnostic service takes place and before the provision of the European Repair Information Form. Consumers may refrain from requesting the diagnostic service and the European Repair Information Form where they consider that the costs for obtaining that formthe diagnostic service are too high. If the consumer chooses to have the product repaired, the repairer should be able to deduct such costs from the price of the repair. This is without prejudice to Member States' rules on mandatory deduction of such costs. The deduction could be communicated through the European Repair Information Form.</p>	
Recital 10				
19	(10) Repairers should not alter the conditions of repair that they provide in the European Repair Information Form, including on the price for repair, for a certain period of time.	(10) Repairers should not alter the conditions of repair that they provide in the European Repair Information Form, including on the price for repair, for a certain period of time.	(10) Repairers should not alter the conditions of repair that they provide in the European Repair Information Form, including on the price for repair, for a certain minimum period	

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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>(10a) In order to safeguard the obligation to repair, manufacturers, authorised representatives, importers or distributors and, where applicable, subcontractors, should be obliged to repair if the consumer accepts the conditions provided in the European Repair Information Form. Member States should provide for proportionate and effective remedies for consumers where the repairer does not perform the repair service after the consumer accepted the European Repair Information Form provided by the repairer. Such remedies can include a reimbursement of the cost paid for the diagnostic service.</p>	
Recital 11				
20	<p>(11) Directive (EU) 2019/771 imposes an obligation on sellers to repair goods in the event of a lack of conformity which existed at the time that the goods were delivered and which becomes apparent within the liability period. Under that Directive, consumers are not entitled to have defects repaired which fall outside that obligation. As a consequence, a large number of defective, but otherwise viable, goods are</p>	<p>(11) Directive (EU) 2019/771 imposes an obligation on sellers to repair goods in the event of a lack of conformity which existed at the time that the goods were delivered and which becomes apparent within the liability period. Under that Directive, consumers are not entitled to have defects repaired which fall outside that obligation. As a consequence, a large number of defective, but otherwise viable, goods are</p>	<p>(11) Directive (EU) 2019/771 imposes an obligation on sellers to repair goods in the event of a lack of conformity which existed at the time that the goods were delivered and which becomes apparent within the liability period. Under that Directive, consumers are not entitled to have defects repaired which fall outside that obligation. As a consequence, a large number of defective, but otherwise viable, goods are</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
	<p>prematurely discarded. In order to encourage consumers to repair their good in such situations, this Directive should impose an obligation on producers to repair goods to which reparability requirements imposed by Union legal acts apply. That repair obligation should be imposed, upon the consumer's request, on the producers of such goods, since they are the addressees of those reparability requirements. That obligation should apply to producers established both inside and outside the Union in relation to goods placed on the Union market.</p>	<p>prematurely discarded. In order to encourage consumers to repair their good in such situations, this Directive should impose an obligation on producers to repair goods to which reparability requirements imposed by Union legal acts apply <u>that are listed in Annex II to this Directive</u>. That repair obligation should be imposed, upon the consumer's request, on the producers of such goods, since they are the addressees of those reparability requirements. That obligation should apply to producers established both inside and outside the Union in relation to goods placed on the Union market. <u>However, the obligation for repair should be proportionate and take into account the availability of spare parts for the lifetime of the product. Spare parts should at least be made available for the time period set out in Union acts. Furthermore, this Directive should not put into question the economic freedom of choice for producers to stop manufacturing a product.</u></p>	<p>prematurely discarded. In order to encourage consumers to repair their good in such situations, this Directive should impose an obligation on producers manufacturers to repair goods to which reparability requirements imposed by Union legal acts apply. That repair obligation should be imposed, upon the consumer's request, on the producers manufacturers of such goods, since they are the addressees of those reparability requirements. That obligation should apply to producers manufacturers established both inside and outside the Union in relation to goods placed on the Union market.</p>		
Recital 12					
R	21	<p>(12) Since the obligation to repair imposed on producers under this Directive covers defects that are not due to the non-conformity of the</p>	<p>(12) Since the obligation to repair imposed on producers under this Directive covers defects that are not due to the non-conformity of the</p>	<p>(12) Since the obligation to repair imposed on producers manufacturers under this Directive covers defects that are not</p>	R

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


	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u><i>offer a loan of a replacement or refurbished good for the duration of the repair, which is expected to be returned once the consumer receives the repaired good.</i></u>	guaranteed durability of goods.	
Recital 13				
22	(13) Producers may fulfil their obligation to repair by sub-contracting repair, for instance, if the producer does not have the repair infrastructure or if repair can be carried out by a repairer located closer to the consumer, among others where the producer is established outside the Union.	(13) Producers may fulfil their obligation to repair by sub-contracting repair, for instance, if the producer does not have the repair infrastructure. <u><i>To prevent unnecessary shipping costs and emissions, the repair should be carried out as close as possible to the consumer. Thus, the</i></u> or if repair can be carried out by a repairer located closer to the consumer, among others <u><i>in particular in those instances</i></u> where the producer is established outside the Union.	(13) Producers Manufacturers and, where applicable, authorised representatives, importers and distributors, may fulfil their obligation to repair by sub-contracting repair, for instance, if the producer does they do not have the repair infrastructure or if repair can be carried out by a repairer located closer to the consumer. However, they should remain liable for the obligation to repair, among others where the producer is established outside the Union.	
Recital 14				
23	(14) The requirements laid down in delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council ¹ , according to which producers should provide access to spare parts, repair and maintenance	(14) The requirements laid down in delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council ¹ , according to which producers should provide access to spare parts, repair and maintenance	(14) The requirements laid down in delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council ¹ , according to which manufacturers are to producers should provide access to spare parts,	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>information or any repair related software tools, firmware or similar auxiliary means, apply. Those requirements ensure the technical feasibility of repair, not only by the producer, but also by other repairers. As a consequence, the consumer can select a repairer of its choice.</p> <p>1. Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of ecodesign requirements for energy-related products (recast) (Text with EEA relevance) (OJ L 285, 31.10.2009, p. 10–35).</p>	<p>information or any repair related software tools, firmware or similar auxiliary means, apply. Those requirements ensure the technical feasibility of repair, not only by the producer, but also by other repairers. As a consequence, the consumer can select <u>To complement those measures, access for independent repairers, remanufacturers, refurbishers and end-users to all spare parts, all related information and tools, including diagnostic tools, should be provided at a reasonable cost and in a non-discriminatory manner, for a period corresponding to at least the expected lifespan of the product. Consequently, this should ensure competition and benefit consumers with better services and lower prices when selecting</u> a repairer of its choice <u>or where capable, carry out the repair on its own. Complexity and safety of the repair is linked with the type of device. Where it could be reasonably foreseen that the performance of repair by the average consumer could lead to safety hazard or requires advanced tools, the producers should explicitly warn the consumer.</u></p> <p>1. Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of ecodesign requirements for energy-related products (recast) (Text with EEA relevance)</p>	<p>repair and maintenance information or any repair related software tools, firmware or similar auxiliary means, apply. Those requirements ensure the technical feasibility of repair, not only by the producer manufacturer, but also by other repairers. As a consequence, the repairers and, where applicable, consumers will have access to spare parts and repair-related information and tools in accordance with the Union legal acts and the consumer will have a wider choice of repairers or, where applicable, the possibility to repair by themselves can select a repairer of its choice.</p> <p>1. Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of ecodesign requirements for energy-related products (recast) (Text with EEA relevance) (OJ L 285, 31.10.2009, p. 10–35).</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		(OJ L 285, 31.10.2009, p. 10–35).		
Recital 15				
24	<p>(15) The obligation to repair should also be effective in cases where the producer is established outside the Union. In order to enable consumers to turn to an economic operator established within the Union to perform this obligation, this Directive foresees a sequence of alternative economic operators required to perform the obligation to repair of the producer in such cases. This should enable producers located outside the Union to organise and perform their obligation to repair within the Union.</p>	<p>(15) The obligation to repair should also be effective in cases where the producer is established outside the Union. In order to enable consumers to turn to an economic operator established within the Union to perform this obligation, this Directive foresees a sequence of alternative economic operators required to perform the obligation to repair of the producer in such cases. <u>Because of their role in the supply chain of goods to consumers, fulfilment service providers should also be covered by this Directive.</u> This should enable<u>prevent</u> <u>situations where no economic operator is established in the Union to fulfil the repair obligation.</u> Producers located<u>established</u> outside the Union to<u>should</u> organise and perform their obligation to repair within the Union.</p>	<p>(15) The obligation to repair should also be effective in cases where the producer<u>manufacturer</u> is established outside the Union. In order to enable consumers to turn to an economic operator established within the Union to perform this obligation, this Directive foresees a sequence of alternative economic operators required to perform the obligation to repair of the producer<u>manufacturer</u> in such cases. This should enable producers<u>manufacturers</u> located outside the Union to organise and perform their obligation to repair within the Union.</p>	
Recital 16				
25	<p>(16) To avoid overburdening producers and to ensure they are able to perform their obligation to repair, that obligation should be limited to those products for which and to the</p>	<p>(16) To avoid overburdening producers and to ensure they are able to perform their obligation to repair, that obligation should be limited<u>to</u> established for those products for</p>	<p>(16) To avoid overburdening producers<u>manufacturers</u> and to ensure they are able to perform their obligation to repair, that obligation should be limited to those products</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>extent any reparability requirements are provided for in Union legal acts. Reparability requirements do not oblige producers to repair defective goods, but ensure that goods are repairable. Such reparability requirements can be laid down in relevant Union legal acts. Examples are delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council¹, which create a framework to improve the environmental sustainability of products. This limitation of the obligation to repair ensures that only those goods which are repairable by design are subject to such obligation. Relevant reparability requirements include design requirements enhancing the ability to disassemble the goods and a range of spare parts to be made available for a minimum period. The obligation to repair corresponds to the scope of the reparability requirements, for instance, ecodesign requirements may apply only to certain components of the goods or a specific period of time may be set to make spare parts available. The obligation to repair under this Directive, which allows the consumer to claim repair directly</p>	<p>which and to the extent any reparability requirements are provided for in Union legal acts <u>and for other repairable products, including bicycles</u>. Reparability requirements do not oblige producers to repair defective goods, but ensure that goods are repairable. Such reparability requirements can be laid down in relevant Union legal acts. Examples are delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council¹, which create a framework to improve the environmental sustainability of products. This limitation of the obligation to repair ensures that only those goods which are repairable by design are subject to such obligation. Relevant reparability requirements include design requirements enhancing the ability to disassemble the goods and a range of spare parts to be made available for a minimum period. The obligation to repair corresponds to the scope of the reparability requirements, for instance, ecodesign requirements may apply only to certain components of the goods or a specific period of time may be set to make spare parts available. The obligation to repair</p>	<p>for which and to the extent any reparability requirements are provided for in Union legal acts. Reparability requirements do not oblige producers manufacturers to repair defective goods, but ensure that goods are repairable. Such reparability requirements can be laid down in relevant Union legal acts. Examples are delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council¹, which create a framework to improve the environmental sustainability of products. This limitation of the obligation to repair ensures that only those goods which are repairable by design are subject to such obligation. Relevant reparability requirements include design requirements enhancing the ability to disassemble the goods and a range of spare parts to be made available for a minimum period. The obligation to repair corresponds to the scope of the reparability requirements, for instance, ecodesign requirements may apply only to certain components of the goods or a specific period of time may be set to make spare parts available. The obligation to repair under this Directive, which allows the</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>against the producer in the after-sales phase, complements the supply-side related reparability requirements laid down in Regulation [on the Ecodesign Sustainable Products], encouraging consumer demand for repair.</p> <p>1. Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of ecodesign requirements for energy-related products (recast).</p>	<p>under this Directive, which allows the consumer to claim repair directly against the producer in the after-sales phase, complements the supply-side related reparability requirements laid down in Regulation [on the Ecodesign Sustainable Products], encouraging consumer demand for repair.</p> <p>1. Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of ecodesign requirements for energy-related products (recast).</p>	<p>consumer to claim repair directly against the producer manufacturer in the after-sales phase, complements the supply-side related reparability requirements laid down in Regulation [on the Ecodesign Sustainable Products], encouraging consumer demand for repair.</p> <p>1. Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of ecodesign requirements for energy-related products (recast).</p>	
Recital 16a				
25a		<p><u><i>(16a) By 5 years after the entry into force of this Directive, the Commission should carry out an evaluation of this Directive and assess its contribution, and in particular Articles 5, 9a and 12, to the proper functioning of the internal market, the high level of consumer protection and the improvement of the environmental sustainability of products, as well as their impact on businesses, in particular micro, small and medium enterprises. With regards to Article 7 it should evaluate and assess the effectiveness of online platforms for repair based on data from individual Member States, containing information on the</i></u></p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>number of active repair service providers, consumers and the number of transactions performed. The Commission should draw up a report on the main findings and submit it to the European Parliament, the Council, the European Economic and Social Committee, and the Committee of the Regions. Member States should provide the Commission with the information necessary for the preparation of that report. The report should be accompanied, where appropriate, by a legislative proposal.</u></p>		

Recital 17

26	<p>(17) To ensure legal certainty, this Directive lists in Annex II relevant product groups covered by such reparability requirements under Union legal acts. In order to ensure coherence with future reparability requirements under Union legal acts, the power to adopt acts in accordance with Article 290 of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of in particular adding new product groups to Annex II when new reparability requirements are adopted. It is of particular importance that the Commission</p>	<p>(17) To ensure legal certainty, this Directive lists in Annex II relevant product groups <u>for the repair obligation under this Directive or that are</u> covered by such reparability requirements under Union legal acts <u>as well as other reparable goods, including bicycles</u>. In order to ensure coherence with future reparability requirements under Union legal acts <u>market and legislative developments</u>, the power to adopt acts in accordance with Article 290 of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of in</p>	<p>(17) To ensure legal certainty, this Directive lists in Annex II relevant product groups covered by such reparability requirements under Union legal acts. In order to ensure coherence with future reparability requirements under Union legal acts, the power to adopt acts in accordance with Article 290 of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of in particular adding new product groups to Annex II when new reparability requirements are adopted. It is of particular importance that the Commission</p>	
----	---	--	---	--

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>carry out appropriate consultations during its preparatory work, including at expert level, and that those consultations be conducted in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making¹. In particular, to ensure equal participation in the preparation of delegated acts, the European Parliament and the Council should receive all documents at the same time as Member States' experts, and their experts systematically should have access to meetings of Commission expert groups dealing with the preparation of delegated acts.</p> <p>¹. Interinstitutional Agreement between the European Parliament, the Council of the European Union and the European Commission on Better Law-Making (OJ L 213,12.5.2016, p. 1).</p>	<p>particular adding new product groups to Annex II, <u>for instance</u> when new reparability requirements are adopted. <u>When adding new product groups to the Annex II the Commission should conduct an impact assessment, in particular when the addition is undertaken independent of other acts under Union law.</u> It is of particular importance that the Commission carry out appropriate consultations during its preparatory work, including at expert level, and that those consultations be conducted in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making¹. In particular, to ensure equal participation in the preparation of delegated acts, the European Parliament and the Council should receive all documents at the same time as Member States' experts, and their experts systematically should have access to meetings of Commission expert groups dealing with the preparation of delegated acts.</p> <p>¹. Interinstitutional Agreement between the European Parliament, the Council of the European Union and the European Commission on Better Law-Making (OJ L 213,12.5.2016, p. 1).</p>	<p>carry out appropriate consultations during its preparatory work, including at expert level, and that those consultations be conducted in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making¹. In particular, to ensure equal participation in the preparation of delegated acts, the European Parliament and the Council should receive all documents at the same time as Member States' experts, and their experts systematically should have access to meetings of Commission expert groups dealing with the preparation of delegated acts.</p> <p>¹. Interinstitutional Agreement between the European Parliament, the Council of the European Union and the European Commission on Better Law-Making (OJ L 213,12.5.2016, p. 1).</p>	
Recital 18				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
27	<p>(18) While this Directive imposes the obligation to repair on the producer, it also facilitates consumer choice of repair services from other repairers. This choice should in particular be facilitated by requesting the European Repair Information Form not only from the producer but also other repairers like the seller or independent repairers or by searching via the online repair platform. As consumers would need to pay for the repair, they are likely to compare repair opportunities in order to choose the most suitable repair services for their needs. Thus, it is likely they approach independent repairers in their proximity or the seller before reaching out to producers which may for instance be located at a greater distance and for which the price could be higher due to transportation costs.</p>	<p>(18) While this Directive imposes the obligation to repair on the producer, it also facilitates consumer choice of repair services from other repairers. This choice should in particular be facilitated by requesting the European Repair Information Form not only from the producer but also other repairers like the seller or independent repairers or by searching via the online repair platform. As consumers would need to pay for the repair, they are likely to compare repair opportunities in order to choose the most suitable repair services for their needs. Thus, it is likely they approach independent repairers in their proximity or the seller before reaching out to producers which may for instance be located at a greater distance and for which the price could be higher due to transportation costs.</p>	<p>(18) While this Directive imposes the obligation to repair on the producermanufacturer, it also facilitates consumer choice of repair services from other repairers. This choice should in particular be facilitated by requestingcomparing the European Repair Information Form provided by not only from the producerthe manufacturer but also otherby repairers like the seller or independent repairers or by searching via the online repair platform. As consumers would need to pay for the repair, they are likely to compare repair opportunities in order to choose the most suitable repair services for their needs. Thus, it is likely they approach independent repairers in their proximity or the seller before reaching out to producersmanufacturers which may for instance be located at a greater distance and for which the price could be higher due to transportation costs.</p>	
Recital 19				
28	<p>(19) In line with Directive (EU) 2019/771, a producer should be exempted from the obligation to repair where repair is factually or legally impossible. For example, the</p>	<p>(19) In line with Directive (EU) 2019/771, a producer should be exempted from the obligation to repair where repair is factually or legally impossible. For example, the</p>	<p>(19) In line with Directive (EU) 2019/771, a producermanufacturer should be exempted from the obligation to repair where repair is factually or legally impossible. For</p>	

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

Recital 20

29	<p>(20) In order to increase the consumer awareness on the availability of repair and thus its likelihood, producers should inform consumers of the existence of that obligation. The information should mention the relevant goods covered by that obligation, together with an explanation that and to what extent repair is provided for those goods, for instance through sub-contractors. That information should be easily accessible to the consumer and</p>	<p>(20) In order to increase the consumer awareness on the availability of repair and thus its likelihood, producers or sellers should inform consumers of the existence of that obligation. The information should mention the relevant goods covered by that obligation, together with an explanation that and to what extent repair is provided for those goods, for instance through sub-contractors. That information should be easily</p>	<p>(20) In order to increase the consumer awareness on the availability of repair and thus its likelihood, producersmanufacturers and, where applicable, authorised representatives, importers and distributors, should inform consumers by making available information on their obligation to repair and their repair services. The information should be available at least during the entire duration of the existence of that</p>	
----	---	--	--	--

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	provided in a clear and comprehensible manner, without the need for the consumer to request it, and in line with the accessibility requirements of Directive 2019/882. The producer is free to determine the means through which it informs the consumer.	accessible to the consumer and provided in a clear and comprehensible manner, without the need for the consumer to request it, and in line with the accessibility requirements of Directive 2019/882. The producer is <u>or where relevant the seller are</u> free to determine the means through which it informs the consumer, <u>for example through means at the point of sale in a visible and prominent way.</u>	obligation obligation to repair, which could be understood as starting from the moment of placing on the market until the expiry of the reparability requirements. The information should mention the relevant goods covered by that obligation, together with an explanation that and to what extent repair is provided for those goods, for instance through sub-contractors. That information should be easily accessible to the consumer and provided in a clear and comprehensible manner, without the need for the consumer to request it, and in line with the accessibility requirements of Directive 2019/882. The producer manufacturer is free to determine the means through which it informs the consumer, such as a website or the Digital Product Passport.	
Recital 21				
30	(21) In order to encourage repair, Member States should ensure that for their territory at least one online platform exists which enables consumers to search for suitable repairers. That platform may be an existing or privately operated platform, if it meets the conditions laid down in this Directive. That platform should include user-	(21) In order to encourage repair, Member States should ensure that for their territory at least one online platform exists which enables consumers to search for suitable repairers. That platform may be an existing or privately operated platform, if it meets the conditions laid down in this Directive. <u>If such an online platform does not exist,</u>	(21) In order to encourage repair, a European Online Platform should be created. The Commission should develop a common online interface for the European Online Platform which would contain national sections managed by the Member States and, where Member States establish a national platform, include links to	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>friendly and independent comparison tools which assist consumers in assessing and comparing the merits of different repair service providers, thereby incentivising consumers to choose repair instead of buying new goods. While that platform aims at facilitating the search for repair services in business-to-consumer relationships, Member States are free to extend its scope also to include business-to-business relationships as well as community-led repair initiatives.</p>	<p><u><i>Member States should seek to create one in collaboration with the involved economic operators.</i></u> That platform should include user-friendly and independent comparison tools which assist consumers in assessing and comparing the merits of different repair service providers, thereby incentivising consumers to choose repair instead of buying new goods. While that platform aims at facilitating the search for repair services in business-to-consumer relationships, Member States are free to extend its scope also to include business-to-business relationships as well as community-led repair initiatives.</p>	<p>these national platforms. The Commission should ensure that for their territory at least one be responsible for ensuring the IT maintenance of the European Online Platform exists which enables and respond to IT-related queries from the users. The European Online Platform should be accessible for free for consumers. Where Member States consider it necessary, they can set out conditions for accessing the national sections, such as meeting criteria on professional qualifications or showing adherence to applicable voluntary European or national repair quality standards. The European Online to search for suitable repairers. That Platform may be an existing or privately operated platform, if it meets the should be able to facilitate other types of complementary market-based instruments, like community-led repair initiatives. The national conditions laid down in this Directive. That for accessing the national section of the European Online Platform should include user friendly and independent comparison tools which assist consumers in assessing and comparing the merits of different repair service providers, thereby incentivising consumers to choose</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>repair instead of buying new goods. While that platform aims at facilitating the search for repair services in business-to-consumer relationships, must be non-discriminatory and in accordance with Union law. In particular, all repairers should be able to access the national sections upon request if they fulfil the applicable requirements, such as professional qualifications. Member States that choose to set conditions in their national sections should benefit from six additional months to make their national section operational. It should be left to Member States' discretion how to populate the national sections, for instance by self-registration or by importing in bulk data from existing databases with the consent of the repairers or by making registration subject to prior approval. Member States should use the common online interface for their national sections. However, to take into account that some Member States are free to extend its scope also to include business-to-business relationships have invested resources in developing their own platforms to promote repair and not to create excessive administrative burden, as well as community-led to allow for</p>	

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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Recital 22			<p>include sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment.</p>	
31	<p>(22) Member States should ensure that all economic operators that may provide repair services in the Union have easy access to the online platform. Member States should be free to decide which repairers can register on the online platform as long as access to that platform is reasonable and non-discriminatory for all repairers in accordance with Union law. Enabling repairers from one Member State to register on the online platform in another Member State in order to provide repair services in areas that the consumer searched for should support the cross-border provision of repair services. It should be left to Member States' discretion how to populate the online platform, for instance by self-registration or extraction from existing databases with the consent of the repairers, or if registrants should pay a registration fee covering the costs for operating the platform. To guarantee a wide choice of repair services on the online platform, Member States should ensure that access to the</p>	<p>(22) Member States should ensure that all economic operators that may provide repair services in the Union have easy access to the online platform. Member States should be free to decide which repairers can register on the online platform as long as access to that platform is reasonable and non-discriminatory for all repairers in accordance with Union law. Enabling repairers from one Member State to register on the online platform in another Member State in order to provide repair services in areas that the consumer searched for should support the cross-border provision of repair services. It should be left to Member States' discretion how to populate the online platform, for instance by self-registration or extraction from existing databases with the consent of the repairers, or if registrants should pay a registration fee covering the costs for operating the platform. To guarantee a wide choice of repair services on the online platform, Member States should ensure that access to the</p>	<p>(22) Member States should ensure that all economic operators that may provide repair services in the Union have easy access to the online platform. Member States should be free to decide which repairers can register on the online platform as long as access to that platform is reasonable and non-discriminatory for all repairers in accordance with Union law. Enabling repairers from one Member State to register on the online platform in another Member State in order to provide repair services in areas that the consumer searched for should support the cross-border provision of repair services. It should be left to Member States' discretion how to populate the online platform, for instance by self-registration or extraction from existing databases with the consent designate a representative to be part of an expert group established by the Commission with regard to the design and functioning of the repairers, or if registrants should pay a registration fee covering the costs for operating</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>online platform is not limited to a specific category of repairers. While national requirements, for instance, on the necessary professional qualifications, continue to apply, Member States should ensure that the online platform is open to all repairers that fulfil those requirements. Member States should also be free to decide whether and to what extent community-led repair initiatives, such as repair cafés, may register on the online platform, taking account of safety considerations where relevant. Registration on the online platform should always be possible upon repairers' request, provided they fulfil the applicable requirements to access the online platform.</p>	<p>online platform is not limited to a specific category of repairers. While national requirements, for instance, on the necessary professional qualifications, continue to apply, Member States should ensure that the online platform is open to all repairers that fulfil those requirements. Member States should also be free to decide whether and to what extent community-led repair initiatives, such as repair cafés, may register on the online platform, taking account of safety considerations where relevant. Registration on the online platform should always be possible upon repairers' request, provided they fulfil the applicable requirements to access the online platform.</p>	<p>the platform. To guarantee a wide choice of repair services on theEuropean Online Platform, Member States should ensure that access to the online platform is not limited to a specific category of repairers. While national requirements, for instance, on the necessary professional qualifications, continue to apply, Member States should ensure that the online platform is open to all repairers that fulfil those requirements.in order to facilitate coordination between the Commission and the Member States should also be free to decide whether and to what extent community-led repair initiatives, such as repair cafés, may register on the online platform, taking account of safety considerations where relevant. Registration on the online platform should always be possible upon repairers' request, provided they fulfil the applicable requirements to access the online platform.</p>	
Recital 22a				
31a			<p>(22a) Member States should also designate national contact points responsible for tasks in relation to the management of their national section. National contact points or</p>	


	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>any other body the Member State designates can, where in accordance with Union law, carry out surveillance on the data contained in the national section aimed at detecting, identifying and removing non-valid information.</p>	
Recital 23				
32	<p>(23) Member States should ensure that consumers have easy access to the online platform allowing them to find suitable repair services for their defective goods. The online platform should also be accessible to vulnerable consumers, including persons with disabilities, in accordance with applicable Union law relating to accessibility.</p>	<p>(23) Member States should ensure that consumers have easy access to the online platform allowing them to find suitable repair services for their defective goods. The online platform should also be accessible to vulnerable consumers, including persons with disabilities, in accordance with applicable Union law relating to accessibility.</p>	<p>(23) Member States The European Commission should ensure that consumers have easy access to the European Online Platform provides easy and free of charge access to consumers. The European The Online Platform allowing them should also allow consumers to find suitable repair services for their defective goods and, where applicable, sellers of goods that have been subject to refurbishment or purchasers of defective goods for refurbishment. Consumers should be able to use search functions in order to filter by different features like product categories, availability of temporary replacement goods, quality indicators and any repair condition, including location of the repairer and the possibility of cross border provision of services. The European The Online Platform should also be accessible to vulnerable consumers, including persons with disabilities, in</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			accordance with applicable Union law relating to accessibility.	
Recital 24				
33	<p>(24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the online platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in question, in particular the average time to complete repair, the availability of temporary replacement goods, the place where the consumer hands over the goods for repair and the availability of ancillary services. Repairers should be encouraged to regularly update their information on the online platform. In order to build consumer confidence in the repair services available on the online platform, repairers should be able to demonstrate their adherence to certain repair standards.</p>	<p>(24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the online platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in question, in particular the average time to complete repair, the availability of temporary replacement goods, the place where the consumer hands over the goods for repair and the availability of ancillary services. Repairers should be encouraged to regularly update their information on the online platform. In order to build consumer confidence in the repair services available on the online platform, repairers should be able to demonstrate their adherence to certain repair standards.</p>	<p>(24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the European Online Platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in question, in particular the average time to complete repair, the availability of temporary replacement goods, the place where the consumer hands over the goods for repair– and the availability of ancillary services. Repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment should be encouraged to regularly update their information on the European Online Platform. In order to build consumer confidence in the repair services available on the European Online Platform, repairers should be able to demonstrate their adherence to certain repair standards.</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Recital 25				
34	<p>(25) In order to facilitate obtaining the European Repair Information Form, the online platform should include the possibility for consumers to directly request that form from the repairer through the online platform. This possibility should be displayed in a prominent manner on the online platform. To create awareness of national online repair platforms and to facilitate access to such platforms across the Union, Member States should ensure that their online platforms are accessible through relevant national webpages connected to the Single Digital Gateway established by Regulation (EU) 2018/1724 of the European Parliament and of the Council¹. To raise consumer awareness of the online platform, Member States should undertake appropriate steps, for instance sign-post the online platform on related national websites or carry out communication campaigns.</p> <p>¹. Regulation (EU) 2018/1724 of the European Parliament and of the Council of 2 October 2018 establishing a single digital gateway to provide access to information, to procedures and to assistance and problem-solving services and amending Regulation (EU) No 1024/2012 (OJ L 295, 21.11.2018, p. 1).</p>	<p>(25) In order to facilitate obtaining the European Repair Information Form, the online platform should include the possibility for consumers to directly request that form from the repairer through the online platform. This possibility should be displayed in a prominent manner on the online platform. To create awareness of national online repair platforms and to facilitate access to such platforms across the Union, Member States should ensure that their online platforms are accessible through relevant national webpages connected to the Single Digital Gateway established by Regulation (EU) 2018/1724 of the European Parliament and of the Council¹. <u>Member States should communicate to the Commission the link of existing</u> To raise consumer awareness of the online platform, Member States should undertake appropriate steps, for instance sign-post the <u>platforms for repair in their territory within 12 months after entry into force of this Directive and the link of every new online platform</u> on related national websites or carry out communication campaigns <u>for repair within 14 working days of their launch. The Commission should keep a publicly available and easily accessible and</u></p>	<p>(25) In order to facilitate obtaining the European Repair Information Form, the European Online Platform should include the possibility for consumers to directly request that form from the repairer through the European Online Platform. This possibility should be displayed in a prominent manner on the European Online Platform. To createraise consumer awareness of national online repair platforms and to facilitate access to such platforms across the Union, Member States should ensure that theirthe European Online platforms are accessible through relevant national webpages connected to the Single Digital Gateway established by Regulation (EU) 2018/1724 of the European Parliament and of the Council¹. To raise consumer awareness of the online platform, Platform, the Commission and the Member States should undertake appropriate steps, for instance sign-post the European Online Platform on related national websites or carry out communication campaigns.</p> <p>¹. Regulation (EU) 2018/1724 of the European Parliament and of the Council of 2 October 2018 establishing a single digital gateway to provide access to information, to procedures and to assistance and problem-solving services and amending Regulation</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>machine-readable database of online platforms for repair registered within the Member States.</u></p> <p>1. Regulation (EU) 2018/1724 of the European Parliament and of the Council of 2 October 2018 establishing a single digital gateway to provide access to information, to procedures and to assistance and problem-solving services and amending Regulation (EU) No 1024/2012 (OJ L 295, 21.11.2018, p. 1).</p>	<p>(EU) No 1024/2012 (OJ L 295, 21.11.2018, p. 1).</p>	
Recital 25a				
34a		<p><u>(25a) To raise consumer awareness of the online platform for repair, Member States should take appropriate steps, for instance signposting the online platform on related national websites or carrying out communication campaigns. Economic operators or online platforms allowing long-distance contracts should also take appropriate steps to inform consumers about the online platform for repair, for instance, by sending the consumer the link or advertising it in store. Methods to raise awareness shall take into account and be accessible for consumers with low literacy and digital skills.</u></p>		
Recital 26				


	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
35	(26) In order to promote sustainable consumption of goods in situations outside the liability of the seller, the online platform should also promote goods subject to refurbishment as an alternative to repair or to buying new goods. To that end, the online platform should include a functionality allowing consumers to find sellers of goods subject to refurbishment or businesses buying defective goods for refurbishment purposes, in particular by enabling a search function per product category. Such sellers of goods subject to refurbishment or purchasers of defective goods for refurbishment should have access to the platform based on the same principles and technical specifications applicable to the repair functionality.	(26) In order to promote sustainable consumption of goods in situations outside the liability of the seller, the online platform should also promote goods subject to refurbishment as an alternative to repair or to buying new goods. To that end, the online platform should include a functionality allowing consumers to find sellers of goods subject to refurbishment or businesses buying defective goods for refurbishment purposes, in particular by enabling a search function per product category. Such sellers of goods subject to refurbishment or purchasers of defective goods for refurbishment should have access to the platform based on the same principles and technical specifications applicable to the repair functionality.	(26) In order to promote sustainable consumption of goods in situations outside the liability of the seller, the online platform should also promote goods subject to refurbishment as an alternative to repair or to buying new goods. To that end, the online platform should include a functionality allowing consumers to find sellers of goods subject to refurbishment or businesses buying defective goods for refurbishment purposes, in particular by enabling a search function per product category. Such sellers of goods subject to refurbishment or purchasers of defective goods for refurbishment should have access to the platform based on the same principles and technical specifications applicable to the repair functionality.	
Recital 26a				
35a		<u><i>(26a) As a clear majority of Union citizens prefer having a good repaired rather than buying a new one^{1a}, all consumers should have the means to have their goods repaired outside of the legal guarantee period. This would not only serve the Green Transition but support European businesses as well. In this regard, Member States</i></u>		<u><i>(26a) CONS proposal: The measures referred to in Article 9a, paragraph 1 can, for example, take the form of repair vouchers, repair funds, information campaigns, supporting or creating local or regional repair platforms, organising or financing of training programs to acquire special skills in repair, fiscal measures, non-</i></u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>should develop financial incentives to promote repair. In many Member States such measures already exist in the form of national repair funds or repair vouchers. In order to support the Member States further in promoting repair the Commission should consider proposing an amendment to the Council to extend the scope of point (19) of Annex III to Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax to other product categories, at least to those mentioned in Annex II to this Directive. This could create more coherence between the product categories foreseen in Annex II to this Directive and the Annex III of the Council Directive 2006/112/EC. This could enable all consumers to have their goods repaired rather than buying a replacement. In addition, Member States should pay particular attention to micro, small and medium sized enterprises as their businesses are a vital part of the repair chain. Member States should report to the Commission the measures taken, and the Commission should make the measures publicly available.</u></p> <p><u>1a. See Flash Eurobarometer 388 report of June 2014 entitled 'Attitudes of Europeans towards waste management and resource</u></p>		<p><u>financial measures: e.g. support to community led repair initiatives through direct means like providing space for repair laboratories or meeting places, for instance in community or cultural centres. Those measures can be taken at a national, regional or local level. In the context of fiscal measures, it is worth recalling that under Annex III of Council Directive 2006/112/EC on the common system of value added tax, Member States can opt to provide for a reduced VAT rate regarding (19): "supply of repairing services of household appliances, shoes and leather goods, clothing and household linen (including mending and alteration)"</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>efficiency</u>		
Recital 26b				
R	35b	<u>(26b) It is necessary that Member States lay down penalties for infringements of this Directive and ensure that they are enforced. The penalties should be effective, proportionate and dissuasive.</u>		
Recital 27				
Y	36	(27) The Commission should enable the development of a voluntary European quality standard for repair services, for instance by encouraging and facilitating voluntary cooperation on a standard between businesses, public authorities and other stakeholders or by issuing a standardisation request to the European standardisation organisations. A European standard for repair services could boost consumer trust in repair services across the Union. Such standard could include aspects influencing consumer decisions on repair, such as the time to complete repair, the availability of temporary replacement goods, quality assurances such as a commercial guarantee on repair, and the availability of ancillary services such	(27) The Commission should enable the development of a voluntary European quality standard for repair services, for instance by encouraging and facilitating voluntary cooperation on a standard between businesses, public authorities and other stakeholders, <u>such as independent and community repair providers</u> , or by issuing a standardisation request to the European standardisation organisations. A European standard for repair services could boost consumer trust in repair services across the Union. Such standard could include aspects influencing consumer decisions on repair, such as the time to complete repair, the availability of temporary replacement goods, quality assurances such as a commercial	(27) The Commission should enable the development of a voluntary European quality standard for repair services, for instance by encouraging and facilitating voluntary cooperation on a standard between businesses, public authorities and other stakeholders or by issuing a standardisation request to the European standardisation organisations. A European quality standard for repair services could boost consumer trust in repair services across the Union. Such standard could include aspects influencing consumer decisions on repair, such as the time to complete repair, the availability of temporary replacement goods, quality assurances such as a commercial guarantee on repair, and the availability of ancillary services such


	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	as removal, installation and transportation offered by repairers.	guarantee on repair, and the availability of ancillary services such as removal, installation and transportation offered by repairers.	as removal, installation and transportation offered by repairers.	
Recital 27a				
36a			(27a) The enforcement provisions set out in this Directive are without prejudice to Directive (EU)2020/1828.	
Recital 28				
37	(28) In order to promote repair within the liability of the seller as established in Directive (EU) 2019/771, the harmonised conditions under which the choice between the remedies of repair and replacement can be exercised should be adapted. The principle established in Directive (EU) 2019/771 to use the consideration whether the remedy chosen would impose costs on the seller that are disproportionate as compared to the other remedy, as one of the criteria to determine the applicable remedy, should be maintained. The consumer remains entitled to choose repair over replacement, unless repair would be impossible or it would impose disproportionate costs on the seller as compared to replacement.	(28) In order to promote repair within the liability of the seller as established in Directive (EU) 2019/771, the harmonised conditions under which the choice between the remedies of repair and replacement can be exercised should be adapted. The principle established in Directive (EU) 2019/771 to use the consideration whether the remedy chosen would impose costs on the seller that are disproportionate as compared to the other remedy, as one of the criteria to determine the applicable remedy, should be maintained. The consumer remains entitled to choose repair over replacement, unless repair would be <i>impossible or it would impose disproportionate costs on the seller as compared to</i>	(28) In order to promote repair within the liability of the seller as established in Directive (EU) 2019/771, the harmonised conditions under which the choice between the remedies of repair and replacement can be exercised should be adapted. The principle established in, to the benefit of consumers and the protection of the environment, Directive (EU) 2019/771 to use the consideration whether the remedy chosen would impose costs on the seller that are disproportionate as compared to the other remedy, as one of the criteria to determine the applicable remedy, should be amended. The consumer remains entitled to choose between repair and replacement. However, the Directive introduces a new	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>However, where the costs for replacement are higher than or equal to the costs of repair, the seller should always repair the goods. Hence, the consumer is entitled to choose replacement as a remedy only where it is cheaper than repair. Directive (EU) 2019/771 should therefore be amended accordingly.</p>	<p>replacement<u>factually or legally impossible</u>. However, where the costs for replacement are higher than or equal to the costs of repair, the seller should always repair the goods, <u>unless the repair would create significant inconvenience to the consumer. Situations where the repair would create significant inconvenience to the consumer should be considered on a case-by-case basis while taking into account the nature of the goods and the purpose for which the consumer required the goods. In that respect, the Court of Justice of the European Union has established that a significant inconvenience to the</u> the <u>Hence, the consumer could be understood as a burden that is likely to deter the average consumer from asserting his rights. In this context, this is especially the case where the consumer has a valid interest for non-interrupted use of the goods, and a temporary replacement cannot be provided or cannot be provided in good time or would not be adequate to the consumer's needs, thereby dissuading the consumer from repairing the goods. Significant inconvenience can also be assumed</u>is entitled to choose replacement as a remedy only where it is cheaper than<u>the goods have already undergone repair measures</u></p>	<p>obligation to inform. In particular, the seller should be maintained. inform the consumer remains entitledabout their right to choose repair over replacement, unlessbetween repair would be impossible or it would impose disproportionate costs on the seller as compared to replacement. However, where the costs for replacement are higher than or equal to the costs of and replacement as well as the extension of the liability period if they choose repair, thus raising awareness about both alternatives and the advantage of choosing repair, the seller should always repair the goods. Hence, the consumer is entitled to choose replacement as a remedy only where it is cheaper than repair. Directive (EU) 2019/771 should therefore be amended accordingly. This information requirement and the extension of the liability period should encourage sustainable consumption and contribute to a circular economy.</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><i>to meet the conformity standards and the goods subsequently require repair after a short period of time due to a lack of conformity, thereby damaging confidence in the reparability of the goods and dissuading the consumer from exercising his right to repair. Furthermore, in situations where a repair does not lead to bringing the good in conformity, the principles established by Directive 2019/771 should apply. This should prevent situations where a consumer faces consecutive repairs for the same defect of the same good.</i> Directive (EU) 2019/771 should therefore be amended accordingly.</p>		
Recital 28a				
37a		<p><i>(28a) To support consumers and incentivise repair, the seller should, depending on the specificities of the relevant product-category, loan the consumer a replacement product, if the repair was not completed within a reasonable period of time. This replacement product can also be a refurbished good but should be temporarily loaned to the consumer without cost. Furthermore, the seller should undertake the repair within a reasonable period of time.</i></p>	<p>(28a) As a way to incentivise consumers to choose repair to bring goods into conformity within the liability of the seller, and therefore to promote repair, where the consumer chooses repair as the remedy to bring the goods into conformity, the liability period should be extended by six months, therefore adding it to the remaining liability period of the product. The extension should apply once. However, Member States can further incentivise repair by providing for additional</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>extensions of the liability of the seller if repair takes place again. Member States can also introduce or maintain rules to extend the liability of the seller in case of repair for periods longer than six months. In line with Directive (EU) 2019/771, where the extension of the liability period applies, the seller should be liable for any lack of conformity which exists at the time when the goods were delivered and which becomes apparent within the remaining liability period of the product, which includes the extension. The extension of the liability period is without prejudice to consumers rights provided in Article 13(4) of Directive (EU) 2019/771. This Directive is without prejudice to Member States introducing or maintaining provisions which provide for a longer extension of the liability period only for repaired parts in accordance with Directive (EU) 2019/771. Taking into account the flexibility provided by Directive (EU) 2019/771, Member States which do not provide for fixed time limits for the liability of the seller or only provide a limitation period for the remedies should ensure that the liability of the seller in the event of repair is at least equivalent to two years and six months,</p>	

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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
37c		<p><u><i>(28c) Consumers choosing repair as the remedy to have the goods brought in conformity should be allowed to choose between the seller or the producer to have the goods being brought into conformity. When consumers choose that the product should be brought into conformity by the producer, a direct producer liability should be established for the repair of products. In such a case, the producer should repair the product to remedy the non-conformity. Producers should try to react swiftly with their assessment if the product can be repaired. If repair is impossible the producer should assess the situation and solve it in a convenient way for the consumer, for instance by getting in touch with the initial seller and the consumer. To avoid the same repair for the same defect by the seller in such a case, the seller should be discharged from his liability for that defect and once successfully repaired by the producer, the good should be regarded as being in conformity. No other rights of the consumer under Directive (EU) 2019/771 should be affected by this producer liability in case of repair as remedy to a non-conformity.</i></u></p>		

Recital 28d

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
R	37d	<u>(28d) In order to incentivise consumers to opt for repair, the commercial guarantee should not contain any terms that would discourage consumers from making use of its right to repair a good that is not in conformity.</u>	PUBLIC	
Recital 29				
G	38	(29) In order to enable the enforcement of the rules set out in this Directive by means of representative actions, an amendment of Annex I to Directive (EU) 2020/1828 of the European Parliament and of the Council ¹⁶ is necessary. For competent authorities designated by their Member States to cooperate and coordinate actions with each other and with the Commission in order to enforce compliance with the rules set out in this Directive, an amendment of the Annex to Regulation 2017/2394 of the European Parliament and of the Council ¹⁷ is necessary.	(29) In order to enable the enforcement of the rules set out in this Directive by means of representative actions, an amendment of Annex I to Directive (EU) 2020/1828 of the European Parliament and of the Council ¹⁶ is necessary. For competent authorities designated by their Member States to cooperate and coordinate actions with each other and with the Commission in order to enforce compliance with the rules set out in this Directive, an amendment of the Annex to Regulation 2017/2394 of the European Parliament and of the Council ¹⁷ is necessary.	(29) In order to enable the enforcement of the rules set out in this Directive by means of representative actions, an amendment of Annex I to Directive (EU) 2020/1828 of the European Parliament and of the Council ¹⁶ is necessary. For competent authorities designated by their Member States to cooperate and coordinate actions with each other and with the Commission in order to enforce compliance with the rules set out in this Directive, an amendment of the Annex to Regulation 2017/2394 of the European Parliament and of the Council ¹⁷ is necessary.
Recital 30				
R	39	(30) In order to allow economic operators to adapt, transitional provisions concerning the application of some Articles of this	(30) In order to allow economic operators to adapt, transitional provisions concerning the application of some Articles of this	(30) In order to allow economic operators to adapt, transitional provisions concerning the application of some Articles of this

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>Directive should be introduced. Thus, the obligations to repair and to provide related information on this obligation should apply to contracts for the provision of repair services after [24 months after the entry into force]. The amendment to Directive (EU) 2019/771 should apply only to sales contracts concluded after [24 months after the entry into force] to ensure legal certainty and to provide sellers with sufficient time to adapt to the amended remedies of repair and replacement.</p>	<p>Directive should be introduced. Thus, the obligations to repair and to provide related information on this obligation should apply to contracts for the provision of repair services after [2418 months after the entry into force]. The amendment to Directive (EU) 2019/771 should apply only to sales contracts concluded after [2418 months after the entry into force] to ensure legal certainty and to provide sellers with sufficient time to adapt to the amended remedies of repair and replacement.</p>	<p>Directive should be introduced. Thus, the obligations to repair and to provide related information on this obligation should apply to contracts for the provision of repair services after [24 months after the entry into force]. The amendment to Directive (EU) 2019/771 should apply only to sales contracts concluded after [24 + 6 months after the entry into force] to ensure legal certainty and to provide sellers with sufficient time to adapt to the amended remedies of repair and replacement.</p>	

Recital 31

40	<p>(31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents¹⁸, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified.</p>	<p>(31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents¹⁸, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified.</p>	<p>(31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents¹⁸, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified.</p>	<p>(31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents¹⁸, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified.</p>
----	---	---	---	---

Recital 32

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
41	<p>(32) Promoting the repair of goods purchased by consumers, with a view to contributing to the proper functioning of the internal market while providing for a high level of environmental and consumer protection, cannot be sufficiently achieved by the Member States. Emerging national mandatory rules promoting sustainable consumption by way of repair of defects outside the scope of Directive (EU) 2019/771 are likely to diverge and lead to fragmentation of the internal market. Member States may not amend the fully harmonised rules concerning defects within the liability of the seller set out in Directive (EU) 2019/771. The objective of this Directive can rather, by reason of its scale and effects, better be achieved at Union level through fully harmonised common rules promoting repair within and outside the liability of the seller established in Directive (EU) 2019/771. The Union may therefore adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve this objective.</p>	<p>(32) Promoting the repair of goods purchased by consumers, with a view to contributing to the proper functioning of the internal market while providing for a high level of environmental and consumer protection, cannot be sufficiently achieved by the Member States. Emerging national mandatory rules promoting sustainable consumption by way of repair of defects outside the scope of Directive (EU) 2019/771 are likely to diverge and lead to fragmentation of the internal market. Member States may not amend the fully harmonised rules concerning defects within the liability of the seller set out in Directive (EU) 2019/771. The objective of this Directive can rather, by reason of its scale and effects, better be achieved at Union level through fully harmonised common rules promoting repair within and outside the liability of the seller established in Directive (EU) 2019/771. The Union may therefore adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve this objective.</p>	<p>(32) Promoting the repair of goods purchased by consumers, with a view to contributing to the proper functioning of the internal market while providing for a high level of environmental and consumer protection, cannot be sufficiently achieved by the Member States. Emerging national mandatory rules promoting sustainable consumption by way of repair of defects outside the scope of Directive (EU) 2019/771 are likely to diverge and lead to fragmentation of the internal market. Member States may not amend the fully harmonised rules concerning defects within the liability of the seller set out in Directive (EU) 2019/771. The objective of this Directive can rather, by reason of its scale and effects, better be achieved at Union level through fully harmonised common rules promoting repair within and outside the liability of the seller established in Directive (EU) 2019/771. The Union may therefore adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve this objective.</p>	<p>(32) Promoting the repair of goods purchased by consumers, with a view to contributing to the proper functioning of the internal market while providing for a high level of environmental and consumer protection, cannot be sufficiently achieved by the Member States. Emerging national mandatory rules promoting sustainable consumption by way of repair of defects outside the scope of Directive (EU) 2019/771 are likely to diverge and lead to fragmentation of the internal market. Member States may not amend the fully harmonised rules concerning defects within the liability of the seller set out in Directive (EU) 2019/771. The objective of this Directive can rather, by reason of its scale and effects, better be achieved at Union level through fully harmonised common rules promoting repair within and outside the liability of the seller established in Directive (EU) 2019/771. The Union may therefore adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve this objective.</p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Recital 33				
42	<p>(33) This Directive respects the fundamental rights and freedoms and seeks to ensure full respect in particular for Articles 16, 26, 37, 38 and 47 of Charter of Fundamental Rights of the European Union. It contributes to an improvement of the quality of the environment in accordance with Article 37 of the Charter of Fundamental Rights of the European Union by promoting sustainable consumption of goods and thereby reducing negative environmental impacts from premature disposal of viable goods. This Directive ensures full respect for Article 38 on consumer protection by enhancing consumer rights relating to defects that occur or become apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771. It also ensures respect for the freedom to conduct a business in accordance with Article 16 of the Charter of Fundamental Rights of the European Union by safeguarding contractual freedom and encouraging the development of repair services in the internal market. This Directive contributes to the integration of persons with disabilities in accordance with</p>	<p>(33) This Directive respects the fundamental rights and freedoms and seeks to ensure full respect in particular for Articles 16, 26, 37, 38 and 47 of Charter of Fundamental Rights of the European Union. It contributes to an improvement of the quality of the environment in accordance with Article 37 of the Charter of Fundamental Rights of the European Union by promoting sustainable consumption of goods and thereby reducing negative environmental impacts from premature disposal of viable goods. This Directive ensures full respect for Article 38 on consumer protection by enhancing consumer rights relating to defects that occur or become apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771. It also ensures respect for the freedom to conduct a business in accordance with Article 16 of the Charter of Fundamental Rights of the European Union by safeguarding contractual freedom and encouraging the development of repair services in the internal market. This Directive contributes to the integration of persons with disabilities in accordance with</p>	<p>(33) This Directive respects the fundamental rights and freedoms and seeks to ensure full respect in particular for Articles 16, 26, 37, 38 and 47 of Charter of Fundamental Rights of the European Union. It contributes to an improvement of the quality of the environment in accordance with Article 37 of the Charter of Fundamental Rights of the European Union by promoting sustainable consumption of goods and thereby reducing negative environmental impacts from premature disposal of viable goods. This Directive ensures full respect for Article 38 on consumer protection by enhancing consumer rights relating to defects that occur or become apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771. It also ensures respect for the freedom to conduct a business in accordance with Article 16 of the Charter of Fundamental Rights of the European Union by safeguarding contractual freedom and encouraging the development of repair services in the internal market. This Directive contributes to the integration of persons with disabilities in accordance with</p>	<p>(33) This Directive respects the fundamental rights and freedoms and seeks to ensure full respect in particular for Articles 16, 26, 37, 38 and 47 of Charter of Fundamental Rights of the European Union. It contributes to an improvement of the quality of the environment in accordance with Article 37 of the Charter of Fundamental Rights of the European Union by promoting sustainable consumption of goods and thereby reducing negative environmental impacts from premature disposal of viable goods. This Directive ensures full respect for Article 38 on consumer protection by enhancing consumer rights relating to defects that occur or become apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771. It also ensures respect for the freedom to conduct a business in accordance with Article 16 of the Charter of Fundamental Rights of the European Union by safeguarding contractual freedom and encouraging the development of repair services in the internal market. This Directive contributes to the integration of persons with disabilities in accordance with</p>


	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 26 the Charter of Fundamental Rights of the European Union by facilitating accessibility to the online platform for persons with disabilities. This Directive seeks to ensure full respect for Article 47 on the right to an effective remedy and to a fair trial through effective means of enforcement.	Article 26 the Charter of Fundamental Rights of the European Union by facilitating accessibility to the online platform for persons with disabilities. This Directive seeks to ensure full respect for Article 47 on the right to an effective remedy and to a fair trial through effective means of enforcement.	Article 26 the Charter of Fundamental Rights of the European Union by facilitating accessibility to the online platform for persons with disabilities. This Directive seeks to ensure full respect for Article 47 on the right to an effective remedy and to a fair trial through effective means of enforcement.	Article 26 the Charter of Fundamental Rights of the European Union by facilitating accessibility to the online platform for persons with disabilities. This Directive seeks to ensure full respect for Article 47 on the right to an effective remedy and to a fair trial through effective means of enforcement.
Formula				
43	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:	HAVE ADOPTED THIS DIRECTIVE:
Article 1				
44	Article 1 Subject matter, purpose and scope	Article 1 Subject matter, purpose and scope	Article 1 Subject matter, purpose and scope	Article 1 Subject matter, purpose and scope
Article 1(1)				
45	1. This Directive lays down common rules promoting the repair of goods, with a view to contributing to the proper functioning of the internal market, while providing for a high level of consumer and environmental protection.	1. This Directive lays down common rules <i>promoting the strengthening the right to</i> repair of goods <i>for consumers</i> , with a view to contributing to the proper functioning of the internal market, while providing for a high level of consumer and environmental protection.	1. This Directive lays down common rules promoting the repair of goods, with a view to contributing to the proper functioning of the internal market, while providing for a high level of consumer and environmental protection.	1. <u>EP proposal 22/01/2024:</u> This Directive lays down common rules <i>promoting strengthening the provisions related to</i> the repair of goods, with a view to contributing to the proper functioning of the internal market, while providing for a high level of consumer and environmental protection.
Article 1(2)				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
46	2. This Directive shall apply to the repair of goods purchased by consumers in the event of a defect of the goods that occurs or becomes apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771.	2. This Directive shall apply to the repair of goods purchased by consumers in the event of a defect of the goods that occurs or becomes apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771.	2. This Directive shall apply to the repair of goods purchased by consumers in the event of a defect of the goods that occurs or becomes apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771.	2. This Directive shall apply to the repair of goods purchased by consumers in the event of a defect of the goods that occurs or becomes apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771.
Article 1(2a)				
46a			2a. Articles 5 and 6 shall only apply to goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II.	<u>2a. EP proposal:</u> <u>Articles 5 and 6 shall only apply to goods listed in Annex II whether or not reparability requirements for those goods are provided by Union legal acts.</u>
Article 2				
47	Article 2 Definitions	Article 2 Definitions	Article 2 Definitions	Article 2 Definitions
Article 2, first paragraph				
48	For the purpose of this Directive, the following definitions apply:	For the purpose of this Directive, the following definitions apply:	For the purpose of this Directive, the following definitions apply:	For the purpose of this Directive, the following definitions apply:
Article 2, first paragraph, point (1)				
49	1. ‘consumer’ means a consumer as defined in Article 2, point (2) of	1. ‘consumer’ means a consumer as defined in Article 2, point (2) of	1. ‘consumer’ means a consumer as defined in Article 2, point (2) of	1. ‘consumer’ means a consumer as defined in Article 2, point (2) of

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Directive (EU) 2019/771;	Directive (EU) 2019/771;	Directive (EU) 2019/771;	Directive (EU) 2019/771;
Article 2, first paragraph, point (1a)				
49a		<u>(1a) 'repair' means returning a defective product or waste to a condition where it fulfils its intended use;</u>		deleted accept PCY proposal line 50b
Article 2, first paragraph, point (2)				
50	2. 'repairer' means any natural or legal person who, related to that person's trade, business, craft or profession, provides a repair service, including producers and sellers that provide repair services and repair service providers whether independent or affiliated with such producers or sellers;	2. 'repairer' means any natural or legal person who, related to that person's trade, business, craft or profession, provides a repair service, including producers and sellers that provide repair services and repair service providers whether independent <u>repairers, professional repairers</u> or affiliated with such producers or sellers;	2. 'repairer' means any natural or legal person who, related to that person's trade, business, craft or profession, provides a repair service, including producers <u>manufacturers</u> and sellers that provide repair services and repair service providers whether independent or affiliated with such producers <u>manufacturers</u> or sellers;	2. 'repairer' means any natural or legal person who, related to that person's trade, business, craft or profession, provides a repair service, including producers <u>manufacturers</u> and sellers that provide repair services and repair service providers whether independent or affiliated with such producers <u>manufacturers</u> or sellers; Change from producers to manufacturers is horizontal throughout the text
Article 2, first paragraph, point (2a)				
50a		<u>(2a) 'independent operator' means a natural or legal person, other than an authorised representative, seller or repairer, who is directly or indirectly involved in the repair and maintenance of the good, and</u>		deleted

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

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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>1a. Directive 97/67/EC of the European Parliament and of the Council of 15 December 1997 on common rules for the development of the internal market of Community postal services and the improvement of quality of service (OJ L 15, 21.1.1998, p. 14).</u></p> <p><u>1b. Regulation (EU) 2018/644 of the European Parliament and of the Council of 18 April 2018 on cross-border parcel delivery services (OJ L 112, 2.5.2018, p. 19).</u></p>		
Article 2, first paragraph, point (7)				
55	7. ‘distributor’ means distributor as defined in Article 2, point (45), of Regulation [on the Ecodesign for Sustainable Product];	7. ‘distributor’ means distributor as defined in Article 2, point (45), of Regulation [on the Ecodesign for Sustainable Product];	7. ‘distributor’ means distributor as defined in Article 2, point (45), of Regulation [on the Ecodesign for Sustainable Product];	7. ‘distributor’ means distributor as defined in Article 2, point (45), of Regulation [on the Ecodesign for Sustainable Product];
Article 2, first paragraph, point (8)				
56	8. ‘goods’ means goods as defined in Article 2, point (5), of Directive (EU) 2019/771 except water, gas and electricity;	8. ‘goods’ means goods as defined in Article 2, point (5), of Directive (EU) 2019/771 except water, gas and electricity;	8. ‘goods’ means goods as defined in Article 2, point (5), of Directive (EU) 2019/771 except water, gas and electricity;	8. ‘goods’ means goods as defined in Article 2, point (5), of Directive (EU) 2019/771 except water, gas and electricity;
Article 2, first paragraph, point (9)				
57	9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the Ecodesign for Sustainable Products];	9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the Ecodesign for Sustainable Products];	9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the Ecodesign for Sustainable Products];	9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the Ecodesign for Sustainable Products];
Article 2, first paragraph, point (10)				
58				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	10. ‘reparability requirements’ mean requirements under the Union legal acts listed in Annex II which enable a product to be repaired including requirements to improve its ease of disassembly, access to spare parts, and repair-related information and tools applicable to products or specific components of products;	10. ‘reparability requirements’ mean requirements under the Union legal acts listed in Annex II which enable a product to be repaired including requirements to improve its ease of disassembly, access to spare parts, and repair-related information and tools applicable to products or specific components of products;	10. ‘reparability requirements’ mean means requirements under the Union legal acts listed in Annex II which enable a product to be repaired including requirements to improve its ease of disassembly, access to spare parts, and repair-related information and tools applicable to products or specific components of products;	10. ‘reparability requirements’ mean means requirements under the Union legal acts listed in Annex II which enable a product to be repaired including requirements to improve its ease of disassembly, access to spare parts, and repair-related information and tools applicable to products or specific components of products;
Article 2, first paragraph, point (10a)				
58a			(10a) ‘durable medium’ means durable medium as defined in Article 2, point (11), of Directive (EU) 2019/771.	<u>(10a) ‘durable medium’ means durable medium as defined in Article 2, point (11), of Directive (EU) 2019/771.</u>
Article 3				
59	Article 3 Level of harmonisation	Article 3 Level of harmonisation	Article 3 Level of harmonisation	Article 3 Level of harmonisation
Article 3, first paragraph				
60	Member States shall not maintain or introduce in their national law provisions diverging from those laid down in this Directive.	Member States shall not maintain or introduce in their national law provisions diverging from those laid down in this Directive.	Member States shall not maintain or introduce in their national law provisions diverging from those laid down in this Directive.	Member States shall not maintain or introduce in their national law provisions diverging from those laid down in this Directive.
Article 4				
61	Article 4	Article 4	Article 4	Article 4

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	European Repair Information Form	European Repair Information Form	European Repair Information Form	European Repair Information Form
Article 4(1)				
62	<p>1. Member States shall ensure that, before a consumer is bound by a contract for the provision of repair services, the repairer shall provide the consumer, upon request, with the European Repair Information Form set out in Annex I on a durable medium within the meaning of Article 2 (11) of Directive 2019/771/EU.</p>	<p>1. Member States shall ensure that, before a consumer is bound by a contract for the provision of repair services, the repairer shall Repairers may provide the consumer, upon request, with the European Repair Information Form set out in Annex I to this Directive on a durable medium within the meaning of Article 2 (11) of Directive 2019/771/EU. In such cases, producers or the relevant economic operator under Article 5 of this Directive shall provide the repairer in a clear manner with information necessary for the repairer to complete the European Repair Information Form.</p>	<p>1. Member States shall ensure that the manufacturers, authorised representatives, importers or distributors who have an obligation to repair by virtue of Article 5 or, where applicable, their subcontractors, before a consumer is bound by a contract for the provision of repair services, the repairer shall provide the consumer, upon request, with the European Repair Information Form set out in Annex I. The European Repair Information Form shall be provided on a durable medium and within a reasonable period of time from the request and before the consumer is bound by a contract for the provision of repair services the meaning of Article 2 (11) of Directive 2019/771/EU.</p>	<p>1. Member States shall ensure that, before a 1. Repairers may provide the consumer is bound by a contract for the provision of with the <u>European Repair services, the repairer shall provide the consumer, upon request, with Information Form set out in Annex I to this Directive.</u> The European Repair Information Form set out in Annex I shall be provided on a durable medium and within the meaning of Article 2 (11) of Directive 2019/771/EU a reasonable period of time from the request and before the consumer is bound by a contract for the provision of repair services.</p> <p>in recital emphasize the added value of this voluntary form to comply w/ information requirements under the CRD (recital 8)</p> <p>Tech meeting 22/02: EP will send proposal for recital.</p>
Article 4(2)				
63	<p>2. Repairers other than those obliged to repair by virtue of Article</p>	<p><i>deleted</i></p>	<p>2. Repairers other than those obliged to repair by virtue of Article</p>	<p><i>deleted</i></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	5 shall not be obliged to provide the European Repair Information Form where they do not intend to provide the repair service.		5 shall not be obliged to provide referred to in the first paragraph may offer the European Repair Information Form where they do not intend to provide the repair service voluntarily or may provide it upon the consumer's request.	
Article 4(2a)				
63a			2a. The European Repair Information Form shall be provided free of charge.	<p><u>2a. The European Repair Information Form shall be provided free of charge.</u></p> <p>Tech meeting 08/01: EP can provisionally accept it pending agreement on previous lines</p>
Article 4(3), first subparagraph				
64	3. The repairer may request the consumer to pay the necessary costs the repairer incurs for providing the information included in the European Repair Information Form.	<p>3. The repairer may request the consumer to pay the necessary costs <u>Where a physical examination including an on-site assessment of the product is required for estimating the price of repair,</u> the repairer incurs for providing the information included in the European Repair Information Form <u>may request the consumer to pay the necessary costs involved for such physical examination.</u></p>	3. The repairer may request the consumer to pay the necessary costs the repairer incurs for providing the information included in the European Repair Information Form. By way of derogation from paragraph 2a, where a diagnostic service is needed to identify the nature of the defect and the type of repair, the repairer may request the consumer to pay the necessary costs for this service.	<p>3. <u>By way of derogation from paragraph 2, where a diagnostic service, including a physical or remote examination, is needed to identify the nature of the defect, the type of repair and to estimate the price of repair,</u> The repairer may request the consumer to pay the necessary costs the repairer incurs for providing the information included in the European Repair Information Form <u>may request the consumer to pay the necessary costs for this service.</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			PUBLIC	<p>CONS: accepts the EP proposed text "By way of derogation from paragraph 2, where a diagnostic service, including a physical or remote examination, is needed to identify the nature of the defect and the type of repair, the repairer may request the consumer to pay the necessary costs for this service."</p> <p>Tech meeting 16/01: EP to redraft on the basis of the Council suggestion and check internally.</p>
Article 4(3), second subparagraph				
65	Without prejudice to Directive 2011/83/EU, the repairer shall inform the consumer about the costs referred to in the first subparagraph before the consumer requests the provision of the European Repair Information Form.	Without prejudice to Directive 2011/83/EU, the repairer shall inform the consumer about the costs referred to in the first subparagraph before the consumer requests the provision of the European Repair Information Form.	Without prejudice to Directive 2011/83/EU, the repairer shall inform the consumer about the costs referred to in the first subparagraph before the consumer requests the provision of the European Repair Information Form diagnostic service.	<p>Without prejudice to Directive 2011/83/EU, the repairer shall inform the consumer about the costs referred to in the first subparagraph before the consumer requests the provision of the European Repair Information Form diagnostic service.</p> <p>Tech meeting 08/01: EP can provisionally accept it pending agreement on previous lines</p>
Article 4(4)				
66	4. The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner:	4. The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner:	4. The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner:	4. The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner:

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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<i>total or, if the price or any of its subparts</i> cannot reasonably be calculated in advance, the manner in which the price is to be calculated <i>and the maximum price for the repair;</i>		
Article 4(4), point (f)				
72	(f) the estimated time needed to complete the repair;	(f) the estimated time needed to complete the repair;	(f) the estimated -time needed to complete the repair;	(f) the estimated -time needed to complete the repair; Tech meeting 08/01: elaborate further on the "estimated" in recitals. Tech meeting 22/01: EP will send a proposal for recital 7
Article 4(4), point (g)				
73	(g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;	(g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;	(g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;	(g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;
Article 4(4), point (h)				
74	(h) the place where the consumer hands over the goods for repair,	(h) the place where the consumer hands over the goods for repair,	(h) the place where the consumer hands over the goods for repair,	(h) the place where the consumer hands over the goods for repair,
Article 4(4), point (i)				
75				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	(i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the costs of those services, if any, for the consumer;	(i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the costs of those services, if any, for the consumer;	(i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the detailed costs of those services, if any, for the consumer;	(i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the <i>detailed</i> costs of those services, if any, for the consumer; Tech meeting 16/01: to elaborate further on a recital the issue of "detailed" Tech meeting 22/01: EP will send proposal for recital 7
Article 4(4), point (ia)				
6	75a	<i>(ia) additional information provided voluntarily by the repairer.</i>		deleted
Article 4(4), point (ib)				
6	75b		(ia) the period of validity of the European Repair Information Form;	<i>(ia) the period of validity of the European Repair Information Form;</i>
Article 4(4), point (ic)				
6	75c		(ib) where applicable and on voluntary basis, additional information.	<i>(ib) where applicable, additional information.</i>
Article 4(5)				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
76	5. The repairer shall not alter the conditions of repair specified in the European Repair Information Form for a period of 30 calendar days as from the date on which that form was provided to the consumer, unless the repairer and the consumer have agreed otherwise. If a contract for the provision of repair services is concluded within the 30 day period, the conditions of repair specified in the European Repair Information Form shall constitute an integral part of that contract.	5. The repairer shall not alter the conditions of repair specified in the European Repair Information Form for a period of 30 calendar days as from the date on which that form was provided to the consumer, unless the repairer and the consumer have agreed otherwise. If a contract for the provision of repair services is concluded within the 30 day period, the conditions of repair specified in the European Repair Information Form shall constitute an integral part of that contract.	5. The repairer shall not alter the conditions of repair specified in the European Repair Information Form for a period of 30 calendar days as from the date on which that form was provided to the consumer; unless. The repairer and the consumer have agreed otherwise. If a contract for the provision of repair services is concluded within the 30 day period, may agree on a longer period of validity of the European Repair Information Form. Where the consumer accepts the conditions of repair specified set in the European Repair Information Form within the period of validity, the repairer shall constitute an integral part of that contract be obliged to perform the repair service under those conditions.	5. The repairer shall not alter the conditions of repair specified in the European Repair Information Form for a period of 30 calendar days as from the date on which that form was provided to the consumer; unless. The repairer and the consumer have agreed otherwise. If a contract for the provision of repair services is concluded within the 30 day period, may agree on a longer period of validity of the European Repair Information Form. Where the consumer accepts the conditions of repair specified set in the European Repair Information Form within the period of validity, the repairer shall constitute an integral part of that contract be obliged to perform the repair service under those conditions.
Article 4(6)				
77	6. Where the repairer has supplied a complete and accurate European Repair Information Form to the consumer, it shall be deemed to have complied with the following requirements:	6. Where the repairer has supplied a complete and accurate European Repair Information Form to the consumer, it shall be deemed to have complied with the following requirements:	6. Where the repairer has supplied a complete and accurate European Repair Information Form to the consumer, it shall be deemed to have complied with the following requirements:	6. Where the repairer has supplied a complete and accurate European Repair Information Form to the consumer, it shall be deemed to have complied with the following requirements:
Article 4(6), point (a)				
78	(a) information requirements	(a) information requirements	(a) information requirements	(a) information requirements

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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.	the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.	the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.	the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.
Article 5				
82	Article 5 Obligation to repair	Article 5 Obligation to repair	Article 5 Obligation to repair	Article 5 Obligation to repair Text Origin: Commission Proposal
Article 5(1)				
83	1. Member States shall ensure that upon the consumer's request, the producer shall repair, for free or against a price or another kind of consideration, goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II. The producer shall not be obliged to repair such goods where repair is impossible. The producer may subcontract repair in order to fulfil its obligation to repair.	1. Member States shall ensure that upon the consumer's request, the producer shall repair, for free or against a price or another kind of consideration, goods for which and to the extent that reparability requirements <u>goods which are listed in Annex II, whether or not reparability requirements for those goods</u> are provided for by Union legal acts as listed in Annex II . The producer shall not be obliged to repair such goods where repair is <u>factually or legally</u> impossible. The producer <u>shall not refuse the consumer's request purely due to economic considerations such as the costs. The producer</u> may subcontract repair in order to fulfil its obligation to repair. <u>In such cases,</u>	1. Member States shall ensure that upon the consumer's request, the producer manufacturer shall repair, for free or for a reasonable against a price or another kind of consideration and within a reasonable period of time , goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II. The producer manufacturer shall not be obliged to repair such goods where repair is impossible. The producer manufacturer may subcontract repair in order to fulfil its obligation to repair.	1. <u>EP proposal:</u> Member States shall ensure that upon the consumer's request, the producer manufacturer shall repair, for free or against a price or another kind of consideration, goods for which and to the extent that reparability requirements <u>goods [depending on text of line 46a which are listed in Annex II, whether or not reparability requirements for those goods]</u> are provided for by Union legal acts as listed in Annex II. The producer <u>acts. The manufacturer</u> shall not be obliged to repair such goods where repair is <u>factually or legally</u> impossible. The producer manufacturer may sub-

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u><i>the producer shall provide the repairer with all relevant information to allow the repairer to fulfil his obligations.</i></u>	PUBLIC	<p>contract repair in order to fulfil its obligation to repair.</p> <p><u><i>Flexibility to move this to a recital: In such cases, the manufacturer shall provide the repairer with all relevant information to allow the repairer to fulfil his obligations.</i></u></p> <p><u><i>Move to a recital: The producer shall not refuse the consumer's request purely due to economic considerations such as the costs.</i></u></p>
Article 5(1a)				
G	83a	<u><i>1a. The repair pursuant to paragraph 1 shall be carried out subject to the following conditions:</i></u>		<p><u><i>1a. The repair pursuant to paragraph 1 shall be carried out subject to the following conditions:</i></u></p> <p>Light green</p>
Article 5(1a), point (a)				
G	83b	<u><i>(a) it shall be carried out either free of charge or in return for consideration;</i></u>		<p><u><i>(a) it shall be carried out either free of charge or for a reasonable price;</i></u></p> <p>Light green</p>
Article 5(1a), point (b)				
G	83c	<u><i>(b) it shall be carried out within a reasonable time from the moment</i></u>		<u><i>(b) it shall be carried out within a reasonable period of time from the</i></u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>the producer has physical possession of the good, has received the good or has been given access to the good by the consumer;</u>		<u>moment the producer has physical possession of the good, has received the good or has been given access to the good by the consumer;</u> Light green
Article 5(1a), point (c)				
G	83d	<u>(c) the producer may provide the consumer with the loan of a replacement good free of charge or against a reasonable fee for the duration of the repair; and</u>		<u>(c) the producer may provide the consumer with the loan of a replacement good free of charge or against a reasonable fee for the duration of the repair; and</u> CONS accepts EP text Text Origin: EP Mandate
Article 5(1a), point (d)				
Y	83e	<u>(d) in cases where the repair is factually or legally impossible, the producer may provide the consumer with a refurbished product that shall upon acceptance by the consumer discharge the producer from the repair obligation under this Article.</u>		CONS proposes to delete it
Article 5(2)				
R	84	2. Where the producer obliged to repair pursuant to paragraph 1 is	2. Where the producer obliged to repair pursuant to paragraph 1 is	2. <u>EP proposal 22/01/2024:</u>
			2. Where the producer manufacturer obliged to	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>established outside the Union, its authorised representative in the Union shall perform the obligation of the producer. Where the producer has no authorised representative in the Union, the importer of the good concerned shall perform the obligation of the producer. Where there is no importer, the distributor of the good concerned shall perform the obligation of the producer.</p>	<p>established outside the Union, <u>it shall appoint, by written mandate, an authorised representative to ensure compliance with this Directive. It shall ensure that its authorised representative in the Union shall perform the obligation of the producer has the resources and the mandate to fulfil the obligations set out in this Directive.</u> Where the producer has no authorised representative in the Union, the importer of the good concerned shall perform the obligation of the producer. Where there is no importer, <u>the fulfilment service provider of the good concerned shall perform the obligation of the producer. Where there is no fulfilment service provider,</u> the distributor of the good concerned shall perform the obligation of the producer.</p>	<p>repair pursuant to paragraph 1 is established outside the Union, its authorised representative in the Union shall perform the obligation of the producer manufacturer. Where the producer manufacturer has no authorised representative in the Union, the importer of the good concerned shall perform the obligation of the producer manufacturer. Where there is no importer, the distributor of the good concerned shall perform the obligation of the producer manufacturer. The authorised representative, importer and distributor may sub-contract repair in order to fulfil their obligation to repair.</p>	<p>Where the producer manufacturer obliged to repair pursuant to paragraph 1 is established outside the Union, its authorised representative in the Union shall perform the obligation of the producer manufacturer. Where the producer manufacturer has no authorised representative in the Union, the importer <u>of the good concerned shall perform the obligation of the manufacturer.</u> <u>Where there is no importer, [the fulfilment service provider</u> of the good concerned shall perform the obligation of the producer. Where there is no importer fulfilment service provider, the distributor of the good concerned shall perform the obligation of the producer manufacturer. <u>The authorised representative, importer, distributor [for the fulfilment service provider] may sub-contract repair in order to fulfil their obligation to repair.</u></p> <p>Tech meeting 22/01/2024: EP agrees to delete "The manufacturer shall ensure that its authorised representative has the resources and the mandate to fulfil the obligations set out in this Directive."</p>
Article 5(3)				
85	3. Producers shall ensure that	3. <u>For all goods listed in Annex II</u>	3. Producers shall ensure that	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	<p>independent repairers have access to spare parts and repair-related information and tools in accordance with the Union legal acts listed in Annex II.</p>	<p><u>to this Directive</u>, producers shall ensure that independent repairers, <u>remanufacturers, refurbishers and end-users</u> have access to <u>all</u> spare parts and <u>all</u> repair-related information and tools, <u>including diagnosis tools, at a reasonable and non-discriminatory cost for a period corresponding to at least the expected lifespan of the product.</u> <u>Access to diagnostic tools shall be provided subject to applicable rules on the protection of trade secrets as defined in Article 2 point 1 of Directive (EU) 2016/943</u> in accordance with the Union legal acts listed in Annex II.</p>	<p>independent repairers have access to spare parts and repair-related information and tools in accordance with the Union legal acts listed in Annex II.</p>	
Article 5(3a)				
85a		<p><u>3a. Producers shall make available on their websites all information related to repair, such as repair prices and prices of spare parts for the goods listed in Annex II.</u></p>		<p><u>3a. Manufacturers [, or where applicable, authorised representatives, importers or distributors who have an obligation to repair pursuant to this Article] shall ensure that consumers can access via a free access website information on the indicative prices that are charged for typical repair of products listed in Annex II.</u></p> <p><u>EP proposal 22/01/2024: Manufacturers [, or where applicable, authorised representatives, importers or distributors who have an obligation</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				<u>to repair pursuant to this Article] shall ensure that end-users can access via a free access website information on the indicative prices that are charged for typical repair and spare parts of goods listed in Annex II.</u>
Article 5(3b)				
R	85b	<u>3b. Producers shall not impede the repair by any contractual, hardware or software technique. Producers shall not impede the use of original or second-hand spare parts, compatible spare parts and spare parts issued from 3D-printing, by independent repairers when those spare parts are in conformity with requirements under national or Union law.</u>		
Article 5(3b)				
G	85c	<u>3c. Producers shall not refuse to service or repair a device that was bought or previously repaired outside of their authorised service or distribution networks.</u>		<u>3b. Manufacturers shall not refuse to repair the goods listed in Annex II for the sole reason that a previous repair has been performed by other repairers or by other persons.</u> CONS proposal is inspired by CONS Mandate recital 19 (row 28)
Article 5(3c)				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
G	85d		3a. Without prejudice to the obligation to repair under this article, consumers may seek repair from any repairer of their choice.	<u>3a. Without prejudice to the obligation to repair under this article, consumers may seek repair from any repairer of their choice.</u>
Article 5(4)				
R	86	4. The Commission is empowered to adopt delegated acts in accordance with Article 15 to amend Annex II by updating the list of Union legal acts laying down reparability requirements in the light of legislative developments.	4. The Commission is empowered to adopt delegated acts in accordance with Article 15 to amend Annex II by updating the list of Union legal acts laying down reparability requirements <u>adding new reparable goods to the list</u> in the light of legislative <u>or market</u> developments.	4. <u>EP proposal:</u> The Commission is empowered to adopt delegated acts in accordance with Article 15 to amend Annex II by updating the list of Union legal acts laying down reparability requirements <u>adding new reparable goods to the list</u> in the light of legislative <u>regulatory or market</u> developments.
Article 6				
G	87	Article 6 Information on obligation to repair	Article 6 Information on obligation to repair	Article 6 Information on obligation to repair
Article 6, first paragraph				
G	88	Member States shall ensure that producers inform consumers of their obligation to repair pursuant to Article 5 and provide information on the repair services in an easily accessible, clear and comprehensible manner, for example through the	Member States shall ensure that producers <u>or sellers</u> inform consumers of their obligation to repair pursuant to Article 5 and provide information on the repair services <u>free of charge</u> , in an easily accessible, clear and comprehensible	Member States shall ensure that producers inform consumers <u>the manufacturer or, where applicable, the authorised representative, importer, [fulfilment service provider] or distributor make available, at least for the entire</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	online platform referred to in Article 7.	manner, for example through the online platform referred to in Article 7, <u>their relevant websites or at the point of sale</u> .	obligation to repair pursuant to Article 5 and provide , information on the their repair services in an easily accessible, clear and comprehensible manner, for example through the online platform referred to in Article 7.	<u>duration</u> of their obligation to repair pursuant to Article 5 and provide , information on the their repair services <u>free of charge</u> in an easily accessible, clear and comprehensible manner, for example through the online platform referred to in Article 7. Tech meeting 16/01: issue of "fulfilment service provider": to be addressed in the end, depending on in which place it is more relevant to be inserted. Tech meeting 16/01: Recital on: "for example, through their relevant website or through the online platform referred to in Article 7." - to be addressed at the stage of recitals
Article 7				
R	89	Article 7 Online platform for repair and goods subject to refurbishment	Article 7 Online platform for repair and goods subject to refurbishment	Article 7 European Online Platform for repair and goods subject to refurbishment
Article 7(-1)				
R	89a			-1. A European Online Platform for repair shall be established to allow consumers to find repairers and, where applicable, sellers of goods that have been subject to <u>-1. CONS proposal:</u> <u>A European Online Platform for repair shall be established to allow consumers to find repairers and,</u>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			refurbishment and purchasers of defective goods for refurbishment.	<p><i><u>where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment or community-led repair initiatives.</u></i></p> <p>CONS proposal: + option to include example of the repair cafés in a recital, since this is a specific kind of community-led initiative. Include other examples of community-led initiatives in this recital as well. + add the community-led repair initiatives in row 89d, 89e, 91a to be consistent with this amendment throughout the rest of the text.</p>
Article 7(-1a)				
89b			<p>-1a. By [36 months after the entry into force] the Commission shall develop the common online interface for the European Online Platform, which shall comply with the requirements set out in paragraph 1 and be available in all official EU languages. The Commission shall thereafter ensure the technical maintenance of the common interface of the European Online Platform. The common online interface shall provide for national sections for each Member State. Member States' national sections shall</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			feature on the European Online Platform.	
Article 7(-1a)				
89c			<p>-1b. Member States shall use the common online interface referred to in paragraph -1a for their national sections. However, Member States which have a national repair online platform which complies with the provisions set out in paragraphs -1d and 1 are not obliged to use the common online interface. Such Member States shall ensure that their national platform is operational by [36 months after entry into force of this Directive].</p>	<p><u>-1b. CONS Proposal: Member States shall use the common online interface referred to in paragraph -1a for their national sections. However, Member States which have a national repair online platform that covers their entire territory and which complies with the provisions set out in paragraphs -1 (row 89a), -1d (row 89f) and 1 (row 90) are not obliged to use the common online interface. Such Member States shall ensure that their national platform is operational by [36 months after entry into force of this Directive].</u></p> <p>CONS: Cross references need to be checked due to renumbering in TTE</p>
Article 7(-1b)				
89d			<p>-1c. Member States may extend the scope of their national section on the European Online Platform or, where applicable, their national platform referred to in paragraph -1b to cover not only repairers but also sellers of goods</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			that have been subject to refurbishment and purchasers of defective goods for refurbishment.	
Article 7(-1c)				
89e				<p><u>-1ca.</u></p> <p>Tech meeting 22/01: all agree to delete this line</p>
Article 7(-1d)				
89f			<p>-1d. The use of the European Online Platform shall be free of charge for consumers. The registration on the national sections shall be voluntary for repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment.</p>	
Article 7(1)				
90	<p>1. Member States shall ensure that at least one online platform exists for their territory that allows consumers to find repairers. That platform shall:</p>	<p>1. Member States shall ensure that at least one online platform exists for their territory. <u>Member States shall particularly promote private initiatives aimed at establishing such online platforms. Such online platforms shall allow</u> that allows consumers to <u>easily</u> find repairers.</p>	<p>1. Member States shall ensure that at least one The common online platform exists for their territory that allows consumers to find repairers. That interface for the European Online Platform shall:</p>	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<i>That platform, including repair led-communities and repair cafés and shall:</i>		
Article 7(1), subparagraph (1a)				
90a		<i>Whenever there is at least one platform in the territory of a Member State in private ownership that meets the requirements listed in the first subparagraph, the obligation in that subparagraph is deemed to be fulfilled by the respective Member State.</i>		
Article 7(1), point (a)				
91	(a) include search functions regarding goods, location of repair services, repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and transportation, offered by repairers, and applicable European or national quality standards;	(a) include search functions regarding goods, location of repair services, <i>including a map based function, the possibility to provide cross border services</i> , repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and transportation, offered by repairers, and applicable European or national quality standards;	(a) include search functions regarding goods, location of repair services and cross-border provision of services , repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and transportation, offered by repairers, and applicable European or national repair quality standards;	(a) include search functions regarding goods, location of repair services, <i>including a map based function, the cross-border provision of services</i> , repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and transportation, offered by repairers, and applicable European or national <i>repair</i> quality standards; Tech meeting 10/01: Council to check. CONS: accepts EP text, delete word

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				<p>"and " and replace it by "the".</p> <p>Tech meeting 16/01: EP can provisionally agree - to check internally</p> <p>Light green</p>
Article 7(1), point (aa)				
y	91a		(aa) where applicable, include a search function to find sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment;	
Article 7(1), point (b)				
g	92	(b) enable consumers to request the European Repair Information Form via the platform;	(b) enable consumers to request the European Repair Information Form via the platform;	(b) enable consumers to request the European Repair Information Form via the platform;
Article 7(1), point (c)				
g	93	(c) allow for regular updates of contact information and services by repairers;	(c) allow for regular updates of contact information and services by repairers;	(c) allow for regular updates of contact information and services by repairers;
Article 7(1), point (ca)				
y	93a		<u>(ca) inform consumers about applicable financial and fiscal incentives to lower costs of repair;</u>	<p><u>(ca) EP proposal 22/01/2024:</u></p> <p><u>(ca) where applicable, inform consumers about financial and</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				<u>fiscal incentives for repair</u>
	Article 7(1), point (d)			
G	94 (d) allow repairers to indicate their adherence to applicable European or national quality standards;	(d) allow repairers to indicate their adherence to applicable European or national quality standards;	(d) allow repairers to indicate their adherence to applicable European or national quality standards;	(d) allow repairers to indicate their adherence to applicable European or national quality standards;
	Article 7(1), point (da)			
Y	94a	<u>(da) allow for consumers to provide a review or rating, reflect the quality of repairers' work;</u>		
	Article 7(1), point (e)			
G	95 (e) enable accessibility through national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	(e) enable accessibility through national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	(e) enable accessibility through national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	(e) enable accessibility through national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.
	Article 7(1), point (f)			
G	96 (f) ensure accessibility for persons with disabilities	(f) ensure accessibility for persons with disabilities	(f) ensure accessibility for persons with disabilities	(f) ensure accessibility for persons with disabilities
	Article 7(1), point (fa)			
Y	96a		(fa) provide contact forms for users to report IT-related issues and issues concerning the repairers and, where applicable,	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment; and	
Article 7(1), point (fb)				
96b			(fb) allow for collection of data regarding the functioning of the national sections of the European Online Platform.	
Article 7(2)				
97	2. Member States shall ensure that the online platform also includes a search function by product category to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.	2. Member States shall ensure that the online platform also includes a search function by product category to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.	2. Member States shall ensure that the online platform also includes a search function by product category to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.	
Article 7(3)				
98	3. Registration on the online platform for repairers, as well as for sellers of goods subject to refurbishment and for purchasers of defective goods for refurbishment, shall be voluntary. Member States shall determine the access to the platform in accordance with Union law. The use of the online platform shall be free of charge for consumers.	3. Registration on the online platform for repairers, as well as for <u>community repair initiatives such as repair cafés</u> , sellers of goods subject to refurbishment and for purchasers of defective goods for refurbishment, shall be voluntary. Member States shall determine the access to the platform in accordance with Union law. The use of the online platform shall be free of	3. Registration on the online platform for repairers, as well as for sellers of goods subject to refurbishment and for purchasers of defective goods for refurbishment, shall be voluntary. Member States shall determine the access to the platform in accordance with Union law. The use of the online platform shall be free of charge for consumers.	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		charge for consumers.		
Article 7(3a)				
98a		<u>3a. Member States shall ensure that online platforms are accessible, and ensure that the information provided is up-to-date, and presented in a consumer-friendly manner.</u>		
Article 7(3b)				
98b		<u>3b. Member States shall communicate to the Commission the link of existing online platforms for repair in their territory by ... [12 months after entry into force of this Directive] and the link of every new online platform for repair within 14 working days of their launch. The Commission shall keep a publicly available, easily accessible and machine-readable database of online platforms for repair registered within the Member States.</u>		
Article 7(3c)				
98c		<u>3c. Member States and the Commission shall take appropriate measures to inform consumers, relevant economic operators and</u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>sellers about the availability of online platforms established pursuant to paragraph 1 of this Article and that consumers have easy access to it.</u>		
Article 7(3a)				
Y	98d	<u>3d. The relevant economic operator or an online platform that allows consumers to conclude distance contracts should provide consumers with information on the availability of online platforms, established pursuant to paragraph 1 of this Article, in their territory.</u>		<u>3a. EP proposal 22/01/2024:</u> <u>The seller or the online platform that allows consumers to conclude distance contracts shall provide consumers with information on the availability of European online platform for repair.</u>
Article 7a				
R	98e	<u>Article 7a</u> <u>Measures for Micro, Small and Medium-sized enterprises (SMEs)</u>		
Article 7a(1)				
R	98f	<u>1. Member States shall take appropriate measures to support micro, small and medium-sized enterprises within the meaning of Commission Recommendation 2003/361/EC in complying with the requirements and obligations set out in this Directive. Those measures shall at least include:</u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 7a(1), point (a)			
R	98g	<u><i>(a) guidelines or similar measures to raise awareness on how to comply with the requirements and obligations set out in this Directive;</i></u>		
	Article 7a(1), point (b)			
R	98h	<u><i>(b) tailored trainings for entrepreneurs and their employees.</i></u>		
	Article 7a			
G	98i		Article 7a Expert Group	<u><i>Article 7a Expert Group</i></u>
	Article 7a(1)			
G	98j		The Commission shall establish an expert group composed of representatives of all Member States and chaired by a representative of the Commission. The tasks of the expert group shall be to advise the Commission with regard to the design and functioning of the European Online Platform and its national sections.	<u><i>The Commission shall establish an expert group composed of representatives of all Member States and chaired by a representative of the Commission. The tasks of the expert group shall be to advise the Commission with regard to the design and functioning of the European Online Platform and its national sections.</i></u>
	Article 7a(2)			

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


	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			<p>into force of this Directive] Member States using the national sections of the European Online Platform may adopt conditions, in accordance with Union law, on the access to their national section for repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment. Such conditions may, in particular, provide for prior approval of the registration on the national section by the national contact point or check requirements for professional qualifications. Such Member States shall inform the Commission of any conditions adopted by 24 months after the entry into force of this Directive at the latest.</p>	
Article 7a(1), point (d)				
98p			<p>3. Member States using the national sections of the European Online Platform and applying the conditions referred to in paragraph 2 shall ensure that their national section is operational within 6 months from the date the Commission delivers the common online interface provided for in Article 7 paragraph 2.</p>	<p><u>3. Member States using the national sections of the European Online Platform and applying the conditions referred to in paragraph 2 shall ensure that their national section is operational within 6 months from the date the Commission delivers the common online interface provided for in Article 7 paragraph 2.</u></p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				Text Origin: Council Mandate
Article 7b(4)				
98q			4. The national contact point shall be responsible for the following tasks:	
Article 7a(1), point (e)				
98r			(a) providing access to their national section for registration to repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment;	<u>(a) providing access to their national section for registration to repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment;</u> Text Origin: Council Mandate
Article 7a(1), point (f)				
98s			(b) ensuring compliance with any access conditions set by Member States pursuant to paragraph 2; and	<u>(b) ensuring compliance with any access conditions set by Member States pursuant to paragraph 2; and</u> Text Origin: Council Mandate
Article 7a(1), point (g)				
98t			(c) assisting the Commission with the operation of the national sections of the European Online	<u>(c) assisting the Commission with the operation of the national sections of the European Online</u>

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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 8(2), point (b)			
G	103 (b) organisations having a legitimate interest in protecting consumers or the environment;	(b) organisations having a legitimate interest in protecting consumers or the environment;	(b) organisations having a legitimate interest in protecting consumers or the environment;	(b) organisations having a legitimate interest in protecting consumers or the environment;
	Article 8(2), point (c)			
G	104 (c) professional organisations having a legitimate interest in acting.	(c) professional organisations having a legitimate interest in acting.	(c) professional organisations having a legitimate interest in acting.	(c) professional organisations having a legitimate interest in acting.
	Article 9			
G	105 Article 9 Consumer information	Article 9 Consumer information	Article 9 Consumer information	Article 9 Consumer information
	Article 9, first paragraph			
G	106 Member States shall take appropriate measures to ensure that information on the rights of consumers under this Directive, and on the means to enforce those rights, are available to consumers, including on national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	Member States shall take appropriate measures to ensure that information on the rights of consumers under this Directive, and on the means to enforce those rights, are available to consumers, including on national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	Member States shall take appropriate measures to ensure that information on the rights of consumers under this Directive, and on the means to enforce those rights, are available to consumers, including on national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	Member States shall take appropriate measures to ensure that information on the rights of consumers under this Directive, and on the means to enforce those rights, are available to consumers, including on national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.
	Article 9a			
R	106a	<u>Article 9a</u>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>Member States measures promoting repair</u>		
	Article 9, first paragraph a			
Y	106b	<u>1. Member States shall take appropriate measures promoting repair.</u>		<u>Member States shall take measures promoting repair.</u> CONS proposal: delete "appropriate"
	Article 9, third paragraph			
Y	106c	<u>2. The measures referred to in paragraph 1 may, for example, take the form of repair vouchers, national repair funds or other actions and incentives.</u>		deleted CONS proposal: delete
	Article 9, fourth paragraph			
R	106d	<u>3. Member States shall report to the Commission the measures taken under paragraph 1. By ... [12 months after the date of transposition of this Directive], the Commission shall make those measures publicly available. Member States shall report to the Commission on the applicable measures by ... [12 months after the date of transposition of this Directive].</u>		<u>CONS proposal:</u> <u>Member States shall notify to the Commission at least one of the measures taken under paragraph 1 xx years after the date of transposition of this Directive. The Commission shall make those measures publicly available.</u>
	Article 9a(4)			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
R	106e	<p><u>4. Member States shall ensure that the fundamental freedoms to provide services and of establishment as enshrined in the Treaties apply to providers of repair services, including in line with Directive (EU) 2018/958, as applicable. Furthermore, Member States shall not introduce in their national laws unjustified qualification requirements for professional repair services nor shall conduct checks, inspections or investigations which are unjustified in the light of those fundamental freedoms.</u></p>			
Article 9a(5)					
R	106f	<p><u>5. Member States shall ensure that the provider of a repair shall be liable for any lack of conformity for the repaired part or parts, aspects or feature of the good, which exists at the time when the consumer received the repaired good and which becomes apparent within a minimum period of at least twelve months of that time.</u></p>			
Article 9a(6)					
R	106g	<p><u>6. Member States shall ban practices that impede consumers to</u></p>			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>exert their right to repair, including but not limited to:</u>		
	Article 9a(6), point (a)			
R	106h	<u>(a) banning practices that induce consumers to think that their good cannot be repaired due to previous repair or inspections by an independent repairer, non-professional repairer or end-users, or by inducing that it may generate risks related to safety;</u>		
	Article 9a(6), point (b)			
R	106i	<u>(b) prohibiting any contractual, hardware or software technique that could prevent or limit repair and prohibit the refusal to repair a good that has been previously repaired by an independent repairer, non-professional repairer or end-user.</u>		
	Article 10			
G	107	Article 10 Mandatory nature	Article 10 Mandatory nature	Article 10 Mandatory nature
	Article 10(1)			
G	108	1. Unless otherwise provided in this	1. Unless otherwise provided in this	1. Unless otherwise provided in this

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Directive, any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them, or varies their effect, shall not be binding on the consumer.	Directive, any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them, or varies their effect, shall not be binding on the consumer.	Directive, any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them, or varies their effect, shall not be binding on the consumer.	Directive, any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them, or varies their effect, shall not be binding on the consumer.
Article 10(2)				
109	2. This Directive shall not prevent the repairer from offering to the consumer contractual arrangements that go beyond the protection provided for in this Directive.	2. This Directive shall not prevent the repairer from offering to the consumer contractual arrangements that go beyond the protection provided for in this Directive.	2. This Directive shall not prevent the repairer from offering to the consumer contractual arrangements that go beyond the protection provided for in this Directive.	2. This Directive shall not prevent the repairer from offering to the consumer contractual arrangements that go beyond the protection provided for in this Directive.
Article 10(2a)				
109a		<u><i>Member States shall ensure that commercial guarantees of durability sold in addition to the legal guarantee of conformity under Directive (EU) 2019/771, shall always include a right to repair for the product covered during its duration. When promoting the commercial guarantee, producers shall ensure that a summary of the conditions of the commercial guarantee is provided in a clear and precise manner, so that consumers are fully aware of their rights and are not misled.</i></u>		<i>deleted</i>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Article 11				
G	110	Article 11 Penalties	Article 11 Penalties	Article 11 Penalties
Article 11(1)				
G	111	1. Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to Articles 4, 5 and 6 and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective proportionate and dissuasive.	1. Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to Articles 4, 5 and 6 and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective proportionate and dissuasive.	1. Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to Articles 4, 5 and 6 and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective proportionate and dissuasive.
Article 11(1a)				
R	111a		<u>1a. Member States shall ensure that the following non-exhaustive and indicative criteria are taken into account for the imposition of penalties, where appropriate:</u>	
Article 11(1a), point (a)				
R	111b		<u>(a) the nature, gravity, scale and duration of the infringement;</u>	
Article 11(1a), point (b)				
R	111c		<u>(b) the financial capabilities and</u>	

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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
R	111h	<u>(g) any other aggravating or mitigating factors applicable to the circumstances of the case.</u>		
Article 11(1b)				
R	111i	<u>1b. Member States shall ensure that when penalties are to be imposed in accordance with Article 21 of Regulation (EU) 2017/2394, they include the possibility either to impose fines through administrative procedures or to initiate legal proceedings for the imposition of fines, or both, the maximum amount of such fines being at least 4 % of the seller's or producer's annual turnover in the Member State or Member States concerned.</u>		
Article 11(1c)				
R	111j	<u>1c. For cases where a fine is to be imposed in accordance with paragraph 1b, but information on the seller's or producer's annual turnover is not available, Member States shall introduce the possibility to impose fines, the maximum amount of which shall be at least EUR 2 million.</u>		
Article 11(2)				


	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
R	112	2. Member States shall, by 24 months from the entry into force notify the Commission of the rules and of the measures referred to in paragraph 1 and shall notify it without delay of any subsequent amendment affecting them.	2. Member States shall, by <u>2418</u> months from the entry into force notify the Commission of the rules and of the measures referred to in paragraph 1 <u>1 and</u> shall notify it without delay of any subsequent amendment affecting them.	2. Member States shall, by 24 months from the entry into force notify the Commission of the rules and of the measures referred to in paragraph 1 and shall notify it without delay of any subsequent amendment affecting them.	
Article 12					
G	113	Article 12 Amendment to Directive (EU) 2019/771	Article 12 Amendment to Directive (EU) 2019/771	Article 12 Amendment to Directive (EU) 2019/771	
Article 12, first paragraph -a					
G	113a		<u>Directive (EU) 2019/771 is amended as follows:</u>	<u>Directive (EU) 2019/771 is amended as follows:</u> Light green	
Article 12a					
G	113b		<u>(1) In Article 7(1), point (d) is replaced by the following:</u>	<u>In Article 7(1), point (d) is replaced by the following:</u> Light green	
Article 12a, amending provision, first paragraph					
G	113c		<u>(d) be of the quantity and possess</u>	<u>(d) be of the quantity and possess</u>	


	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>the qualities and other features, including in relation to durability, reparability, functionality, compatibility and security normal for goods of the same type and which the consumer may reasonably expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller, or other persons in previous links of the chain of transactions, including the producer, particularly in advertising or on labelling.'</u>	PUBLIC	<u>the qualities and other features, including in relation to durability, reparability, functionality, compatibility and security normal for goods of the same type and which the consumer may reasonably expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller, or other persons in previous links of the chain of transactions, including the producer, particularly in advertising or on labelling.'</u> Light green
Article 12, first paragraph, point (2)				
y	113d	<u>(2) Article 13 is amended as follows:</u>		
Article 12, first paragraph				
y	114	In Article 13(2) of Directive (EU) 2019/771 the following sentence is added: <u>(a) In Article 13(2) of Directive (EU) 2019/771 the following sentence <u>subparagraph</u> is added:</u>	In Article 13(2) of Directive (EU) 2019/771 the following sentence <u>is paragraphs</u> are added:	
Article 12, first paragraph, point (2)(b)				
	114a	<u>This line should be removed - it will be technically possible in the next 10 days.</u>		

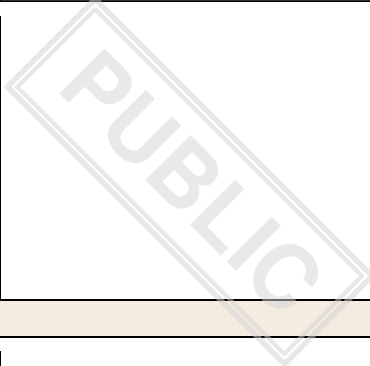
	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Article 12, first paragraph, amending provision, first paragraph			
R	115	<p>In derogation from the first sentence of this paragraph, where the costs for replacement are equal to or greater than the costs for repair, the seller shall repair the goods in order to bring those goods in conformity.</p>	<p>In By way of derogation from the first sentence of this paragraph subparagraph, where the costs for replacement are equal to or greater than the costs for repair, the seller shall repair the goods in order to bring those goods in conformity, <u>unless the repair is factually or legally impossible or would create significant inconvenience to the consumer.</u></p>	<p>In derogation from the first sentence of this paragraph, where the costs for replacement are equal to or greater than the costs for repair, the seller shall repair the goods in order to bring those goods in conformity.</p>
	Article 12, first paragraph, amending provision, first paragraph a			
Y	115a		<p>2a. Before the seller provides the remedy to bring the goods into conformity, the seller shall inform the consumer about their right to choose between repair and replacement as well as the possible extension of the liability period, foreseen in paragraph 2b.</p>	
	Article 12, first paragraph, amending provision, first paragraph a			
R	115b		<p>2b. Where, in accordance with paragraph 2, repair takes place as the remedy to bring the goods into conformity, the liability period</p>	<p>Tech meeting 23/01: EP can accept Council wording but stick to the time of 12 months (EP mandate), which will be</p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			shall be extended once by six months. Member States may maintain or introduce rules providing for more than one extension or for longer periods for the extension of the liability of the seller after repair, or both.	discussed at political level.
Article 12, first paragraph, amending provision, third paragraph				
115c			2c. Member States which, where in accordance with Article 10(3) or 10(5), do not provide for fixed time limits for the liability of the seller or only provide a limitation period for the remedies, may derogate from paragraph 2b as long as they ensure that the liability of the seller or the limitation period for remedies in the event of repair is at least equivalent to two years and six months.	<p><u>2c. Member States which, where in accordance with Article 10(3) or 10(5), do not provide for fixed time limits for the liability of the seller or only provide a limitation period for the remedies, may derogate from paragraph 2b as long as they ensure that the liability of the seller or the limitation period for remedies in the event of repair is at least equivalent to [two years and six months].</u></p> <p>Tech meeting 23/01: EP can accept Council wording but the issue of time is linked with the political decision that will be made</p>
Article 12, first paragraph, point (2)(c)				
115d		<u>(b) The following paragraph is inserted:</u>		
Article 12, first paragraph, point (2)(c), amending provision, first paragraph				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
R	115e	<p>c</p> <p><u>3a. In the event that the consumer chooses for repair as the remedy to have the goods brought into conformity, the consumer may also directly request the producer to bring the goods into conformity. A fulfilment of this request by the producer is deemed to discharge the seller from its liability pursuant to Article 10.</u></p> <p>,</p>	PUBLIC	
Article 12, first paragraph, point (2)(c)				
Y	115f	<p><u>(c) The following paragraph is inserted:</u></p>		
Article 12, first paragraph, amending provision, fourth paragraph				
R	115g	<p>c</p> <p><u>4a. Where, in accordance with paragraph 2 of this Article, the good has been brought into conformity by means of repair, the seller or producer shall be liable for any lack of conformity which exists at the time the consumer received the repaired goods and which becomes apparent within 1 year after that time provided that Member States have maintained or introduced time limits for the conformity of the original good in</u></p>		<p>deleted</p> <p>Tech meeting 23/01: EP can accept to drop this line and can accept Council wording but stick to the timelimit of 12 months, which will be discussed at political level.</p>


	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u>accordance with Article 10, paragraphs 1, 2 or 3. This shall not apply if the seller has already successfully repaired the goods in accordance with Article 10. Without prejudice to Article 7(3), this paragraph shall also apply to goods with digital elements. This paragraph shall be without prejudice to other time limits under Article 10 and further claims of the consumer.</u>		
	Article 12, first paragraph, point (3)			
R	115h	<u>(3) Article 14 is amended as follows:</u>		
	Article 12, first paragraph, point (3)(a)			
R	115i	<u>(a) Paragraph 1 is replaced by the following:</u>		
	Article 12, first paragraph, point (3)(a), amending provision, first paragraph			
R	115j	<u>1. Repairs shall be carried out:</u> <u>(a) free of charge;</u> <u>(b) within a reasonable period of time from the moment the seller has been informed by the consumer about the repair;</u> <u>(c) without any significant</u>		

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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<p><u>the goods and the purpose for which the consumer has required the goods.</u></p> <p><u>d) upon the explicit request by the consumer, by offering a refurbished good.</u></p>		
Article 12, first paragraph, point (3)(c)				
R	115m	<p><u>(c) The following paragraph is inserted:</u></p>		
Article 12, first paragraph, point (3)(c), amending provision, first paragraph				
R	115n	<p>‘</p> <p><u>4a. In the event that the consumer decides, pursuant to Article 13(3a), that the producer shall bring the goods in conformity by means of repair, the producer shall be considered to be the seller for the purpose of this Article.</u></p> <p>’</p>		
Article 12, first paragraph, point (4)				
R	115o	<p><u>(4) In Article 17 the following paragraph is inserted:</u></p>		
Article 12, first paragraph, point (4), amending provision, first paragraph				
R	115p	<p>‘</p>		

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
		<u><i>1a. The commercial guarantee is without prejudice to the consumer's right pursuant to Article 13(3a) to choose for the producer to repair a good that is not in conformity. Any terms of the commercial guarantee that discourage the consumer from making use of its right pursuant to Article 13(3a) are deemed to be void.</i></u>		
Article 13				
116	Article 13 Amendment to Directive (EU) 2020/1828	Article 13 Amendment to Directive (EU) 2020/1828	Article 13 Amendment to Directive (EU) 2020/1828	Article 13 Amendment to Directive (EU) 2020/1828
Article 13, first paragraph				
117	In Annex I to Directive (EU) 2020/1828, point 67 is added:	In Annex I to Directive (EU) 2020/1828, point 67 is added:	In Annex I to Directive (EU) 2020/1828, point 67 68 is added:	In Annex I to Directive (EU) 2020/1828, point 67 68 is added:
Article 13, first paragraph, amending provision, numbered paragraph (67)				
118	67. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx).	67. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx).	67. '68. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx)'	67. 68. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx)'. ?

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Article 14				
119	Article 14 Amendment to Regulation (EU) 2017/2394	Article 14 Amendment to Regulation (EU) 2017/2394	Article 14 Amendment to Regulation (EU) 2017/2394	Article 14 Amendment to Regulation (EU) 2017/2394
Article 14, first paragraph				
120	In the Annex to Regulation (EU) 2017/2394, the following point 27 is added:	In the Annex to Regulation (EU) 2017/2394, the following point 27 is added:	In the Annex to Regulation (EU) 2017/2394, the following point 27 is added:	In the Annex to Regulation (EU) 2017/2394, the following point 27 is added:
Article 14, first paragraph, amending provision, numbered paragraph (27)				
121	27. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx) .	27. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx) .	27. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx) .	27. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx) .
Article 14a				
121a		<u>Article 14a</u> <u>Evaluation report</u>		
Article 14a(1), first subparagraph				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
121b		<u>1. By 15 years after the entry into force of this Directive, the Commission shall carry out an evaluation of this Directive and assess its contribution, and in particular Articles 5, 9a and 12, to the proper functioning of the internal market, the high level of consumer protection and the improvement of the environmental sustainability of products, as well as their impact on businesses, in particular micro, small and medium enterprises.</u>			
Article 14, first paragraph a					
121c		<u>With regards to Article 7 it shall evaluate and assess the effectiveness of online platforms for repair based on data from individual Member States, containing information on the number of active repair service providers, consumers and the number of transactions performed.</u>		<u>COM proposal: With regards to Article 7 it shall assess the effectiveness of (the European) online platform(s) for repair based on information on the number of active repair service providers, and the number consumers that accessed the platform.</u>	
Article 14, third paragraph					
121d		<u>2. The Commission shall draw up a report on the main findings and submit it to the European Parliament, the Council, the European Economic and Social</u>	<u>2. The Commission shall draw up a report on the main findings and submit it to the European Parliament, the Council, the European Economic and Social</u>		

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

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	delegation of power not later than nine months before the end of the six-year period. The delegation of power shall be tacitly extended for periods of an identical duration, unless the European Parliament or the Council opposes such extension not later than three months before the end of each period.	delegation of power not later than nine months before the end of the six-year period. The delegation of power shall be tacitly extended for periods of an identical duration, unless the European Parliament or the Council opposes such extension not later than three months before the end of each period.	delegation of power not later than nine months before the end of the six-year period. The delegation of power shall be tacitly extended for periods of an identical duration, unless the European Parliament or the Council opposes such extension not later than three months before the end of each period.	delegation of power not later than nine months before the end of the six-year period. The delegation of power shall be tacitly extended for periods of an identical duration, unless the European Parliament or the Council opposes such extension not later than three months before the end of each period.
Article 15(3)				
125	3. The delegation of power referred to in Article 5(4) may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the delegation of the power specified in that decision. It shall take effect on the day following the publication of the decision in the Official Journal of the European Union or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.	3. The delegation of power referred to in Article 5(4) may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the delegation of the power specified in that decision. It shall take effect on the day following the publication of the decision in the Official Journal of the European Union or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.	3. The delegation of power referred to in Article 5(4) may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the delegation of the power specified in that decision. It shall take effect on the day following the publication of the decision in the Official Journal of the European Union or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.	3. The delegation of power referred to in Article 5(4) may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the delegation of the power specified in that decision. It shall take effect on the day following the publication of the decision in the Official Journal of the European Union or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.
Article 15(4)				
126	4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State acting in accordance with the principles laid down in the Inter-institutional Agreement of 13 April 2016 on Better Law-Making.	4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State acting in accordance with the principles laid down in the Inter-institutional Agreement of 13 April 2016 on Better Law-Making.	4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State acting in accordance with the principles laid down in the Inter-institutional Agreement of 13 April 2016 on Better Law-Making.	4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State acting in accordance with the principles laid down in the Inter-institutional Agreement of 13 April 2016 on Better Law-Making.

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Article 15(5)				
127	5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.	5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.	5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.	5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.
Article 15(6)				
128	6. A delegated act adopted pursuant to Article 5(4) shall enter into force only if no objection has been expressed either by the European Parliament or the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or of the Council.	6. A delegated act adopted pursuant to Article 5(4) shall enter into force only if no objection has been expressed either by the European Parliament or the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or of the Council.	6. A delegated act adopted pursuant to Article 5(4) shall enter into force only if no objection has been expressed either by the European Parliament or the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or of the Council.	6. A delegated act adopted pursuant to Article 5(4) shall enter into force only if no objection has been expressed either by the European Parliament or the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or of the Council.
Article 16(9);				
129	Article 16 Transitional provisions	Article 16 Transitional provisions	Article 16 Transitional provisions	Article 16 Transitional provisions
Article 16(9)(1)				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
R	130	1. Article 5(1) and (2) and Article 6 of this Directive shall not apply to contracts for the provision of repair services concluded before [24 months after the entry into force].	1. Article 5(1) and (2) and Article 6 of this Directive shall not apply to contracts for the provision of repair services concluded before [2418 months after the entry into force].	1. Article 5(1) and (2) and Article 6 of this Directive shall not apply to contracts for the provision of repair services concluded before [24 months after the entry into force].	
Article 16	(2)					
R	131	2. Article 12 of this Directive shall not apply to sales contracts concluded before [24 months after the entry into force]	2. Article 12 of this Directive shall not apply to sales contracts concluded before [2418 months after the entry into force]	2. Article 12 of this Directive shall not apply to sales contracts concluded before [24 + 6 months after the entry into force].	
Article 17					
G	132	Article 17 Transposition	Article 17 Transposition	Article 17 Transposition	Article 17 Transposition
Article 17(1), first subparagraph					
R	133	1. Member States shall bring into force the laws, regulations and administrative provisions necessary to comply with this Directive by [24 months from the entry into force] at the latest. They shall immediately inform the Commission thereof.	1. Member States shall bring into force the laws, regulations and administrative provisions necessary to comply with this Directive by [2418 months from the entry into force] at the latest. They shall immediately inform the Commission thereof.	1. Member States shall bring into force the laws, regulations and administrative provisions necessary to comply with this Directive by [24 months from the entry into force] at the latest. They shall immediately inform the Commission thereof.	
Article 17(1), second subparagraph					
G	134	When Member States adopt those	When Member States adopt those	When Member States adopt those	When Member States adopt those

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by Member States.	measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by Member States.	measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by Member States.	measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by Member States.
	Article 17(1), third subparagraph			
R	135 Member States shall apply those measures from [24 months from the entry into force].	Member States shall apply those measures from [24 18 months from the entry into force].	Member States shall apply those measures from [24+ 6 months from the entry into force].	
	Article 17(2)			
G	136 2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive and the national online platforms on repair and goods subject to refurbishment established in accordance with this Directive.	2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive and the national online platforms on repair and goods subject to refurbishment established in accordance with this Directive.	2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive and the national online platforms on repair and goods subject to refurbishment established in accordance with this Directive.	2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive and the national online platforms on repair and goods subject to refurbishment established in accordance with this Directive.
	Article 18			
G	137 Article 18 Entry into force	Article 18 Entry into force	Article 18 Entry into force	Article 18 Entry into force
	Article 18, first paragraph			
G	138			

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	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.	This Directive shall enter into force on the twentieth day following its publication in the Official Journal of the European Union.
Article 19				
139	Article 19 Addressees	Article 19 Addressees	Article 19 Addressees	Article 19 Addressees
Article 19, first paragraph				
140	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.	This Directive is addressed to the Member States.
Formula				
141	Done at Brussels,	Done at Brussels,	Done at Brussels,	Done at Brussels,
Formula				
142	For the European Parliament	For the European Parliament	For the European Parliament	For the European Parliament
Formula				
143	The President	The President	The President	The President
Formula				
144	For the Council	For the Council	For the Council	For the Council

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Formula			
145	The President	The President	The President	The President
	Annex I			
146	Annex I	Annex I	Annex I	Annex I
	Annex I, first paragraph			
147	EUROPEAN REPAIR INFORMATION FORM	EUROPEAN REPAIR INFORMATION FORM	EUROPEAN REPAIR INFORMATION FORM	EUROPEAN REPAIR INFORMATION FORM
	Annex I, Part I			
148	Part I 1. Identity and contact details of the repairer providing the repair service	Part I 1. Identity and contact details of the repairer providing the repair service	Part I 1. Identity and contact details of the repairer providing the repair service	Part I 1. Identity and contact details of the repairer providing the repair service
	Annex I, Table 1, Column 1, Row 1			
149	Repairer	Repairer	Repairer	Repairer
	Annex I, Table 1, Column 1, Row 2			
150	Address	Address	Address	Address
	Annex I, Table 1, Column 1, Row 3			
151	Telephone number	Telephone number	Telephone number	Telephone number

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
Annex I, Table 1, Column 1, Row 4				
152	Email address	Email address	Email address	Email address
Annex I, Table 1, Column 1, Row 5				
153	If provided by the repairer, other means of online communication, which enable the consumer to contact, and communicate with, the repairer quickly and efficiently	If provided by the repairer, other means of online communication, which enable the consumer to contact, and communicate with, the repairer quickly and efficiently	If provided by the repairer, other means of online communication, which enable the consumer to contact, and communicate with, the repairer quickly and efficiently	If provided by the repairer, other means of online communication, which enable the consumer to contact, and communicate with, the repairer quickly and efficiently
Annex I, Table 1, Column 2, Row 1				
154	[Identity]	[Identity]	[Identity]	[Identity]
Annex I, Table 1, Column 2, Row 2				
155	[Geographical address to be used by the consumer]	[Geographical address to be used by the consumer]	[Geographical address to be used by the consumer]	[Geographical address to be used by the consumer]
Annex I, Table 1, Column 2, Row 3				
156				
Annex I, Table 1, Column 2, Row 4				
157				
Annex I, Table 1, Column 2, Row 5				
158				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
	Annex I, Part II				
G	159	Part II 2. Information on the repair service	Part II 2. Information on the repair service	Part II 2. Information on the repair service	G
	Annex I, Table 2, Column 1, Row 1				
G	160	Good to be repaired	Good to be repaired	Good to be repaired	G
	Annex I, Table 2, Column 1, Row 2				
Y	161	Determination of the defect	Determination of the defect	Determination Nature of the defect	Y
	Annex I, Table 2, Column 1, Row 3				
G	162	Type of repair suggested	Type of repair suggested	Type of repair suggested	G
	Annex I, Table 2, Column 1, Row 4				
R	163	Price for repair or, if it cannot be calculated, the applicable calculation method and maximum price of repair	<u>Maximum price expected</u> for repair or, if it cannot be calculated, the applicable calculation method and <i>maximum price of repair</i>	Price for repair or, if it cannot be calculated, the applicable calculation method and maximum price of repair Tech meeting 12/01: to be aligned with Art. 4	R
	Annex I, Table 2, Column 1, Row 5				
Y	164	Estimated time to complete repair	Estimated time to complete repair	Estimated Time to complete repair Tech meeting 12/01: to be aligned with Art. 4	Y

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Annex I, Table 2, Column 1, Row 6			
Y	165	Availability of a temporary replacement product	Availability of a temporary replacement product	Availability of a temporary replacement product goods Tech meeting 12/01: to be aligned with Art. 4
	Annex I, Table 2, Column 1, Row 7			
G	166	If yes, indicate the corresponding costs, if any:	If yes, indicate the corresponding costs, if any:	If yes, indicate the corresponding costs, if any:
	Annex I, Table 2, Column 1, Row 8			
Y	167	Place of repair	Place of repair	Place of repair to hand over the goods
	Annex I, Table 2, Column 1, Row 9			
G	168	If applicable, the availability of ancillary services	If applicable, the availability of ancillary services	If applicable, the availability of ancillary services
	Annex I, Table 2, Column 1, Row 10			
G	169	If yes, indicate the corresponding costs, if any:	If yes, indicate the corresponding costs, if any: Since TTE does not support change in structure of annexed/nested tables, this cell is annotated in order to remember that in the EP mandate there is an extra line immediately after this line	If yes, indicate the corresponding costs, if any:

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement	
		(it should be Annex 1, Table 2, Column 1, Row 10a) with the following content: "If applicable, additional information provided voluntarily by the repairer"			
Annex I, Table 2, Column 2, Row 1					
G	170	[Identification of the good]	[Identification of the good]	[Identification of the good]	G
Annex I, Table 2, Column 2, Row 2					
G	171	[Description of the defect]	[Description of the defect]	[Description of the defect]	G
Annex I, Table 2, Column 2, Row 3					
G	172	[What kind of measures will be taken to repair the defect]	[What kind of measures will be taken to repair the defect]	[What kind of measures will be taken to repair the defect]	G
Annex I, Table 2, Column 2, Row 4					
G	173	[This means the total amount or, if not possible, the calculation method and the ceiling for the repair service, in EUR/national currency]	[This means the total amount or, if not possible, the calculation method and the ceiling for the repair service, in EUR/national currency]	[This means the total amount or, if not possible, the calculation method and the ceiling for the repair service, in EUR/national currency]	G
Annex I, Table 2, Column 2, Row 5					
Y	174	[In days, counting from the conclusion of the contract until the repair will be completed]	[In days, counting from the conclusion of the contract until the repair will be completed]	[In days, counting from the conclusion of the contract until the repair will be completed] Time by	Y

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			which the repairer undertakes to perform the service in days]	
Annex I, Table 2, Column 2, Row 6				
y	175 [A temporary replacement product means that the consumer will receive an equivalent product for use during the time of repair, the repairer has to indicate ‘Yes’ or ‘No’]	[A temporary replacement product means that the consumer will receive an equivalent product for use during the time of repair, the repairer has to indicate ‘Yes’ or ‘No’]	[A temporary replacement product goods means that the consumer will receive an equivalent product goods for use during the time of repair, the repairer has to indicate ‘Yes’ or ‘No’]	
Annex I, Table 2, Column 2, Row 7				
g	176 [In EUR/national currency]	[In EUR/national currency]	[In EUR/national currency]	[In EUR/national currency]
Annex I, Table 2, Column 2, Row 8				
y	177 [The place where repair is carried out by the repairer, for instance, at the residence of the consumer, the location of the repair facility or elsewhere]	[The place where repair is carried out by the repairer, for instance, at the residence of the consumer, the location of the repair facility or elsewhere]	[The place where repair is carried out by the repairer, for instance, at the residence of the consumer, the location of the the consumer hands over the goods for repair facility or elsewhere]	
Annex I, Table 2, Column 2, Row 9				
g	178 [Indicate if and to the extent ancillary services such as removal, installation and transportation are offered, or ‘None’ if no ancillary service is offered for the repair concerned]	[Indicate if and to the extent ancillary services such as removal, installation and transportation are offered, or ‘None’ if no ancillary service is offered for the repair concerned]	[Indicate if and to the extent ancillary services such as removal, installation and transportation are offered, or ‘None’ if no ancillary service is offered for the repair concerned]	[Indicate if and to the extent ancillary services such as removal, installation and transportation are offered, or ‘None’ if no ancillary service is offered for the repair concerned]

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Annex I, Table 2, Column 2, Row 10			
G	179	[In EUR/national currency, per service offered]	[In EUR/national currency, per service offered]	[In EUR/national currency, per service offered]
	Annex I, first paragraph a			
Y	179a		The period of validity of the European Repair Information Form; New row to table, first column	
	Annex I, second paragraph			
Y	179b		[Period of validity of at least 30 days] New row to table, second column	
	Annex I, third paragraph			
Y	179c		If applicable, additional information New second row to table, first column	
	Annex I, fourth paragraph			
Y	179d		[Additional information provided voluntarily]	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
			New second row to table, second column	
	Annex I, second paragraph			
G	180	Indications between square brackets provide explanations for the repairer and must be replaced with the corresponding information.	Indications between square brackets provide explanations for the repairer and must be replaced with the corresponding information.	Indications between square brackets provide explanations for the repairer and must be replaced with the corresponding information.
	Annex II			
G	181	Annex II	Annex II	Annex II
	Annex II, first paragraph			
G	182	LIST OF UNION LEGAL ACTS	LIST OF UNION LEGAL ACTS	LIST OF UNION LEGAL ACTS
	Annex II, second paragraph			
R	183	LAYING DOWN REPARABILITY REQUIREMENTS	LAYING DOWN REPARABILITY REQUIREMENTS <u>AND LIST OF REPARABLE GOODS</u>	LAYING DOWN REPARABILITY REQUIREMENTS
	Annex II, point 1.			
G	184	1. Household washing machines and household washer-dryers according to Commission Regulation (EU) 2019/2023 ¹	1. Household washing machines and household washer-dryers according to Commission Regulation (EU) 2019/2023 ¹	1. Household washing machines and household washer-dryers according to Commission Regulation (EU) 2019/2023 ¹

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	1. Commission Regulation (EU) 2019/2023 of 1 October 2019 laying down ecodesign requirements for household washing machines and household washer-dryers pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).	1. -Commission Regulation (EU) 2019/2023 of 1 October 2019 laying down ecodesign requirements for household washing machines and household washer-dryers pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).	1. -Commission Regulation (EU) 2019/2023 of 1 October 2019 laying down ecodesign requirements for household washing machines and household washer-dryers pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).	1. -Commission Regulation (EU) 2019/2023 of 1 October 2019 laying down ecodesign requirements for household washing machines and household washer-dryers pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).
Annex II, point 2.				
185	2. Household dishwashers according to Commission Regulation (EU) 2019/2022 ¹ 1. Commission Regulation (EU) 2019/2022 of 1 October 2019 laying down ecodesign requirements for household dishwashers pursuant to Directive 2009/125/EC of the European Parliament and of the Council amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1016/2010 (OJ 315, 5.12.2019, p. 267).	2. Household dishwashers according to Commission Regulation (EU) 2019/2022 ¹ 1. -Commission Regulation (EU) 2019/2022 of 1 October 2019 laying down ecodesign requirements for household dishwashers pursuant to Directive 2009/125/EC of the European Parliament and of the Council amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1016/2010 (OJ 315, 5.12.2019, p. 267).	2. Household dishwashers according to Commission Regulation (EU) 2019/2022 ¹ 1. -Commission Regulation (EU) 2019/2022 of 1 October 2019 laying down ecodesign requirements for household dishwashers pursuant to Directive 2009/125/EC of the European Parliament and of the Council amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1016/2010 (OJ 315, 5.12.2019, p. 267).	2. Household dishwashers according to Commission Regulation (EU) 2019/2022 ¹ 1. -Commission Regulation (EU) 2019/2022 of 1 October 2019 laying down ecodesign requirements for household dishwashers pursuant to Directive 2009/125/EC of the European Parliament and of the Council amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1016/2010 (OJ 315, 5.12.2019, p. 267).
Annex II, point 3.				
186	3. Refrigerating appliances with a direct sales function according to Commission Regulation (EU) 2019/2024 ¹ 1. Commission Regulation (EU) 2019/2024 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances with a direct sales function pursuant to Directive 2009/125/EC of the European	3. Refrigerating appliances with a direct sales function according to Commission Regulation (EU) 2019/2024 ¹ 1. -Commission Regulation (EU) 2019/2024 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances with a direct sales function pursuant to Directive 2009/125/EC of the European	3. Refrigerating appliances with a direct sales function according to Commission Regulation (EU) 2019/2024¹ 1. Commission Regulation (EU) 2019/2024 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances with a direct sales function pursuant to Directive 2009/125/EC of the European	

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	Parliament and of the Council (OJ 315, 5.12.2019, p. 313).	Parliament and of the Council (OJ 315, 5.12.2019, p. 313).	Parliament and of the Council (OJ 315, 5.12.2019, p. 313).	
Annex II, point 4.				
187	<p>4. Refrigerating appliances according to Commission Regulation (EU) 2019/2019¹</p> <p>1. Commission Regulation (EU) 2019/2019 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances pursuant to Directive 2009/125/EC of the European Parliament and of the Council and repealing Commission Regulation (EC) No 643/2009 (OJ 315, 5.12.2019, p. 187).</p>	<p>4. Refrigerating appliances according to Commission Regulation (EU) 2019/2019¹</p> <p>1. Commission Regulation (EU) 2019/2019 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances pursuant to Directive 2009/125/EC of the European Parliament and of the Council and repealing Commission Regulation (EC) No 643/2009 (OJ 315, 5.12.2019, p. 187).</p>	<p>4. Refrigerating appliances according to Commission Regulation (EU) 2019/2019¹</p> <p>1. Commission Regulation (EU) 2019/2019 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances pursuant to Directive 2009/125/EC of the European Parliament and of the Council and repealing Commission Regulation (EC) No 643/2009 (OJ 315, 5.12.2019, p. 187).</p>	<p>4. Refrigerating appliances according to Commission Regulation (EU) 2019/2019¹</p> <p>1. Commission Regulation (EU) 2019/2019 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances pursuant to Directive 2009/125/EC of the European Parliament and of the Council and repealing Commission Regulation (EC) No 643/2009 (OJ 315, 5.12.2019, p. 187).</p>
Annex II, point 5.				
188	<p>5. Electronic displays according to Commission Regulation (EU) 2019/2021¹</p> <p>1. Commission Regulation (EU) 2019/2021 of 1 October 2019 laying down ecodesign requirements for electronic displays pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EC) No 642/2009 (OJ 315, 5.12.2019, p.241).</p>	<p>5. Electronic displays according to Commission Regulation (EU) 2019/2021¹</p> <p>1. Commission Regulation (EU) 2019/2021 of 1 October 2019 laying down ecodesign requirements for electronic displays pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EC) No 642/2009 (OJ 315, 5.12.2019, p.241).</p>	<p>5. Electronic displays according to Commission Regulation (EU) 2019/2021¹</p> <p>1. Commission Regulation (EU) 2019/2021 of 1 October 2019 laying down ecodesign requirements for electronic displays pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EC) No 642/2009 (OJ 315, 5.12.2019, p.241).</p>	<p>5. Electronic displays according to Commission Regulation (EU) 2019/2021¹</p> <p>1. Commission Regulation (EU) 2019/2021 of 1 October 2019 laying down ecodesign requirements for electronic displays pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EC) No 642/2009 (OJ 315, 5.12.2019, p.241).</p>
Annex II, point 6.				
189	<p>6. Welding equipment according to Commission Regulation (EU) 2019/1784¹</p>	<p>6. Welding equipment according to Commission Regulation (EU) 2019/1784¹</p>	<p>6. Welding equipment according to Commission Regulation (EU) 2019/1784¹</p>	<p>6. Welding equipment according to Commission Regulation (EU) 2019/1784¹</p>

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
	1. Commission Regulation (EU) 2019/1784 of 1 October 2019 laying down ecodesign requirements for welding equipment pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 272, 25.10.2019, p. 121).	1. -Commission Regulation (EU) 2019/1784 of 1 October 2019 laying down ecodesign requirements for welding equipment pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 272, 25.10.2019, p. 121).	1. -Commission Regulation (EU) 2019/1784 of 1 October 2019 laying down ecodesign requirements for welding equipment pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 272, 25.10.2019, p. 121).	1. -Commission Regulation (EU) 2019/1784 of 1 October 2019 laying down ecodesign requirements for welding equipment pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 272, 25.10.2019, p. 121).
Annex II, point 7.				
190	7. Vacuum cleaners according to Commission Regulation (EU) 666/2013 ¹ 1. Commission Regulation (EU) 666/2013 of 8 July 2013 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for vacuum cleaners (OJ 192, 13.07.2013, p. 24).	7. Vacuum cleaners according to Commission Regulation (EU) 666/2013 ¹ 1. -Commission Regulation (EU) 666/2013 of 8 July 2013 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for vacuum cleaners (OJ 192, 13.07.2013, p. 24).	7. Vacuum cleaners according to Commission Regulation (EU) 666/2013 ¹ 1. -Commission Regulation (EU) 666/2013 of 8 July 2013 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for vacuum cleaners (OJ 192, 13.07.2013, p. 24).	7. Vacuum cleaners according to Commission Regulation (EU) 666/2013 ¹ 1. -Commission Regulation (EU) 666/2013 of 8 July 2013 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for vacuum cleaners (OJ 192, 13.07.2013, p. 24).
Annex II, point 8.				
191	8. Servers and data storage products according to Commission Regulation (EU) 2019/424 ¹ 1. Commission Regulation (EU) 2019/424 of 15 March 2019 laying down ecodesign requirements for servers and data storage products pursuant to Directive 2009/125/EC of the European Parliament and of the Council and amending Commission Regulation (EU) No 617/2013 (OJ 74, 18.03.2019, p. 46).	8. Servers and data storage products according to Commission Regulation (EU) 2019/424 ¹ 1. -Commission Regulation (EU) 2019/424 of 15 March 2019 laying down ecodesign requirements for servers and data storage products pursuant to Directive 2009/125/EC of the European Parliament and of the Council and amending Commission Regulation (EU) No 617/2013 (OJ 74, 18.03.2019, p. 46).	8. Servers and data storage products according to Commission Regulation (EU) 2019/424 ¹ 1. -Commission Regulation (EU) 2019/424 of 15 March 2019 laying down ecodesign requirements for servers and data storage products pursuant to Directive 2009/125/EC of the European Parliament and of the Council and amending Commission Regulation (EU) No 617/2013 (OJ 74, 18.03.2019, p. 46).	8. Servers and data storage products according to Commission Regulation (EU) 2019/424 ¹ 1. -Commission Regulation (EU) 2019/424 of 15 March 2019 laying down ecodesign requirements for servers and data storage products pursuant to Directive 2009/125/EC of the European Parliament and of the Council and amending Commission Regulation (EU) No 617/2013 (OJ 74, 18.03.2019, p. 46).
Annex II, point 9.				

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
192	9. [Mobile phones, cordless phones and tablets according to Commission Regulation (EU) .../... ¹] 1. ...	9. f Mobile phones, cordless phones and tablets according to Commission Regulation (EU) .../... ¹ 1. f ...	9. f Mobile phones, cordless phones and slate tablets according to Commission Regulation (EU) .../... ¹ 2023/1670 ¹ 1. Commission Regulation (EU) 2023/1670 of 16 June 2023 laying down ecodesign requirements for smartphones, mobile phones other than smartphones, cordless phones and slate tablets pursuant to Directive 2009/125/EC of the European Parliament and of the Council and amending Commission Regulation (EU) 2023/826 (OJ L 214, 31.8.2023, p. 47–93). ...	
Annex II, point 9a.				
192a		9a. Bicycles		
Annex II, point 9a.				
192b				9a. Household tumble dryers, according to Commission Regulation (EU) 2023/2533¹ ¹ Commission Regulation (EU) 2023/2533 of 17 November 2023 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for household tumble dryers, amending Commission Regulation (EU) 2023/826, and repealing

	Commission Proposal	EP Mandate	Council Mandate	Draft Agreement
				<u>Commission Regulation (EU) No 932/2012</u>

