

## **Written comments by the Estonian delegation – 13 September 2023**

We thank the Presidency for preparing the preliminary drafting proposals to the 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 (hereinafter “Directive”). We hereby submit our initial comments concerning Articles 4, 7 and 12 and their corresponding recitals of the Directive. Please note that the following comments are still preliminary as the official position of Estonia has not been confirmed (scrutiny reservation).

### **Article 4**

Estonia considers it important that consumers are provided with the necessary information on repairing services before concluding a contract, given that consumers typically use precontractual information provided by the repairers as a main source of information to differentiate the benefits and risks associated with various service providers. However, Estonia is not in favour of the introduction of the European Repair Information Form as provided for in the Directive. First, we strongly doubt whether providing additional information to the consumer using the European Repair Information Form would provide sufficient added value to justify imposing such a cumbersome obligation on the repairers. Based on our experience, consumers have vast knowledge regarding the different opportunities to repair damaged goods and they are competent in searching additional information online (e.g. using search engines such as Google). In today’s fast-paced society, consumers tend to want their goods repaired or replaced as quickly as possible. We are hesitant about consumers requesting a separate repair form that needs time to be prepared when most of the information is accessible easily online (e.g. services provided by a repairer, the price and the estimated time needed to complete the repair).

Second, we believe that imposing an obligation on the repairers to provide the European Repair Information Form leads to serious administrative burden. Article 4(4) of the Directive obliges the repairer to include a large amount of information in the European Repair Information Form. We reckon that some of the information could be difficult to provide in practice (e.g. the detailed nature of the defect and the type of repair suggested, the estimated time needed to complete the repair) and it would take the repairer plenty of resources to do so. Moreover, the European Repair Information Form must be provided free of charge (Article 4(3) of the Directive). This further exacerbates the problem of administrative burden since the repairers must make huge investments while getting almost nothing in return. This especially affects small and medium-sized enterprises that suffer from the obligation to provide the European Repair Information Form as their resources are already limited.

Even if such an obligation to provide a repair information form were to be imposed, it is important to ensure that compliance with the formalities does not create difficulties for consumers in asking questions or comprehending the information provided. Even if Annex I of the Directive provides a template for the European Repair Information Form, there is a risk that in practice the repairers will fill the form with unnecessary details and thus overload the consumer with information or, on the contrary, provide very little information regarding the repair service which, in turn, achieves the opposite of the objective intended by the Directive.

Lastly, we find the obligation to conclude the contract for the repair and provide repair services (Article 5(4) of the Directive) problematic in terms of the fundamental principles of contract law. As a general rule, parties are entitled to shape their legal relationship (party autonomy), which includes the freedom to decide whether to enter into a contract in the first place or under which conditions to do so. Usually, only vital services (i.e. services that have an overwhelming impact on the functioning of society and the interruption of which is an immediate threat to the life or health of people) justify imposing an obligation to enter into a contract. These services relate to the ambulance, hospitals, public water supply, sewerage, electricity, etc. We are of the opinion that repairing goods is not an essential service and imposing an obligation to conclude a contract as well as the sanction to reimburse the costs paid for identifying the nature of the defect and the type of repair when the repairer fails to provide the repair service is disproportionate to the benefit received from such obligation. Therefore, we do not support the imposition of the obligation to repair and we find that creating a new right of recourse for consumers against the producers is hardly practical. Instead, we prefer that producers have the obligation to ensure greater access to spare parts and repair manuals, which can be used by both repairers and end-users.

## **Articles 7 and 7a**

One of the most important aspects of encouraging consumers to repair products rather than replace them is access to information. Estonia considers it important that consumers are able to find information on repair service providers quickly, efficiently and free of charge. We thus generally support the idea of creating an online platform which allows consumers to find repairers as well as sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment. If an online platform is to be created for this purpose, we would prefer it to be a single and multilingual European platform. We find the European platform to be a better option compared to every Member State creating their own platform. With the European platform, the Commission will have greater responsibility for setting up and managing the European platform, which will in turn reduce the administrative burden for Member States. This is especially important for smaller Member States (such as Estonia) since creating and managing a local platform would be cumbersome as various costs are incurred. Although Member States may adopt registration fee to cover the costs for operating the platform (recital 22 of the Directive), we are not convinced that these fees would cover the costs of maintaining a local platform. Therefore, we prefer one European platform rather than local platforms.

Even though the European platform is a better alternative to local platforms, we are not entirely persuaded that such an online platform is entirely feasible or practical. As with the repair information form, consumers have access to different search engines, which makes it convenient to find information about repairers and sellers of goods subject to refurbishment. Nevertheless, should the European platform be created, we find it important that the platform would be compatible with the existing information systems and platforms of Member States (e.g. by adding links to local platforms). Additionally, Estonia is not in favour of placing the responsibility for the development, management and ensuring the functioning of an EU-wide platform on the Member States. We believe that the Directive should be clear on the responsibilities of the Commission and the Member States.

Estonia does not support the introduction of national contact points. We find that the obligation to designate a national contact point as provided in Article 7a of the Directive brings about disproportionate administrative burden to Member States. By being responsible for all of the tasks listed in Article 7a(1), Member States are going to incur different costs related to administration, registration and user service. Additionally, we are concerned about the obligation of the national contact points to verify and approve the registration requests from repairers established on their national territory. As a general principle, everyone has the right to freely commence, pursue and terminate economic activities in any area of activity at any time. Allowing economic activities in an area of activity only on the basis of an activity licence is justified only due to an overriding reason relating to the public interest. Although not directly establishing the obligation to receive an activity license for the repair service, by verifying the repairers' competence and having the right to decline the request, it restricts the freedom to engage in economic activity in a way the repairers see fit. By imposing such control requirements and mechanisms, it is burdensome for Member States as well as small repairers, who would therefore not use the platform, further reducing the visibility of small entrepreneurs. Moreover, fragmentation may occur amongst the EU if each Member State has the possibility to impose conditions for registering and access to the platform. In conclusion, the introduction of national contact points causes the Directive to move in a direction that is not in line with our understanding of what would contribute to the popularization of the repair of goods.

## **Article 12**

Estonia supports the goal of promoting sustainable consumption and improving the functioning of the internal market, thus promoting circular economy and environmental protection. However, we consider it important that consumers have the right of choice between replacement and repair as this is an important aspect of consumer protection. It has been unclear to us from the outset how these new rules are supposed to achieve the desired results of the Directive. The law of obligations works in a way that one party is interested in a product or service and when another party is interested in delivering a corresponding product or service, the parties have reached an agreement. The current wording of the Directive seems to force the parties to repair a product even though the parties might not even be interested in repairment. The obligation to repair could be enforced in practice only by establishing public supervision, which ensures that the consumer and repairer do not agree to replace a product in a

situation where repairment is possible. Additionally, sanctions must be established for breaching the obligation to repair as the parties might not be motivated to repair a product if replacement is more beneficial to both. The establishment of sanctions could punish the consumer for not choosing repairment which, on the contrary to the objectives of the Directive, reduces the level of consumer protection. Unless we want to establish a massive surveillance of the repairers and consumers, directing the parties to repair is not feasible in practice. Therefore, if the consumer's right to choose replacement is limited, one must be very careful to ensure that this contributes to the objectives of the Directive and does not lead to a counterproductive situation. For instance, by imposing on the consumer the obligation to repair, it could lead to unjustified inconvenience for the consumer (particularly in cross-border situations). This could discourage the consumers from seeking repair, which would in turn not promote more sustainable consumption. To add, in certain cases, repairment may leave a larger ecological footprint compared to replacement.

Furthermore, Estonia is not in favour or already amending the freshly transposed Directive (EU) 2019/771, especially on important topics such as the extension of the liability period of the seller or the extension of the reversal period of the burden of proof. Even if amendments have to be made, it should not be done so quickly. We should allow the laws of the Member States to take effect so that it is possible to assess whether the regulations are working in practice. It is also not entirely clear to us how Article 12 of the Directive relates to Article 13(2) of the Directive (EU) 2019/771 as we have difficulties understanding the practical outcome of the amendments. In conclusion, we are rather sceptical about the amendments to the Directive (EU) 2019/771 and we are currently unable to agree with either option.

**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**

**Italian comments on Presidency Document – “Presidency proposals on Articles 4, 7 and 12  
and corresponding recitals” Brussels, 30 August 2023 (OR. en) 12425/23**

**Preliminary comments and scrutiny reserve**

Italy welcomes the new wording of Articles 4, 7, and 12 (and their related recitals), particularly the acceptance of the proposal to establish a European-level platform, to provide a European Repair Information Form free of charge, and the clarifications on the "supply chain" of the obligated parties responsible for the repair process.

However, as specified below, some concerns still remain with regard to some paragraphs of the aforementioned articles - and related recitals – in which we underline some critical aspects and reiterate comments and proposal of emendaments that we have already raised in our previous written comments and that have not been taken into consideration in this proposal of amendments.

These are preliminary comments under scrutiny reserve.

\*\*\*

*Article 4*

**European Repair Information Form**

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, and within a reasonable period of time since the request before a consumer is bound by a contract for the provision of repair services.~~
2. ~~Repairers other than those obliged to repair by virtue of Article 5 shall not be obliged to provide the European Repair Information Form where they do not intend to provide the repair service. **The European Repair Information Form shall be provided by:**~~

**Commented [IT1]:** Regarding this paragraph, we wish to reiterate some comments and proposed amendments that we have previously submitted but have not been included in this current set of amendments. See below:

On the European Repair Information Form, we express concerns regarding the functionalities, the responsible parties for its completion, the technical specifications, the content (as mentioned below).

Regarding the contents of the form, we consider there may be some additional elements to consider, depending on the specific needs or regulatory requirements of the Member States (and/or the Authorities) that will enforce the provisions relating to the form.

Here are some possible elements to be added:

Warranty Terms and Conditions: It could be useful to include information about the warranty offered for the repair service. This may encompass the duration of the warranty, any applicable limitations or exceptions, and the procedures for requesting assistance within the warranty period.

Return and Refund Policies: If the repair service involves upfront costs or a deposit, it would be important to provide consumers with clear information regarding the return and refund policy, in case they decide to cancel the repair or request a refund.

Limitations or Restrictions: In cases where there are specific limitations or restrictions for the repair service, such as exclusions for certain types of defects or instances where repairs may not be feasible, it is important to provide this information clearly and transparently.

Complaint Procedures: Including information on complaint procedures would be beneficial to address situations where consumers are dissatisfied with the repair service or w... [1]

**Commented [IT2]:** We find this amendment unclear. Why is the reference to the definition of "durable support" from Article 771 being removed? This reference appears to provide an additional level of consumer protection, and its removal raises questions.

**Commented [IT3]:** We concur with the request to set a deadline for response. However, it is crucial to make a distinction: if the Form is entirely free, it may be acceptable to allow for non-predefined response times (although the term "reasonable period" appears somewhat vague). In such cases, consumers have the option to approach multiple repairers, which naturally incentivizes repairers to provide the Form promptly. On the other hand, if there is any fee associated with the Form, the response time should be limited to a maximum of 3 to 7 days.

**Commented [IT4]:** Regarding this paragraph, we wish to reiterate some comments and proposed amendments that we have previously submitted but have not been included in this current set of amendments. See below:

Manufacturers should be responsible for providing all the necessary information to repairers to complete the form accurately. The proposal in fact aimed at strengthening the information role of the producer on the characteristics of composition and use of the product towards the end user, to improve his consumption habits

Empowering independent repair networks is crucial for promoting widespread repair practices and ensuring that repair services remain affordable for consumers.

(a) **the producers, authorised representatives, importers or distributors who have an obligation to repair by virtue of Article 5 or where applicable their subcontractors;**

(b) **repairers other than those referred to in letter a) when they intend to provide the repair service.**

3. **The European Repair Information Form shall be provided free of charge.** The repairer may request the consumer to pay **only** the necessary costs the repairer incurs for **identifying the nature of the defect and the type of repair** providing the information included in 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.

**The repairer may deduct such costs out of the price of the repair service, if the consumer chooses to have the product repaired.**

4. The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner:

- (a) the identity of the repairer;
- (b) the geographical address at which the repairer is established as well as the repairer's telephone number and email address and, if available, other means of **online** communication which enable the consumer to contact, and communicate with, the repairer **in a quickly and, efficiently and accessible manner;**
- (c) the good to be repaired;
- (d) the **detailed** nature of the defect and the type of repair suggested;
- (e) the price or, if the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated and the **estimated** maximum price for the repair **and the reasons making impossible to calculate the repair price in advance;**
- (f) the estimated time needed to complete the repair;
- (g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;
- (h) the place where the consumer hands over the goods for repair,

**Commented [IT5]:** We appreciate the inclusion of these two points, which address Italian requests and provide clarification regarding the "supply chain" of the obligated parties.

**Commented [IT6]:** We are pleased to see the acceptance of the Italian request, among others, to provide a form free of charge.

**Commented [IT7]:** We concur with the opinion that the repairer's time spent diagnosing the defect and planning the repair should be compensated. Additionally, informing the consumer about the factors contributing to the final repair cost is a valuable means of educating consumers about the importance of caring for their products to prevent damages.

**Commented [IT8]:** Italy had previously proposed the removal of paragraph 3.1. We can now accept this new wording, but we want to emphasize that in cases where a comprehensive evaluation of the product is necessary, the repairer may request the consumer to cover only the actual expenses incurred in determining the issue's nature and the necessary repairs, with a predefined maximum cost limit. We propose the following revised wording:

**The European Repair Information Form shall be provided free of charge.** The repairer may request the consumer, in cases where a significant assessment of the product is necessary and specifying a maximum allowable cost, to pay **only** the necessary costs the repairer incurs for **identifying the nature of the defect and the type of repair** providing the information included in the European Repair Information Form.

**Commented [IT9]:** We find this modification acceptable, although it could potentially be viewed as an incentive for service charges. Nonetheless, it's important to note that such a practice was already possible before, as there was no explicit prohibition.

Moreover, including this as part of the conditions for consumers to consider when choosing a repairer for their damaged product can foster healthy competition among repairers. However, it's vital that this information is readily available on the Platform, ideally under the description of each repairer, and easily selectable as a filter, to empower consumers in making informed decisions.

**Commented [IT10]:** Regarding this paragraph, we would like to reiterate certain comments and proposed amendments that we have previously put forward. Regrettably, it seems that these have not been incorporated into this current set of amendments. See below:

There should be an obligation, in case the "repair" fails ... [2]

**Commented [IT11]:** Accepted

**Commented [IT12]:** Establishing and communicating a binding maximum price, particularly when it cannot be precisely calculated, is indeed a challenge. In such cases, it is more appropriate to provide an estimated maximum price, similar to the estimated repair time.

- (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;

**Commented [IT13]:** We agree with the proposed change, as this approach makes it more difficult to deceive consumers.

(i) **additional information provided voluntarily by the repairer.**

**Commented [IT14]:** Introducing voluntary information has the potential to overload the European Repair Information Form, and if not managed carefully, it could indeed make it challenging for consumers to discern essential information, potentially causing confusion rather than clarity.

(i2) **necessary costs the repairer incurs for identifying the nature of the defect and the type of repair, if any, and whether the repairer offers their deductibility.**

The primary advantage of having a single form is that it enables consumers to make meaningful comparisons. If this premise is altered, the form could lose its fundamental purpose of providing a standardized and easily comparable source of information for consumers.

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.~~

**Commented [IT15]:** In Recital 7, the information regarding the potential deduction of costs for identifying the nature of the defect and the type of repair could be included in an open section of the Form. However, to better serve consumers, it would be more beneficial to provide this information directly on the Platform. This way, consumers can use it as a criterion for selecting a repairer. We request the addition of this point for improved consumer transparency.

**The repairer and the consumer may agree on a longer period of validity of the European Repair Information Form with a maximum time limit to be established for repairs designed for the specific product categories. Where the consumer accepts the conditions set in the form within the period of validity, the repairer shall be obliged to conclude the contract for the repair. Repairers other than those referred to in paragraph 2, letter a), may refuse the repair if they have compelling reasons preventing the performance of the repair, duly justified in writing. If a contract for the provision of repair services is concluded within the 30-day period, the** ~~The~~ **conditions of repair specified in the European Repair Information Form shall constitute an integral part of that the repair contract. Where the repairer does not provide the repair service, the costs paid for identifying the nature of the defect and the type of repair shall be reimbursed by the repairer.**

**Commented [IT16]:** As previously mentioned in our comments (see above), we request the addition of a maximum time limit and the specification that this provision is exclusively applicable to specific categories of products.

6. Where the repairer has supplied a complete and accurate European Repair Information Form to the consumer, it shall be deemed to have complied with the following requirements:

- (a) information requirements regarding the main features of the repair service laid down in Article 5(1) point (a), and Article 6(1), point a of Directive 2011/83/EU and Article 22(1), point (j), of Directive 2006/123/EC;
- (b) information requirements regarding the repairer's identity and contact information laid down in Article 5(1), point (b), and Article (6)(1), points (b) and (c), of Directive 2011/83/EU, Article 22(1), point (a), of Directive 2006/123/EC and Article 5(1), points (a), (b) and (c), of Directive 2000/31/EC;

**Commented [IT17]:** While we may be open to this provision in principle, a significant question arises about how a reimbursement can be requested if the repairer chooses not to proceed with the repair. This becomes particularly complex when considering that the repairer can request "compensation" for cases of exceptional difficulty. In essence, the initial payment appears to serve as consideration for problem identification, which, in many cases, has already been successfully completed. This raises concerns about the fairness and transparency of this arrangement.

- (c) information requirements regarding the price laid down in Articles 5(1), point (c), and Article 6(1), point (e), of Directive 2011/83/EU and Article 22(1), point (i) and (3), point (a), of Directive 2006/123/EC;
- (d) information requirements regarding the arrangements for the performance and the time to perform the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.

7. **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. <sup>1</sup>**

**Commented [IT18]:** See our comments below at recital 8.

## RECITALS

(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 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, the repairer could voluntarily add additional information for the consumer, such as the possibility of deducting the possible costs for identifying the nature of the defect and the type of repair.** Information in the European

**Commented [IT19]:** Please, refer to what is stated in Article 4, paragraph 4, sub-section j, regarding an excess of information to the detriment of the consumer.

**Commented [IT20]:** To enhance the consumer experience, it would be more beneficial to provide this information directly on the Platform, possibly with a search filter. This way, consumers can use it as an initial screening criterion when selecting a repairer, making the process more user-friendly and efficient.

<sup>1</sup> 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).

Repair Information Form should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882<sup>2</sup>.

- (8) The consumer's free choice to decide by whom to have its goods repaired should be facilitated by requesting the European Repair Information Form not only from the producer, but also from the seller of the goods concerned or from independent repairers, where applicable. Repairers should provide the European Repair Information Form only where the consumer requests that form and the repairer intends to provide the repair service or it is obliged to repair. A consumer may also choose not to request the European Repair Information Form and to conclude a contract for the provision of repair services with a repairer pursuant to pre-contractual information provided by other means in accordance with Directive 2011/83/EU of the European Parliament and the Council.<sup>3</sup>

- (9) **The European Repair Information Form should be provided free of charge. However,** there are situations in which a repairer incurs costs necessary for **identifying the nature of the defect and the type of repair and in that case the repairer should be able to request the consumer to pay the necessary costs the repairer incurs,** 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. **The costs should be reasonable and proportionate to the real cost of the service.** In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about such costs before the consumer requests 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. **If the consumer chooses to have the product repaired, the repairer should be able to deduct such costs out of the price of the repair. Such deduction could be communicated through the European Repair Information Form.**

**Commented [IT21]:** This is an important piece of information and should be given not only in a recital, but also in the body of this Directive (we suggest art. 4 (7)).

**Commented [IT22]:** We appreciate the acceptance of the Italian statements that emphasize the importance of empowering consumers with complete transparency regarding the costs incurred by repairers. This entails the inclusion of a provision specifying the necessary details to be included in the repair receipt.

Please also refer to our comments on Article 4, paragraph 3, subsection 1.

**Commented [IT23]:** Legally, what is intended as "real" cost of the service?

**Commented [IT24]:** We agree on this provision, as already stated.

<sup>2</sup> 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).

<sup>3</sup> 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).



(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~~ **a minimum period of 30 calendar days. However, the repairer and the consumer should be able to agree on a longer period.** This ensures that consumers are given sufficient time to compare different repair offers. In order to safeguard **the obligation to repair, producers, authorised representatives, importers or distributors and where applicable subcontractors, should be obliged to conclude the repair contract if the consumer accepts the conditions provided in the European Repair Information Form. Other repairers can refuse to perform the repair if they have compelling reasons preventing the performance of the repair, such as unexpected changes in circumstances since the provision of the form. The refusal should be duly justified in writing.** ~~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.

(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.

**Commented [IT25]:** See comments at art. 5.

**Commented [IT26]:** Regarding this recital, we would like to reiterate certain comments and proposed amendments that we have previously put forward. It seems that these have not been incorporated into this current set of amendments, and we believe they warrant further consideration. See below:

It is not necessarily the case that consumers will approach independent repairers in their proximity or the seller before reaching out to producers or their post-sale assistance. This will depend on the repair service set by the producer that can also encompass the affiliation of small repairers.

This recital, referred to the next article 4, is not clear in terms of role between manufacturers, sellers and repairers. Commission should clarify regulatory context to avoid supply chain overlap. See as well our comments at recital 12.

(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 organizations. A European standard for the quality of the repair services could boost consumer trust in repair services across the Union. Such standard should include the criteria for a high quality professional repair service and other aspects influencing consumer decisions on repair, such as the time to complete repair, the availability of temporary replacement goods, quality assurances such as a commercial guarantee on repair, and the availability of ancillary services such as removal, installation and transportation offered by repairers.

#### Article 7

##### European Online platform for repair and goods subject to refurbishment

- An European online platform for repair and goods subject to refurbishment shall be established to allow consumers to find repairers as well as sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment. The platform shall also allow consumers to make an informed selection of repairers, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment based on the search function according to point 4.**
- By [3 years after the entry into force] the Commission shall develop and put at the disposal of the Member States the online interface for the European Platform. The European Commission shall thereafter ensure the technical maintenance of the technical interface of the European platform. The online interface shall include a dedicated section for each Member State in its official language.**
- The use of the online platform shall be free of charge for consumers. The registration on the platform shall be voluntary for repairers and sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.**

**Commented [IT27]:** Concerning this recital, we would like to reiterate certain comments and proposed amendments that we have previously raised. It appears that these have not been integrated into the current set of amendments, and we believe they hold significance and merit further attention. See below:

We have some concerns regarding this new quality standard. While creating a new European quality standard may seem appealing, it presents significant challenges in terms of regulatory complexity, stakeholder involvement, implementation costs, and potential interference with existing standards. Utilizing existing standards offers the advantages of international credibility, expertise, efficiency, and consensus. Therefore, it is preferable to leverage the existing standards rather than creating a new one. We kindly request the Commission to provide further details on the matter.

We are not convinced that this proposal is feasible, as the technical standardization is voluntary and responds to a market need. On the other hand, it seems difficult to establish a comprehensive standard for repair services that encompasses the wide range of repairs.

Regardless, we are open to supporting any EU-level initiative that promotes the enhancement and standardization of competences and professional qualifications among repairers. Our aim is to ensure consumer protection from poorly repaired goods by addressing the issue of substandard repair services.

**Commented [IT28]:** We are not convinced of the feasibility of this proposal as the technical standardization is voluntary and responds to a market need. On the other hand, it seems difficult to define a possible standard for repair services with a broad meaning referring to the generality of repairs.

Furthermore, we are opposed to introducing new standards because we believe that existing ones should be valued. The important thing is that there are common standards that can be referred to. If the standards are not common, they cannot be used on the platforms.

That being said, if a decision is made to proceed with the introduction of new European standards, it is acceptable that these should include criteria for a high-quality repair service.

Besides, in substance, the most important thing is not the ancillary services of the time to repair but that the repair is done by qualified professional subjects to have a good quality result.

**Commented [IT29]:** We appreciate the inclusion of the new provision regarding the European-level Platform, as indicated by the Italian delegation, among others.

**Commented [IT30]:** The purpose of the Platform is not only to find but also to make a selection of the repairers to be contacted on the basis of the information included for each registered subject.

14. ~~Member States shall ensure that at least one online platform exists for their territory that allows consumers to find repairers. That~~ **The** platform shall:

- (a) ~~include search functions regarding goods, location of repair services~~ **and possibility of cross border provision of services**, repair conditions, including the **professional qualification(s) of the repairers for each type of repaired good and proof of it**, **average** 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;
- (b) enable consumers to request the European Repair Information Form via the platform;
- (c) allow for regular updates of contact information and services by repairers;
- (d) ~~allow repairers to indicate their adherence to applicable European or national quality standards;~~
- (e) enable accessibility through national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724;
- (f) ensure accessibility for persons with disabilities;
- (g) **allow for a search function by product category to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment; and**
- (h) **provide contact forms for users to report IT-related issues and issues concerning the repairers as well as 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.~~

**Commented [IT31]:** Regarding this specific point in the paragraph, we understand that there are comments and proposed amendments that have been previously raised but not addressed in this current proposal of amendments. See below:

To improve the search function, we propose to list the different elements in separate lines and to add the professional qualifications and adherence to certain repair standards of the repairers to the characteristics for the search function.

To avoid new burdens to SME's, the aspects related to the inclusion of professional requirements in the Platform should be assessed based on different sectors of activity, in order to ensure that repairers meet the necessary standards to provide quality repair services.

**Commented [IT32]:** We appreciate this amendment, which aligns with the concerns raised by the Italian delegation regarding the facilitation of cross-border services.

**Commented [IT33]:** The specific information about the time to complete the repair is impossible to be verified therefore it is useless to ask for it because it will open a door to abuses despite the possibility for consumer to report issues.

Instead, an indicator of the ability to complete the repair in time could be introduced.

In Recital 24 the average time is indicated. I suggest to add also here the "average" time.

**Commented [IT34]:** Regarding this paragraph, we wish to reiterate some comments and proposed amendments that we have previously submitted but have not been included in this current set of amendments. See below:

See our concerns on the new "quality standard" at recital 27 and art. 4,1.

If in point (c ) the update of the contact information and serviced provided is possible, also the update of the adherence to applicable European or national quality standards and other characteristics should be allowed in point .

**Commented [IT35]:** We welcome these provisions that take into account italian suggestions and statements.

3. ~~Registration on the online platform for repairers, as well as for sellers of goods subject to refurbishment and for purchasers of defective goods for refurbishment, shall be voluntary. Member States shall determine the access to the platform in accordance with Union law. The use of the online platform shall be free of charge for consumers.~~

#### Article 7a

##### National contact points

1. Each Member States shall designate a national contact point responsible for the following tasks:

- (a) verification of the information provided with each registration request and approval of registration requests from repairers as well as sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment established on their national territory;
- (b) ensuring that the information of approved repairers is regularly updated;
- (c) response to users' enquiries and complaints regarding the use of the platform and exercise the tasks of intermediary service provider in accordance with Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act)
- (d) co-operation with the Commission relating to the functioning of the European platform.

2. Member States shall determine the conditions for registering and accessing to the platform in accordance with Union law.

**Commented [IT36]:** We could agree in principle with the concept of a national contact point but wish to highlight the issue of costs related to this new administrative burden for Member States. This function was not assessed in the impact assessment. Perhaps a structure of this kind would make more sense at the European level to achieve economies of scale.

**Commented [IT37]:** We believe that the other two categories of subjects should also be mentioned here.

## RECITALS

(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 the Commission should develop an online interface for a European platform to be made available to Member States. That platform may be an existing or privately operated platform, if it meets the Member States will be able to use the European platform or develop they own equivalent technical solutions for the same purposes and with the same conditions laid down in this Directive. ~~That~~ The European 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~~ the European platform aims at facilitating the search for repair services in business-to-consumer relationships, in order to promote sustainable consumption of goods in situations outside the liability of the seller, the platform should also promote goods subject to refurbishment. To that end, the 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. ~~Member States are free to extend its scope also to include~~ Besides, the platform should be able to facilitate other types of complementary market-based instruments, like business-to-business relationships as well as community-led repair initiatives.

**Commented [IT38]:** With regard to this recital, we reiterate some comments and proposals for amendments that we have previously raised, and which have not been taken into consideration in this proposal for amendments. See below:

In order for consumers to enjoy more choices to have their products repaired, we believe that it would be important to establish a European-level platform, instead of many at national level. In this way, competition between repairers would be stimulated, with benefits for consumers in terms of prices and quality of service. If the directive was to establish a maximum period for reparation and make shipping insurance a standard requirement, consumers would be protected even if goods are sent abroad.

The extension of the scope of the platform to include business-to-business relationships and community-led repair initiatives is welcome. However, the different types of repairers should be kept separate in different sections of the platform. This segregation is necessary to prevent the blending of consumer-related and business-related services, as well as to distinguish between professional (qualified) repair services and simpler repair services (such as "repair cafés") that are limited to repairs consumers can do themselves.

- (22) ~~Member States~~ **The Commission** should ensure that **the European platform admits registration of all economic operators that may provide repair services in the Union as well as sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment, and facilitates have an easy access to it the online platform. Member States should designate a national contact point responsible for a number of tasks in connection to repairers, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment established on their national territory.** Member States should be free to decide which **criteria conditions** ~~the repairers, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment established on their national territory established on their national territories should be able to~~ ~~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, **sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment established on their national territory or providing services to consumers in that Member State, or if registrants should pay a registration fee covering the costs for operating the platform.** To guarantee a wide choice of repair services on the online platform, Member States should ensure that access to the online platform is not limited to a specific category of repairers, **sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.** 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~~ **from repairers, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment,** provided they fulfil the applicable requirements to access the online platform. **National contact points should define which procedures they put in place to fulfil the tasks laid down in this Directive in particular those related to the verification, and approval of registration requests or ensuring the information is updated. National contact points or any other**

**Commented [IT39]:** The use of the term "conditions" can be misleading, as it refers to the indication of particular constraints or obligations placed on the repairers for participation in the platform, which in fact would represent a barrier to access.

**Commented [IT40]:** In our opinion, participation in the platform by repairers must be free of charge, precisely to encourage wider participation in the tool.

authority the Member State may designate can carry out surveillance on the data contained in the online platform related to repairers, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment established on their national territory aimed at detecting, identifying and removing non-valid information on the online platform.

- (23) ~~Member States~~ The European Commission should ensure that ~~consumers have the platform provides~~ easy and free of charge access to ~~the online platform~~ consumers. The platform should also allowing ~~them~~ consumers to find suitable repair services for their defective goods buy refurbished goods or sell 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, repair quality indicators and professionals qualification(s) of the repairers and any repair condition, including location of the repairer and the possibility of cross border provision of services. The online platform should also be accessible to vulnerable consumers, including persons with disabilities, in accordance with applicable Union law relating to accessibility.

- (24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the 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, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment 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.

**Commented [IT41]:** Please refer to our previous comments regarding this matter.

**Commented [IT42]:** With regard to this recital, we reiterate some comments and proposals for amendments that we have previously raised and that have not been taken into consideration in this proposal for amendments. See below:

It is important that repairers are able to demonstrate their claimed professional capabilities and qualifications within the dedicated section of the platform where they are registered.

To avoid new burdens to SME's, the aspects related to the inclusion of professional requirements in the Platform should be assessed based on different sectors of activity, in order to ensure that repairers meet the necessary standards to provide quality repair services.

We recommend establishing a specific timeframe for the right to repair to be exercised, starting from the date of purchase. This would prevent distributors from maintaining agreements with manufacturers for an unduly extended period. Furthermore, it is advisable to include time limits for reparability in all delegated acts to ensure clarity and certainty. Currently, certain delegated acts do not specify such time limits for reparability.

The Commission should better clarify the reference to repair standards, bearing in mind that at the national level there are already defined qualification criteria based on the various sectors of activity .

**Commented [IT43]:** It should better clarify the reference to repair standards, bearing in mind that at the national level there are already defined qualification criteria based on the various sectors of activity .

- (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~~ **the Commission** should ensure that ~~their~~ **the** online platforms ~~are~~ **is** accessible through relevant ~~national~~ webpages connected to the Single Digital Gateway established by Regulation (EU) 2018/1724 of the European Parliament and of the Council<sup>4</sup>. To raise consumer awareness of the online platform, **the Commission and the** Member States should undertake appropriate steps, for instance sign-post the online platform on ~~related national~~ websites or carry out communication campaigns.
- (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.~~

#### Article 12

#### Amendment to Directive (EU) 2019/771

~~In Article 13(2) of Directive (EU) 2019/771 the following sentence is added:~~

~~‘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.’~~

<sup>4</sup> 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).



### Option 1

In order to have the goods brought into conformity, the consumer may choose between repair and replacement **where the costs for replacement are less than the costs for repair**, unless the remedy chosen would be impossible or, compared to the other remedy, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:

- (a) the value the goods would have if there were no lack of conformity;
- (b) the significance of the lack of conformity; and
- (c) whether the alternative remedy could be provided without significant inconvenience to the consumer.

**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. However, if the seller cannot repair the goods in accordance with article 14, the consumer may choose the replacement.**

### Option 2

In order to have the goods brought into conformity, the consumer may choose between repair and replacement where the costs for replacement are less than the costs for repair, unless the remedy chosen would be impossible or, compared to the other remedy, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:

- (a) the value the goods would have if there were no lack of conformity;
- (b) the significance of the lack of conformity; and
- (c) whether the alternative remedy could be provided without significant inconvenience to the consumer.

**Where the costs for replacement are equal to or greater than the costs for repair, the seller shall inform the consumer accordingly and shall initially offer to repair the good.**

**Commented [IT44]:** We prefer option 1, but we also refer to our previous statements in which we inform that concerns have been raised by Italian consumer associations regarding consumer rights, as the repair process can result in a period of unavailability for the consumer.

The last paragraph in option 2 is positive in that it stipulates that the consumer is first informed, whereas in option 1, it simply states "the seller shall repair the goods" without addressing the issue of information. Nevertheless, when a consumer brings a product to the seller or communicates with them online about an issue they have encountered, the seller will inevitably have to inform the consumer about what they are doing. Therefore, this informational requirement may become less significant.

## **RECITAL**

- (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. 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.

## ANNEX I

### EUROPEAN REPAIR INFORMATION FORM

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

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

#### 2. Information on the repair service

Good to be repaired	[Identification of the good]
Determination of the defect	<b>[Detailed Description of the defect]</b>
Type of repair suggested	[What kind of measures will be taken to repair the defect]
Price for repair or, if it cannot be calculated, the applicable calculation method and maximum price of repair	[This means the total amount or, if not possible, the calculation method and the ceiling for the repair service, in EUR/national currency]
Estimated time to complete repair	[In days, counting from the conclusion of the contract until the repair will be completed]
Availability of a temporary replacement product	[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']
If yes, indicate the corresponding costs, if any:	[In EUR/national currency]

Place <b>to hand over the good</b> <del>of repair</del>	[The place where <b>the consumer hands over the goods for</b> repair is carried out by the repairer, for instance, at the residence of the consumer, the location of the repair facility or elsewhere]
If applicable, the availability of ancillary services	[Indicate if and to the extent ancillary services such as removal, installation and transportation are offered, or 'None' if no ancillary service is offered for the repair concerned]
If yes, indicate the corresponding costs, if any:	[In EUR/national currency, per service offered]

**Commented [IT45]:** The amendment is heading in the right direction, but the Italian delegation would like to remind of the other points raised on the contents and functionalities of the form.

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

Regarding this paragraph, we wish to reiterate some comments and proposed amendments that we have previously submitted but have not been included in this current set of amendments. See below:

On the European Repair Information Form, we express concerns regarding the functionalities, the responsible parties for its completion, the technical specifications, the content (as mentioned below).

Regarding the contents of the form, we consider there may be some additional elements to consider, depending on the specific needs or regulatory requirements of the Member States (and/or the Authorities) that will enforce the provisions relating to the form.

Here are some possible elements to be added:

**Warranty Terms and Conditions:** It could be useful to include information about the warranty offered for the repair service. This may encompass the duration of the warranty, any applicable limitations or exceptions, and the procedures for requesting assistance within the warranty period.

**Return and Refund Policies:** If the repair service involves upfront costs or a deposit, it would be important to provide consumers with clear information regarding the return and refund policy, in case they decide to cancel the repair or request a refund.

**Limitations or Restrictions:** In cases where there are specific limitations or restrictions for the repair service, such as exclusions for certain types of defects or instances where repairs may not be feasible, it is important to provide this information clearly and transparently.

**Complaint Procedures:** Including information on complaint procedures would be beneficial to address situations where consumers are dissatisfied with the repair service or wish to file a complaint. This should encompass details on how to contact the repairer, expected timelines for response and relevant authorities to approach for dispute resolution.

**Liability for damages or losses:** Transparency regarding any limitations of liability for potential damages or losses that may occur during the repair process is essential. This information should be clearly stated to ensure consumer awareness.

**Data protection/Privacy:** If the repairer collects or processes personal information during the repair process, it is necessary to provide a privacy statement (according to Article 5 of Regulation (EU) 2016/679) explaining how the information will be used, protected and shared.

**Authorization or Certification Information:** If the repairer has obtained specific authorizations or certifications to perform the repair service, it could be useful to provide such information. By including details about relevant authorizations or certifications, consumer confidence in the service offered can be enhanced. **Where applicable, the European Repair Information Form should contain information about technical qualification of the repairer. Indeed, some product groups require authorized repairers as well as testing after a repair is performed (e.g., electrical, and electronic products that fall under the Low Voltage Directive 2014/35/EU and the Electromagnetic Compatibility Directive 2014/30/EU). Therefore, it should be recognised that not all repairs can be carried out successfully by providers of repair service, especially independent non-professional repairers.**

\*\*\*

Here some additional observations regarding specific points of Annex I:

**Point 1:** Identity and contact details of the repairer providing the repair service : We consider it mandatory to provide consumers with online communication channels and contact information that enable them to contact the repairer and communicate with them swiftly and efficiently. This information is essential both during the selection phase of the service provider (pre-contractual phase) and the contractual phase to facilitate proper contact between the parties. Based on past complaints, it is evident that there is a need for improvement in this area. Additionally, it is important to inform consumers about the languages in which these communication channels are available from the pre-contractual phase, enabling them to make an informed decision when choosing a service provider.

**Point 2:** Information on the repair service:

**Delivery and return costs:** The form currently suffers from a lack of information regarding the delivery and return costs of the product to be repaired or that has been repaired. This information should be included in the form to ensure transparency and avoid any unexpected costs.

**Type of spare parts used:** In accordance with the repair conditions mentioned in Article 4, letter d, it is

important to inform the consumer about the type of spare parts used. This may include original parts (in the absence of a different agreement with the consumer) or equivalent parts of corresponding quality to the original parts. Additionally, it should be clarified whether the spare parts provided are of community or non-community origin.

Liability for damages or losses and insurance coverage: The consumer should be informed whether the repairer has insurance coverage and the extent of coverage provided. This information should be made available to the consumer in advance for their awareness. Specifically, the insurance coverage should include damages that may occur during the repair process (including delivery, shipping/return, and the repair phase) and any damages resulting from inadequate repair.

\*\*\*

Since traceability is not widely practiced, it is necessary to establish a relationship between the product code, the invoice/receipt at the time of purchase, and any subsequent repair. This would eliminate the current practice of requiring the warranty to be sent and instead automate the process, making it easier for consumers to access repair services or make claims in the future.

\*\*\*

We ask the Commission to clarify whether the provision regarding the European Repair Information Form actually covers every repair intervention.

**Page 1: [2] Commented [IT10] Italy - Ministry of Enterprises and Made in Italy 3/09/2023 17:40:00**

Regarding this paragraph, we would like to reiterate certain comments and proposed amendments that we have previously put forward. Regrettably, it seems that these have not been incorporated into this current set of amendments. See below:

There should be an obligation, in case the "repair" fails, to return the goods in the same condition as they were given to the repairer and to refund any amount given as an advance payment.

A right to repair should be proportionate especially if the repairer is a SME. For those the provision of the Form should keep the administrative work to a minimum. The maximum price and the duration of the repair cannot be easily estimated as the price and availability of spare parts may vary and unexpected technical issues may arise during the repair.

**Page 1: [3] Commented [IT12] Italy - Ministry of Enterprises and Made in Italy 3/09/2023 11:09:00**

Establishing and communicating a binding maximum price, particularly when it cannot be precisely calculated, is indeed a challenge. In such cases, it is more appropriate to provide an estimated maximum price, similar to the estimated repair time.

Furthermore, it is advisable to accompany this estimated maximum price with a clear explanation in writing regarding the reasons for its estimation. This level of transparency ensures that consumers are informed about the basis for the pricing and can make more educated decisions about their repair services.

## **SE written comments regarding the drafting suggestions on the proposal for a Directive on common rules promoting the repair of goods (ST 12425/23)**

We appreciate the Presidency's efforts on providing drafting suggestions and the opportunity to provide our comments in writing following the last Working Party Meeting.

### **Article 4 – the European Repair Information Form**

As mentioned, SE is not fully convinced of the need for the European Repair Information Form, as it's difficult to see that it would add particular value to consumers and as it increases the administrative burden for businesses. If the aim of the form as the Commission stated at the last meeting is that it would be used for major repairs when the consumer has a particular reason to ask for the form to compare different repair services and not for minor repair services, perhaps such a limitation of the use of the form could be stated in the proposal (e.g. limiting the use of the form for repairs above a certain monetary value or making its use voluntary for all repairers).

Some minor legal/linguistic comments:

- There seems to be a linguistic contradiction between the first sentence of article 4.3, which states that the form shall be provided free of charge, and the following sentence, which states that the repairer may request reimbursement of certain costs incurred in drawing up the form.

### **Articles 7 and 7a – European platform for repair and goods subject to refurbishment and national contact points**

Article 7 – SE appreciates the idea of an online platform for repair, however, we are not fully convinced of the need to create one through legislation. If there is support for an online platform, SE prefers the Presidency's proposal for a European platform rather than national platforms as proposed by the COM. As with a national platform, the success of a European platform will depend on consumers being aware of and using it, businesses making use of it, and the accuracy of its data. From this perspective, if the platform would provide consumers with the opportunity to rate services rendered by repairers in a secure way, that could be an added value in comparison to e.g. private companies search engines. Otherwise, a platform containing mainly a list of possible repairers could be of limited practical use.

We are not entirely convinced of the need for all criteria mentioned in article 7.4. For example, article 7.4 (a) mentions "*the possibility of cross border provision of services*". The impact value and effects of such a criterion on the environment is unclear. Also, it's not clear how the criteria mentioned in 7.4 (g) and (h) relate to the overall aim of the proposal to increase repairs of goods and its effects on competition.

Article 7a – The task of “*verification and approval of registration requests from repairers established on their national territory*” may involve some practical challenges as it would result in a platform that is approved and sanctioned by national authorities. It is unclear what the criteria for such an approval would be, what responsibility the authorities would have for the companies that are approved and how companies that are not approved are able to contest such a decision.





13 September 2023

## **Comments by FI on Presidency proposals on Articles 4, 7 and 12 and corresponding recitals of the Right to Repair Proposal (12425/2023, 30 August 2023)**

*This document includes comments by FI on the proposals distributed by the Presidency. FI thanks the Presidency for the opportunity to provide written comments on its proposals. Please note that all our comments are still preliminary and subject to a scrutiny reservation.*

### **Comments by FI on Article 4:**

#### Article 4(1):

Regarding Article 4(1), we remain sceptical about introducing a time limit for the provision of the form. It should not be necessary to set such a time limit, given that the provisions listed under Article 4(6) already contain rules on the time within which the information should be provided and that discrepancies with the time limits provided for in those provisions should be avoided.

#### Article 4(2):

We are of the view that the proposed new wording under Article 4(2) is clearer than the previous one. We can support the new formulation.

#### Article 4(3):

The new wording in Article 4(3), namely, stating that the form should be free of charge to the consumer but that the repairer would have the right to request the consumer to pay the necessary costs of identifying the nature of the defect, is a very welcome addition. We therefore support this change.

However, regarding the third subparagraph of Article 4(3), we note that such a provision is not necessary. As the proposal does not contain actual provisions on the price of repair services, such a provision would, in our view, be better to be included only in the recitals.

#### Article 4(4):

Regarding Article 4(4), we are not entirely convinced that, for example, the addition of the word “detailed” in point (i) would have any real added value. It could be mentioned only in the recitals.

Also, Article 4(4), point (j) is, in our view, such that it could be included only in the recitals instead of the operative part of the text.

#### Article 4(5):

In our view, the second sentence of Article 4(5) should also allow the parties to agree on a shorter period of validity of the form, in order to avoid unduly restricting contractual freedom. If it is deemed absolutely necessary, a minimum period could be set for the shorter period of validity, for example 14 days.

In addition, the third and fourth sentences of Article 4(5) should be deleted and replaced with the possibility of agreeing on a shorter period of validity than 30 days. At least under Finnish contract law, a contract is concluded when the consumer accepts the offer, in this case, the terms and conditions included in the form. The right of withdrawal of the repairer provided for in the fourth sentence of Article 4(5) would, therefore, constitute a possibility of a free breach of contract, which is not appropriate from the consumer's point of view. A more sensible solution would be to allow the parties to agree on a shorter period of validity of the form so that any unexpected changes in circumstances referred to in Recital 10 do not affect the preconditions for fulfilling the agreement.

In our view, the fifth sentence of Article 4(5) should take into account the provisions in Article 6(5) of the Consumer Rights Directive (2011/83/EU), i.e. the possibility for contracting parties to expressly agree otherwise. It is possible, that the consumer requests offers and repair information forms from several repairers. In practice, this provision would require that if repairers wish to, for example, make their offer more favourable to the consumer, the repairer would have to provide the consumer with a new repair information form, which would then become part of the contract. The wording of Article 10(2) of the proposal would not necessarily allow derogating from what is included in the form, even to the benefit of the consumer. Therefore, we propose adding a sentence "*unless the contracting parties expressly agree otherwise*" at the end of the fifth sentence of Article 4(5).

The last sentence of Article 4(5), in accordance with which the repairer should compensate the consumer for the costs of identifying the nature of the defect when the repairer does not provide the repair service, constitutes an unnecessary sanction. Obliging the repairer to bear the costs for identifying the defect where the repairer is unable to provide the repair service does not promote the availability of such services. It is also unclear whether the provision is intended to cover cases where it is the consumer who decides not to conclude the contract for repair service. We are of the view that the last sentence of Article 4(5) should be, therefore, deleted.

Taking into account the above, we suggest Article 4(5) to be redrafted accordingly (changes highlighted in yellow):

"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~~. **The repairer and the consumer may agree otherwise on a longer**the period of validity of the European Repair Information Form. **Where the consumer accepts the conditions set in the form within the period of validity, the repairer shall be obliged to conclude the contract for the repair. Repairers other than those referred to in paragraph 2, letter a), may refuse the repair if they have compelling reasons preventing the performance of the repair, duly justified in writing.** If a contract for the provision of repair services is concluded within the 30-day period, the **The** conditions of repair specified in the European Repair Information Form shall constitute an integral part of that **the repair** contract, **unless the contracting parties expressly agree otherwise. Where the repairer does not provide the repair service, the costs paid for identifying the nature of the defect and the type of repair shall be reimbursed by the repairer.**"

**Comments by FI on Recitals 7 to 10, 18 and 27:**

Article 4(3), third subparagraph, the words “detailed” as well as point (j) under Article 4(4) could be moved to recitals from the operative part of the text.

**Comments by FI on Article 7 (and 7a):**

Regarding Articles 7 and 7a, we remain sceptical about an obliging provision on the establishment of a platform. The European-wide platform provided for in Article 7 of the proposal does not resolve our concerns, as the new proposed Article 7a would, in practice, impose a large number of obligations on national contact points, which does not seem appropriate. For example, obligations related to the verification of repairers registered on the platform, ensuring that the data is updated and responding to user complaints seem unnecessarily heavy.

We therefore continue to suggest a provision that encourages the provision of a platform instead of imposing obligations as follows:

**“Member States shall promote the introduction of online platforms for their territory that allows consumers to find repairers.”**

**Comments by FI on Article 12:**

In our view, option 1 is clearly an improvement compared to the previous version. It clarifies, as we have wished for, the relationship between the proposed provision and Article 14 of the SGD. In practice, the provision means that the consumer could choose a replacement instead of repair if the seller cannot repair the goods in such a way that the repair does not cause significant harm to the consumer. This is a key question for FI. We are not against option 2 either, but its wording should be clarified as it is not clear, based on the text, that the provision does not limit the consumer’s right to choose between repair and replacement and that it only obliges the seller to inform the consumer of different alternatives.

In addition, we repeat the remark we have already made previously on the additional measures mentioned at the beginning of the PCY’s proposal paper (such as extending the liability period for repaired goods) that those measures would be poorly suited to Finland’s national system for legal guarantee of conformity which does not provide for a specific time period for the guarantee that would apply automatically in every case. Therefore, we do not support laying down provisions on such measures. Furthermore, as the SGD has been in force only for a short period of time and because this proposal is being prepared with a fast-paced timetable, we think that changes to the SGD should overall be kept to a minimum.

**Written comments of the Czech Republic on the Right to Repair proposal  
following the G23 WP meeting on 6 September 2023**

**To Article 4:**

Regarding Article 4 we ask for its deletion. As a compromise we could accept introduction of a European Repair Information Form set out in Annex I as a voluntary instrument in a similar way as it is in case of Model Instructions on withdrawal set out in Annex I of CRD.

If Article 4 remains in the Proposal, we recommend reformulating Article 4 (1) to make it clear that the repairer shall provide the Form 1) upon request, 2) on a durable medium, 3) within a reasonable period of time from the date of the submission of the request and 4) before a consumer is bound by a contract for the provision of repair services.

It should be further explained in a corresponding recital to Article 4 (3) that the necessary/actual costs for identifying the nature of the defect and the type of repair include also transport costs. Regarding recital 9, we cannot support insertion of the following sentence („*The costs should be reasonable and proportionate to the real cost of the service.*“) since the costs for determining the defect or type of repair could be higher than the cost for the repair as such.

In corresponding recital to Article 4 (4) (b), (d) and (i) it should be explained what the notions “accessible manner” and “detailed nature” means.

We agree with other Member States that the following sentence of Article 4 (5) should be deleted: “*Where the consumer accepts the conditions set in the form within the period of validity, the repairer shall be obliged to conclude the contract for the repair.*” According to the Czech law, the provision of the Form is an offer and a contract is concluded when the offer is accepted. We are of the opinion that the Proposal should not interfere with the national law regulating general rules for the conclusion of a contract.

We understand that the goal of the new obligation to duly justify the refusal of the repair in writing is to avoid abuses, however we fear that this obligation is too burdensome for the traders, especially for the SMEs.

Furthermore, in Article 4 (5) we do not support the introduction of a general obligation to reimburse a consumer the price paid for the Form in case he does not provide the repair service. It should be distinguished if the repair is not provided due to the decision of the repairer (then we can support the reimbursement), or due to the decision of the consumer not to conclude a contract or in case where the repair is impossible etc. (then we do not support the reimbursement).

**To Article 7 and 7a:**

The Commission explained in the previous Working Party its role regarding the establishment of the European online platform for repair under Article 7. We understood that the Commission shall develop the technical interface of the European platform. However, we still do not understand the full role of the Member States. For example, is the Member State obliged to verify and approve a registration requests from repairers if they do not wish to determine any specific conditions for registering the Platform? What does the obligation under Article 7a (1)(a) means to Member States? What is the impact of these obligations under

Article 7a on Member States/repairers? Besides, what is the impact on the Internal market if there are different rules to register to the Platform? Following these doubts, we cannot accept Article 7a as proposed.

**To Article 12:**

The Czech Republic asks for the deletion of Article 12. Both options proposed are unacceptable for the following reasons. Option 1 reduces the level of consumer protection. We also fear, it will be difficult to prove the actual repair cost in practice. Option 2 would, in our opinion, bring uncertainty to the existing system under Article 13(2) of SGD, where the consumer's choice between repair and replacement is limited if the chosen remedy „*would impose costs on the seller that would be disproportionate*“ compared to the other possible one.

BE

Below you find the Belgian position concerning the Articles in the Presidency proposals:

- Article 4: BE supports the PCY proposal and prefers to go even further with regards to §3. Neither cost linked to ERIF not the costs linked to the identification of defects on goods should be passed on to consumers.
- Article 7: BE remains in favour of a European platform.
- Article 12: BE prefers option 1.

**Comments on Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND  
OF THE COUNCIL on common rules promoting the repair of goods**

**14th September 2023**

**Slovakia**

*SK maintains a general scrutiny reservation on all comments within this proposal.*

**Article 4 - European Repair Information Form**

Slovakia does not support the introduction of the European Information Form. Traders are already obliged to provide information in the form under Article 5 of the CRD. The provision of the form represents an unnecessary burden for repairers and an increase in repair costs for consumers. We propose that the form should be voluntary.

Beyond opinion. It is not clear from the content of the proposal what is meant by 'reasonable period of time'. The term is vague, which complicates the enforceability of the law associated with it. For this reason, we suggest that, for the sake of legal certainty, the term 'reasonable period of time' in paragraph 1 should be deleted or defined more precisely in the recital.

We disagree with the draft text in paragraph 3. The cost of determining the defect of goods is often not possible to determine in advance. There are also costs associated with the repair of goods which the trader does not expect to incur during the repair or which cannot be quantified in advance. Consequently, under the provision in question, the trader will not fulfil his information obligation as he will not be able to determine the amount of the costs in advance or the amount of the costs will not correspond to the information provided at the time of submission of the form. The provision will therefore not be applicable in practice. As an alternative, we propose to add to the provision information on how the costs associated with determining the nature of the defect will be calculated together with the maximum price for the repair.

In the context of repair costs, it is also necessary to clarify and harmonise the terms 'necessary costs', 'reasonable costs' and 'proportionate costs'. We are also of the opinion that the trader should be obliged to provide information on the real costs of repair, which will also be the costs actually incurred for the repair.

The last sentence in paragraph 5 needs to be specified. By virtue of the provision, the trader shall pay the cost of identifying the defect in the goods if he fails to provide repair services for any reason. Under the provision, the repairer shall also pay the costs if the reason is on the consumer's side and also in cases of 'vis maior'. The trader should only pay the repair costs for reasons attributable to the trader.

## **Article 7/7a - European platform for repair and goods subject to refurbishment**

We support the introduction of an online repair platform at EU level. In this context, the proposal must clearly define how the European Commission will participate in the creation of the platform, but also in its further operation.

It is necessary to define how the registration of the repairs on the platform will be carried out. We do not agree with the introduction of an obligation for the National Contact Points to ensure that information on repairers is kept up to date. We are of the opinion that it is in the interest of the repairers themselves to keep the information up to date and that the obligation to update the information should be directed towards the repairers. Failure to comply with the obligation would result in the cancellation of registration on the repairers' platform.

It is also necessary to clarify how the financing of the Platform and the National Contact Points will be ensured.

Based on Article 7a, MS are to assume the obligations of online intermediary service providers under the DSA. It is questionable whether the MS will act as an intermediary in relation to the platform, and it is also questionable whether the platform will also be a platform under the DSA, given that it is to be a catalogue of repairers.

## **Article 12 Amendment to Directive (EU) 2019/771**

We do not agree with the change in provision. The provision lowers the level of consumer protection while at the same time we do not see sufficient added value in protecting the environment. It should also be pointed out that frequent changes in regulation bring uncertainty to legal relations and cause traders and consumers to adapt to new changes all the time, which is undesirable from our point of view.

In this context, we also do not support the extension of the guarantee period or the extension of the time when the burden of proof is reversed.

*Prepared by:*        *Ministry of Economy of the Slovak Republic*  
                             *Mgr. Milan Šimkovič – Consumer protection department*  
                             *tel.: +421 2 4854 2427,*  
                             *e-mail: [milan.simkovic@mhsr.sk](mailto:milan.simkovic@mhsr.sk)*



## **Presidency proposals on Articles 4, 7 and 12 and corresponding recitals**

### **Right to Repair**

#### **Slovenia – written comments**

We would like to thank the PCY for providing the opportunity to present written comments on the proposals concerning Articles 4, 7 and 12 and their corresponding recitals.

Please note that our comments should be considered preliminary at this stage and subject to a scrutiny reservation.

#### **Article 4 (European Repair Information Form)**

We consider drafting proposals of Article 4 a step in the right direction by clearly stating that the repair form should be free of charge and including possibility of deducting the possible costs for identifying the nature of the defect and the type of repair.

However, we find proposed paragraph 5 in Article 4 a bit confusing, since it is not clear whether the last sentence *“Where the repairer does not provide the repair service, the costs paid for identifying the nature of the defect and the type of repair shall be reimbursed by the repairer.”* refers to all repairers (including those who have obligation to repair by virtue of Article 5) or only to repairers other than those who have obligation to repair by virtue of Article 5 (referred to in paragraph 2, letter a)? We find it important to define obligations of all repairers clearly and precisely in order to ensure legal certainty. In our opinion the article needs further improvements, since some legal terms like *“compelling reasons”* need to be more defined.

#### **Article 7 (European platform for repair and goods subject to refurbishment)**

Regarding the European platform we have a positive scrutiny reservation.

#### **Article 7a (National contact points)**

Preliminarily, we think that designation of national contact points is too burdensome for MS, especially for small ones like Slovenia, which is already understaffed. Furthermore, we are afraid that designation of national contact points will lead to discriminatory treatment of repairers, since each MS will be able to set different conditions and criteria, which could be stricter in one county than another.

In addition, we would like to point out that wording in the recital 22: *“Member States should be free to decide which conditions the repairers, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment established on their national territory established on their national territories should be able to register on the online platform as long as access to that platform is reasonable and non-discriminatory in accordance with Union law.”* is a bit awkward and should be revised.

Also, in recital 22 national contact points are authorised to define procedures of verification and registration: *“National contact points should define which procedures they put in place to fulfil the tasks laid down in this Directive in particular those related to the verification, and approval of registration requests or ensuring the information is updated.”* We think it is not appropriate to authorise national contact points, since the procedures must be clearly defined in the law and therefore should not be a subject to a decision by the national contact points.

## **Article 12 (Amendment to Directive (EU) 2019/771)**

As a general comment, Slovenia does not support the idea of amending the current system of consumer remedies, since we believe that greater responsibility for product quality and sustainability should lie with the producer.

According to the above, we don't see significant changes or important added value to the article in the proposed amendments.

However, from the consumer's point of view we find the option 2 more suitable since the consumer will still have the option to choose exchange instead of repair (if the costs for replacement will be equal or greater than the costs for repair), only the seller will have to offer him the repair initially. Nevertheless, although we find option 2 more appropriate than the option 1, we are afraid that in practice the consumer will be forced to choose repair anyway, which we cannot agree with.

## HR WRITTEN COMMENTS ON RIGHT TO REPAIR PROPOSAL

### COMMENTS ON WP MEETING ON 6 SEPTEMBER 2023

#### Article 4

- **para 1.**

If we are going to regulate repairers' obligation to provide with European Repair Information Form in addition to general contractual obligations, traders should have an obligation to provide such a form in every case when concluding services contract, not just upon consumer request. We expect that average consumer will be unaware of a right to obtain European Repair Information Form, regardless of national and EU campaigns on this matter.

- **para 2**

We have two nomotechnical suggestions:

- in Paragraph 2 of Article 4, the word "European" is omittedly misspelled ("Europena"), therefore, we suggest correcting the omission;
- in point (b) of the Article 4 Paragraph 2, there is a referral to the point (a) of the same Art as a "letter a)". We suggest change in the wording here.

- **para 3/recital 9**

We'd prefer prescribing the obligation to provide European Repair Information Form free of charge in any case. Otherwise, this exception could lead to frequent misuse that would be very difficult to control (except in cases where consumers lodge their complaint regarding the matter, which we expect to be rare). We would appreciate clarification on how those costs can even be questioned/disputed, meaning how can we determine whether such costs in each specific case are necessary or not?

- **para 4**

- **point b**

Could ES PRES or EC provide some examples of relevant other means of communication **other than online**? We can only see fax as an example, however, we find fax inappropriate in contemporary time as a means of communication. If we are referring to the online means of communication, we suggest to prescribe the same obligation as it is regulated in the Art 4 (1) c: *"online communication which guarantee that the consumer can keep any written correspondence, including the date and time of such correspondence"*.

- **point f**

We suggest deletion of this point. Providing with information on average time to complete the repair wouldn't be possible for all types of repairs needed what makes this obligation too burdensome for the traders. Moreover, there will be valid/grounded cases when it will take much more time than estimated to repair goods (e.g. supply chain of spare parts disruption). Taking into consideration consumers' expectations and high requirements of professional diligence for the traders, traders should anticipate such cases when giving information on

average time. Consequently, providing with inaccurate information on the average time would be sanctioned by national law, which makes this obligation excessive and disproportionate.

- **point h**

We can support IT addition: “(h) *the place where the consumer hands over the goods for repair, the place where goods must be collected if the repaired good is not to be shipped at the place designated by the consumer*”

- **point j**

We support the mentioned point, however, there is a nomotechnical oversight with the spelling of the word “voluntarily”, so we would propose the correction of the respective word.

- **para 5./Recital 10.**

We find prescribing **general obligation** for repairers, beside the ones from manufacturing chain, **to repair as an unproportioned obligation** and we oppose to the changes which enable repairers to refuse repair only in special circumstance (for compelling reasons). Repairers should have discretionary and contractual freedom and that needs to be specially addressed in the recital as it was in the EC’s proposal.

### **Article 7/recital 21**

We support changes as they correspond with our comments.

### **Article 7a**

We have reservations regarding the obligations set out in Article 7a, particularly with regards to the issue of verification. Namely, to achieve uniform approach within the Member States when it comes to the selection of the traders that may be incorporated within the Platform, it is necessary to clarify the meaning of the verification obligation set out in Article 7a Paragraph 1 point (a), since neither the text of the Article nor the corresponding recital clarify what kind of verification obligation does the contact point have. Therefore, we would much appreciate the clarification regarding the issue at hand.

## **COMMENTS AFTER WP MEETING**

**Along with the previously indicated comments, HR hereby submits the following comments as a result of the deliberations during the WP meeting:**

- **Question 1 (the issue of repairer and independent repairer)**

HR is of the opinion that there is no need for including the definition of “repair” into the Proposal since the institute of repair is well known in EU acquis and the national legislation of the Member States, however, with a goal of consistency, we may be flexible in accepting the inclusion of the definition of “repairer” from the Proposal of the Eco Design directive. However, HR still insists on the clarification of the term “refurbishment” (Article 2, point 9 of the Proposal) and explain more the distinction between such term and the term “repair”. Regarding the deletion of the term “independent repairer”, HR welcomes the proposed deletion, in case, since it is evident that there was no intention to make a distinction with the mentioning of the “independent repairer” in Article 5 Paragraph 3 of the Proposal.

- **Question 5 (estimated time needed to complete the repair)**

HR still suggest the suggest deletion of this point. Providing with information on average time to complete the repair wouldn’t be possible for all types of repairs needed what makes this obligation too burdensome for the traders. Moreover, there will be grounded cases when it will take much more time than estimated to repair goods (e.g. supply chain of spare parts disruption). Taking into consideration consumers’ expectations and high requirements of professional diligence for the traders, traders should anticipate such cases when giving information on average time. Consequently, providing with inaccurate information on the average time would be sanctioned by national law, which makes this obligation excessive and disproportionate.

- **Question 6 (division of liability)**

HR is in favour of not analysing this provision, since we find this issue redundant. Namely, HR is of the opinion that relation between producer and subcontractor is subject of the contractual law and that their relation and mutual obligations are not in consumer’s primary interest.

- **Question 7 (usefulness of the term “or another kind of consideration”)**

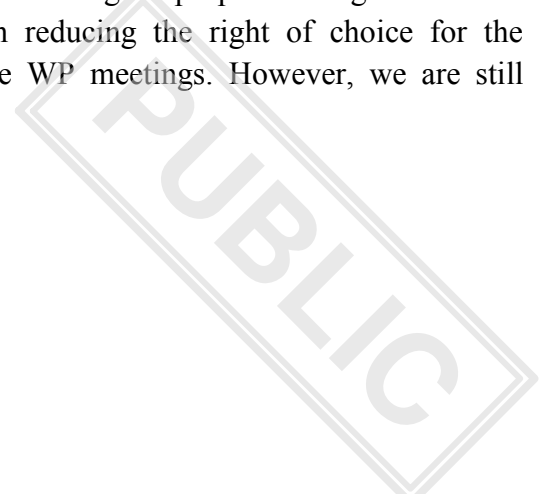
HR agrees with the proposal of ES PRES to delete the mentioned expression.

- **Question 14 (a way to determine if the costs for replacement are equal to or greater than the costs for repair)**

HR considers necessary to reconsider the possibility of introducing the provision regarding the costs (e.g. the obligation of the trader to provide the breakdown of all necessary costs, as well as the final sum required for the repair), otherwise there could be situations where seller would manipulate with the presented cost.

- **Article 4 Paragraph 1** – HR supports the opinion of SK, proposing that the term “*reasonable period*” should be additionally clarified in the corresponding recital of the Proposal, without indicating a clear deadline in the Article.
- **Article 4 Paragraph 5** – HR agrees with DE when asking for the clarification of the last sentence of the respective paragraph, since the meaning of the sentence is unclear.
- **Recital 9** – as well as IT, HR asks for the clarification what exactly constitutes “real” costs of the service. Namely, the term is considerably subjective and may be interpreted differently in practice, therefore, further clarification should be put in the recital in order to reduce the possibility of too extensive or restrictive interpretation of the term (e.g. by providing examples of the “real” costs in most common situations).
- **Article 7a** – along with the previously expressed reservations on the issue of verification stipulated in this Article, apart of supporting all the MS that have expressed their concern regarding this provision, HR points out that introducing the verification system in each MS might work contrary to the purpose of establishing the Platform, since it may discourage the repairers from joining the Platform in the first place, and consequently the consumers as well. Namely, according to the current provision of Article 7a Paragraph 2 of the Proposal, Member States shall determine the conditions for registering and accessing the platform in accordance with Union law. The corresponding recital does not give any indications of the criteria that Member States have to prescribe in order to achieve at least some level of uniformity, but only provides that the access to the platform has to be reasonable and non-discriminatory in accordance with Union law, which is considerably imprecise. Therefore, we primarily propose the deletion of Article 7a or, alternatively, suggest prescribing the minimum verification criteria that need to be met in order for the repairers to have access to the Platform.
- **Recital 22** – According to the wording of the respective recital, “*...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, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment established on their national territory or providing services to consumers in that Member State or if registrants should pay a registration fee covering the costs for operating the platform.*” HR is of the opinion that introducing the possibility for the Member States to ask for the payment of fees in order for the repairers, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment established on their national territory, to gain access to the Platform, might be disincentive towards joining the Platform. Therefore, HR proposes the deletion of the part of the sentence in the recital referring to the possibility of introducing registration fees.

- **Article 12** – HR still has reservations as to introducing the proposed obligations in the Article, since both of the options result in reducing the right of choice for the consumers, as DE also indicated during the WP meetings. However, we are still deliberating on the presented options.



**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**

**Presidency proposals on Articles 4, 7 and 12 and corresponding Recitals – WK 12425/23**

**PT written comments – September 2023**

**Presidency proposals on Articles 4, 7 and 12 and corresponding Recitals**

– **Article 4 “European Repair Information Form”**

As far as **paragraphs 1, 2 and 3** are concerned, and without prejudice to PT maintaining a scrutiny reservation for the time being, PT considers that the amendments introduced go in the right direction, making the text clearer, first and foremost as regards the obligation to make the form available.

However, PT would once again like to suggest the introduction of information on the form about the validity of the offer/established repair conditions as well as about the repairer's technical qualifications and related insurances (e.g. a registration number or a link to a national professional register where the repairer is registered, proving its qualifications to be a repairer).

With regard to the changes introduced in **paragraph 5**, PT welcomes the introduction of the obligation to repair where the consumer accepts the conditions set by the repairer, as well as the obligation to reimburse where the service is not provided.

However, with regard to the exception provided for repairers who are not included in paragraph 2(a), it should be noted that the expression "*compelling reasons*" raises questions of interpretation that recital 10 does not clarify. In fact, according to this recital, "*compelling reasons*" are any *extraordinary changes in circumstances*, but this is a concept that has raised several questions of interpretation in other legislative acts, therefore PT considers important to clarify what should be understood by "*compelling reasons*", possibly by means of examples.

– **Articles 7 and 7a**

With regard to the changes introduced in Article 7, as mentioned above, PT supports the creation of a single EU platform (instead of national platforms - which could create a considerable administrative and budgetary burden for the MS), as this will allow



consumers a wider range of choices, especially consumers living in MSs where the repair market is very small.

As far as the introduction of the new Article 7a is concerned, it should be noted that the need for liaison between the Commission and the MS is understandable, so that the European platform has information on the repair services that exist in each Member State, which should act as contact points providing all the relevant information.

However, **it is not clear how this articulation fits in with the attribution to MS of responsibilities for answering and managing questions and complaints related to the use of a platform whose maintenance and development is the responsibility of the European Commission.** In addition, **the question arises as to the extent to which MS should respond as providers of intermediary services within the meaning of the DSA, in other words, what specific tasks the provision refers to.**

None of these questions is properly addressed in the recitals, and as it stands, the text seems to impose heavy administrative burdens, similar to those previously envisaged in COM's wording for Article 7.

#### – **Article 12**

**Once again, PT would like to point out that imposing repair as as the primary remedy would result in a decrease in the current level of protection of the rights of European consumers.**

In fact, PT believes that strengthening the right to repair should involve real incentives, such as extending the guarantee period accompanied by an extension of the period for reversing the burden of proof (which should be aligned with the guarantee period).

On the other hand, considering the two options presented, it should be noted that PT maintains its position on the application of the disproportionality test when choosing between repair and replacement. In fact, **it is not clear how the choice of replacement can be classified as disproportionate when it costs the same as repair. If the cost is the same, there is no disproportionality in choosing between any of the remedies. It is only conceivable that there could be disproportionality when the value of the replacement is greater than that of the repair.**

In addition, the problems of interpretation and articulation of the new provisions with the rest of Article 13 and Article 14 of the Sale of Goods Directive are not considered to have been overcome.

In fact, with regard to option 1, we cannot help but notice that the second sentence of the second paragraph directly conflicts with Article 13(4) by establishing that in cases where the seller "*is unable to repair the goods in accordance with Article 14*" the consumer has the right to choose replacement.

Now, Article 13(4) already states that in cases where the seller fails to repair or replace the goods in accordance with Article 14(2) and (3), the consumer has the right to a price reduction or termination of the contract (which refer to the second level of rights provided for in the Sale of Goods Directive).

On the other hand, in circumstances where it is impossible to repair the goods and the seller therefore refuses to do so, under Article 13(4) the consumer is once again entitled to a reduction in the price or termination of the contract (and not just the mere replacement of the goods).

In addition, and assuming that the reference to Article 14 refers only to the conditions set out in the subparagraphs of Article 14(1), the use of the expression "*when the seller is unable to repair in accordance with Article 14*" is incomprehensible, since the conditions laid down therein (article 14 para.1) are obligatory. Moreover, it is not clear under what circumstances the seller "*cannot*", for example, repair the good free of charge.

In short, **PT cannot fail to point out that Article 13 of the Sale of Goods Directive has a rationale and structure that is not in line with the proposed amendments.**

With regard to **option 2**, considering that the provision merely states that in cases where the replacement costs the same or more than the repair, the seller **must inform** the consumer and offer to repair the goods, **it is questionable what the consequence of this communication and offer on the part of the seller is.**

Taking into account **PRES's explanations from the last WP meeting**, and if we have understood them correctly, this provision establishes the obligation for the seller to inform the consumer about the costs of repairing or replacing a good, while the consumer remains free to choose between these two solutions.

However, such reading is not at all clear, moreover as it stands the text could be read as meaning that the seller can initially offer to repair the product (full stop), leaving the consumer with the idea/impression that they may not choose other remedy besides repairing.

Therefore, the text should be clarified, underlining that the consumer remains free to choose between repair and replacement, without prejudice to the information given to him about the cost of one remedy versus the other.

Lisbon, September 11, 2023



Council of the European Union  
General Secretariat

Brussels, 21 September 2023

WK 11530/2023 REV 2

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.*

#### NOTE

From:	General Secretariat of the Council
To:	Working Party on Consumer Protection and Information (Attachés) Working Party on Consumer Protection and Information
N° Cion doc.:	ST 7767/2023
Subject:	Member States comments on the Presidency text proposals (doc. 12425/23) regarding the 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

Delegations will find attached the Member States comments on the Presidency text proposals presented at the Working Party meeting of 6 September 2023 (doc. 12425/23).

**Working Party on Consumer Protection and Information: Directive on common rules promoting the repair of goods - Written comments of the Netherlands on presidency proposals on articles 4, 7 and 12 and corresponding recitals (doc. 12425/23)**

---

**Article 4**  
**European Repair Information Form**

**Comment:**

We do not believe that a mandatory repair form will actually help to promote repairs. Consumers search in various ways for the most important repair information, like price and any additional costs for research, call-out costs and/or shipping. They do this via social media, telephone, mail and websites. If a consumer requests information from multiple repairers, he does not need a standardized form to compare.

We believe that a mandatory repair form places an unnecessary administrative burden on producers. And the Commission is committed to reducing regulatory burden within the Union.<sup>1</sup> We would consider it sufficient if the Directive included an obligation for repairers that consumers (at their request) must be informed in a clear and comprehensive way about the costs and additional conditions for repair.

As far as the costs for providing the form (article 4 sub 3) are concerned: the costs of identifying the nature of the defect should not be presented as costs of providing the form. *Providing information* about the costs of repair (whether or not by form) should be free of charge. This also applies to *providing information* about the costs of identifying the nature of the defect and/or call-out costs. If research is necessary to determine the defect, the repairer and consumer must first agree on the price required to carry out the research. Based on the payment of the research costs, the repairer informs the consumer at what price and conditions repairs can be made. The sentence in sub 3 which says that "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" is therefore confusing.

---

<sup>1</sup> Communication from the commission to the European Parliament, the Council, the European Economic and Social Committee of the Regions, The Single Market at 30, p. 3

---

**Article 7 and 7a****European platform for repair and goods subject to refurbishment****Comment:**

The changes that have been implemented to accommodate the member states that are not currently working towards setting up their own platform are to the disadvantage of the member states that already have or are in the process of setting up their own platform, like the Netherlands. In view of the explanation provided by the Commission, this means that NL and other member states that already developed a platform of their own will have to upload and place the relevant information on two platforms. This can most likely be done technically (provided the right data framework is used), but it leads to too many undesirable effects for us: double work that needs to be done, and it would be unclear to consumers which website they should visit to find repair information.

The Commission has already emphasized that a national platform is preferable. We also see no added value in the possibility of cross-border provision of services as now added in sub 4 a. Consumers will not be inclined to use the European platform to find out in a different language what repair will cost in other member states. Additional shipping costs and other practical matters related to repair across the border would also discourage consumers to have their products repaired in other member states.

We therefore request a solution that does not disadvantage those member states that already developed a platform of their own. For example, the Commission could make a standard national platform-format available to all member states, but member states are still free to use their own platform.

We can also agree with a European landing page where the platforms of all member states are listed. And that it possible to visit the various platforms of the member states by clicking on the links. But besides the European platform, we think it is necessary that all the national platforms must also be directly accessible to consumers. Research we have conducted in to how a repair register can best meet the wishes of consumers shows that a clear landing page for consumers is very important.<sup>2</sup> That is why our Dutch platform is also designed with that approach.

---

<sup>2</sup> Research commissioned by the Ministry of Infrastructure and Water Management, July 19 2022.

---

**Article 12**  
**Amendment to Directive (EU) 2019/771**

**Comment:**

We do not want to make changes to Directive (EU) 2019/771 with the aim of encouraging consumers to opt for repair rather than replacement in the event of non-conformity. The rights that consumers have in that situation must not be affected. By making changes to the Directive, the impression is created that this is the case. Too much explanation is then needed as to what exactly the implications of the changes are, and that consumers still have the choice between replacement and repair.

Amending the Directive is not the desired route that will have the right effect. Especially if repair is cheaper for the seller than replacement and can be done properly, these are sufficient incentives for sellers to convince consumers to opt for repair in the case of a non-conform product. This does not require additional text in the Directive, as it now is stated in option 2. Option 1 still gives too much of the impression that the consumers choice is limited, despite the added final sentence. We therefor can not agree with either text proposal.

Although it is not certain to what extent alternatives are applicable in the Netherlands, given the different warranty system, we are open to exploring alternatives to encourage consumers to opt for repair.

---

**Written comments of the Republic of Lithuania regarding Presidency proposals on Articles 4, 7 and 12**

**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**

**Article 4 paragraph 5:**

- It is unclear whether the provision ‘<...> may refuse the repair <...>’ means a refusal to conclude the contract or refusal to perform the contract. This aspect should be clarified.
- The notion of ‘compelling reasons’ is ambiguous and not defined. At least some examples should be given in the corresponding recitals.
- The last sentence of paragraph 5 is too strict. There may well be cases when the repairer after identifying the real cause of the defect can decide whether he/she can repair the defect or not. If he/she cannot repair the good for a valid and objective reason, the costs paid for identifying the nature of defect should not be reimbursed by the repairer. The cases when these costs have to be paid by the consumer and reimbursed by the repairer should be specified in this directive.

Despite the revised text, we would like to reiterate our doubts regarding the European Repair Information Form. It is questionable that European Repair Information Form is necessary for achieving the aims of this directive. In our opinion, this form has no real added value. There is a possibility that the consumers are not interested in receiving the form because of the time consumption – sometimes they need that the good would be repaired right away, so it is doubtful that they would ask for the form from different repairers every time. Also providing this form adds to the repairers (especially micro repairers) administrative burden. The burden is doubled when the conditions set in the form have to be changed, therefore the time of the whole repair process can be prolonged. In addition, it is unclear what happens when the form is not provided to the consumer or the repairer fills the form not properly/unclearly. It is doubtful that the consumer would file a complaint for this issue. It is important for the consumer that the defect would be removed quickly and for affordable price. Likely, the consumer would choose a different repairer then.

**Articles 7 and 7a:**

In our opinion, European platform is a better solution than the obligation for Member States to create a national platform. However, articles 7 and 7a are still questionable. European Commission would develop an online interface and Member States would have to take care of the content of it. So, this platform would still be a national platform in its content. It is doubtful that Member States should intermediate between the repairers and the consumers (e. g. ensure that the information of approved repairers is regularly updated). It is a matter regulated by the private market. Also, the impact assessment of the costs and administrative burden of the national contact points should be done. Possibly the national institutions would be these national contact points. So, our aim is to avoid as much as we can unnecessary additional administrative burden and costs for our national institutions. In our opinion, this directive could determine the obligation to Member States to promote the repair by the means which are chosen by Member States. The examples of the means could be given in the



recitals (for instance establish the platform, repair bonuses, repair fund, and etc.). We invite you to consider this alternative.

**Article 7a paragraph 2:**

- It is unclear what conditions Member States could determine for registering and accessing to the platform. The examples should be given in the corresponding recitals. It should be noted that the platform shall include possibility of cross-border provision of services, therefore, if different conditions are established in the Member States that would create barriers for the functioning of the internal market.

**Article 12:**

- Both options do not solve the main problem – how repair and replacement costs should be exactly calculated. Repair costs can only be calculated if the cause of the defect and its extent are identified precisely. In most cases, it is impossible to do this immediately, it can only be determined after the actual start of the repair.
- In our opinion, option 1 is clearer because it specifies the legal consequences if the seller cannot repair the good – consumer is entitled to replacement. Option 2 may also be considered, however, it should determine what happens when the consumer declines the offer to repair the good.
- We would also support considering the suggestion to extend the period of the legal guarantee for the repaired good. Since there is no certainty that the good will be repaired properly/successfully, the introduction of an expanded legal guarantee period for the repaired goods would secure the interests of the consumer after the failure of the repair. The sellers would be motivated to repair the good without delay and with due care.



Council of the  
European Union

Brussels, 30 August 2023  
(OR. en)

12425/23

---

Interinstitutional File:  
2023/0083(COD)

---

LIMITE

CONSOM 303  
MI 693  
COMPET 819  
SUSTDEV 113  
ENV 920  
ENER 466  
DIGIT 159  
CODEC 1491  
IND 439

**NOTE**

From:	General Secretariat of the Council
To:	Delegations
Subject:	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 - Presidency proposals on Articles 4, 7 and 12 and corresponding recitals

**EL comments**

---

12425/23

COMPET 2

LM/lv  
**LIMITE**

**EN**

## Right to Repair

The Presidency would like to submit to delegations some preliminary drafting proposals concerning Articles 4, 7 and 12 and their corresponding recitals.

About Article 12, two options are presented. The wording of the corresponding recital (28) will depend on the option chosen. The Presidency would also like to explore the possibility of introducing additional measures in Directive (EU) 2019/771 to promote the repair of goods, such as the extension of the liability period or the extension of the reversal period of the burden of proof.

Changes compared to the Commission proposal (doc. 7767/23) are marked **in bold** **underlined** for new text and ~~strike through~~ for deleted text.

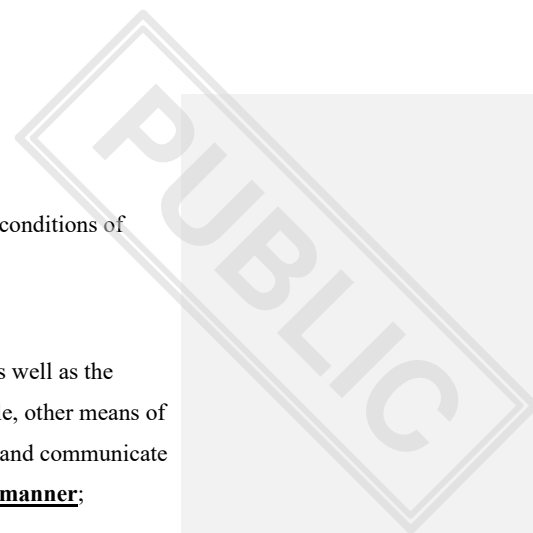
## Article 4

### European Repair Information Form

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.~~ **and within a reasonable period of time since the request before a consumer is bound by a contract for the provision of repair services.**
2. ~~Repairers other than those obliged to repair by virtue of Article 5 shall not be obliged to provide the European Repair Information Form where they do not intend to provide the repair service.~~ **The European Repair Information Form shall be provided by:**
  - (a) the producers, authorised representatives, importers or distributors who have an obligation to repair by virtue of Article 5 or where applicable their subcontractors;**
  - (b) repairers other than those referred to in letter a) when they intend to provide the repair service.**
3. **The European Repair Information Form shall be provided free of charge.** The repairer may request the consumer to pay **only** the necessary costs the repairer incurs for **identifying the nature of the defect and the type of repair** ~~providing the information included in 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.

**The repairer may deduct such costs out of the price of the repair service, if the consumer chooses to have the product repaired.**



4. The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner:
- (a) the identity of the repairer;
  - (b) the geographical address at which the repairer is established as well as the repairer's telephone number and email address and, if available, other means of ~~online~~ communication which enable the consumer to contact, and communicate with, the repairer in a quickly and, efficiently and accessible manner;
  - (c) the good to be repaired;
  - (d) the detailed nature of the defect and the type of repair suggested;
  - (e) the price or, if the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated and the maximum price for the repair;
  - (f) the estimated time needed to complete the repair;
  - (g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;
  - (h) the place where the consumer hands over the goods for repair,
  - (i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the detailed costs of those services, if any, for the consumer;
  - (j) additional information provided voluntarily by the repairer.

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.~~ **The repairer and the consumer may agree on a longer period of validity of the European Repair Information Form. Where the consumer accepts the conditions set in the form within the period of validity, the repairer shall be obliged to conclude the contract for the repair. Repairers other than those referred to in paragraph 2, letter a), may refuse the repair if they have compelling reasons preventing the performance of the repair, duly justified in writing.** ~~If a contract for the provision of repair services is concluded within the 30 day period, the~~ **The** conditions of repair specified in the European Repair Information Form shall constitute an integral part of ~~that~~ **the repair** contract. **Where the repairer does not provide the repair service, the costs paid for identifying the nature of the defect and the type of repair shall be reimbursed by the repairer.**
6. Where the repairer has supplied a complete and accurate European Repair Information Form to the consumer, it shall be deemed to have complied with the following requirements:
- (a) information requirements regarding the main features of the repair service laid down in Article 5(1) point (a), and Article 6(1), point a of Directive 2011/83/EU and Article 22(1), point (j), of Directive 2006/123/EC;
  - (b) information requirements regarding the repairer's identity and contact information laid down in Article 5(1), point (b), and Article (6)(1), points (b) and (c), of Directive 2011/83/EU, Article 22(1), point (a), of Directive 2006/123/EC and Article 5(1), points (a), (b) and (c), of Directive 2000/31/EC;
  - (c) information requirements regarding the price laid down in Articles 5(1), point (c), and Article 6(1), point (e), of Directive 2011/83/EU and Article 22(1), point (i) and (3), point (a), of Directive 2006/123/EC;
  - (d) information requirements regarding the arrangements for the performance and the time to perform the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.

## RECITALS

- (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 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, the repairer could voluntarily add additional information for the consumer, such as 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 2019/882<sup>1</sup>.

---

<sup>1</sup> 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).

(8) The consumer's free choice to decide by whom to have its goods repaired should be facilitated by requesting the European Repair Information Form not only from the producer, but also from the seller of the goods concerned or from independent repairers, where applicable. Repairers should provide the European Repair Information Form only where the consumer requests that form and the repairer intends to provide the repair service or it is obliged to repair. A consumer may also choose not to request the European Repair Information Form and to conclude a contract for the provision of repair services with a repairer pursuant to pre-contractual information provided by other means in accordance with Directive 2011/83/EU of the European Parliament and the Council.<sup>2</sup>

(9) **The European Repair Information Form should be provided free of charge.**  
**However, there are situations in which a repairer incurs costs necessary for identifying the nature of the defect and the type of repair and in that case the repairer should be able to request the consumer to pay the necessary costs the repairer incurs, 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. **The costs should be reasonable and proportionate to the real cost of the service.** In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about such costs before the consumer requests 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. **If the consumer chooses to have the product repaired, the repairer should be able to deduct such costs out of the price of the repair. Such deduction could be communicated through the European Repair Information Form.**

**Commented [ΓΔ1]:** The phrase "For instance..." should be replaced by the phrase "This is the case when..."  
"For Instance" is decoded that this is one of the cases when a repairer may ask the necessary costs to be paid by the consumer. However we cannot think of any other examples that may entail the repairer to request payment.

<sup>2</sup> 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).



- (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~~ **a minimum period of 30 calendar days. However, the repairer and the consumer should be able to agree on a longer period.** This ensures that consumers are given sufficient time to compare different repair offers. In order to safeguard **the obligation to repair, producers, authorised representatives, importers or distributors and where applicable subcontractors, should be obliged to conclude the repair contract if the consumer accepts the conditions provided in the European Repair Information Form. Other repairers can refuse to perform the repair if they have compelling reasons preventing the performance of the repair, such as unexpected changes in circumstances since the provision of the form. The refusal should be duly justified in writing.** ~~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.
- (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.

- (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 organizations. A European standard for repair services could boost consumer trust in repair services across the Union. Such standard could include aspects influencing consumer decisions on repair, such as the time to complete repair, the availability of temporary replacement goods, quality assurances such as a commercial guarantee on repair, and the availability of ancillary services such as removal, installation and transportation offered by repairers.

*Article 7*

**European Online platform for repair and goods subject to refurbishment**

- 1. An European online platform for repair and goods subject to refurbishment shall be established to allow consumers to find repairers as well as sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.**
- 2. By [3 years after the entry into force] the Commission shall develop and put at the disposal of the Member States the online interface for the European Platform. The European Commission shall thereafter ensure the technical maintenance of the technical interface of the European platform. The online interface shall include a dedicated section for each Member State in its official language.**
- 3. The use of the online platform shall be free of charge for consumers. The registration on the platform shall be voluntary for repairers and sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.**

~~14.~~ Member States shall ensure that at least one online platform exists for their territory that allows consumers to find repairers. That ~~The~~ platform shall:

- (a) include search functions regarding goods, location of repair services and possibility of 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 quality standards;
- (b) enable consumers to request the European Repair Information Form via the platform;
- (c) allow for regular updates of contact information and services by repairers;
- (d) allow repairers to indicate their adherence to applicable European or national quality standards;
- (e) enable accessibility through national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724;
- (f) ensure accessibility for persons with disabilities;
- (g) allow for a search function by product category to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment; and**
- (h) provide contact forms for users to report IT-related issues and issues concerning the repairers as well as 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.

3. ~~Registration on the online platform for repairers, as well as for sellers of goods subject to refurbishment and for purchasers of defective goods for refurbishment, shall be voluntary. Member States shall determine the access to the platform in accordance with Union law. The use of the online platform shall be free of charge for consumers.~~

#### Article 7a

##### National contact points

1. Each Member States shall designate a national contact point responsible for the following tasks:

- (a) verification and approval of registration requests from repairers established on their national territory;
- (b) ensuring that the information of approved repairers is regularly updated;
- (c) response to users' enquiries and complaints regarding the use of the platform and exercise the tasks of intermediary service provider in accordance with Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act)
- (d) co-operation with the Commission relating to the functioning of the European platform.

2. Member States shall determine the conditions for registering and accessing to the platform in accordance with Union law.

**Commented [TΔ2]:** We would like more clarification in recitals regarding this task (7a par.1 c).  
a) If it's a platform of the European Commission, how can the national contact point answer to questions and complaints regarding the use of the platform?  
b) In addition, which tasks of the intermediary service provider will be performed by the national contact point?  
Overall we think that this article should be more elaborated.

## RECITALS

- (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 the Commission should develop an online interface for a European platform to be made available to Member States. That platform may be an existing or privately operated platform, if it meets the Member States will be able to use the European platform or develop their own equivalent technical solutions for the same purposes and with the same conditions laid down in this Directive. ~~That~~ The European 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~~ the European platform aims at facilitating the search for repair services in business-to-consumer relationships, in order to promote sustainable consumption of goods in situations outside the liability of the seller, the platform should also promote goods subject to refurbishment. To that end, the 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. Member States are free to extend its scope also to include Besides, the platform should be able to facilitate other types of complementary market-based instruments, like business-to-business relationships as well as community-led repair initiatives.

- (22) ~~Member States~~ **The Commission** should ensure that **the European platform admits registration of** all economic operators that may provide repair services in the Union **as well as sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment, and facilitates** ~~have an~~ easy access to ~~it~~ the online platform. **Member States should designate a national contact point responsible for a number of tasks in connection to repairers, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment established on their national territory.** Member States should be free to decide which **conditions the repairers, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment established on their national territory** ~~established on their national territories~~ **should be able to** ~~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, **sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment established on their national territory or providing services to consumers in that Member State**, or if registrants should pay a registration fee covering the costs for operating the platform. To guarantee a wide choice of repair services on the online platform, Member States should ensure that access to the online platform is not limited to a specific category of repairers, **sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.** 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~~ **from repairers, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment**, provided they fulfil the applicable requirements to access the online platform. **National contact points should define which procedures they put in place to fulfil the tasks laid down in this Directive in particular those related to the verification, and approval**

**Commented [ΓΔ3]:** Which are the costs for operating the platform, taking into account that the platform is provided by the EC? Are the MS responsible for maintenance costs of this platform?

of registration requests or ensuring the information is updated. National contact points or any other authority the Member State may designate can carry out surveillance on the data contained in the online platform related to repairers, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment established on their national territory aimed at detecting, identifying and removing non-valid information on the online platform.

- (23) ~~Member States~~ The European Commission should ensure that ~~consumers have the platform provides~~ easy and free of charge access to ~~the online platform consumers.~~ The platform should also ~~allowing them~~ consumers to find suitable repair services for their defective goods buy refurbished goods or sell 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 online platform should also be accessible to vulnerable consumers, including persons with disabilities, in accordance with applicable Union law relating to accessibility.

- (24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the 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, sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment 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.

- (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~~ **the Commission** should ensure that ~~their~~ **the** online platforms ~~are~~ **is** accessible through relevant ~~national~~ webpages connected to the Single Digital Gateway established by Regulation (EU) 2018/1724 of the European Parliament and of the Council<sup>3</sup>. To raise consumer awareness of the online platform, **the Commission and the** Member States should undertake appropriate steps, for instance sign-post the online platform on ~~related national~~ websites or carry out communication campaigns.
- (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.~~

## *Article 12*

### **Amendment to Directive (EU) 2019/771**

~~In Article 13(2) of Directive (EU) 2019/771 the following sentence is added:~~

~~‘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.’~~

<sup>3</sup> 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).



### **Option 1**

In order to have the goods brought into conformity, the consumer may choose between repair and replacement **where the costs for replacement are less than the costs for repair**, unless the remedy chosen would be impossible or, compared to the other remedy, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:

- (a) the value the goods would have if there were no lack of conformity;
- (b) the significance of the lack of conformity; and
- (c) whether the alternative remedy could be provided without significant inconvenience to the consumer.

**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. However, if the seller cannot repair the goods in accordance with article 14, the consumer may choose the replacement.**

**Commented [ΓΔ4]:** We think that option 1 is clearer than option 2.

### **Option 2**

In order to have the goods brought into conformity, the consumer may choose between repair and replacement where the costs for replacement are less than the costs for repair, unless the remedy chosen would be impossible or, compared to the other remedy, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:

- (a) the value the goods would have if there were no lack of conformity;
- (b) the significance of the lack of conformity; and
- (c) whether the alternative remedy could be provided without significant inconvenience to the consumer.

**Where the costs for replacement are equal to or greater than the costs for repair, the seller shall inform the consumer accordingly and shall initially offer to repair the good.**

## **RECITAL**

- (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. 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.

## ANNEX I

### EUROPEAN REPAIR INFORMATION FORM

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

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

#### 2. Information on the repair service

Good to be repaired	[Identification of the good]
Determination of the defect	<del>[Detailed Description of the defect]</del>
Type of repair suggested	[What kind of measures will be taken to repair the defect]
Price for repair or, if it cannot be calculated, the applicable calculation method and maximum price of repair	[This means the total amount or, if not possible, the calculation method and the ceiling for the repair service, in EUR/national currency]
Estimated time to complete repair	[In days, counting from the conclusion of the contract until the repair will be completed]
Availability of a temporary replacement product	[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']
If yes, indicate the corresponding costs, if any:	[In EUR/national currency]

Place <b><u>to hand over the good</u></b> <del>of repair</del>	[The place where <b><u>the consumer hands over the goods for</u></b> repair is carried out by the repairer, for instance, at the residence of the consumer, the location of the repair facility or elsewhere]
If applicable, the availability of ancillary services	[Indicate if and to the extent ancillary services such as removal, installation and transportation are offered, or 'None' if no ancillary service is offered for the repair concerned]
If yes, indicate the corresponding costs, if any:	[In EUR/national currency, per service offered]

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



**Luxembourg written comments on Drafting proposals art 4, 7 and 12 document st12425.en23  
"R2R" directive proposal**

**General comment:** in general, we believe that the proposed amendments go in the right direction.

**Ad article 4**

**Paragraph (1):** We welcome the removal of the reference to Article 2 (11) SGD; the definition of 'durable medium' should be placed in the definitions (article 2).

As regard to the addition of a reasonable time limit for providing the form, we believe that this will have only limited added value as there are no penalties for non-compliance. We can nevertheless be flexible, although we think it would be useful to slightly change the wording. We think it would be better to keep the phrase "before a consumer is bound by a contract for the provision of repair services" where it was before as this could otherwise create confusion.

Draft proposal :

"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, **within a reasonable period of time**, 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.~~"

**Paragraph (2):** We welcome the amendment of the wording in the chapeau, which seems to be more comprehensible than the previous (negative) formulation.

**Paragraph (3):** We welcome the addition of the principle that the form should be free of charge.

However, we feel that deleting the phrase "providing the information included in the European Repair Information Form" dissociates the cost of the form from the cost of identifying the nature of the defect and the type of repair. We would suggest maintaining the reference to the information included in the form "providing the information included in the European Repair Information Form" in order to ensure that only costs directly linked to the cost of identifying the nature of the defect and the type of repair are included. We also think it would be useful to make it clear that these costs are a derogation from the principle of no charge by adding "by way of derogation" at the beginning of the sentence.

Finally, we are of the opinion that the addition of a new sub-paragraph 3 has no real added value. The repairer always has the option of making such a deduction as this practice is not prohibited. If nonetheless deemed necessary, we think that this clarification would be better placed in the recitals.

**Paragraph (4):** We can agree with the proposed changes to letters (a) to (i).

Letter (j) is still under scrutiny: we wonder what is meant by "additional information". If the aim is to allow the repairer to add information such as a blank box, we could be flexible – even if recital 7 seems sufficient

in this respect. We would however prefer/ask for the deletion of this addition if the aim was to allow Member states to add additional optional information.

Moreover, we would suggest adding another letter concerning the period of validity of the form, given that the possibility of modifying this period is even more clearly highlighted by the changes proposed in paragraph 5. We would therefore suggest to add a new letter (j) with the following wording : “the period of time during which the repairer shall not alter the conditions of repair specified in the European Repair Information Form”.

**Paragraph (5):** We welcome the principle of a minimum validity period for the form of 30 calendar days. We would suggest simplifying the wording by adding "at least" before "30 calendar days".

However, we cannot agree with the addition of the other three new sentences in this paragraph. We believe that these provisions are not legally sound, do not provide any added value for the consumer and go beyond the intended aim of this proposal.

National law is sufficient to qualify the exact legal nature and consequences of the European Repair Form.

The concept of 'compelling reasons' is a new concept and raises concerns about its interpretation. National law is deemed sufficient to deal with these situations.

The last sentence should also be deleted. The Commission stated that the identification of the nature of the defect and type of repair on one hand and the repair contract on the other are two separate and independent contracts. The mere fact that the repair contract is ultimately not concluded should hence have no effect on the previous contract on the identification of the nature of the defect and the type of repair.

We would prefer the deletion of the parts relating to reimbursement. It would be disproportionate for the repairer to be obliged to reimburse the costs he had himself to expose for the diagnosis of the good, whenever the consumer decides to accept another, more competitive, offer. In other cases, the right to reimbursement depends on the factual situation at stake and should remain to be dealt with on a case-by-case basis

#### **Ad article 7 and 7a**

We have a negative scrutiny reservation on the proposed amendments. We share the doubts expressed during the meeting by several delegations. We are not convinced about the added value from a consumer perspective of a full-fledged EU-wide Platform for repair given the mere nature of the service. We wonder whether it would not be sufficient and more cost-efficient for the consumer to have an online compilation of relevant data including links towards the national platforms on a centralized website.

#### **Ad article 12**

Preliminarily, we can support option 1. We would nonetheless suggest drafting modifications: in particular the deletion of the reference to Article 14, which seems to create confusion as this article refers to bringing into conformity, i.e. repair but also replacement.

We would also be in favour of exploring possibilities when it comes to introducing more ambitious provisions such as extending the duration of the legal guarantee of conformity or extending the period of reversal of the burden of proof in order to rebalance consumer rights.

**Written comments from Latvia**  
**regarding the 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**  
**(13.09.2023.)**

We would like to thank the Spanish Presidency for preparing drafting proposals concerning Articles 4, 7 and 12 and their corresponding recitals.

We believe that these drafting proposals provide a good starting point for future discussions to improve the text.

Again, as a general comment, we would like to highlight the need to ensure greater consistency and harmonization in relation to other pieces of legislation that are in effect or still being discussed (*Ecodesign and ECGT*).

The proposal should not create additional administrative burden for repair service providers if we would like to eventually foster the availability and popularity of repair services. We have considerable doubts this proposal is appropriate for the needs of a small repair shops, often run by 1 or 2 persons and without online presence, that includes the need to provide the European Repair Information Form.

Below You will find our comments on the drafting proposals from Latvia:

*Article 4*

As we have stated before already, **we struggle to see the added value of the information form compared to the administrative burden it will create, and its mandatory nature cannot be considered proportionate in relation to repairers.** Providing this form does not guarantee the consumer that their product will be repaired and cannot provide full information unless product has been diagnosed.

Latvia considers the consumer protection legislation currently in force to be sufficient for the consumer to receive all necessary information on the repair. The existing regulation (like Consumer Rights Directives 2011/83/EU second and third chapter) already states that, when providing a service, the consumer must have the opportunity to get acquainted with the price list before receiving the service, which should also contain information on how the price of the service is being formed.

We should keep in mind, that repairs will only become more attractive if they will be affordable. Therefore, **we can support the retention of this form in the proposal only if the preparation and issuance of this form is voluntary in all cases** - for those who can and want to prepare and give it to consumers.

*Article 7*

As stated before, Latvia is still doubting about the added value of forceful creation of a platform, instead of leaving this issue up to the market participants. Latvia would prefer to see an article inviting Member states to foster and support creation of such tools that enable consumers and repairers to meet, providing free choice of

technologically neutral solutions. This solution would enable those Member states who already have such platforms or are in process of creating them to keep their national solutions, while other Member states can learn from best practice or support creation/existence of private sources of repair information.

As a compromise, **Latvia could accept and support creation of EU wide platform managed and maintained by Commission**, on the condition that the EU platform would offer a better, harmonized solution lifting the administrative and financial burden off the Member states institutions. However, under current text proposal of Article 7 and 7a that does not seem to be the case. The content of the platform will still be fragmented by MS national rules, and the burden of content creation and monitoring still falls on Member states.

For Latvia, it is important to preserve three aspects for future revisions - firstly, **the creation of the platform is not an obligation of the member states**, secondly, **registration on this platform is voluntary**, thirdly, **the information placed on the platform is available to consumers free of charge**.

#### *Article 7a*

**Latvia cannot support proposed text of Art. 7a**, it does not address our concerns about the burden on national authorities. The article is very burdensome and unnecessary. If the Commission is going to develop the platform, it should also be responsible for all the aspects mentioned in article 7a. If it is not possible, creation of platform should remain voluntary without overcomplicating the issue.

We are of the opinion that verification and registration of repair service providers without provision of harmonized service quality requirements is unclear and unnecessary task that will only create additional bureaucracy. Same goes for checking if the information is up to date – this is a huge burden on authorities.

Furthermore, it should be noted that this platform most probably would be subject to Digital Service Act (DSA) that puts certain obligation on the providers of intermediary services, including content moderation, creation of contact points for recipients of service, complaint handling systems, etc. We are not convinced that delegation of these functions to the Member states is entirely legal under the provisions of DSA.

Latvia cannot support Paragraph 2 of this article as it goes against the aims of the proposal and fosters fragmentation in internal market. For an EU wide platform, we should aim at harmonized rules.

#### *Article 12*

Latvia agrees that we should promote repairs amongst consumers and that it should be the primary remedy in case of non-conformity. But nevertheless, we still do not completely agree with the proposed wordings (two options of Article 12), because these additions and changes to the article creates contradictions and is still unclear and can be easily misunderstood or incorrectly applied. Article can be read so that



the consumer can choose repair, but if the cost of repair is the same or less than the replacement of the product, repair still becomes a mandatory obligation and **consumers has a choice with conditions**. Repairs should be encouraged, not legally binding, additionally given that repair is not always a solution.

It is already difficult for consumers (or competent authorities) to verify (lack of transparency) whether the seller's claim that the replacement is more expensive is true. We shouldn't make this assessment more difficult or unclear with more new rules.

For example, like other member states mentioned in previous meetings, a useful aspect that would improve the attractiveness of the repair could be, for example, extending the warranty after the repair by 6 months. We believe that a good solution also could be that the warranty period is extended for the time that the product has been under repair - that is, either the warranty period is extended for the days that the product has been at the repairer, or the warranty period is frozen for the duration of the repair. Such solution would also serve as an incentive for repairers not to extend the duration of the repair subjectively and artificially.

**It is important not to restrict consumers' rights in the context of this proposal**, but to inform them about the sustainability aspects and the benefits of the circular economy, encouraging them to choose repair as the best option, rather than forcing it.

## **Ireland's written comments on the Spanish Presidency Discussion Paper for meeting on 6 September on the proposal a Directive on common rules to promote repair of goods.**

The revised draft in the discussion paper improves the clarity and terminology of the text, elaborates further on issues on the European Repair Information Form, the Online Platform and has more necessary detail on assessing costs of repair vis a vis the replacement value. Ireland still retains a scrutiny reservation on the proposal as a whole.

### **Article 4 - European Repair Information Form**

4(1) – The new text is an improvement for the consumer though perhaps it could be expressed differently, such as, “from the date of request until a consumer is bound by”, might work better.

4(3) – “free of charge” - welcome clarity here. Regarding the third paragraph, “may deduct such costs out of”, perhaps it could be expressed as “may add the costs to”. Either way the two costs (for diagnostics and actual repair) should be distinct and clear to the consumer.

4(4)(d) – “detailed nature of the defect”, “detailed” might be superfluous because it depends on the defect in question; does the repairer have to explain the technical specification; an explanation around this requirement may be better put in a recital.

4(5) – “consumer accepts the conditions”, formation of contract principles here; under Ireland's common law the contract is formed once the offeree (the consumer here) communicates his acceptance to the offeror (repairer). Note Art 3(6) SGD where it shall not affect the freedom of MSs to regulate aspects of general contract law such as rules on formation validity...or effects of contract.

“Where the repairer does not provide the repair service, the costs.... shall be reimbursed”, this proviso could be put at paragraph 3; if the repairer is entitled to charge only if he carries out the service it can be added on to the price as per para 3. It needs to be clear that (i) the provision of the Form is free of charge and (ii) the diagnostic costs are separate and relate to “only the necessary costs”.

Where the repairer assesses the defects in a complex good (i.e., a watch, a car) and it is impossible to repair, is he not entitled to a fee? If a consumer gets a number of quotes (so as to compare them, which is the object of the process), but only one repairer carries out the repair, are all the other repairers required to reimburse the fee, it doesn't seem fair? The text here needs to be clearer. There are three elements (i) provision of the Form – for free, (ii) provision of the diagnostic – with a cost attached (which may be reimbursed) and (iii) provision of the repair – with a cost attached.

### **Recitals**

(7) “possibility of deducting possible costs”, this is confusing; does this actually mean adding the cost of assessment to the repair bill and only if the repairer carries out the repair?

(9) consumer to pay the necessary costs (diagnostic costs), does this recital contradict paragraph 5 of the form where the costs are reimbursed if the repairer in question does not carry out the repair he had assessed. “deduct such costs”, perhaps this could be reworded to “apply/add such costs to the price... Such an addition...”.

(10) “such as unexpected”, could be reworded as “such as unforeseen”.

#### **Article 7 – Online Platform**

“European Platform for repair and goods subject to refurbishment”, this clarity is welcome in developing and on setting up a Union wide platform for repair and for refurbished goods. The power and reach of the internal market can be harnessed by digital technology to enable access by consumers, repairers, refurbishment service providers; promoting niche or specialised markets for repair of particular products.

7(4)(g) “product category”, could also include “and brand category” (for further ease of reference of consumer and may encourage brand manufacturers to participate in the repair market).

#### **Article 7a – National contact points**

This is a positive and constructive development in providing a ‘yellow page service’ for consumer to locate repair services. The purpose of the platform, as previously outlined, is to provide greater visibility to existing repairers and the provision of the Form is to aid comparison of repair services and provide consumers with the best service available.

In light of the above, we have concerns about the administrative burden put on MSs under this new Article which has mandatory provisions. The repair market in Ireland is small and verification of repairers is not required, what exactly would need to be verified. Repairers, such as electricians etc who would need to have particular qualifications to provide a service, would be a small minority of overall repairers. Their qualifications would already be verified by their professional body. Verification of such qualifications by a national contact point seems to be an unnecessary duplication. If a repairer has no qualifications how would registration be determined? What reasons could be given for not registering a repairer? Could this lead to cases being taken under fair procedures? Non-registration could be seen as discriminatory. How would information of approved repairers be kept up to date and why would it be necessary for a national body to be engaged in this area? It is in the interest of the repairer to keep their information up to date rather than put the burden on the MS. Again, to include the issue of complaints about the platform is another layer of administrative burden for MSs. What conditions should MSs determine for registration, could some guidance be issued on this aspect?

Registration by repairers is voluntary but if a repairer decides to register, a number of obligations apply to them (must meet conditions for registering), this does not seem to encourage engagement with the initiative.

#### **Recitals**

(21) goods subject to refurbishment - this type of market will benefit from this online internal market platform;

(23) “buy refurbished goods” – should it be “buy goods for refurbishment”? “product categories”, could also include “and brand categories”.

#### **Article 12 – amendments to SGD**

Option 1 provides guidance and some criteria on how to assess whether costs for replacement are greater than that of repair. Both options use the same three criteria.

Option 1 seems preferable to 2 as it seeks to integrate Article 14 of the SGD; it puts a clear onus on the seller to repair; there could be mention in the recital of the option that the seller can subcontract repair to a service provider provided he bears that cost.

There is an issue on who decides whether the costs of replacement exceed that of repair, and what happens in the event of a dispute between seller and consumer on this point.

#### **Annex I**

“detailed description of defects”, “detailed” seems superfluous; it is very subjective, though there could be provision to entitle the consumer to follow up in the event of lack of proper description provided. “the consumer hands over the goods”, the word “delivery” would be better and is consistent with the SGD terminology and contract law terms.

Paris, le 13 septembre 2023

## NOTE DES AUTORITÉS FRANÇAISES

**Objet :** Commentaires écrits consécutifs à la réunion du groupe de travail « Information et protection du consommateur » du Conseil du 6 septembre 2023 concernant l'initiative Droit à la réparation

**Réf. :** SGAE/MINUME/2023/482

À la suite de la réunion du groupe de travail « Information et protection du consommateur » qui s'est tenue le 6 septembre 2023, la France souhaite faire part des commentaires écrits suivants.

### **I. Remarques préliminaires**

Les autorités françaises remercient la présidence espagnole pour ses propositions de modifications qui permettent de structurer les débats et de faire avancer la rédaction du texte.

### **II. Commentaires sur les propositions de modification de l'article 4 (Formulaire européen d'information sur la réparation) et les considérants associés.**

**Les autorités françaises considèrent les modifications proposées concernant l'article 4 et ses considérants comme satisfaisantes.** Tout particulièrement, elles saluent la clarification de la rédaction des alinéas 2, 3 et 5, en accord avec les précédentes propositions de la France.

**Les modifications portant sur les délais apportent également satisfaction aux autorités françaises.** La mention d'un « délai raisonnable » à l'alinéa 1 pour la fourniture du formulaire, tout comme l'inclusion d'un minimum de 30 jours de validité du devis, avec la possibilité que les parties s'accordent sur un délai plus long à l'alinéa 5, sont en accord avec des souhaits précédemment émis par les autorités françaises.

**Toutefois, les autorités françaises attirent l'attention sur l'alinéa 2 de l'article 4.** Comme l'ont déjà souligné d'autres délégations, elles **considèrent que l'article 4 devrait être modifié pour renforcer l'information du consommateur sur l'existence du formulaire.** En effet, elles estiment que le fait d'indiquer que le consommateur se verra fournir le devis européen uniquement « sur demande » ne trouvera que de rares cas à s'appliquer. Pour renforcer l'usage de ce formulaire, il conviendrait donc d'assortir cette disposition d'une obligation d'information, à la charge du réparateur, sur l'existence du devis.

**Concernant les mesures relatives à la déduction ou au remboursement des coûts avancés pour l'établissement du devis, les autorités françaises sont partagées.**

- Les avantages pour le consommateur d'une déduction du coût du devis du montant total de la prestation en cas de réalisation de la réparation restent à démontrer. Une telle proposition pourrait entraîner une hausse artificielle des coûts qui serait répercuté par les professionnels sur le montant global de la réparation. Les autorités françaises sont donc réservées à ce sujet.
- Par ailleurs, la disposition rendant obligatoire le remboursement des frais du formulaire pour l'identification de la nature de la panne, si le réparateur ne fournit pas la réparation, ne peut pas emporter le total soutien des autorités françaises en l'état. Ces dernières rejoignent les autres délégations qui demandent la modification voire la suppression de la dernière phrase, car le remboursement ne peut intervenir qu'en cas de refus volontaire du réparateur d'effectuer la réparation, en excluant les cas où le consommateur se rétracte ou celui où le réparateur fait face à des difficultés techniques ou que la réparation est impossible.

En tout état de cause, **les autorités françaises soutiennent l'ajout de la Présidence relatif au principe de gratuité de la fourniture du formulaire** au consommateur par le réparateur. Néanmoins, sur la possibilité donnée aux réparateurs, dans certains cas, de faire payer au consommateur le coût du devis, elles insistent sur la nécessité que ce coût n'excède pas le prix coûtant relatif à l'établissement de celui-ci. Elles proposent ainsi l'amendement suivant au considérant 9 : "The costs should be reasonable and proportionate **and shall not exceed** to the real cost of the service".

**Enfin, les autorités françaises souhaitent apporter leur soutien aux demandes de précisions et d'illustrations de ce que recouvre la notion de « compelling reasons »** évoquée à l'alinéa 5, émanant d'autres délégations. Elles partagent également les inquiétudes de plusieurs États membres concernant le remboursement prévu au même alinéa, vis-à-vis d'un potentiel empiètement sur des dispositions nationales de droit des contrats.

### **III. Commentaires sur les propositions de modification de l'article 7 (Plateforme en ligne) et les considérants associés.**

**Les autorités françaises tiennent à rappeler que la plateforme nationale a leur préférence.** En effet, la France, comme d'autres États membres, dispose déjà d'une première expérience satisfaisante de plusieurs sites internet répertoriant des réparateurs dont l'accès est gratuit pour tout consommateur permettant de trouver localement un professionnel de la réparation et dont le fonctionnement est assez proche des exigences actuellement prévues dans la proposition de directive. De plus, la perspective d'une plateforme européenne risquerait d'éloigner le consommateur du réparateur et de nuire à l'objectif poursuivi par cette initiative (une consommation plus durable et la préservation de l'environnement). En particulier, plus le réparateur est éloigné du consommateur plus le bilan environnemental de la réparation sera négatif.

**Les autorités françaises considèrent que la solution d'une plateforme européenne avec un point de contact national peut s'envisager également, à la condition qu'elle puisse se baser sur les plateformes existantes en les ajustant aux exigences européennes**, afin de ne pas perdre le bénéfice d'un travail de longue date.

**Pour ce qui est des considérations pratiques, les autorités françaises sont favorables à ce que l'inscription des réparateurs sur la plateforme européenne développée par la Commission soit gratuite.** A défaut d'être générale, la gratuité pourrait concerner les petites et moyennes entreprises. En tout état de cause, le texte devrait préciser le caractère gratuit ou payant de l'inscription.

**Les autorités françaises maintiennent par ailleurs leur souhait de voir la plateforme concentrée sur des fonctions de recherche de réparateurs**, afin de répondre au mieux à l'ambition d'une consommation plus durable. Ainsi, elles souhaitent exclure de la plateforme la possibilité de la vente de biens reconditionnés et l'achat de produits défectueux. En effet, si le consommateur est incité à revendre son bien ou à en acheter un nouveau, la plateforme pourrait alors être détournée de son objectif initial. L'attrait pour le changement ou la possibilité d'un gain financier pourrait en effet éloigner le consommateur de la recherche de réparateur. A tout le moins, cette fonction devrait rester facultative et à l'appréciation des États membres.

**Enfin, les autorités françaises rappellent qu'elles partagent avec d'autres États membres le souhait que la réparation soit favorisée par l'introduction d'une norme européenne de qualité** qui pourrait inclure parmi ses critères celui des qualifications professionnelles. Cette harmonisation contribuerait à limiter les risques de discriminations entre réparateurs issus de différents États membres.

#### **IV. Commentaires sur les propositions de modification de l'article 12 (Modification de la directive (UE) 2019/771)**

**Les autorités françaises rappellent leur soutien à l'option 1** des deux proposées par la présidence, la proposition initiale de la Commission, tendant à faire de la réparation le remède prioritaire sur le remplacement lorsque celle-ci n'est pas plus onéreuse tout en l'accompagnant de mesures compensatoires favorables au consommateur. Cette proposition est plus ambitieuse et est totalement en accord avec l'objectif de la présente directive tendant à renforcer la durabilité des biens par la promotion de leur réparation. L'option 2, moins contraignante, représenterait une opportunité manquée de faire évoluer les modes de consommation.

**Les autorités françaises sont favorables à ce que la réparation ne résulte pas d'un choix arbitraire du vendeur mais que l'évaluation de son coût puisse être tracée (par écrit ou sur un support durable).** Elles rappellent ainsi leur souhait de renforcer le dispositif avec l'introduction d'une obligation de transparence pour le professionnel sur l'analyse de la panne ou du défaut et sur la détermination du coût de la réparation. Le professionnel serait ainsi tenu de fournir au consommateur, sur demande, des informations détaillées sur l'analyse de la panne et sur le coût de la réparation.

#### **V. Autres commentaires en lien avec les discussions lors du groupe de travail**

**Les autorités françaises sont très favorables à l'introduction d'une nouvelle disposition permettant aux États membres de prendre des mesures au niveau national pour promouvoir la réparation.** En ce sens, elles proposent également, l'ajout d'un allongement d'une durée de 6 mois de la garantie légale lorsque le bien a fait l'objet d'une réparation dans le cadre de la garantie légale de conformité. Ce principe est déjà en vigueur en France.

D'autres mesures incitatives existent par ailleurs en France, notamment pour les produits électriques et électroniques. Il s'agit d'un bonus réparation instauré fin 2022 et qui permet au consommateur d'obtenir une ristourne sur le montant de la réparation qu'il demande à un professionnel. Les professionnels qui peuvent prétendre à bénéficier du label pour le bonus sont répertoriés sur deux plateformes consultables gratuitement par les consommateurs et dont la gestion est assurée par des éco-organismes (filrière de responsabilité élargie du producteur). Le réparateur labellisé perçoit la somme forfaitaire et la déduit de la facture adressée au consommateur.

**Traduction de courtoisie des commentaires écrits consécutifs à la réunion du groupe de travail «  
Information et protection du consommateur » du Conseil du 6 septembre 2023 concernant  
l'initiative Droit à la réparation**

(SGAE/MINUME/2023/482)

## **I. Preliminary remarks**

---

The French authorities would like to thank the Spanish Presidency for its proposed amendments, which are helping structure the debates and advance the drafting of the text.

## **II. Comments on proposed amendments to article 4 (European Repair Information Form) and corresponding recitals**

---

**The French authorities consider the proposed amendments to Article 4 and its recitals to be satisfactory. In particular, they welcome the clarification of the wording of paragraphs 2, 3 and 5, in line with France's previous proposals.**

**The French authorities are also satisfied with the amendments concerning time limits.** The reference to a "reasonable period" in paragraph 1 for the provision of the form, as well as the inclusion of a minimum of 30 days for the validity of the offer, with the possibility for the parties to agree on a longer period in paragraph 5, are in line with the comments previously made by the French authorities.

**However, the French authorities call attention to paragraph 2 of article 4.** As already emphasized by other delegations, they **consider that Article 4 should be amended to reinforce consumer information on the existence of the form.** In fact, they consider that stating that the consumer will be provided with the European estimate only "upon request " will only be applied in rare cases. To reinforce the use of this form, this provision should be accompanied by an obligation on the repairer to provide information on the existence of the form.

**The French authorities are divided on the question of deducting or reimbursing the costs incurred in drawing up the form.**

- The benefits to the consumer of deducting the cost of the form in the total cost of the service when the repair is carried out have yet to be demonstrated. Such a proposal could lead to an artificial increase in costs, which would be passed on by professionals to the overall cost of the repair. The French authorities therefore have reservations on this subject.
- Furthermore, the provision making it compulsory to reimburse the cost of the form to identify the nature of the fault, if the repairer does not provide the repair, fails to gain the full support of the French authorities as it stands. They join the other delegations in calling for the last sentence to be amended or even deleted, as reimbursement can only be made in the event of the repairer's voluntary refusal to carry out the repair, excluding cases where the consumer withdraws or the repairer encounters technical difficulties or the repair is impossible.



In any case, the French authorities support the Presidency's addition concerning the principle that the repairer should provide the consumer with the form free of charge. Nevertheless, to ensure that the intended purpose of this sentence is properly understood, i.e. to ensure that the form is not charged for more than the cost of drawing it up, they propose the following amendment to Recital 9: ~~"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. The form should in principle be issued free of charge, except where its preparation involves costs for the professional issuing it, in which case it should be issued at cost price"~~.

Lastly, the French authorities support the requests from other delegations for clarification and illustrations of what is covered by the notion of "compelling reasons" referred to in paragraph 5. They also share the concerns of several Member States regarding the reimbursement provided for in the same paragraph, with respect to a potential infringement of national contract law provisions.

### **III. Comments on proposed amendments to article 7 (Online platform) and corresponding recitals**

---

**The French authorities would like to reiterate their preference for a national platform.** In fact, France, like other Member States, already has satisfactory initial experience of several websites listing repairers, which are free to all consumers and enable them to find a local repair professional, and whose operation is fairly close to the requirements currently set out in the proposed directive. Moreover, the prospect of a European platform would risk distancing the consumer from the repairer and undermining the objective pursued by this initiative (more sustainable consumption and preservation of the environment). In particular, the further the repairer is from the consumer, the more negative the environmental impact of repairs will be.

**The French authorities consider that the solution of a European platform with a national contact point may also be envisaged, provided that it can be based on the existing platforms by adjusting them to European requirements,** so as not to lose the benefit of a long-standing work.

**As regards practical considerations, the French authorities are in favour of free registration of repairers on the European platform developed by the Commission.** If not universal, this could be applied to small and medium-sized businesses. In any event, the text should specify whether registration is free or subject to a charge.

**The French authorities also maintain their desire to see the platform focus on repairer search functions,** in order to best meet the ambition of more sustainable consumption. As such, they wish to exclude the sale of refurbished goods and the purchase of defective products from the platform. Indeed, if consumers are encouraged to resell their goods or buy new ones, the platform could be diverted from its initial objective. The lure of change, or the possibility of financial gain, could in fact draw consumers away from the search for a repairer. At the very least, this function should remain optional and at the discretion of member states.

**Finally, the French authorities would like to point out that they share with other Member States the wish that repair be encouraged by the introduction of a European quality standard,** which could include among its criteria professional qualifications. Such harmonization would help limit the risk of discrimination between repairers from different Member States.

### **IV. Comments on proposed amendments to article 12 (Amendment to Directive (EU) 2019/771) and corresponding recitals**

---

**The French authorities reiterate their support for option 1** of the two proposed by the Presidency, the Commission's initial proposal, which aims to make repair the preferred remedy over replacement where repair is not more expensive, accompanied by consumer-friendly compensatory measures. This proposal is more ambitious and fully in line with the aim of the present directive, which is to reinforce the durability of goods by promoting repair. Option 2, which is less restrictive, would represent a missed opportunity to change consumption patterns.

**The French authorities are in favour of ensuring that repair does not result from an arbitrary choice by the seller, but that the evaluation of its cost can be traced (in writing or on a durable medium).**

They reiterate their desire to strengthen the rules by introducing an obligation of transparency for the professional regarding the analysis of the failure or defect and the determination of the cost of repair. The professional would thus be required to provide the consumer, upon request, with detailed information on the analysis of the fault and the cost of repair.

## **V. Other comments relating to meeting discussions**

---

**The French authorities are very much in favour of introducing a new provision allowing Member States to take measures at national level to promote repair.** To this end, they are also proposing the addition of a 6-month extension to the legal guarantee where the goods have been repaired under the legal guarantee of conformity. This principle is already in force in France.

Other incentives also exist in France, especially for electrical and electronic products. These include a repair bonus introduced at the end of 2022, which enables consumers to obtain a discount on the cost of the repair they request from a professional. The professionals eligible for the bonus label are listed on two platforms that can be consulted free of charge by consumers and are managed by eco-organisations (extended producer responsibility schemes). The labelled repairer receives the bonus amount and deducts it from the bill sent to the consumer.

**German comments on Presidency proposals on Articles 4, 7 and 12 of the 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**

Please note that the comments below are only preliminary. Germany has to uphold a general scrutiny reservation.

**Article 4:**

As stated in our written comments from 8 September 2023 (see WK 8919/2023 REV 4 - N° Cion doc.: ST 7767 2023), the Federal Government has serious doubts as to whether the proposed measure in **Article 4** is appropriate for promoting repair and increasing the lifespan of goods. The added value (compared to cost estimates, which are already common today) is not apparent to us. Against this background, we suggest to **delete Article 4**, both in the original version of the COM proposal and in the version of the Presidency's amendment proposal.

**Article 7:**

In our written comments on the Commission's proposal, the Federal Government welcomed the original proposal on **Article 7** in principle as a means of informing consumers about repairers and promoting refurbishment. It is important to us that Member States - as proposed by the EU Commission - are given flexibility in designing the platform and that the platform can be operated by public or **private providers** (see recital 21) as well as that registration remains voluntary for businesses (see Article 7 (3), first sentence). **With regard to the proposed amendment to Article 7, Germany is upholding a scrutiny reservation.**

**Article 12:**

Regarding **Article 12**, the Federal Government rejects a restriction of the consumer's right to choose between repair and replacement. Such a restriction not only significantly restricts the consumer's right of choice between the remedies of repair and replacement, it is also cumbersome for the seller who usually does not know the exact cause of the technical defect of a product and can hardly determine how high the repair costs are. Against this background, the Federal Government proposes as an alternative to the proposed amendment of Article 13(2)

of Directive (EU) 2019/771 and as an incentive for the repair of goods within the legal guarantee an **extension of the liability period once for another 6 months in case the consumer choses repair instead of replacement**.

**Furthermore**, Germany proposes an **obligation for the producer of certain durable goods to provide a statement on the duration of the commercial guarantee for repair and replacement of defective goods** (where the duration of the guarantee can also be zero). From our point of view, such an obligation would better promote competition between producers of durable products and thus, extending the lifespan of products.