Council of the European Union
General Secretariat

Brussels, 11 July 2023

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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 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 a table with the Member States comments on above-mentioned proposal.

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

GENERAL REMARKS.

These are preliminary comments with a scrutiny reservation.

One of the pillars of the circular economy is the right to repair products, which represents an effective way to reduce waste and ensure more sustainable consumption.

Italy, therefore, supports the proposed EU Directive on common rules promoting the repair of goods under examination.

However, it believes that the said proposal, in order to truly align with the indicated principles, needs to be revised in some aspects that we consider of priority interest.

The proposal indicate repairs activities for certain products but lacks in affordability measures. Manufacturers could have control over prices and can limit third-party repairs, giving them an advantage. Without addressing this, manufacturers could control the repair market, impeding price reduction efforts for the benefit of consumers. The legislation's limited coverage excludes many consumer products from improved repair conditions.

The proposal urges sellers to repair items under warranty if repair costs are reasonable. It promotes eco-friendly practices but has limited practical application. The responsibility for cost-effectiveness assessment remains unspecified. It urges vendors to repair items if the cost is lower than replacing them, thus promoting eco-friendly practices. However, the practical implementation of this approach is limited, and the responsibility for cost-effectiveness assessment remains unspecified. With regard to the scope of the proposal, we ask for greater consistency with Directive 2019/771.

We believe that manufacturers should play a stronger role in providing comprehensive information about the reparability of their products and ensuring the availability of spare parts and relevant information to repairers. Furthermore, registration for repairs should be free of charge and devoid of bureaucratic hurdles.

Consumer information must be both meaningful and effective in order to facilitate sustainable decision-making. The harmonization of standards at the European level would undoubtedly facilitate companies in providing information consistently. Additionally, we recommend establishing a specific timeframe for the right to repair, starting from the date of purchase. It is important that repaires are able to demonstrate the claimed professional capabilities, within a section of the platform where they are registered.

As far as the form is concerned (Annex I), it seems to not yet comprehensive. In particular, additional elements may be necessary to address specific needs and regulatory requirements, such as functionalities, the responsible party for completion, technical specifications, and contents (including warranty terms, return policies, limitations, complaint procedures, liability, data privacy, and authorization or certification information). Moreover, customization for country-specific regulations is essential.

The insights gathered by Italian consumer associations indicate that premature disposal of goods is a widespread problem, primarily due to products designed for replacement rather than repair. While supporting the prohibition of unilateral modifications and the non-binding nature of repair contracts, concerns arise regarding contractual freedom that could compromise the accuracy of information in the European form. To ensure fairness, ecodesign requirements and the average lifespan of the product should automatically become binding for warranties. The proposal prioritizes repair to pursue environmental goals, but the debate highlights the need to address consumer rights, particularly the period of product unavailability during repairs. Traceability and product identification should be improved to streamline repair processes. Standardization and ecodesign in production are crucial for a sustainable and repair-friendly environment. Annual checks should be introduced to update delegated provisions as necessary, reflecting any changes in the market or technological advancements. The proposal should include the ineffectiveness of contractual agreements that violate its provisions.

Rome, 28.6.23

Ministry of Enterprises and Made in Italy

DIRECTORATE GENERAL FOR MARKET, COMPETITION, CONSUMER PROTECTION AND TECHNICAL PROVISIONS-UNIT IX

IT COMMENTS on 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 online 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	[Description of the defect]	
Type of repair suggested	[What kind of measures will be taken to repair the defect]	
Price for repair or, if it cannot be calculated, the applicable calculation method ~~and maximum price of repair~~	[This means the total amount or, if not possible, the calculation method ~~and the ceiling for the repair service~~, in EUR/national currency] The maximum price for the repair could be excedeed in exceptional and duly justified situations with the explicit written consent of the consumer, given before the reparation is carried out.	As already commented in Article 4.4 if the price cannot be calculated it is impossible to provide the ceiling price of the repair, unless this ceiling is of indicative nature (which could open for abuses) or it is indicated that this ceiling price could be exceeded in exceptional and duly justified cases providing an explanation and with the explicit written consent by the consumer, given before the reparation is made. In this latter case, it should be also indicated how the repairer should contact the consumer to explain the situation and ask for the written consent to the increase of the price.
Estimated time to complete repair	[In days, counting from the conclusionof the contract until the repair is expected to ~~will~~ be completed]	
Availability of a temporary replacement product	[A temporary replacement product means that the consumer will receive ~~anequivalent~~ a product with an equivalent functionality for use during the time of repair, the repairer has to indicate 'Yes' or 'No']	What an "equivalent product" is should be defined in a Recital. We suggest to specify that the replacement product should have an equivalent functionality (for example a defective washing machine of 9kg capacity and 1400 spin speed can be replaced by a washing machine with different capacity and features such as 7kg and 1000 spin speed).
If yes, indicate the corresponding costs, if any:	[In EUR/national currency]	Is this cost to be provided alternatively in EUR or national currency? Or in both? Should VAT also be separately indicated?

MEMBER STATE ORGANIZATION: ITALY – MINISTRY OF ENTERPRISES AND MADE IN ITALY *DIRECTORATE GENERAL FOR MARKET, COMPETITION, CONSUMER PROTECTION AND TECHNICAL PROVISIONS-UNIT IX*		
Commission proposal	**Drafting Suggestions**	**Comments**
Place of repair	[The place where repair is carried out by the repairer, for instance, at the residence of the consumer, the location of the repair facility or elsewhere]	
If the repair is not carried out at the residence of the consumer, the costs of the transport of the good to be repaired to the location of the repair, if any:	[In EUR/national currency]	Is this cost to be provided alternatively in EUR or national currency? Or in both? Should VAT also be separately indicated?
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 offeredfor the repair concerned]	
If yes, indicate the corresponding costs, if any:	[In EUR/national currency, per service offered]	Is this cost to be provided alternatively in EUR or national currency? Or in both? Should VAT also be separately indicated?

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

RÉPUBLIQUE
FRANÇAISE
Liberté
Égalité
Fraternité

Paris, le 28 juin 2023

NOTE DES AUTORITÉS FRANÇAISES

Objet : Commentaires écrits concernant la proposition de directive établissant des règles communes visant à promouvoir la réparation des biens

Réf. : SGAE/MINUME/2023/395

PJ. : Traduction anglaise de courtoisie

Tableau des commentaires écrits

Les autorités françaises accueillent favorablement la proposition de directive *établissant des règles communes visant à promouvoir la réparation des biens*, en ce qu'elle vise à mieux encadrer le secteur de la réparation, à faciliter son essor et à améliorer la connaissance du consommateur sur ses acteurs. Elles estiment néanmoins nécessaire de rehausser l'ambition du texte et souhaitent faire part des commentaires écrits formalisés dans le tableau placé en annexe, sans préjudice d'éventuels compléments ultérieurs.

De manière générale, les autorités françaises apportent leur soutien à la proposition de la Commission tendant à faire de la réparation le remède prioritaire sur le remplacement lorsque celle-ci n'est pas plus onéreuse. Elles considèrent toutefois que cette évolution mérite d'être accompagnée de dispositions visant à renforcer l'attractivité et l'effectivité de la réparation.

Les autorités françaises proposent notamment des modifications ciblées de la directive (UE) 2019/771 relative à la vente de biens afin d'améliorer le droit des consommateurs et l'attractivité de la réparation grâce à trois leviers principaux : l'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 ; le passage de la durée de garantie légale de conformité à un minimum de deux ans pour tous les biens, mêmes d'occasion, en supprimant l'actuelle option laissée aux États membres de prévoir une durée inférieure ; et un allongement de la période durant laquelle la charge de la preuve est inversée (présomption d'antériorité du défaut) en matière de garantie légale de conformité avec une durée fixée à deux ans minimum pour tout contrat portant sur la vente d'un bien, qu'il soit neuf ou d'occasion. **Par ailleurs, pour renforcer l'effectivité du recours à la réparation**, le vendeur devrait fournir au consommateur, sur demande, des informations détaillées sur l'analyse de la panne et sur le coût de la réparation,

Par ailleurs, afin de garantir la primauté de la réparation sur le remplacement, les autorités françaises apportent leur soutien à l'introduction du formulaire européen d'information sur la réparation et proposent des dispositions visant à améliorer la transparence de l'information délivrée au consommateur. Il s'agira notamment de permettre aux réparateurs d'indiquer de manière détaillée la nature du défaut ainsi que les coûts unitaires estimés ou encore de prévoir la possibilité d'octroi par le professionnel d'une durée de validité du devis de plus de 30 jours.

Les autorités françaises souhaiteraient également saisir l'opportunité représentée par ce texte pour s'attaquer aux pratiques de sérialisation des pièces détachées. Elles proposent d'introduire une interdiction générale de la pratique des professionnels tendant à restreindre la distribution de leurs pièces détachées voire à empêcher la réparation des biens qu'ils fabriquent hors de leurs circuits agréés. **Par ailleurs, afin de favoriser encore davantage l'essor du marché de la réparation, les autorités françaises proposent des dispositions** visant à garantir le traitement équitable des réparateurs pour l'accès aux pièces détachées avec des tarifs équivalents pour les réparateurs indépendants et les circuits agréés.

Enfin, les autorités françaises seront attentives au rapport du Comité économique et social européen sur cette initiative, dont elles estiment que certaines propositions pourront utilement être reprises dans le projet de texte.

Annexe
Traduction anglaise de courtoisie / Courtesy translation

The French authorities welcome the proposal for a Directive establishing common rules to promote the repair of goods, as it aims to provide a better framework for the repair sector, to support its development and to improve the consumer's knowledge of its stakeholders. However, they consider it necessary to improve the level of ambition of the text and wish to share the written comments formalised in the table attached, without prejudice to any further additions.

In general, the French authorities support the Commission's proposal to make repair the priority remedy over replacement where it is not more expensive. However, they consider that this amendment deserves to be accompanied by provisions aimed at enhancing the attractiveness and effectiveness of repair.

In particular, the French authorities propose targeted amendments to Directive (EU) 2019/771 on the sale of goods in order to improve consumer rights and the attractiveness of repair *through three main levers: the extension of a 6-month period for the legal guarantee when goods have been repaired as part of the legal guarantee of conformity; the extension of the duration of the legal guarantee of conformity up to a minimum of two years for all goods (even second-hand) while withdrawing the current possibility for Member States to provide for a shorter period; and an extension of the period during which the burden of proof is reversed (presumption of anteriority of the defect) regarding legal guarantee of conformity with a minimum period of two years for any contract relating to the sale of goods, whether new or second-hand.* ***Regarding the effectiveness of repair****, the seller should provide the consumer, on request, with detailed information on the analysis of the fault and the cost of repair.*

Moreover, in order to guarantee the primacy of repair over replacement, the French authorities support the introduction of the European repair information form and propose provisions to improve the transparency of information provided to the consumer. *This includes allowing repairers to indicate in detail the nature of the defect as well as the estimated unit costs or enabling them to grant a validity period of the estimate of more than 30 days.*

The French authorities would also like to take the opportunity represented by this initiative to tackle the practice of part pairing. *They propose to introduce a general prohibition on the practice of producers to restrict the distribution of their spare parts or to prevent the repair of the goods they manufacture outside their authorized circuits.* ***Moreover, in order to further promote the growth of the repair market, the French authorities propose provisions*** *to ensure fair treatment of repairers for access to spare parts with equivalent rates for independent repairers and authorised circuits.*

Finally, the French authorities will pay close attention to the report of the European Economic and Social Committee regarding this initiative, which contains interesting ideas to contribute to the attractiveness of repair and that could be incorporated into the text.

Directive on the Right to Repair – Doc.7767/23 (256 rows)

Table of MS comments

MEMBER STATE:

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 2023/0083 (COD)	**AT – IT – BE – FI – DK – LT – SI – CZ – EL – HR – LU – NL - PL – PT – FR - IE – LV - EE – MT drafting suggestions and comments**
(1) Directive (EU) 2019/771 of the European Parliament and of the Council[1] pursues the objective of improving the functioning of the internal market, while achieving a high level of consumer protection. In the context of the green transition, this Directive pursues the objective of improving the functioning of the internal market, while promoting more sustainable consumption, and thereby complements the objective pursued by Directive (EU) 2019/771.	
(2) In order to achieve these objectives, and in particular to facilitate cross-border provision of services and competition among repairers of goods purchased by consumers in the internal market, it is necessary to lay down uniform rules promoting the repair of goods purchased by consumers within and beyond the liability of the seller established by Directive (EU) 2019/771. Member States have already taken or are considering to introduce rules promoting repair and reuse of goods purchased by consumers outside the existing liability of the seller established by Directive (EU) 2019/771. Differing mandatory national rules in this area constitute actual or potential obstacles to the functioning of the internal market, adversely affecting cross-border transactions of economic operators acting on that market. Those operators may have to adapt their services to comply with the different mandatory national rules and may be faced with additional transaction costs for obtaining the necessary legal advice on the requirements of the law of the Member State of the consumer's habitual residence, when applicable pursuant to	IT (Comments): Currently, the Sales of Goods Directive provides the consumer with the choice between repair and replacement. Giving consumers choice is one of the fundamental objectives of EU consumer law. Accordingly, rather than making repair the only primary remedy, other measures to promote repairs could be adopted, while preserving consumers' choice. For instance, replacement could be excluded in case of minor defects that do not impact the overall functionality or aesthetics of the product. Moreover, were consumers provided with a free temporary replacement product, they would be more inclined to opt for repair rather than replacement. Furthermore, it would be important to ensure the transferability of the guarantees on consumer goods, particularly to encourage the growth of the second-hand market and, consequently, enhance the durability of goods. It is worth noting that some sectoral studies have shown that extending the duration of legal guarantees from two to five years would lead to a mere

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

Regulation (EC) 593/2008 of the European Parliament and of the Council[2], and to adapt their contracts for the provision of repair services accordingly. This will affect, in particular, small and medium sized enterprises, mostly represented in the repair sector. Legal fragmentation may also negatively affect consumer confidence in cross-border repair due to uncertainties regarding factors which are important for the decision to repair goods.	1-2.9% increase in prices. Such an extension would complement the proposed measures and align with the objectives of the current Directive. Promoting competition among cross-border repairers can present challenges for repairers operating in countries with higher costs. However, this practice is feasible and already underway. It should be noted that for goods requiring repair or waste being refurbished, crossing borders may be necessary (the movement of goods and waste across borders is regulated by the waste Directive and other EU legislation). The establishment of cross-border provision of services, with national platforms being open to repairers from other Member States, may have adverse implications for consumers, as it would involve transporting the goods to be repaired to another country that may not necessarily require crossing a border. Therefore, to counterbalance these effects, it is important to introduce measures such as temporary substitution of the product during the repair period and mandatory shipment insurance. CZ (Comments): This recital refers to "*[d]iffering mandatory national rules in this area constitute actual or potential obstacles to the functioning of the internal market, adversely affecting cross-border transactions of economic operators acting on that market. Those operators may have to adapt their services to comply with the different mandatory national rules and may be faced with additional transaction costs for obtaining the necessary legal advice on the requirements of the law of the Member State of the consumer's habitual residence, when applicable pursuant to Regulation (EC) 593/2008 of the European Parliament and of the Council, and to adapt their contracts for the provision of repair services accordingly.*" We wonder which of the obstacles mentioned would be eliminated by the proposed measures. **Consequently, we ask to include examples of the differing mandatory rules and subsequent obstacles in the recital.** If

[2] Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).

	no examples are found, we ask for deletion of the relevant text.
(3) In order to reduce premature disposal of viable goods purchased by consumers and to encourage consumers to use their goods longer, it is necessary to set out rules on repair of such goods. Repair should result in more sustainable consumption, since it is likely to generate less waste caused by discarded goods, less demand for resources, including energy, caused by the process of manufacturing and sale of new goods replacing defective goods, as well as less greenhouse gas emissions. This Directive promotes sustainable consumption in view of achieving benefits for the environment while also producing benefits for consumers by avoiding costs associated with new purchases in the short term.	LT (Comments): Recital 3 provides that 'This Directive promotes sustainable consumption in view of achieving benefits for the environment while also producing benefits for consumers by avoiding costs associated with new purchases in the short term.'. However, the consumers will incur the costs of the repair. If the good is repaired badly, it is possible that the consumer will purchase a new good instead of repairing the defective one (especially when the repair was not cheap). So it is important to seek for the element of trust by ensuring that the repaired good will be durable, high quality and safe. CZ (Drafting): In order to reduce premature disposal of viable goods purchased by consumers and to encourage consumers to use their goods longer, it is necessary to set out rules on repair of such goods. Repair should result in more sustainable consumption~~, since it is likely to generate~~ **and** less waste caused by discarded goods, less demand for resources, including energy, caused by the process of manufacturing and sale of new goods replacing defective goods, as well as less greenhouse gas emissions. This Directive promotes sustainable consumption in view of achieving benefits for the environment while also producing benefits for consumers by avoiding costs associated with new purchases in the short term. CZ (Comments): Based on the findings Commission claims that the proposed measures will increase the number of repairs by 15% and result in less waste generation. The proposal cannot be based on assumptions but it must be supported by data. The recital 3 should be thus adapted accordingly, if the Commission has such data (if not, such a statement should be removed from the recital).

Table of MS comments

(4) Regulation (EU)… of the European Parliament and of the Council [on the Ecodesign Sustainable Products] lays down, in particular, supply-side requirements pursuing the objective of more sustainable product design at the production phase. Directive (EU)… of the European Parliament and of the Council [on Empowering consumers for the green transition] lays down demand-side requirements ensuring the provision of better information on durability and reparability of goods at the point of sale, which should enable consumers to make informed sustainable purchasing decisions. This Directive complements those supply-side and demand-side requirements, by promoting repair and reuse in the after-sales phase both within and outside the liability of the seller established by Directive (EU) 2019/771. This Directive thus pursues the objectives, in the context of the European Green Deal, of promoting a more sustainable consumption, a circular economy and the green transition.	IT (Comments): Based on the insights gathered by Italian consumer associations, it is evident that premature disposal of goods is a prevalent occurrence. This can be attributed to the design of products, which prioritize replaceability over repairability. We ask as well consistency with regard to the energy labelling of smartphones and slate tablets, the proposed Commission delegated regulation of June 16, 2023, supplementing Regulation 2017/1369/EU of the European Parliament and of the Council, provides for the label having a Repairability Score. LU (Drafting): (4) Regulation (EU)… of the European Parliament and of the Council [on the Ecodesign Sustainable Products] lays down, in particular, supply-side requirements pursuing the objective of more sustainable product design at the production phase. Directive (EU)… of the European Parliament and of the Council [on Empowering consumers for the green transition] lays down demand-side requirements ensuring the provision of better information on durability and reparability of goods at the point of sale, which should enable consumers to make informed sustainable purchasing decisions. This Directive complements those supply-side and demand-side requirements, by promoting repair and reuse in the after-sales phase both within and outside the liability of the seller established by Directive (EU) 2019/771. This Directive thus pursues the objectives, in the context of the European Green Deal, of promoting a more sustainable consumption, a circular economy and the green transition. **This Directive is without prejudice to the provisions of the General Product Safety Regulation, in particular in the case of a product safety recall.** LU (Comments):

	As provided for in Recital 4, LU considers it useful to recall the interplay between this text and other legislation. It would therefore be useful to include a reference to the General Product Safety Regulation (GPSR).
(5) This Directive should not affect the freedom of Member States to regulate aspects of contracts for the provision of repair services other than those harmonised in Union law.	
(6) Reparability requirements should comprise all requirements under Union legal acts which ensure that goods can be repaired, including but not limited to requirements under the ecodesign framework referred to in Regulation [on the Ecodesign for Sustainable Products], to cover a broad range of products as well as future developments in any other field of Union law.	IT (Comments): The proposal mandates that manufacturers carry out repairs upon consumer request for products that fall under ecodesign measures. However, this obligation is applicable to only a restricted range of products, and there are no provisions in place to guarantee affordable repairs. Manufacturers have control over spare part prices and can prevent the use of third-party parts, giving them a competitive edge over independent repairers. Failure to address this competitive disadvantage would enable manufacturers to maintain control in the repair market, impeding efforts to reduce repair costs. Moreover, the limited scope of the legislation would exclude a significant portion of consumer products from benefiting from improved repair conditions. Conclusively, it is essential for manufacturers to ensure the timely and reasonably priced availability of spare parts. LU (Comments): See comments in Article 2.
(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	LU (Comments): See comments in Article 4.

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. 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[3].	
(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. [4]	LU (Comments): See comments in Article 4.
(9) There are situations in which a repairer incurs costs necessary for providing the information on repair and price included in the European Repair Information Form. For instance, the repairer may need to inspect the goods to be able to determine the defect or type of repair that is	IT (Drafting): (9) There are situations in which a repairer incurs costs necessary for providing the information on repair and price included in the European

[3] 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).

[4] 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).

necessary, including the need for spare parts, and to estimate the repair price. In these cases, a repairer may only request a consumer to pay the costs that are necessary for providing the information included in the European Repair Information Form. In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about such costs before the consumer requests the provision of the European Repair Information Form. Consumers may refrain from requesting the European Repair Information Form where they consider that the costs for obtaining that form are too high.	Repair Information Form. For instance, the repairer may need to inspect the goods to be able to determine the defect or type of repair that is necessary, including the need for spare parts, and to estimate the repair price. In these cases, a repairer may only request a consumer to pay the costs that are necessary for providing the information included in the European Repair Information Form. In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about such costs before the consumer requests the provision of the European Repair Information Form. Consumers may refrain from requesting the European Repair Information Form where they consider that the costs for obtaining that form are too high. **Once the good has been repaired, the repairer should provide the consumer a receipt specifying the hourly cost of labour, the cost of materials and any shipping costs.** IT (Comments): Consumers should be empowered with complete transparency regarding the costs incurred by the repairer. Therefore, we recommend the inclusion of a provision specifying the necessary details to be included in the repair receipt. DK (Drafting): (9) There are situations in which a repairer incurs costs necessary for providing the information on repair and price included in the European Repair Information Form. For instance, the repairer may need to inspect the goods to be able to determine the defect or type of repair that is necessary, including the need for spare parts, and to estimate the repair price. In these cases, a repairer may only request a consumer to pay the costs that are necessary for providing the information included in the European Repair Information Form**, and should not be a venue for making profits**. **The first European Information Repair Form, which determines the defect of the product shall be the basis for other forms, and the consumer should therefore not pay for more than one**

	repair form per defect. 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. DK (Comments): Based on the clarification from the Commission, we consider it necessary to specify that the European Information Repair Form is not intended to create new profits, but only to cover the costs related to the examination of the defect product. In addition, the change clarifies that there is no need for multiple repairers to examine the product. Once the defect has been determined, this information shall be provided on the European Information Repair Form, which can be used by other repairers to fill out the form in terms of price, auxiliary services etc. EL (Drafting): (9) There are situations in which a 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 and consequently the repairer may** incur~~s~~ costs ~~**necessary**~~ for providing the information on repair and price included in the European Repair Information Form. ~~For instance, the repairer may need to inspect the goods to be able to determine the defect or type of repair that is necessary, including the need for spare parts, and to estimate the repair price.~~ In these case~~s, a~~ **the** repairer may only request a consumer to pay the costs that are necessary for **inspecting such goods and** providing the information included in the European Repair Information Form. In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about

	such costs before the consumer requests the provision of the European Repair Information Form. Consumers may refrain from requesting the European Repair Information Form where they consider that the costs for obtaining that form are too high. EL (Comments): We think that an obligation to pay may be raised by the repairer only in connection with an actual inspection of goods. The recital implies that apart from inspection there might be other situations in which a repairer incurs costs for providing the information. Which are such other situations? We are of the view that this point should be redrafted in order to clarify the issue. HR (Comments): HR suggest clarifying the provision, especially with regards of using the term necessary cost since it is not clear what this term covers. Does these costs cover the costs that the repairer would have while providing the information contained in the European Repair Information Form and whether and how those costs can be questioned. In addition, does this cost refers to the cost regarding the diagnostic procedure? Also, who will monitor and control payment of such costs. Therefore, HR recommends clarifying the provision. LU (Comments): See comments in Article 4. NL (Drafting): (9) ~~There are situations in which a repairer incurs costs necessary for providing the information on repair and price included in the European Repair Information Form. For instance, the repairer may need to inspect~~

	~~the goods to be able to determine the defect or type of repair that is necessary, including the need for spare parts, and to estimate the repair price. In these cases, a~~ **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. For instance, if these are costs for determining the defect or the type of repair that is necessary, such as the inspection of the goods, the need for spare parts and the estimation of the repair price. The costs must be reasonable and cannot include administration fees.** 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. NL (Comments): It is not sufficiently clear from the text that it should really only include costs such as research costs, because research costs are only given as an example. It should not include, for example, high administrative costs. Moreover, they should be reasonable research costs. FR (Drafting): (9) There are situations in which a repairer incurs costs necessary for providing the information on repair and price included in the European Repair Information Form. For instance, the repairer may need to inspect the goods to be able to determine the defect or type of repair that is necessary, including the need for spare parts, and to estimate the repair price. ~~In these cases,~~ **In principle, the European Repair Information Form should be issued free of charges/freely.** ~~a~~**A** repairer may only request a consumer to pay the costs that are necessary for providing the information included in the European Repair Information Form. In line with the pre-contractual information and other requirements set out in

	Directive 2011/83/EU, the repairer should inform the consumer, about such costs before the consumer requests the provision of the European Repair Information Form. Consumers may refrain from requesting the European Repair Information Form where they consider that the costs for obtaining that form are too high. FR (Comments): Les autorités françaises proposent de reformuler la 3e phrase pour s'assurer de la bonne compréhension de l'objectif souhaité, à savoir de faire en sorte que le devis ne soit pas facturé au-delà du coût nécessaire à son établissement. *The French authorities are suggesting a rewording of the 3rd sentence to ensure that the intended purpose is properly understood, that is, to ensure that the Form is not charged beyond the cost of drawing it up.* LV (Comments): Considering that the repairer has the right to request a specific payment for issuing this form, recital No. 9 should be supplemented with clearer information, that the fee that can be charged to the consumer must be proportionate to the real cost of the service, so as not to create different interpretation possibilities amongst the repairers.
(10) Repairers should not alter the conditions of repair that they provide in the European Repair Information Form, including on the price for repair, for a certain period of time. This ensures that consumers are given sufficient time to compare different repair offers. In order to safeguard as much as possible the contractual freedom for repairers other than producers of goods for whom an obligation to 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	IT (Comments): We agree with the prohibition of *ius variandi* and the need not to bind repairers to sign contracts. However, we acknowledge that contractual freedom may compromise the accuracy of the information provided in the European form. There is a possibility that repairers may have a vested interest in issuing a form with an underestimated quote. DK (Drafting): (10) Repairers should not alter the conditions of repair that they provide

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.	in the European Repair Information Form, including on the price for repair, for a certain period of time. This ensures that consumers are given sufficient time to compare different repair offers. In order to safeguard as much as possible the contractual freedom for repairers other than producers of goods for whom an obligation to 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 repairer shall carry out the repair if** the European Repair Information Form **has been filled, unless where the repairer does not have the compentences required for the repair**. 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. DK (Comments): The proposed amendment aims to avoid article 7(2) is rendered redundant. It would be a loophole if the repairer can intend to repair at the time of providing the repair form, but subsequently decide not to repair. At the same time we recognise that it should be possible to not repair the product, when upon examination, the repairer discovers that it does not have the competencies required to carry out the repair. In addition, the Commission's original proposal does not specify that the repair form should not be for generating new profits. This means that there would be a loophole allowing companies to making a business out of fulfilling the repair form but not providing repair services. LT (Comments): Recital 10 provides that 'In order to safeguard as much as possible the

	contractual freedom for repairers other than producers of goods for whom an obligation to repair applies, to be able to decide whether to conclude a contract for the provision of repair services at all, repairers should remain free to decide not to conclude such a contract, including in situations where they have provided the European Repair Information Form.'. Consequently, the consumer after obtaining the Form may at any time face a situation where the conclusion of the contract for the provision of repair services will be refused. This may discourage the consumer from making such a request in advance, or the consumer may incur costs if the repairer decides to refuse to conclude the contract. Thus, how to ensure the reasonable expectation of the consumer to repair the product at a acceptable price (or other repair conditions), while not burdening the repairers with a disproportionate administrative burden. LU (Comments): See comments in Article 4.
(11) Directive (EU) 2019/771 imposes an obligation on sellers to repair goods in the event of a lack of conformity which existed at the time that the goods were delivered and which becomes apparent within the liability period. Under that Directive, consumers are not entitled to have defects repaired which fall outside that obligation. As a consequence, a large number of defective, but otherwise viable, goods are prematurely discarded. In order to encourage consumers to repair their good in such situations, this Directive should impose an obligation on producers to repair goods to which reparability requirements imposed by Union legal acts apply. That repair obligation should be imposed, upon the consumer's request, on the producers of such goods, since they are the addressees of those reparability requirements. That obligation should apply to producers established both inside and outside the Union in relation to goods placed on the Union market.	IT (Comments): The role of manufacturers needs to be strengthened and enhanced in terms of providing comprehensive information about the reparability features of the product and its components. Additionally, manufacturers should guarantee the availability of spare parts or necessary data (such as software and digital content) to repairers at affordable prices and within a reasonable timeframe. This will enable repairers to offer efficient and timely services to consumers. The Commission's approach significantly expands the producer's role in activities usually executed by other market players. Manufacturer - also given the new European Eco-design regulations currently being adopted - should rather be made responsible for the need to prevent reparability through sustainable and quality design and which at the same time strengthens the ability of the end user with respect to the correct use of the

	product and the need, in general, for responsible consumption. in this sense, the information function of the producer must be strengthened. LU (Comments): See comments in Article 5.
(12) Since the obligation to repair imposed on producers under this Directive covers defects that are not due to the non-conformity of the goods with a sales contract, producers may provide repair against a price paid by the consumer, against another kind of consideration, or for free. The charging of a price should encourage producers to develop sustainable business models, including the provision of repair services. Such a price may take into account, for instance, labour costs, costs for spare parts, costs for operating the repair facility and a customary margin. The price for and the conditions of repair should be agreed in a contract between the consumer and the producer and the consumer should remain free to decide whether that price and those conditions are acceptable. The need for such a contract and the competitive pressure from other repairers should encourage producers who are obliged to repair to keep the price acceptable for the consumer. The repair obligation may also be performed for free when the defect is covered by a commercial guarantee, for instance, in relation to guaranteed durability of goods.	IT (Comments): Certain goods, such as fridges, are meant to have a longer lifespan than the two-year period covered by the legal warranty. In these cases, it is necessary to extend the right to repair to align with the expected durability of these goods. It is not necessarily true that the competitive pressure from other repairers will automatically lead producers, who now have the obligation to provide repairs, to keep repair prices reasonable for consumers. In particular: 1) A post-sale assistance service provided by a major manufacturer may be more cost-effective due to economies of scale, or because small repairers can be affiliated with the manufacturer's service; and 2) Producers may choose to set repair prices excessively high, which would oblige consumers to go to other repairers. The risk is that the only real competition will be between professional repairers and non-professional ones, such as repair cafés, which can lead to unsatisfied consumers, poorly repaired products, or even unsafe products. Additionally, cross-border repair services between two Member States with different national prices or nationally subsidized repair services (if legally possible) may further complicate the situation. Please, see comment on article 5(1) regarding the phrase “another kind of consideration”. The Commission should clarify better the regulatory context, because the proposed text seems to create overlaps between the definitions and the

	typical functions usually in the hands of different subjects within the supply chain. DK (Drafting): (12) Since the obligation to repair imposed on producers under this Directive covers defects that are not due to the non-conformity of the goods with a sales contract, producers may provide repair against a **reasonable** price paid by the consumer, against another kind of consideration, or for free. The charging of a price should encourage producers to develop sustainable business models, including the provision of repair services. Such a price may take into account, for instance, labour costs, costs for spare parts, costs for operating the repair facility and a customary margin. The price for and the conditions of repair should be agreed in a contract between the consumer and the producer and the consumer should remain free to decide whether that price and those conditions are acceptable. The need for such a contract and the competitive pressure from other repairers should encourage producers who are obliged to repair to keep the price acceptable for the consumer. The repair obligation may also be performed for free when the defect is covered by a commercial guarantee, for instance, in relation to guaranteed durability of goods. DK (Comments): Price is one of the main causes that dissuades consumers from choosing repair. It therefore needs to be specified that the price should be reasonable. We recognise the Commission's explanation that the consumer can go to an independent repairer. However, the producer determines the price spare parts, which means that it can be set sufficiently high to give independent repairers a disadvantage. HR (Comments):

	HR considers necessary to specify a provision that allows the producer to repair the product at the consumer's request in exchange for another kind of consideration. Wording "*another kind of consideration"* needs to be specified more clearly since it is not clear what is another type of compensation that the consumer would be required to pay to the producer when repairing goods. Therefore, RH recommends elaborating the recital and above-mentioned wording "*another kind of consideration"* in more detail. LU (Drafting): (12) Since the obligation to repair imposed on producers under this Directive covers defects that are not due to the non-conformity of the goods with a sales contract, producers may provide repair against a price paid by the consumer, **~~against another kind of consideration,~~** or for free. The charging of a price should encourage producers to develop sustainable business models, including the provision of repair services. Such a price may take into account, for instance, labour costs, costs for spare parts, costs for operating the repair facility and a customary margin. The price for and the conditions of repair should be agreed in a contract between the consumer and the producer and the consumer should remain free to decide whether that price and those conditions are acceptable. The need for such a contract and the competitive pressure from other repairers should encourage producers who are obliged to repair to keep the price acceptable for the consumer. The repair obligation may also be performed for free when the defect is covered by a commercial guarantee, for instance, in relation to guaranteed durability of goods. LU (Comments): See comments in Article 5. FR (Drafting): (12) Since the obligation to repair imposed on producers under this

	Directive covers defects that are not due to the non-conformity of the goods with a sales contract, producers may provide repair against a price paid by the consumer, against another kind of consideration, or for free. The charging of a price should encourage producers to develop sustainable business models, including the provision of repair services. Such a price may take into account, for instance, labour costs, costs for spare parts, costs for operating the repair facility and a **reasonable** customary margin. The price for and the conditions of repair should be agreed in a contract between the consumer and the producer and the consumer should remain free to decide whether that price and those conditions are acceptable. The need for such a contract and the competitive pressure from other repairers should encourage producers who are obliged to repair to keep the price acceptable for the consumer. The repair obligation may also be performed for free when the defect is covered by a commercial guarantee~~, for instance, in relation to guaranteed durability of goods~~. FR (Comments): 1. Les autorités françaises proposent l'ajout de l'adjectif "raisonnable" avant la "marge habituelle" qui pourrait être intégrée par le fabricant dans le coût de la réparation afin d'encourager à la fixation de prix qui ne seraient pas dissuasifs pour le consommateur. 2. Les autorités françaises suggèrent la suppression de la référence à la garantie commerciale de durabilité puisque ce n'est qu'une garantie commerciale parmi d'autres. *1. The French authorities are suggesting that the adjective "reasonable" be added before the reference to the "customary margin" which may be incorporated by the manufacturer into the repair cost, in order to prevent consumers from being dissuaded by the prices proposed by repairers.* *2. The French authorities are suggesting deleting, in the last sentence, the reference to the durability guarantee, which is only one commercial guarantee amongst others (other types of commercial guarantee may also offer the repair of goods).*

(13) Producers may fulfil their obligation to repair by sub-contracting repair, for instance, if the producer does not have the repair infrastructure or if repair can be carried out by a repairer located closer to the consumer, among others where the producer is established outside the Union.	LU (Comments): See comments in Article 5. PT (Comments): PT supports that subcontracted providers should be located closer to consumers, as this will contribute to reducing the repair carbon footprint, promoting a more sustainable production and distribution pattern. Therefore, **producers should be requested to provide information on subcontractors, if applicable**.
(14) The requirements laid down in delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council[5], according to which producers should provide access to spare parts, repair and maintenance information or any repair related software tools, firmware or similar auxiliary means, apply. Those requirements ensure the technical feasibility of repair, not only by the producer, but also by other repairers. As a consequence, the consumer can select a repairer of its choice.	IT (Comments): We agree with the idea that manufacturers should make spare parts, software, and other necessary components readily available to repairers. In fact, we support the inclusion of a formal obligation for manufacturers to ensure such availability. The Commission should explicitly and exhaustively include in the text of the directive the right of the consumer to choose a repairer of his choice. This principle is referred to in this recital but cannot be found in the text in an effectively clear manner. LU (Comments): See comments in Article 5.
(15) The obligation to repair should also be effective in cases where the	

[5] Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of ecodesign requirements for energy-related products (recast) (Text with EEA relevance) (OJ L 285, 31.10.2009, p. 10–35).

producer is established outside the Union. In order to enable consumers to turn to an economic operator established within the Union to perform this obligation, this Directive foresees a sequence of alternative economic operators required to perform the obligation to repair of the producer in such cases. This should enable producers located outside the Union to organise and perform their obligation to repair within the Union.	
(16) To avoid overburdening producers and to ensure they are able to perform their obligation to repair, that obligation should be limited to those products for which and to the extent any reparability requirements are provided for in Union legal acts. Reparability requirements do not oblige producers to repair defective goods, but ensure that goods are reparable. Such reparability requirements can be laid down in relevant Union legal acts. Examples are delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council[6], which create a framework to improve the environmental sustainability of products. This limitation of the obligation to repair ensures that only those goods which are reparable by design are subject to such obligation. Relevant reparability requirements include design requirements enhancing the ability to disassemble the goods and a range of spare parts to be made available for a minimum period. The obligation to repair corresponds to the scope of the reparability requirements, for instance, ecodesign requirements may apply only to certain components of the goods or a specific period of time may be set to make spare parts available. The obligation to repair under this Directive, which allows the consumer to claim repair directly against the producer in the after-sales phase, complements the supply-side related reparability requirements laid down in Regulation [on the Ecodesign Sustainable Products], encouraging consumer demand for repair.	IT (Comments): Could the Commission please clarify whether this Recital indicates that there are limitations regarding the goods and components of goods to be repaired (such as vacuum cleaners, where only the motor and hoses are included, while the electricity cord, nozzles, or external case are not), and whether there are limitations on the duration of the repair obligation linked to the description of reparability requirements in the legal acts listed in Annex I? Such clarification is crucial for the proposed modifications to Recital 20. FR (Drafting): (16) To avoid overburdening producers and to ensure they are able to perform their obligation to repair, that obligation should be limited to those products for which and to the extent any reparability requirements are provided for in Union legal acts. Reparability requirements do not oblige producers to repair defective goods, but ensure that goods are reparable. Such reparability requirements can be laid down in relevant Union legal acts. Examples are delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council, which create a framework to improve the environmental sustainability of products. ~~This limitation of the obligation~~

[6] Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of ecodesign requirements for energy-related products (recast).

	~~to repair ensures that only those goods which are reparable by design are subject to such obligation.~~ **The obligation to repair does not apply to goods whose intrinsic nature does not enable them to be repaired.** Relevant reparability requirements include design requirements enhancing the ability to disassemble the goods and a range of spare parts to be made available for a minimum period. The obligation to repair corresponds to the scope of the reparability requirements, for instance, ecodesign requirements may apply only to certain components of the goods or a specific period of time may be set to make spare parts available. The obligation to repair under this Directive, which allows the consumer to claim repair directly against the producer in the after-sales phase, complements the supply-side related reparability requirements laid down in Regulation [on the Ecodesign Sustainable Products], encouraging consumer demand for repair. FR (Comments): Les autorités françaises suggèrent une modification de la 5e phrase du considérant afin d'inverser son sens : plutôt que d'indiquer que la directive s'applique uniquement aux biens conçus pour être réparables, il est suggéré d'écrire qu'elle s'applique à tous les biens sauf à ceux dont on ne peut pas attendre - du fait de leur nature propre - qu'ils soient réparables. *The French authorities are suggesting rewording the 5th sentence in order to express unequivocally the ambition of the text and of this recital in particular, by specifying that, by their core nature, a certain number of goods are not conceived to be repaired.*
(17) To ensure legal certainty, this Directive lists in Annex II relevant product groups covered by such reparability requirements under Union legal acts. In order to ensure coherence with future reparability requirements under Union legal acts, the power to adopt acts in accordance with Article 290 of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of in	PT (Comments): Regarding item 8 of the Annex ("*Servers and data storage products according to Commission Regulation (EU) 2019/4248*") it should be noted that its scope includes not only consumer goods. **Hence, it seems that a clarification would be needed to distinguish between consumer goods**

particular adding new product groups to Annex II when new reparability requirements are adopted. It is of particular importance that the Commission carry out appropriate consultations during its preparatory work, including at expert level, and that those consultations be conducted in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making[7]. In particular, to ensure equal participation in the preparation of delegated acts, the European Parliament and the Council should receive all documents at the same time as Member States' experts, and their experts systematically should have access to meetings of Commission expert groups dealing with the preparation of delegated acts.	**and others, not covered by this Directive**.
(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.	IT (Comments): 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. CZ (Comments): The part *"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*

[7] Interinstitutional Agreement between the European Parliament, the Council of the European Union and the European Commission on Better Law-Making (OJ L 213,12.5.2016, p. 1).

	the most suitable repair services for their needs." is problematic. There is no proof supporting the assumption that consumers are really willing to pay for several European Repair Information Forms. This recital should be reworded to reflect the reality.
(19) In line with Directive (EU) 2019/771, a producer should be exempted from the obligation to repair where repair is factually or legally impossible. For example, the producer should not refuse repair for purely economic reasons, such as the costs of spare parts. National law implementing Directive (EU) 2019/771 or the preceding Directive 1999/44/EC of the European Parliament and of the Council[8] is already using the criterion whether repair is impossible and national courts are applying it.	IT (Comments): The concept of "factually impossible repair" should be elaborated upon to ensure adequate consumer protection and prevent any unwarranted reduction of rights. It is essential to provide a clear definition and specific criteria for determining when a repair is considered factually impossible. LU (Comments): NB: LU considers that the FR version of the text is ambiguous in that it uses the word "in accordance with" ("conformément à") directive 2019/771, which does not appear to be entirely accurate insofar as directive 2019/771 does not make any provision for repair with regard to the producer. FR (Drafting): (19) ~~In line with Directive (EU) 2019/771,~~ ~~a~~ **A** producer should be exempted from the obligation to repair where repair is factually or legally impossible. For example, the producer should not refuse repair for purely economic reasons, such as the costs of spare parts. **Thus,** ~~National law implementing Directive (EU) 2019/771 or the preceding Directive 1999/44/EC of the European Parliament and of the Council[9] is already using~~ the criterion whether repair is impossible ~~and national courts are applying it and it seems that the producer~~ **will be aligned with those laid**

[8] Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees (OJ L 171, 7.7.1999, p. 12).

[9] Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees (OJ L 171, 7.7.1999, p. 12).

	down for the seller under the legal guarantee of conformity provided by Directive (EU) 2019/771. FR (Comments): Les autorités françaises proposent une reformulation du considérant 19 afin de souligner que les limites de l'obligation de réparation du producteur seront alignées sur celles prévues pour le vendeur dans le cadre de la garantie légale de conformité (directive (UE) 2019/771) : "***Ainsi, le critère d'impossibilité de réparation sera aligné sur celui prévu pour le vendeur dans le cadre de la garantie légale de conformité prévue par la directive (UE) 2019/771."*** *The French authorities are suggesting a rewording of recital 19 in order to highlight that the limits of the producer's obligation to repair will be aligned with those laid down for the seller under the legal guarantee of conformity (Directive (EU) 2019/771).*
(20) In order to increase the consumer awareness on the availability of repair and thus its likelihood, producers should inform consumers of the existence of that obligation. The information should mention the relevant goods covered by that obligation, together with an explanation that and to what extent repair is provided for those goods, for instance through sub-contractors. That information should be easily accessible to the consumer and provided in a clear and comprehensible manner, without the need for the consumer to request it, and in line with the accessibility requirements of Directive 2019/882. The producer is free to determine the means through which it informs the consumer.	IT (Comments): We believe that the manufacturer must bear information obligations also concerning the most frequent anomalies or failures deriving from the correct use of the good. See also our comment at recital (16). LU (Comments): See comments in Article 6.
(21) In order to encourage repair, Member States should ensure that for their territory at least one online platform exists which enables consumers to search for suitable repairers. That platform may be an existing or privately operated platform, if it meets the conditions laid down in this Directive. That platform should include user-friendly and independent	IT (Drafting): (21) In order to encourage repair, ~~Member States~~ **it** should **be** ensure**d by European Commission** ~~that for their territory~~ at least one online platform exists which enables consumers to search for suitable repairers.

comparison tools which assist consumers in assessing and comparing the merits of different repair service providers, thereby incentivising consumers to choose repair instead of buying new goods. While that platform aims at facilitating the search for repair services in business-to-consumer relationships, Member States are free to extend its scope also to include business-to-business relationships as well as community-led repair initiatives.	That platform may be **a new or** an existing **public** or privately operated platform, if it meets the conditions laid down in this Directive. That platform should include user-friendly and independent comparison tools which assist consumers in assessing and comparing the merits of different repair service providers, thereby incentivising consumers to choose repair instead of buying new goods. While that platform aims at facilitating the search for repair services in business-to-consumer relationships, Member States are free to extend its scope also to include business-to-business relationships as well as community-led repair initiatives. **However the different repair services business-to-consumer, business-to-business and community-led repair initiatives, should be included in dedicated sections of the platform.** IT (Comments): 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. See also the comment on article 7. LU

	(Comments): See comments in Article 7.
(22) Member States should ensure that all economic operators that may provide repair services in the Union have easy access to the online platform. Member States should be free to decide which repairers can register on the online platform as long as access to that platform is reasonable and non-discriminatory for all repairers in accordance with Union law. Enabling repairers from one Member State to register on the online platform in another Member State in order to provide repair services in areas that the consumer searched for should support the cross-border provision of repair services. It should be left to Member States' discretion how to populate the online platform, for instance by self-registration or extraction from existing databases with the consent of the repairers, or if registrants should pay a registration fee covering the costs for operating the platform. To guarantee a wide choice of repair services on the online platform, Member States should ensure that access to the online platform is not limited to a specific category of repairers. While national requirements, for instance, on the necessary professional qualifications, continue to apply, Member States should ensure that the online platform is open to all repairers that fulfil those requirements. Member States should also be free to decide whether and to what extent community-led repair initiatives, such as repair cafés, may register on the online platform, taking account of safety considerations where relevant. Registration on the online platform should always be possible upon repairers' request, provided they fulfil the applicable requirements to access the online platform.	IT (Drafting): (22) **The European Commission** should ensure that all economic operators that may provide repair services in the Union have easy access to the online platform. **The European Commission** should be free to decide which repairers can register on the online platform as long as access to that platform is reasonable and non-discriminatory for all repairers in accordance with Union law. Enabling repairers from one Member State to register on the online platform in another Member State in order to provide repair services in areas that the consumer searched for should support the cross-border provision of repair services. To guarantee a wide choice of repair services on the online platform, **the European Commission** should ensure that access to the online platform is not limited to a specific category of repairers **and is free**. **To allow consumers to select the repairer from a list of repairers with uniform level of professional characteristics and adherence to certain repair standards, repairers with different professional qualifications should be listed in separated sections of the national platform.** While national requirements, for instance, on the necessary professional qualifications, continue to apply, **the European Commission** should ensure that the online platform is open to all repairers that fulfil those requirements. **The European Commission** 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 **of the repaired goods and other** considerations where relevant. Registration on the online platform should always be possible upon repairers' request, provided they fulfil the applicable requirements to access the online platform. IT (Comments): The access of the repairers to the platform must involve no economic

	costs or bureaucratic burdens for the repairers. See also the comment on article 7.
(23) Member States should ensure that consumers have easy access to the online platform allowing them to find suitable repair services for their defective goods. The online platform should also be accessible to vulnerable consumers, including persons with disabilities, in accordance with applicable Union law relating to accessibility.	IT (Comments): See the comment on article 7.
(24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the online platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in question, in particular the average time to complete repair, the availability of temporary replacement goods, the place where the consumer hands over the goods for repair and the availability of ancillary services. Repairers should be encouraged to regularly update their information on the online platform. In order to build consumer confidence in the repair services available on the online platform, repairers should be able to demonstrate their adherence to certain repair standards.	IT (Drafting): (24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the online platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in question, in particular the average time to complete repair, the availability of temporary replacement goods, the place where the consumer hands over the goods for repair and the availability of ancillary services. Repairers should be encouraged to regularly update their information **and professional qualifications** 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 **the described professional characteristics and** their adherence to certain repair standards. **Professional requirements should be assessed based on different sectors of activity.** IT (Comments): It is important that repaires 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. See also the comment on article 7. 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. HR (Drafting): (24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the online platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in question, in particular **~~the average time to complete repair~~**, the availability of temporary replacement goods, the place where the consumer hands over the goods for repair and the availability of ancillary services. Repairers should be encouraged to regularly update their information on the online platform. In order to build consumer confidence in the repair services available on the online platform, repairers should be able to demonstrate their adherence to certain repair standards. HR

	(Comments): 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 reasonable cases when it'll 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 should be sanctioned by national law what makes this obligation excessive and disproportionate. LU (Comments): See comments in Article 7. PT (Drafting): *The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the online platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in question, in particular the average time to complete repair, the availability of temporary replacement goods, the place where the consumer hands over the goods for repair and the availability of ancillary services. Repairers should be encouraged to regularly update their information on the online platform. In order to build consumer confidence in the repair services available on the online platform, repairers should be able to demonstrate their adherence to* ***~~certain~~*** *repair standards*. PT (Comments): It is suggested to eliminate the reference to "***certain***" repair standards, as they are not specified in this Directive.

(25) In order to facilitate obtaining the European Repair Information Form, the online platform should include the possibility for consumers to directly request that form from the repairer through the online platform. This possibility should be displayed in a prominent manner on the online platform. To create awareness of national online repair platforms and to facilitate access to such platforms across the Union, Member States should ensure that their online platforms are accessible through relevant national webpages connected to the Single Digital Gateway established by Regulation (EU) 2018/1724 of the European Parliament and of the Council[10]. To raise consumer awareness of the online platform, Member States should undertake appropriate steps, for instance sign-post the online platform on related national websites or carry out communication campaigns.	IT (Comments): See the comment on article 7.
(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.	IT (Drafting): (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 **dedicated sections of** the platform based on the same principles and technical specifications applicable to the repair functionality. IT (Comments):

[10] 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).

	The sellers of goods subject to refurbishment or businesses buying defective goods for refurbishment purposes should be permitted to register to the platform. However, it is recommended that dedicated sections be created within the platform to facilitate consumer searchability and prevent confusion. This would ensure a clear distinction between repairers and sellers/businesses involved in refurbishment activities. See also the comment on article 7. FR (Comments): En cohérence avec les positions portées dans le cadre de la négociation sur l'initiative relative à l'écoconception des produits durables, les autorités françaises veilleront à ce que les mots « *biens remis à neuf* » pour traduire « *goods subject to refurbishment* » ne soient pas utilisés car ils sont trompeurs pour les consommateurs et soutiendront l'utilisation des mots « biens reconditionnés ». *In line with their positions in the context of the negotiation on the eco-design initiative for sustainable products, the French authorities will ensure that the French words "biens remis à neuf" to translate "goods subject to refurbishment" are not used, as they are misleading for consumers and and will support the use of the words "reconditioned goods".*
(27) The Commission should enable the development of a voluntary European quality standard for repair services, for instance by encouraging and facilitating voluntary cooperation on a standard between businesses, public authorities and other stakeholders or by issuing a standardisation request to the European standardisation organisations. A European standard for repair services could boost consumer trust in repair services across the Union. Such standard could include aspects influencing consumer decisions on repair, such as the time to complete repair, the availability of temporary replacement goods, quality assurances such as a commercial guarantee on repair, and the availability of ancillary services	IT (Comments): 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

such as removal, installation and transportation offered by repairers.	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. NL (Drafting): The Commission should enable the development of a voluntary European quality standard for repair services, for instance by encouraging and facilitating voluntary cooperation on a standard between businesses, public authorities and other stakeholders **such as thirth party repairers**, or by issuing a standardisation request to the European standardisation organisations. A European standard for repair services could boost consumer trust in repair services across the Union. Such standard could include aspects influencing consumer decisions on repair, such as **offering the repair at reasonable cost**, 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. FR (Drafting): (27) The Commission should enable the development of a voluntary European quality standard for repair services, for instance by encouraging and facilitating voluntary cooperation on a standard between businesses, public authorities and other stakeholders or by issuing a standardisation request to the European standardisation organisations. A European

	standard for repair services could boost consumer trust in repair services across the Union. Such standard could include aspects influencing consumer decisions on repair, such as the time to complete repair, the availability of temporary replacement goods, quality assurances such as **professional qualification requirements,** a commercial guarantee on repair, and the availability of ancillary services such as removal, installation and transportation offered by repairers. FR (Comments): Les autorités françaises estiment que la norme de qualité pourrait inclure parmi ses critères celui des qualifications professionnelles c'est pourquoi il est proposé de le mentionner au considérant 27. *The French authorities suggest to include the professional qualification requirements among the criterion of the voluntary standard; that is why it is proposed to mention this in recital 27.*
(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.	IT (Drafting): (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 **unless the the replacement good is a refurbished one or the seller purchases the defective good for refurbishment.** Hence, the consumer is entitled to

	choose replacement as a remedy only where it is cheaper than repair **or under the above circumstances**. Directive (EU) 2019/771 should therefore be amended accordingly. IT (Comments): The proposal includes a provision that requires vendors to perform repairs on items covered by the legal warranty, provided that the repair expenses are equivalent to or lower than the cost of replacing the item. Promoting repair over replacement is a commendable step towards decreasing the environmental impact of avoidable waste. However, the proposed obligation would only be applicable in a limited number of practical scenarios. Furthermore, the Commission has not specified the responsible party for determining the cost-effectiveness of repairs compared to replacements, nor has it provided guidance on the methodology to be used for such evaluations. When discussing the amendments to Directive (EU) 2019/771, article 7 (objective requirements for conformity) should also be amended to include durability and reparability among the objective requirements for conformity of goods. In cases where there are ecodesign requirements (see Appliance Regulations) or an average life span for products, these parameters should automatically become binding for the guarantee. The choice to prioritize repair as a remedy is considered consistent with the purpose of this proposal, particularly from an environmental protection perspective. However, the debate among Italian consumer associations highlights a specific concern regarding consumer rights, specifically the fact that the repair remedy entails a period of time during which the consumer cannot use the product as it is in the possession of the repairer. To ensure that the right to repair does not result in indirect harm to the consumer, it is suggested that a maximum time limit be established for repairs, with corresponding compensation for each day of delay. This would involve setting standard maximum times for each product category

	(e.g., washing machines, dishwashers, cell phones, etc.). To mitigate the negative impacts associated with the non-use of the product during the repair period, it is also suggested that consumers be given the opportunity to request a replacement product to use during the necessary repair period. The proposed modification of this recital aligns with the suggested amendment in Article 12 and aims to support the market for refurbished goods. The Commission shall clarify who should verify whether a repair would be more affordable than a replacement and which methodology to be used. DK (Comments): The legal interplay between the proposed Right to Repair and the basic principle of freedom of contract should be clarified. Thus, it should be addressed if the parties remain free to agree on replacement in cases where the costs for replacement are the same og higher due to mutual agreement between the seller and the consumer. LU (Comments): See comments in Article 12.
(29) In order to enable the enforcement of the rules set out in this Directive by means of representative actions, an amendment of Annex I to Directive (EU) 2020/1828 of the European Parliament and of the Council[16] is necessary. For competent authorities designated by their Member States to cooperate and coordinate actions with each other and with the Commission in order to enforce compliance with the rules set out in this Directive, an amendment of the Annex to Regulation 2017/2394 of the European Parliament and of the Council[17] is necessary.	
(30) In order to allow economic operators to adapt, transitional	

provisions concerning the application of some Articles of this Directive should be introduced. Thus, the obligations to repair and to provide related information on this obligation should apply to contracts for the provision of repair services after [24 months after the entry into force]. The amendment to Directive (EU) 2019/771 should apply only to sales contracts concluded after [24 months after the entry into force] to ensure legal certainty and to provide sellers with sufficient time to adapt to the amended remedies of repair and replacement.	
(31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents[18], Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified.	
(32) Promoting the repair of goods purchased by consumers, with a view to contributing to the proper functioning of the internal market while providing for a high level of environmental and consumer protection, cannot be sufficiently achieved by the Member States. Emerging national mandatory rules promoting sustainable consumption by way of repair of defects outside the scope of Directive (EU) 2019/771 are likely to diverge and lead to fragmentation of the internal market. Member States may not amend the fully harmonised rules concerning defects within the liability of the seller set out in Directive (EU) 2019/771. The objective of this Directive can rather, by reason of its scale and effects, better be achieved at Union level through fully harmonised common rules promoting repair within and outside the liability of the seller established in Directive (EU) 2019/771. The Union may therefore adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary	

in order to achieve this objective.	
(33) This Directive respects the fundamental rights and freedoms and seeks to ensure full respect in particular for Articles 16, 26, 37, 38 and 47 of Charter of Fundamental Rights of the European Union. It contributes to an improvement of the quality of the environment in accordance with Article 37 of the Charter of Fundamental Rights of the European Union by promoting sustainable consumption of goods and thereby reducing negative environmental impacts from premature disposal of viable goods. This Directive ensures full respect for Article 38 on consumer protection by enhancing consumer rights relating to defects that occur or become apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771. It also ensures respect for the freedom to conduct a business in accordance with Article 16 of the Charter of Fundamental Rights of the European Union by safeguarding contractual freedom and encouraging the development of repair services in the internal market. This Directive contributes to the integration of persons with disabilities in accordance with Article 26 the Charter of Fundamental Rights of the European Union by facilitating accessibility to the online platform for persons with disabilities. This Directive seeks to ensure full respect for Article 47 on the right to an effective remedy and to a fair trial through effective means of enforcement.	
Article 1 **Subject matter, purpose and scope**	*PL* *(Comments):* *No comments to the Article 1.*
1. This Directive lays down common rules promoting the repair of goods, with a view to contributing to the proper functioning of the internal market, while providing for a high level of consumer and environmental protection.	IT (Comments): Including a clarification in Article 1(1) that the goods involved are specifically those listed in Annex II would provide additional clarity and precision to the scope of the directive. It should be noted that the proposal also aims to modify Directive

	2019/771 regarding the criteria of prioritizing repairs over replacements. SI (Comments): Slovenia supports the goals pursued by the proposal, as it contributes to the circular economy and the green transition by encouraging repair and reuse and, consequently, more sustainable consumption. Slovenia is fully in favour of promoting repairs even after the seller's liability period for non-conformity of the goods has expired, pointing out that more attention needs to be paid to ensuring that consumers do not become unclear about the various rights they have. According to the findings obtained through the public consumer counselling service, a large number of consumers do not distinguish between individual guarantees and the seller's liability for the non-conformity of the goods, or they are not aware that they can file claims from different legal addresses. EE (Comments): Estonia supports the goal of promoting sustainable consumption and improving the functioning of the internal market, while achieving a high level of consumer and environmental protection. In order to change the consumption culture, it is important to enable consumers to consume products sustainably, create more opportunities to repair products, and thus promote the circular economy and environmental protection. However, we believe that the starting point to change is to produce repairable products. Also, it is important to have effective measures that encourage competition for creating a market for the repairing services. We believe that this Directive can to some extent motivate producers to produce more durable and higher quality products. In doing so, we find it important to consider the effects on market participants of making products more durable. For example, the production of more durable products may create additional production costs, which may result in

	higher prices and thus have a negative impact on both consumers and businesses. Therefore, to us it is important to find a reasonable balance between different interests when establishing new rules.
2. This Directive shall apply to the repair of goods purchased by consumers in the event of a defect of the goods that occurs or becomes apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771.	AT (Comments): The current wording has the consequence that the Directive is not applicable as long as the defect of the goods occurs or becomes apparent within the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771. It is questionable whether such an exception to the scope is necessary. Article 1(2) is clearly not consistent with the fact that Article 12 contains rules on the liability of the seller. Moreover, it is hardly justifiable that the obligation of repair services to provide certain information (Article 4) depends on whether or not the seller is still liable under Directive 2019/771. It is also debatable, why the producer's repair obligation (Article 5) does not exist before the seller's liability has expired. At least there should be a repair obligation if the consumer cannot obtain repair from the seller e.g. if the seller is bankrupt. IT (Comments): Considering the scope of art. 7 of the current proposal, we would like to ask the Commission to clarify the relationship it's with art. 1 that seems to limit the scope of the Directive to the repair of goods outside the liability following Directive 2019/771 and wider availability of information regarding repair services. SI (Comments): Slovenia welcomes the efforts to promote repairs but believes that the proposal should not reduce the level of rights that consumers in Slovenia already enjoy. Although repairs are in most cases a more sustainable

	choice, they are nevertheless not always the most optimal solution for the consumer in all cases of non-conformity of the goods. In some cases, it is necessary to assess whether the repair is justified also considering all the environmental aspects of the repair, the timeline, and other inconveniences regarding the repair, and whether the purchase of new goods that are more environmentally friendly is more acceptable. Slovenia therefore considers it important that consumers are not deprived of their right to choose and that, despite the fact that the repair is cheaper, the consumer still has the option of requesting a replacement if the repair would mean significant inconvenience, e.g., too long or e.g. when the product has a defect already from the time of purchase, but the consumer did not withdraw from the contract. LU (Drafting): This Directive shall apply to the repair of goods purchased by consumers in the event of a defect of the goods that occurs or becomes apparent ~~**outside**~~ **within and beyond** the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771. LU (Comments): The interplay between the provisions of the right to repair text and those of the sale of goods directive SGD (2019/771) needs to be determined more clearly. The wording "outside the existing liability of the seller established by Directive (EU) 2019/771" appears ambiguous as it suggests that these two liability regimes are not cumulative and that the current proposal applies only to situation outside of the liability of the seller. As far as the two regimes can coexist with each other, and that the right to repair should apply to both situation – whether the defect falls or not in the scope of application of the SGD – we would favour a wording that would leave open the possibility for the consumers, in the case of a lack of conformity falling within the scope of the legal guarantee of conformity, to also assert their right to repair against the manufacturer.

	EE (Comments): We are concerned whether the scope of this Directive is clear enough. It seems to us that the scope of this Directive differs from what is written in paragraph 2. If we understand correctly, most rules in this Directive are related to the products specified in Annex II. Therefore, we wonder whether it is correct to determine the scope with defect of the *"goods"*. However, if some rules apply to all goods and not only to products listed in Annex II, it is necessary to clarify this in the recitals.
Article 2 **Definitions**	BE (Comments): Regarding the definitions used in this Proposal, we would prefer the definitions of the economic participants (such as "manufacturer", "authorized representative", "importer", "distributer", etc.) to be aligned with the definitions used in the new legislative framework (NLF) = Decision No 768/2008. These definitions are also used in the Regulation on market surveillance and compliance of products (2019/1020) and in the new Regulation on general product safety (2023/988). FI (Comments): We think that all definitions should be defined in this Directive and no references should be made to other Directives or Regulations. The references to various other intstruments makes it difficult for the reader to understand the text. Furthermore, if the Directive or Regulation referred to is amended, the meaning of definitions in this Directive would change too without proper evaluation of the effects. *PL*

	(Comments): *No comments to the Article 2.* FR (Drafting): **1 a. 'repair' means a repair as defined in Article 2, point (20) of Regulation establishing a framework for setting ecodesign requirements for sustainable products and repealing Directive 2009/125/EC** FR (Comments): Les autorités françaises proposent l'insertion d'une définition de la réparation au point 1 bis. de l'article 2 par une référence au Règlement Ecoconception. *The French autorities suggest the introduction of a definition of 'repair' in Article 2, referring to Ecodesign regulation.* EE (Comments): For us it is still difficult to assess which persons will be affected by the rules of this Directive. The procedure for the Regulation on the Ecodesing for Sustainable Products is still ongoing. Thus, right now we cannot be certain whether it is justified to regulate the obligations of all the persons referred to in the Regulation on the Ecodesign for Sustainable Products as it is done in this Directive. It also seems to us that this Directive includes some terms that are not yet defined in Article 2. For example, we would like to get clarifications as to why the terms "repair" or "independent repairer" are not defined.
	SI (Comments): Slovenia supports the unification of definitions with other acts of the EU. In our opinion, the terminology and definitions used in a given act must be

	internally consistent and at the same time consistent with the acts already in force, especially in the same field. At the same time, Slovenia welcomes the implementation of the new concepts and considers that the definitions are adequate and absolutely necessary for a correct understanding of the key new provisions of the proposal.
For the purpose of this Directive, the following definitions apply:	AT (Comments): An assessment of the definitions is difficult insofar as they refer to definitions in the Ecodesign Regulation which is still being negotiated. It should therefore be clarified which content of the definitions is actually proposed. IT (Comments): Refurbishment and repair are both defined in two different definitions in the new Ecodesign Regulation, but not in this Directive, where only "refurbishment" is defined and the definition of "repair" is missing. IE (Comments): The list of ten 'Definitions' are mostly defined by reference to the provisions from the other relevant Directives, (i.e., ESPR and SGD). The notable exception is the definition for 'repairer' (in effect a modification of trader). It also introduces the notion of "reparability requirements", which is laudable, but it remains to be seen how realistic and feasible it is in the context of global supply chains and regulatory enforcement. MT (Comments): Malta believes that it is important for a definition of the term 'repair' to be incorporated in the proposal, including to provide a legally clear distinction from the 'refurbishment' of a product.

1. ‘consumer’ means a consumer as defined in Article 2, point (2) of Directive (EU) 2019/771;	
	DK (Drafting): **<u>1a. ‘repair’ means repair as defined in article 2 point (20) of Regulation [on the Ecodesign for Sustainable Products];</u>** DK (Comments): Given the differentiation between repair, remanufacture and refurbish, it is important to clearly delimit the remit of this directive. We recognise the Commission’s explanation that it is not necessary to define repair for the purpose of article 5 about the right to repair. However, for all other repairs it remains relevant to have the differentiation.
2. ‘repairer’ means any natural or legal person who, related to that person’s trade, business, craft or profession, provides a repair service, including producers and sellers that provide repair services and repair service providers whether independent or affiliated with such producers or sellers;	IT (Comments): We ask consistency with Annex I of the Commission proposal for a regulation of 16 June 2023 laying down eco-design requirements for smartphones, mobile phones other than smartphones, cordless phone and slate tablet pursuant “Directive 2009/125/EC of European Parliament and of the Council and amending the Commission Regulation (EU).2023/826 – where there is a definition of “professional repairer”. In particular, Annex II (Eco-design requirements) of the aforementioned proposal, for the purpose of professional repairers having access to information on repairs and maintenance, identifies the requirements that the professional repairer must demonstrate (technical skills; professional insurance) as well as methods and times for accessing the information, etc. It's necessary as well consistency between the concepts of “professional or qualified repairer” with community-based repair initiatives (e.g. repair café)? EE (Comments):

	We would like to get clarifications whether the definition "repairer" in any case and always also includes the "producer", who has the obligation to repair according to Article 5?
3. 'seller' means a seller as defined in Article 2, point (3) of Directive (EU) 2019/771;	
4. 'producer' means a manufacturer as defined in Article 2, point (42) of Regulation [on the Ecodesign for Sustainable Products];	AT (Comments): This definition, as proposed by the European Commission for the Ecodesign Regulation, seems to be too broad because the definition subsidiarily covers "any […] person who places [a product] on the market or puts it into service". Such a broad definition does not correspond to the provision in Article 5(2), which provides for a different order. Moreover, it should be avoided to treat a "person who places on the market or puts into service a product" as a producer whenever the actual manufacturer respectively the importer is "absent" as this imposes an obligation on retailers to repair when the manufacturer/importer no longer exists. It is questionable how this obligation can be fulfilled without stockpiling huge amounts of spare parts for decades for all the products they sell which would eventually be scrapped due to lack of demand from consumers. FI (Comments): We do not see any need to use the definition "producer" in this Directive since it means the manufacturer. LU (Drafting): ~~4. 'producer' means a manufacturer as defined in Article 2, point (42) of Regulation [on the Ecodesign for Sustainable Products];~~ **4. 'manufacturer' means manufacturer as defined in Article 2, point (42) of Regulation [on the Ecodesign for Sustainable Products];**

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	LU (Comments): LU considers that the reference to the concept of producer in this text may lead to confusion in the context of the Sales of Goods directive (SGD). The SGD and the national transposition pieces of legislation refer to a broader concept of producer as far as producer means "a manufacturer of goods, an importer of goods into the Union or any person purporting to be a producer by placing its name, trade mark or other distinctive sign on the goods" (article 2, point (4) SGD). However, this proposal refers not to the producer within the meaning of SGD but to the manufacturer within the meaning of ESPR. We therefore suggest that, in order not to cause confusion between the legislations, the text should directly refer to the manufacturer within the meaning of ESPR. (If such a change were to be made, it would have to be reflected in the recitals.)
5. 'authorised representative' means authorised representative as defined in Article 2, point (43), of Regulation [on the Ecodesign for Sustainable Products];	LU (Drafting): 5. 'authorised representative' means **~~authorised representative as defined in Article 2, point (43), of Regulation [on the Ecodesign for Sustainable Products]~~** **any natural or legal person established in the Union who has received a written mandate from the manufacturer to act on its behalf in relation to specified tasks with regard to the manufacturer's obligations under this Directive;** LU (Comments): LU wonders if, in order to follow the logic of regulations on product legislation such as Ecodesign for Sustainable Products (ESPR) or General Product Safety Regulation (GPSR), it would be useful for this directive to also have a definition identical to these texts, but autonomous, given that the authorised representative can be designated for each regulation.
6. 'importer' means importer as defined in Article 2, point (44), of	

Regulation [on the Ecodesign for Sustainable Products];	
7. ‘distributor’ means distributor as defined in Article 2, point (45), of Regulation [on the Ecodesign for Sustainable Product];	
8. ‘goods’ means goods as defined in Article 2, point (5), of Directive (EU) 2019/771 except water, gas and electricity;	SI (Comments): Slovenia expresses concern about the inconsistent use of the terms "goods" and "product", and would point out that the term "product" is not defined in the proposal, nor in Directive (EU) 2019/771, where the term is defined "goods". The same applies to the term "product" used in technical legislation adopted at EU level.
9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the Ecodesign for Sustainable Products];	IT (Comments): We acknowledge a lack of coherence between the scope of the Directive, as stated in art. 1, and the definitions provided in art. 2. Art. 1 establishes the scope of the directive as “…common rules promoting the repair of goods…”, but then art. 2 provides no definition of “repair”, defining only “refurbishment”. However, refurbishment and repair are two different concepts and refurbishment can be developed without any repair of a non-broken product or on an object that is waste (that has been discarded but not necessarily is non functioning).
10. ‘reparability requirements’ mean requirements under the Union legal acts listed in Annex II which enable a product to be repaired including requirements to improve its ease of disassembly, access to spare parts, and repair-related information and tools applicable to products or specific components of products;	IT (Drafting): 10. ‘reparability requirements’ mean requirements under the Union legal acts listed in Annex II which enable a product to be repaired including requirements to improve its ease of disassembly, access to spare parts, and repair-related information and tools applicable to products or specific components of products; **manufactures must also ensure that the repair and the replacement of parts of the product respected also the legislation on dangerous substance in order not to affect the**

	human health and the environment and finally the waste recovery process once the good reaches the end life; IT (Comments): This definition needs to be better clarified because it refers to a list of legal acts adopted to implement the Eco-design directive (2019/125/CE) on energy-related products, which mainly refers to the principles and criteria of specific eco-design for each category of goods listed (Annex II). It is important to note that these documents do not provide detailed information regarding specific reparability requirements, but rather make a general reference to them. According to the scientific approach to Ecodesign, the reparability requirement, usually referred to as "facilitate repairs", is achieved through a series of sub-criteria that aim to enhance reparability. Facilitate repairs include: arranging and facilitating the disassembly and re-attachment of easily damageable components; designing components in compliance with applicable standards; equipping products with automatic damage diagnostics systems; designing products to facilitate on-site repairs; developing complementary repair tools, materials, and documentation. It is important to reiterate in this legislation that, as happens for production, interventions on damaged goods must not affect the future waste management process.
	IT (Drafting): New 11 'repair' means repair as defined in Article 2, point (20), of Regulation [on the Ecodesign for Sustainable Products]; IT (Comments): The addition of a clear and comprehensive definition of "repair" is necessary in the proposal, considering its focus on repair. This definition shall incorporate the concept of refurbishment. To ensure coherence

	within the EU legal framework, it is recommended that the current proposal aligns with the definition of "repair" as stated in Article 2 (20) of the draft Ecodesign for Sustainable Products Regulation (ESPR). The definition provided in the ESPR accurately describes repair as "actions undertaken to restore a defective product or waste to a state where it can fulfill its intended use". By adopting the same definition, the proposal would maintain consistency and harmonization across relevant legislation, facilitating a clear and unified understanding of the concept of repair. LT (Drafting): **11. 'independent repairers' mean <…>.** **12. 'necessary costs' mean <…>.** **13. 'another kind of consideration' mean <…>.** LT (Comments): In order to avoid different interpretations, these terms used in Articles 4-5 should be defined in this directive (by explaining them in Article 2 or by giving more and clearer examples in the corresponding recitals). LU (Drafting): **11. 'repair' means repair as defined in Article 2, point (20), of Regulation [on the Ecodesign for Sustainable Products];** **12. 'durable medium' means durable medium as defined in Article 2, point (11) of Directive (EU) 2019/771;** LU (Comments): LU considers that a definition of repair would be a useful addition because it would give substance to Article 5 creating a right to repair and to Article 2, point (2) (definition of a repairer). This would allow to make a clearer distinction between the notion of repair and the notion of refurbishment from Article 2, point 11. It would also bring clarity to the scope of

	application. The addition of the definition of durable medium is purely formal and intends to make Article 4, paragraph (1) easier to read. See modifications and comments below.
Article 3 **Level of harmonisation**	*PL* *(Comments):* *No comments to the Article 3.*
Member States shall not maintain or introduce in their national law provisions diverging from those laid down in this Directive.	IT (Comments): Provisions of Member States more favorable to consumers should be preserved. SI (Comments): Slovenia understands the desire for full harmonization in order to avoid diverging national regulations and, as a result, differences in market practices, which cause insufficient transparency in terms of the various repair options and conditions, however, the proposal should not reduce the level of rights that consumers in Slovenia already enjoy. To our understanding the proposed Directive and current Slovenian consumer legislation do not overlap and are in fact two parallel systems from which consumers can benefit mutually. According to the current Slovenian legislation (Article 95 of Consumer Protection Act), Slovenian consumers benefit from a legal guarantee for faultless operation of goods, which in addition to the guarantee certificate that ensures the repair of defects during the guarantee period free of charge obliges the producers to provide: - technical instructions and a list of authorised service centres; - a service centre authorised by the producer to perform the repair of products and in possession of a signed contract with the producer for the supply of replacement parts, unless the producer performs these activities

	himself; - against payment, repair and maintenance of products, replacement parts and attachment devices for a period of not less than three years after the expiry of the guarantee period, either by providing servicing himself or on the basis of a servicing agreement signed with a third person. The minister responsible for the economy issues the rules defining goods for which the producer is obliged to issue a guarantee for faultless operation covering a period of not less than one year (Article 94 of Consumer Protection Act). As explained, Slovenia has a statutory functioning system of providing after-sales services, including repair for certain types of goods. For these types of goods producer or undertakings responsible for distribution or the sales of goods, have to provide repair and maintenance of products, replacement parts and attachment devices for at least three years after the expiry of guarantee period (1 + 3 years). Meaning that all consumers are able to request a service for a non-functioning good on the territory of the Republic of Slovenia, near the consumers home. The core of Slovenian consumer legislation which regulate after-sales services is the availability of service centres (and spare parts) in Slovenia and therefore we believe that our consumer legislation is out of scope of the proposed Directive which primarily lays down four obligations: - a general obligation to repair; - the requirement to provide information forms on repairs and repairers; - the requirement to provide information on repairing; - the requirement to create a national platform for information on repairs and on repairers. Like already mentioned we don't see the proposal and our system overlapping, however, if our understanding is not correct, we cannot agree to full harmonisation of the proposed Directive which may consequently affect the level of rights of Slovenian consumers, namely

	• reduce their rights to repair to a much more modest range of goods, • incur additional costs for consumers (e.g. if repair service centre will not be established in Slovenia, consumer will have to ship goods to another member state and bare additional costs for a higher price of the repair if the designated MS has a higher costs of work) and • have other inconveniences and suffer additional time for finishing the repair. IE (Comments): As it is a maximum harmonisation Directive, it provides no scope for divergence under national law. This will put a heavy onus on the competent authority regarding its enforcement mandate for this Directive to ensure its domestic efficacy. It will provide challenges where the goods in question are imported from other Member States or from outside the EU. EE (Comments): According to Article 3, the proposed directive will be maximally harmonizing. We would like to draw attention to the fact that, for the most part, the rules applicable to different service contracts are not maximally harmonized. We wonder whether the level of harmonization of this Directive is justified. When some aspects of repair services are maximally harmonized, service providers will have different obligations depending on the product repaired. For example, if the consumer wants to repair an electronic device for which no repairability requirements have not been established and therefore, the rules of this Directive do not apply, the consumer

	cannot request an European Repair Information Form. This can be confusing for both repairers and consumers. In case of maximum harmonization, it is necessary to assess the Directive's conformity with other EU legal acts. For example, Article 8 paragraph 2 of this Directive allows different bodies to take action under national law before the courts or competent administrative bodies of the Member State to ensure that the national provisions transposing this Directive are applied. This question is already regulated in a minimally harmonizing Directive (EU) 2020/1828. We would like to get clarifications on how to understand the connection between these Directives with different levels of harmonization. Therefore, we doubt the necessity of a maximum harmonization. Estonia considers it important to avoid a situation where the rules of this Directive create unjustified sectoral exceptions either to the national contract law of the Member States or to other EU legislation.
Article 4 **European Repair Information Form**	CZ (Drafting): ~~Article 4~~ ~~**European Repair Information Form**~~ FR (Comments): Les autorités françaises rappellent leur soutien à l'introduction de ce devis harmonisé au niveau européen qui devrait permettre d'améliorer la transparence de l'information délivrée au consommateur. Elles estiment toutefois que la rédaction de l'article 4 et des considérants pourrait être clarifiée et les dispositions prévues renforcées, cela afin notamment de permettre aux réparateurs d'identifier les mêmes pannes dans leurs devis et de formuler des propositions portant sur des réparations équivalentes. Sur l'article 4, les autorités françaises proposent les amendements

	suivants. *The French authorities reiterate their support for the introduction of this harmonized estimate at European level, which should improve the transparency of information provided to consumers.* *However, they feel that the wording of Article 4 and the recitals could be clarified and the provisions strengthened, in particular to enable repairers to identify the same breakdowns in their estimates and to make proposals for equivalent repairs.* *The French authorities propose the following amendments to Article 4.* EE (Comments): We can overall welcome and support the idea of making the precontractual information of different repair services easily comparable for the consumer. However, we are not convinced that the European Repair Information Form adds significant value for the consumer. Right now, if a consumer wants to repair a product, he/she will ask the repairer questions that help him/her make the decision at which service provider to repair the product. Usually the questions include information about the price and the estimated time needed to complete the repair. The consumer usually then either agrees or asks another repairer the same questions (for example, by phone). In these cases, we do not see why the consumer would ask for a specific form to compare different services. Given that the added value for the consumer may not be significant, we doubt whether it is necessary to introduce rules regarding a Form that would increase the administrative burden on repairers.
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	AT (Comments): We are not sure whether the mandatory use of a form is necessary. It

out in Annex I on a durable medium within the meaning of Article 2 (11) of Directive 2019/771/EU.	would be sufficient if the directive established an obligation to inform the consumer and specified the content of the information. IT (Comments): 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. 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: 1. 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. Thins information should be included in the form to ensure transparency and avoid any unexpected costs. 2. 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. 3. 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. FI (Comments): We have doubts as to whether the form is necessary since the EU consumer legislation already now contains comprehensive information obligations, which are also applicable to repair services. We find that in some cases the form could impose unreasonable administrative burden especially on small businesses as the obligation to submit the form at consumer's request applies to all repair services of the goods regardless of the goods concerned or the type of repair. One option could be that the

	obligation to issue the form could be tied to, for example, repair services that exceed a certain price. LT (Comments): It does not provide in what time the Form should be provided to the consumer. It is understandable that the repairer needs time to determine the defect including the need for spare parts. However, the legitimate interest of the consumer in receiving the Form as soon as possible should be ensured. Otherwise, the whole process of providing the Form and repairing the good can be prolonged. This can cause significant inconvenience to the consumer. SI (Comments): Slovenia welcomes the provisions introducing a European Repair Information Form, as this will certainly ensure transparency of repair conditions and make it easier for consumers to compare repair offers. In any case, again we advocate that the level of rights of Slovenian consumers should not be reduced in any way. We also have concerns about the reasonableness of the European Repair Information Form, as it may represent an administrative burden that does not establish the obligation between consumer and repairer to enter into a repair contract. There is a risk that the form will discourage the already small number of repairers. Therefore, we do not expect that a large number of consumers will choose to obtain repair offers from repair providers after the expiration of the seller's or producer's responsibility period, as costs of transporting the defective goods to the repair and back will likely exceed the limit of the costs that the consumer is willing to pay for repair or the limit, in which the consumer will rather decide to buy new goods. Finally, the cost of repair (repair, transport) often exceeds the cost of replacement or purchase of new goods, due to low wages and production costs in the countries of production.

	Based on a survey by the Consumers' Association of Slovenia, 40 percent of respondents would set the price limit for repairs at one-fifth of the price of new goods. In addition, the respondents also reported on the unresponsiveness of repair service centres, long deadlines for carrying out repairs and additional costs such as e.g. payment for a conversation with a service technician or payment for inspection of defective goods by a service technician. CZ (Drafting): ~~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.~~ CZ (Comments): It seems based on the explanation of Recital 10 that it is only the consumer who bears the risk as the consumer is obliged to pay for the Form, but the repairer is "*free to decide not to conclude such a contract, including in situations where they have provided the European Repair Information Form.*" Moreover, the consumer would pay for information that the trader should (except the A4/4/d) provide under Article 5 or Article 6 of CRD for free. The product diagnostics may be very costly, so there are serious doubts that the consumer would be willing to pay for more than one diagnostics with the risk that the repairer would decide not to repair the product. Therefore, we propose that Article 4 is deleted due to lack of significant added value. However, as a compromise we suggest to introduce 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.

	HR (Drafting): Amendment to the provision could be: 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 **written** 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. HR (Comments): HR welcomes the EC's efforts to make easier for consumer to find and compare repair services through European Repair Information Form. However, HR considers that the provision should be specified more precisely. Therefore, HR suggests considering prescribing the time limit in which the repairer is obliged to provide such Information Form in Article 4 Paragraph 1 of the Proposal. In this regard, HR is also of the opinion that it would be necessary to determine the form of the consumer's request and would suggest proscribing written form. Having consumer's request in written form would help determine the moment from which repairer's obligation to provide European Repair Information Form could start. LU (Drafting): 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~~**. LU (Comments):

	The proposed change is purely formal and is the consequence of the addition of the definition of "durable medium" in Article 2, point (12) (see above), it intends to make this Article easier to read. IE (Comments): Member States are required to ensure that repairers provide consumer's, upon request, a European Repair Information (ERI) Form. This is another enforceability provision for the competent authority. It requires certain detailed information, e.g., nature of the defect and type of repair suggested/the price of the repair/estimated time needed to complete the repair. The question arises here is this statutory provision too onerous, and/or does it require a monetary threshold so as to exempt low value goods. The 30-day period stipulated for the contractual effect for a completed ERI form seems reasonable in the circumstances. LV (Drafting): - LV (Comments): Latvia doesn't support the idea of providing the European Repair Information Form as an obligation – it should be voluntary. Also the proposed amount of information in this form will overburden the repairers (the invested work to prepare such forms), especially the small repairers. As mentioned above, some of these repair shops are maintained by one or few persons, obligation to provide a paper form will create additional expenses to their service. EE (Comments): Considering paragraph 2 of this Article, do we understand correctly that the rules regarding the provision of European Repair Information Form

	only applies in case of repairing the specific products with repairability requirements listed in Annex II. MT (Comments): Malta considers that it would be advisable to ensure that consumers are always provided with the European Repair Information Form, regardless of whether they are already aware of it or not, in which case it is not realistic to expect a consumer to request it.
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.	IT (Drafting): 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. **Producers provide all the available information necessary for the repairer to complete the form.** IT (Comments): Manufacturers should be responsible for providing all the necessary information to repairers to complete the form accurately. The proposal infact is 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. DK (Drafting): 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.

	DK (Comments): The proposed amendment is aimed at improving the readability of the paragraph, streamline with recital 8 and follows the answer provided by the Commission at the working party. CZ (Drafting): ~~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.~~ LU (Comments): LU considers that the wording could be clarified as to whether paragraph 2 constitutes an obligation for all repairers, including those who are not producers of goods covered by the Annex II. If so, LU wonders whether a lighter version of the form or even no form at all for "small" repairs or "standard" repairs needs to be considered. PT (Comments): This paragraph provides that repairers, who are not obliged to carry out the repair pursuant to Article 5, are not obliged to provide the form to the consumer when they do not intend to provide the repair service. Yet, in view of this provision, **the question arises whether repairers are obliged to make the form available when they intend to provide a repair service**. On one of the WP meetings, COM explained regarding the added value of paragraph 2, that the aim here is to clarify that the obligation rests on producers covered by Article 5, so if this requirement is not met, there is no obligation. However, **that is not what results from this provision, which in fact seems to establish an obligation to make available the Form whenever the repairer intends to provide the repair service**.

	For the above reasons, **PT considers that this provision should be clarified in order to ensure a common and clear understanding of what is required of remedial services that do not fall within the obligation under Article 5**. Moreover, in view of the fact that: 1) recital 10 safeguards the contractual freedom of repairers by stating that they may freely decide whether to provide the repair service even where they have already made the repair form available; and that 2) Article 4(3) provides that the consumer may be required to pay the costs associated with drawing up the form, It is PT's understanding that the right to a refund of the amount paid by the consumer should also be safeguarded, with an express reference to this obligation. EE (Comments): In general, it is not entirely clear who exactly has the obligation to provide the European Repair Information Form. Firstly, given that only the producer has the obligation to repair, it is not entirely clear when different repairers have an obligation to issue the European Repair Information Form. We wonder whether it matters due to what reason the repairer decides not to provide the repair service? Secondly, if the producer does not repair the product himself/herself and tells the consumer that the repair work will be carried out by a specific repair shop, is the producer still obliged to provide the European Repair Information Form? In this case, providing the Form would rather be ineffective, considering that the producer may not have control over the specific repair shop and the conditions of the repair service. In conclusion, we would like to get clarifications on who and in which

	situation is required to provide this Form to the consumer.
3. The repairer may request the consumer to pay the necessary costs the repairer incurs for providing the information included in the European Repair Information Form.	IT (Drafting): ~~3. The repairer may request the consumer to pay the necessary costs the repairer incurs for providing the information included in the European Repair Information Form.~~ IT (Comments): Charging a fee to provide the information included in the European Repair Information Form can discourage consumers from seeking multiple repair options and comparing costs, which hampers competition and limits consumer freedom of choice. For these reasons, the provision of the form should be free of charge. However, in cases where a significant assessment of the product is necessary, the professional may inform the consumer that there will be a cost for the evaluation and provide a clear quantification, explicitly reporting the hourly rate. Alternatively, considering the implementation of a maximum allowable cost for the evaluation service could also be explored. BE (Comments): We believe that clarification is needed on the interpretation of "the necessary costs" the repairer may request the consumer to pay for providing the European Repair Information Form. If "the necessary costs" refer to the actual costs of providing this form, we believe that this should be clarified in the text of the Directive. FI (Comments): In any case, we do not find it appropriate that the repairer would be entitled to request the consumer to pay the costs for the form as the form **contains** also **information that the service provider is already**, under

	the current legal regime, **obliged to provide** without any costs to the consumer before entering the contract. If the proposed European Repair Information Form will be deemed a suitable manner for fulfilling the information requirements, we are of the opinion that **the form should be provided free of charge to the consumer**. However, we do deem it appropriate that the service provider would be entitled to request **the costs incurred for identifying the defect** in the good. DK (Drafting): 3. **The European Repair Information Form shall as a starting point be provided free of charge.** The repairer may request the consumer to pay **only** the necessary costs the repairer incurs **related to the examination** for providing the information included in the European Repair Information Form. DK (Comments): By not clearly stating that the information form should be free of charge as a starting point, there is a risk that it would become another venue of making profit and the cost of the fulfilling the repair form my hamper the effectiveness and efficiency of the initiative. Hence, there is a need to clearly state that the repair form should be free of charge and that any costs related to the examination can be covered, but that it should not become another venue of making profits. CZ (Drafting): ~~3. The repairer may request the consumer to pay the necessary costs the repairer incurs for providing the information included in the European Repair Information Form.~~ EL (Drafting):

	3. The repairer may request the consumer to pay the necessary costs the repairer incurs for **inspecting the product and** providing the information included in the European Repair Information Form. EL (Comments): We think that an obligation to pay may be raised by the repairer only in connection with an actual inspection of goods – see our comment in Recital 9 HR (Comments): Please see comment for recital 9. HR suggest clarifying the provision, especially with regards of using the term *necessary cost* since it is not clear what this term covers. Does these costs cover the costs that the repairer would have while providing the information contained in the European Repair Information Form and whether and how those costs can be questioned. In addition, does this cost refers to the cost regarding the diagnostic procedure? Also, who will monitor and control payment of such costs. HR recommends clarifying the provision in the accompanying recital 9. LU (Drafting): 3. **The European Repair Information Form is provided free of charge or with limited costs to the consumer by the repairer.** The repairer may request the consumer to pay the necessary costs the repairer incurs for providing the information included in the European Repair Information Form. LU (Comments): In order to mitigate the deterrent effect of a paid form, LU suggests that the principle of free or limited-cost forms should be included. Only by way of exception could the repairer to charge for the actual costs involved

	in assessing the repair of the good. NL (Drafting): The repairer may request the consumer to pay the necessary costs the repairer incurs for providing the information included in the European Repair Information Form. **These costs will be deducted from the costs of repair if the consumer accepts the offer for repair.** NL (Comments): We believe it is reasonable if these costs will be deducted from the bill if the consumer chooses to have the repair done at that particular repairer. EE (Comments): To us it seems that the Directive should define more clearly what is meant by *"necessary costs for providing the information included in the European Repair Information Form"*. Considering the harmonization level of this Directive, it is important that every market participant can be sufficiently clear about which obligations or rights come from this Directive. We can support the fact that the repairer can ask the consumer to pay the costs incurred during determining the defect in the product. It is also common today that when a repairer comes to the consumer's home to determine the defect of, for example, a washing machine, he/she asks the consumer to pay a fee for this visit. However, it is not entirely clear to us what other costs the repairer can demand. We are concerned that the current wording of this provision may allow the repairer to charge various additional fees, which in turn would further discourage the consumer from requesting this Form.

	At this point, I would also like to note that according to the current law the consumer gets pre-contractual information from the repairer free of charge, and the repairer can only ask for a fee, for example, for determining the defect. If the repairer can ask extra costs, besides the fee for determining the defect, we are concerned that the consumer will not ask for the Form. Thus, as mentioned above, we are not convinced that the European Repair Information Form adds significant value for the consumer this way. We also wonder if a clarification should be made in the recitals regarding the fee for determining the defect of the product in case of asking the European Repair Information Form from several repairers. If the consumer has already asked one repairer for the European Repair Information Form and this repairer determined the defect in the product and the consumer has paid a fee for that, the second repairer from whom the consumer asks the Form too could consider that the defect has already been determined. We should avoid a situation where each repairer starts to re-determine the defect. Otherwise, when the consumer asks several repairers to provide the Form, the consumer has to pay several times for determining the defect. This would discourage the consumer from asking the Form from other repairers.
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.	CZ (Drafting): ~~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.~~
4. The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner:	IT (Comments): 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.

	CZ (Drafting): ~~4. The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner:~~ HR (Drafting): Proposed amendment: The European Repair Information Form shall specify the following conditions of repair in a clear and comprehensible manner **in a language easily understood by consumers**." HR (Comments): HR considers important prescribing in which language conditions of repair in European Repair Information Form must be presented to the consumer, with regards to the Article 5 paragraph 2 of the proposal of a Directive. PL (Comments): Complete the European Repair Information Form with the repairer rights. EE (Comments): To us it is important that the consumer receives only the necessary information he/she needs. If the consumer is given too much information, the added value of the European Repair Information Form decreases for the consumer. Every information requirement must be justified and we believe that the current requirements specified have taken this into account and thus, paragraph 4 creates a sufficient balance. In our opinion, these aspects should also be considered in the further proceedings.

	We also consider it important that we do not impose different information obligations for different products. As the rules of this Directive apply only to the products listed in Annex II, it is important for us that the information requirements listed in paragraph 4 for these products are the same as for other products for which European repairability requirements have not been established. MT (Comments): The introduction of the European Repair Information Form should not create unnecessary burdens on operators. Any overlaps or duplication of information requirements between this proposal and the pre-contractual information in the CRD, are to be avoided.
(a) the identity of the repairer;	CZ (Drafting): ~~(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 quickly and efficiently;	CZ (Drafting): ~~(b) the geographical address at which the repairer is established as well as the repairer's telephone number and email address and, if available, other means of online communication which enable the consumer to contact, and communicate with, the repairer quickly and efficiently;~~ HR (Drafting): HR suggest following amendment of the provision: (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 guarantee that the consumer can keep any written correspondence, including the date and time of such correspondence, with the trader on a durable medium, the information shall also include details of those other means, and** which enable the consumer to contact, and communicate with the repairer quickly and efficiently; HR (Comments): HR believes that it is necessary to clarify the condition regarding the provision of information on the possibilities of consumer communication with the repairer through *other means* of online communication. It is necessary to specify that other means of online communication should include only those means of communication that enable consumers to store the information in such manner that it is available for later use, including data on the date and time of communication, in order to avoid any changes of the content and the time when the communication took place.
(c) the good to be repaired;	CZ (Drafting): ~~(c) the good to be repaired;~~
(d) the nature of the defect and the type of repair suggested;	CZ (Drafting): ~~(d) the nature of the defect and the type of repair suggested;~~ FR (Drafting): (d) the **detailled** nature of the defect and the type of repair suggested; FR

	(Comments): Les autorités françaises suggèrent de préciser que la nature du défaut doit être indiquée de manière détaillée et non pas trop succinctement, afin de permettre aux réparateurs d'identifier les mêmes pannes dans leurs devis, de formuler des propositions pour des réparations similaires, et ainsi, d'assurer au consommateur une comparaison claire entre les différents devis qu'il pourrait demander. *The French authorities are suggesting specifying that the nature of the defect must be indicated in detail and not too succinctly, to enable repairers to identify the same breakdowns in their quotations, to formulate proposals for similar repairs, and so, to ensure that consumers can make a clear comparison between the different quotes they might request.*
(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;	IT (Comments): CZ (Drafting): ~~(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;	IT (Drafting): (f) the ~~estimated~~ **maximum** time needed to complete the repair; IT (Comments): The field for filling in the estimated time required for the repair, included in the form, is very important. The word "estimated" is highly subjective and can lead to multiple problems.

	CZ (Drafting): ~~(f) the estimated time needed to complete the repair;~~ HR (Drafting): ~~(f) the estimated time needed to complete the repair;~~ HR (Comments): 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 reasonable cases when it'll 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 should be sanctioned by national law what makes this obligation excessive and disproportionate.
(g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;	IT (Drafting): (g) the availability of **free** temporary replacement goods during the time of repair ~~and the costs of temporary replacement, if any, for the consumer;~~ IT (Comments): The costs for temporary replacements should not be borne by the consumer. The temporary replacement should be provided as a "courtesy replacement". This approach avoids a situation where the consumer is burdened with the costs of both the repair and the temporary replacement, which could lead to excessive expenses and discourage repairs. CZ

	(Drafting): ~~(g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;~~ LU (Comments): It would be useful to align the wording in the Annex I, which uses the word "product" instead of good.
(h) the place where the consumer hands over the goods for repair,	IT (Drafting): (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,** IT (Comments): We recommend including the requirement to indicate the "place where goods must be collected" once repaired, if the repaired good is not to be shipped "at the place designated by the consumer". CZ (Drafting): ~~(h) the place where the consumer hands over the goods for repair,~~ LU (Drafting): (h) the place where the consumer hands over the goods for repair **or the place where repair is carried out by the repairer**, LU (Comments): The aim of the proposed change is to harmonise the text with the wording of the Annex I, which refers to the place of repair. PT

	(Comments): There is a discrepancy between what is established in this provision and the information contained in item 2 of the form (Annex I). In fact, point h) establishes that the form must contain information about the place where the consumer must deliver the good for repair, however, the form in Annex I refers to the place where the repair will take place. However, these places may differ; therefore, **PT suggests that the Form be aligned with the information in point h), since it is essential to provide the consumer with information on where to deliver the good**. Nevertheless, **information on the place where the repair will take place may also be provided, since in certain cases this information may be relevant**. EE (Comments): The *"place where the consumer hands over the goods for repair"* is not mentioned in Annex I. Instead there is a reference to the *"place of repair"*. We doubt consumers find it important to know exactly where his/her product is actually repaired. However, it is important for the consumer to know how and where to hand over the product for repair. Therefore, we would like the reference to the *"place of repair"* to be removed from Annex I and replaced with a reference to *"the place where the consumer hands over the goods for repair"*. We also would like to note that the place where the consumer hands the goods over for repair may also be the consumer's home. This could be when the repairer will come and pick the product up himself/herself. This possibility should be clarified in the recitals.

(i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the costs of those services, if any, for the consumer;	IT (Comments): In the event that the consumer decides not to repair the product after the professional has assessed the faults, the repairer must return the product to the consumer in the same conditions of use and functionality as it was when it was received for evaluation. Under no circumstances should the repairer return a disassembled or rendered unusable device to the consumer as a result of the evaluation. CZ (Drafting): ~~(i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the costs of those services, if any, for the consumer;~~ FR (Drafting): (i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the **detailled** costs of those services, if any, for the consumer; FR (Comments): Les autorités françaises proposent que les coûts unitaires estimés des services auxiliaires soient précisés, afin d'assurer une plus grande transparence du devis pour le consommateur. *The French authorities are proposing that the estimated unit costs of ancillary services be specified in order to ensure greater transparency of quotations for consumers.*
	LU (Drafting): **(j) the period of time during which the the repairer shall not alter the conditions of repair specified in the European Repair Information**

	Form. LU (Comments): The aim of the proposed change is to add the period of validity of the European Repair Information Form referred to in Article 4, paragraph (5). LU considers this information to be essential and decisive for the consumer and that it should be included in the form.
5. The repairer shall not alter the conditions of repair specified in the European Repair Information Form for a period of 30 calendar days as from the date on which that form was provided to the consumer, unless the repairer and the consumer have agreed otherwise. If a contract for the provision of repair services is concluded within the 30 day period, the conditions of repair specified in the European Repair Information Form shall constitute an integral part of that contract.	CZ (Drafting): ~~5. The repairer shall not alter the conditions of repair specified in the European Repair Information Form for a period of 30 calendar days as from the date on which that form was provided to the consumer, unless the repairer and the consumer have agreed otherwise. If a contract for the provision of repair services is concluded within the 30 day period, the conditions of repair specified in the European Repair Information Form shall constitute an integral part of that contract.~~ HR (Drafting): HR suggest following amendment: The repairer shall not alter the conditions of repair specified in the European Repair Information Form for a period of 30 calendar days as from the date on which that form was provided to the consumer, unless the repairer and the consumer have agreed otherwise. **If the conditions of repair specified in the European Repair Information Form change after the 30 days from the day the Form was submitted to the consumer, the repairer shall nevertheless inform that particular consumer that the changes of the conditions of the repair have occurred, as well as which conditions have changed in relation to the previous ones.**" If a contract for the provision of repair services is concluded within the 30 day period, the conditions of repair specified in the European Repair Information Form shall constitute an integral part of that contract. HR (Comments):

Table of MS comments

	Regarding paragraph 5 in the Article 4 of the Proposal of the Directive, HR is of the opinion that the repairer should inform consumer about the change in the conditions of repair in the European Repair Information Form, if these conditions change after 30 days from the day on which the Form was submitted to the consumer. HR considers that such provision could be important for the consumer (especially if the conditions set out in points e, f, h are changed) and that it could affect consumer's decision which repairer will he chose. FR (Drafting): 5. The repairer shall not alter the conditions of repair specified in the European Repair Information Form for a **minimum** period of 30 calendar days as from the date on which that form was provided to the consumer, unless the repairer and the consumer have agreed otherwise. If a contract for the provision of repair services is concluded within the 30 day period, the conditions of repair specified in the European Repair Information Form shall constitute an integral part of that contract. FR (Comments): Les autorités françaises souhaitent proposer l'ajout de l'adjectif 'minimum' pour laisser la possibilité que, en fonction de la conjoncture, le professionnel propose une validité de devis pour plus de 30 jours ce qui laisserait plus de temps encore au consommateur pour effectuer des devis comparatifs. *The French authorities suggest the addition of the adjective 'minimum' to allow the possibility that, depending on the economic situation, the professional may offer a validity period of quotation for more than 30 days, giving consumers even more time to compare quotes.* EE

	(Comments): To us it seems that in paragraph 5 it should be more clearly stated what is said in the recital 10. According to recital 10 the repairer should remain free to decide not to conclude a contract in situations where they have provided the European Repair Information Form. It is important to us because it determines whether, in the sense of Estonian law, providing the European Repair Information Form is an offer to enter into a contract or an invitation to make an offer to enter into a contract. If it was an offer, the repairer should enter into a contract with the consumer when the consumer accepts the offer. According to paragraph 5 the term for acceptance would be 30 days. In this case, however, the repairer generally can not refuse to conclude the contract. If providing the European Repair Information Form is an invitation to make an offer, the repairer can refuse to conclude the contract after the consumer has expressed his/her will to conclude a contract under the conditions specified in the European Repair Information Form. For the above reasons it is important to us that in Article 4 it is specified whether the repairer is obliged to conclude a contract after providing the European Repair Information Form or not.
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:	CZ (Drafting): ~~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:~~ EE (Comments): We would like it to be clarified more clearly how these different legal acts function together. For example, how will the Directive 2011/83/EU on

	consumer rights (CRD) and this Directive function together considering that this Directive is maximally harmonizing but Article 5 of CRD has a minimum harmonization approach. Given that the pre-contractual information must be provided to the consumer as one set, a situation may arise where the repairer still has to provide the consumer two sets of information – the pre-contractual information according to CRD and the European Repair Information Form.
(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;	CZ (Drafting): ~~(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;	CZ (Drafting): ~~(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;	CZ (Drafting): ~~(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.	CZ (Drafting): ~~(d) information requirements regarding the arrangements for the performance and the time to perform the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive~~

	~~2011/83/EU~~.
Article 5 **Obligation to repair**	IT (Comments): Commission should clarify regulatory context to avoid supply chain overlap. See as well our comments at recital 12.
	SI (Comments): Slovenia welcomes the possibility that consumers will have the option of repair even after the seller's liability period for the non-conformity of the goods has expired. The inclusion of the producer's obligation seems extremely important, since in most cases the producer is responsible for problems with the goods and is also in a better position to eliminate them effectively. However, we express concern because the time limit in which a producer's duty to provide repairs is not specified in the proposal itself. At the same time, we believe that the proposal should also regulate the possibility for consumers to complain about improperly or defectively performed repair services.
1. Member States shall ensure that upon the consumer's request, the producer shall repair, for free or against a price or another kind of consideration, goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II. The producer shall not be obliged to repair such goods where repair is impossible. The producer may sub-contract repair in order to fulfil its obligation to repair.	AT (Comments): The reference to Annex II is not sufficiently clear, because at least in some cases no clear time limits are set. In addition, the term 'sub-contract' needs clarification, e.g. in the recitals. Is it sufficient if only independent repairers offer repair, or does the manufacturer itself have to be involved? Does the consumer according to Article 5 have a right to conclude a repair contract with the manufacturer itself? IT (Comments): We believe that manufacturers could be discouraged from providing this right for free, in the cases they are not obliged to by law or contract, as it would certainly drive up the prices of their products, unless there is a

	clever and clear way to highlight the free provision of repairs. A clarification regarding the relationship between producer and subcontractor in terms of liability (e.g. joint and several liability with the subcontractor) would be appropriate. In our opinion, the role of manufacturers must be strengthened and enhanced with respect to providing adequate information about the reparability characteristics of the product and its components, also listing the most frequent anomalies or failures deriving from the correct use of the asset. Furthermore, manufacturers should ensure, at affordable prices and within a reasonable time, the availability of the spare parts and data (e.g. through software and digital content) necessary to repairers to provide an efficient service in terms of costs and times. We believe that these functions should be obligatory for manufacturers. On the meaning of "impossible to repair", see the comment at recital 19. Given the definition of "good" as stated in Article 2(5) of Directive 2019/711, does the right to repair established in this proposed directive also apply to second-hand products sold by producers based in or outside the EU? BE (Comments): Regarding the situation where repair is impossible, we wonder if and how the producer will be able to prove that it is in fact impossible to repair a certain good. Furthermore, we would like to receive clarification on the definition of "impossible to repair". In that regard, we believe it is best to determine via an implementing act (or a delegated act) criteria indicating when for goods repair is no longer appropriate (e.g. because of the presence of now forbidden substances, or because of excessively high energy consumption)

	so that consumers cannot claim repair for those goods. DK (Drafting): 1. Member States shall ensure that upon the consumer's request, the producer shall repair, for free or against a **reasonable** price or another kind of consideration, goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II. The producer shall not be obliged to repair such goods where repair is impossible. The producer may sub-contract repair in order to fulfil its obligation to repair. DK (Comments): Price is one of the main causes that dissuades consumers from choosing repair. It therefore needs to be specified that the price should be reasonable. We recognised the Commission's explanation that the consumer can go to an independent repairer. However, the producer determines the price spare parts, which means that it can be set sufficiently high to give independent repairers a disadvantage. SI (Comments): We ask for clarification if this means that the period within which it is necessary to ensure the repair of the goods is the same as the period specified in the legal acts of the Union, which determine the requirements for repair, and are listed in Annex II of this Directive? We believe that it is necessary to set a deadline, at least descriptively, in order to ensure the proportionality and feasibility of the measure, without limiting and waiting for the determination of requirements regarding ecodesign framework and repairability. It is necessary to provide spare parts, consumables, energy, and software updates in compliance with applicable legislation in order to maintain the functionality and compliance of the goods. When and if ecodesign and repairability requirements are

	subsequently adopted for individual goods, the deadline applicable to the individual goods will apply. In Slovenia, the deadline for goods for which there is an obligation to provide spare parts, repair and authorized services is prescribed without requirements regarding repairability and ecodesign. CZ (Comments): We regret that this provision does not form part of the ESPR. We see as problematic the unclear scope of this obligation and that the consumer would not be sure for how long the producer is obliged to repair unless the consumer has studied all the Commission Regulations listed in Annex I of the proposal. The Impact Assessment Report states that "*More jobs would be lost in trade (between ~500 and ~1,600 depending on the PO), because traders in the EU would see a decrease in sales also of goods imported from third countries. Increased demand for repair would secure and create more jobs in repair...*" We doubt, however, that this would limit the amount of products delivered for non-commercial purposes from third countries based on direct orders of consumers. Besides we would like to kindly ask Commission to write down a summary of lifespan of the products concerned. We believe that this would help us know how long the product lasts (on average) and thus could assess the cost-benefit effect especially for SMEs. Finally, we wonder whether the legislative technique used means that the Member States have a choice to decide to introduce an obligation to repair only for free/against price or this obligation must include both possibilities. EL (Drafting): 1. Member States shall ensure that upon the consumer's request, the producer **and/or its authorised representative** shall repair, for free or against a price or another kind of consideration, goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II. The producer **and/or its authorised representative** shall not be obliged to repair such goods where repair is impossible. The producer **and/or its authorised representative** may sub-contract repair in order to fulfil its obligation to repair.

	EL (Comments): Producer means a manufacturer as defined in Article 2, point 42 Ecodesign Regulation. The definition of 'manufacturer' therein includes "any natural or legal person who manufactures a product or who has such a product designed or manufactured, and markets that product under its name or trademark or, in the absence of such person or an importer, any natural or legal person who places on the market or puts into service a product" Consequently, the definition of producer in this Art. 5 par.1 does not include the authorised representative of the producer as in Art.5 par.2. In our view, the obligation to repair should be extended to such person also, in order for the consumer to be able to exercise its right effectively. We already face similar issues regarding Pan-European commercial guarantee given by manufacturers based in other MS in case of (legal) parallel imports within the EU. Consumers that live in a country other than the MS of the person that manufactures the goods are denied the commercial guarantee by the authorised representative (who might be a subsidiary of the manufacturer) under the pretext that such representative is neither the manufacturer nor the importer of the good in that MS. Such practice is most probably contrary to competition law (e.g. Zanussi case), but we think that it is appropriate to include an equivalent provision regarding the obligation of authorised representatives to repair in this Article. HR (Comments): See comment for recital 12. HR considers necessary to specify a provision that allows the producer to repair the product at the consumer's request in exchange for another kind of consideration. Wording "*another kind of consideration"* needs to be specified more clearly since it is not clear what is another type of compensation that the consumer would be required to pay to the producer

	when repairing goods. Therefore, HR recommends clarifying the provision in the accompanying recital 12. LU (Drafting): 1. Member States shall ensure that upon the consumer's request, the **~~producer~~** **manufacturer** shall repair, for free or against a price **~~or another kind of consideration~~**, goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II. The **~~producer~~** **manufacturer** shall not be obliged to repair such goods where repair is impossible. **~~The producer may sub-contract repair in order to fulfil its obligation to repair.~~** LU (Comments): Concerning the replacement of producer by manufacturer, see comments on article 2, point 4. Concerning the deletion of "or another kind of consideration": LU considers that this reference is neither clear neither appropriate in the event that it includes personal data. Although LU is very receptive to the issue of having a future-proof text, the provision of personal data in exchange for a service should be limited to situations where the personal data and the service provided are linked as in the case of the supply of digital content or digital services in the meaning of the Digital Content Directive 2019/770 (DCD). The aim of including this reference in the DCD was to allow consumers to benefit from legal protection in seemingly "free" contracts (these kind of "free" services are generally based on an economic model where personal data are collected by the providers in order to create value from the data processed). However, in the case of the R2R Directive, the situation is different because it will be a question of repairing goods that fall within the scope of the SGD, i.e. tangible movable goods and not digital content or digital services (except for water, gas and electricity). Since consideration in the

	form of the supply of personal data has not been included in the SGD, we do not understand why this consideration should be included here, even though goods containing digital elements would be concerned. Moreover, this would broaden the concept of price, which could also have consequences for the rest of the contracts covered by consumer law. Finally, the European Data Protection Supervisor (EDPS), supported at national level by the Commission Nationale pour la Protection des Données (the National Commission for Data Protection in Luxembourg), had already warned the legislator in its opinion 4/2017, stating that "personal data cannot be compared to a price, or money. Personal information is related to a fundamental right and cannot be considered as a commodity." Concerning the deletion of the last sentence: LU does not see added value to this precision. The producers (manufacturers) are free to sub-contract their obligation to repair. The reference in Recital 13 to this possibility of subcontracting seems sufficient. Comment on the Annex II : LU wonders whether it would not be useful to change the wording of the title of this annex, which does not strictly refer to legal acts but to goods covered by texts providing for reparability requirements. This apparently purely formal remark nevertheless has consequences for the proper understanding of the articles, particularly Article 5. NL (Drafting): Member States shall ensure that upon the consumer's request, the producer shall repair, for free or against a **reasonable** price or another kind of **reasonable** consideration, goods for which and to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II. **The repair must be done within a reasonable time**. The producer shall not be obliged to repair such goods where repair is impossible. The producer may sub-contract repair in order to fulfil its

	obligation to repair. NL (Comments): Since there is no provision in the proposal as to what is an acceptable price and what is a reasonable time for repair, the question is whether the objectives will be achieved. Consumers will make economic trade-offs. There is no telling what amounts will be charged and whether they fall within the range that consumers are willing to pay. PL (Comments): Not all Union legal acts as listed in Annex II specify the reparability requirements directly. PT (Comments): PT questions what is meant by "*or another kind of consideration*". In fact, as there are no examples of "other consideration" in the recitals, it seems unclear what is meant by that expression. It should also be noted the **absence of any reference in this provision (or in the rest of the operative part of the text) to the need to ensure that repairs are affordable for consumers**. In fact, the practice of high prices, already commonly associated with the repairs made available by producers currently on the market, could jeopardise the effectiveness of the measures established in this proposal for a Directive. However, in PT's view, the guarantee of **accessibility of repair services**, particularly in cases where repair is mandatory, **is not duly provided for in the text**. The mere reference in recital 12 to the fact that the need for a contract and competitive pressure from other repairers should "*encourage obliged repairers to keep the price acceptable to the consumer*" is not considered sufficient. The question is, moreover, what is meant by "*acceptable*", an expression that does not in itself appear to address the need to ensure reasonable and affordable prices.

	IE (Comments): Where the producer is established outside the EU, its representative/importer/distributor is accountable for the repair obligation. This requirement has onerous implications for the competent authority qua enforcer. It requires that independent repairers have access to spare parts and repair-related information. This stipulation may be difficult to achieve in practice; again, there could be procurement and/or delay issues regarding the global supply chain. It is anticipated that the competent authority would be inundated with complaints regarding the access to spare parts. The Commission has the right to update the list of Union legal acts laying down reparability requirements in the light of legislative developments. It will be important for the legislation to ensure that the various EU proposals all continue to complement each other as they are developed. Taken together this proposal and the ESPR are intended to ensure a greater focus on developing the market for repairs. The ESPR states that it will lead to a "shift of activity from the processing of primary towards secondary raw materials and from production of products to maintenance, re-use, refurbishment, repair and second-hand sales. It is noted that the range of goods subject to the repairability obligation are set out in Annex II to the Directive. These goods are the subject of Implementing Regulations on foot of the Ecodesign Directive (e.g., washing machines, dishwashers, vacuum cleaners, etc). The Ecodesign Directive is due to be replaced by the Ecodesign for Sustainable Products Regulation (ESPR) which will in time broaden out the range of goods to be subject to the repair obligation. The ESPR is also intended to support the right to repair through ongoing product by product repairability requirements. It will introduce a Digital Product Passport which is intended in part to assist repairers to access relevant information (MSAs will also be able to access this information).

	This proposal should also be understood in light of the Corporate Due Diligence proposal which is intended to oblige firms to reduce their environmental impact. LV (Comments): If we evaluate Art.5 in relation to Annex I, not all of them are related to consumer products, for example, point 3 – refrigerating appliances with a direct sales function (super market cabinets, cabinets for scooping ice-cream, refrigerated vending machines), point 6 – welding equipment, point 8 – servers and data storage are product categories that could hardly be considered as appliances to be used by a consumer. This list should be carefully revised. Another option to increase the effect of this rather unambitious piece of legislation would be to discuss widening the scope to any products, not just consumer ones. EE (Comments): Article 5 paragraph 1 requires producers to repair the product. To us it seems that paragraph 1 essentially results in an obligation for producers to enter into a contract to offer repair services. The requirement to repair a product for a fee is what refers to the obligation to conclude a contract. According to Estonian law there is an obligation to conclude a contract only in specific cases. The freedom of contract is limited especially in cases where it is regarding a product or service that is essential for life, for example, for concluding electricity and water contracts. In the case of the obligation to conclude a contract, the content of the contract and the issues of supervision are specifically regulated by law. In a situation where one party to the contract is obliged to conclude a contract, it is important to ensure that the contract offered by him/her is also fulfillable by the other party to the contract. Among other things, this is one of the reasons why in Estonia the content of the contract and the issues of supervision are also

	specifically regulated by law in the case of the obligation to conclude a contract. We doubt whether product repair is such an essential service that it would be necessary to impose a contractual obligation on producers. We understand why the aim of this Directive is not to regulate the conditions of the said contract. At the same time, we wonder whether the terms of the contract derive from other legal acts, for example from the repairability requirements mentioned in Annex II. It is important to clarify the content of the contract to ensure an effective supervision. At the moment it is not clear how the Estonian supervisory authorities should supervise the fulfilment of the obligation. In addition, since the producers of the products listed in Annex II are generally not located in Estonia, it is not clear how the consumer can turn to the producer in practice so that the producer would fulfil its obligation to conclude a contract and repair the product. It seems to us that the obligation to conclude a contract in cross-border cases makes it too difficult for the consumer to request the repair of the product from the producer. At this point, it is also not clear how the cross-border producer's actions should be supervised. Therefore, we doubt whether an obligation to conclude a repair service contract is the right solution to achieve the goals of this Directive. Although the last sentence of paragraph 1 stipulates that the producer may sub-contract repair in order to fulfil its obligation to repair, it does not solve the above mentioned problem for us. According to Estonian law, a contract for the provision of repair services is a standard contract for services. It is presumed that a contractor is not required to perform the obligations arising from the contract in person. Thus, the producer can use some other repairer to repair the product. When the contractor uses another repairer to fulfil the contract, the contractor concludes a contract with the subcontractor, thus the repairer. According to Estonian law, however, the final repairer does not conclude a contract with the

	consumer. The contract for repair service would still be concluded between the producer and the consumer. Based on the above reasons, we have doubts about how the obligation on producers to conclude a contract would actually work in practice, especially in cross-border cases, and whether it would fulfil the purpose of this Directive. We wonder that perhaps changing the wording of paragraph 1 would help us with these problems. Instead of stipulating that the *producer shall repair*, for example, it could be written that *the producer must ensure that it is possible to repair the product in the Member States where its product is marketed*. Additionally, it could be specified that whoever fixes the product in the end does not have to repair the product for free. We feel that changing the wording would allow us to ensure that it is effective for the consumer to request the repair of the product in situations where the producer is not located in the Member State of the consumer's residence. We welcome the rule that the obligation to repair only applies to products that are subject to European reparability requirements. This is important to avoid overburdening producers and to ensure they are able to perform their obligation to repair. It is also important for all market participants to have clarity regarding which products the obligation applies to. However, since there are a lot different repairability requirements, it would be very helpful for us if we could get a concrete overview of which products and which defects are subject to the repair obligation. It is important to us that it is clearly determined under which conditions and in which situations the consumer may request product repair. In addition, it must be clear how long the producer has the obligation to repair. This has also been noted by several stakeholders.
2. Where the producer obliged to repair pursuant to paragraph 1 is established outside the Union, its authorised representative in the Union shall perform the obligation of the producer. Where the producer has no	AT (Comments): It is unclear what 'shall perform the obligation of the producer' means.

authorised representative in the Union, the importer of the good concerned shall perform the obligation of the producer. Where there is no importer, the distributor of the good concerned shall perform the obligation of the producer.	Does this mean that the authorised representative/importer/distributor is obliged instead of the producer or that the authorised representative/importer/distributor is obliged in addition to the producer? Moreover, it has to be clarified what "where there is no importer" means. It should be avoided that an unexpected "absence" of the importer results in a retailer being responsible for fulfilling the repair obligation (see comment on Article 2 (4)). IT (Comments): How does it work in the case of online purchases made directly by consumers from producers in third countries (C2B)? How does the duty to provide repair services apply in the EU? Are online marketplace platforms considered distributors bound by the obligation to repair? BE (Comments): We believe that shifting the obligation to repair to the importer of the good when the producer outside of the Union has no authorised representative in the Union and shifting this obligation even further, to the distributer of the good, when there is no importer, goes too far. Furthermore, we have questions regarding the practical implementation of this article: How is the consumer supposed to find this importer/distributor? SI (Comments): Slovenia supports this decision, which provides third-country producers with legal certainty. At the same time, it also provides legal certainty to consumers, as it determines which economic entities in the Union, they can contact in relation to the repair obligation that binds producers from third countries. Slovenia additionally proposes that in the event that the producer, authorized representative or importer is based in another EU

	member state, the obligation is also transferred to the first distributor in each member state, as it must be ensured that repair is as accessible to the consumer as purchase and that it can be done in an accessible, affordable and easy way for the consumer, otherwise consumers will prefer to buy new goods instead of repairs. EL (Drafting): 2. Where the **natural or legal person who manufactures a product or who has such a product designed or manufactured, and markets that product under its name or trademark** ~~producer obliged to repair pursuant to paragraph 1~~ is established outside the Union, its authorised representative in the Union shall perform the obligation of ~~the producer~~**such person**. Where the **natural or legal person who manufactures a product or who has such a product designed or manufactured, and markets that product under its name or trademark**~~producer~~ has no authorised representative in the Union, the importer of the good concerned shall perform the obligation of the producer. Where there is no importer, the distributor of the good concerned shall perform the **above** obligation ~~of the producer~~. EL (Comments): Since the definition of "producer" includes the importer, we think that the text should be reworded at this point, so as to clarify that the primary obligation concerns the person who manufactures the product LU (Drafting): 2. Where the ~~**producer**~~ **manufacturer** obliged to repair pursuant to paragraph 1 is established outside the Union, its authorised representative in the Union shall perform the obligation of the ~~**producer**~~ **manufacturer**. Where the ~~**producer**~~ **manufacturer** has no authorised representative in the Union, the importer of the good concerned shall perform the obligation of the ~~**producer**~~ **manufacturer**. Where there is no importer,

	the distributor of the good concerned shall perform the obligation of the **~~producer~~** **manufacturer**. LU (Comments): Concerning the replacement of producer by manufacturer, see comments on article 2, point 4. EE (Comments): We find that at the moment it is still difficult for us to assess which persons will be affected by this paragraph. The definitions of the persons mentioned in paragraph 2 derive from the Regulation on the Ecodesign for Sustainable Products. The procedure for the Regulation on the Ecodesing for Sustainable Products is still ongoing. Thus, right now we cannot comment whether paragraph 2 in the proposed form is suitable for us.
3. Producers shall ensure that independent repairers have access to spare parts and repair-related information and tools in accordance with the Union legal acts listed in Annex II.	AT (Comments): If the obligation provided for in paragraph 3 does not go beyond what is already required by the acts referred to in recital 14, the question arises as to the necessity of paragraph 3. If it goes beyond what is already required, it should be clarified how and to what extent. Moreover, it is unclear why only "independent" repairers are mentioned in paragraph 3. According to Article 2 point 2, not only repairers affiliated with the producer but also repairers affiliated with the seller would not be considered independent. Therefore, repairers affiliated with the seller would not be covered by Article 5(3) and potentially not have access to spare parts, information or tools. The wording should be changed from "independent repairers" to "all repairers". As Regulation (EU) 2019/2023 already stipulates that certain spare parts must be made available to consumers, consideration should be given to

	including in Article 5(3) not only repairers but also consumers. Spare parts should be available for "repair cafés" which are non-commercial events where defective items such as electrical appliances, bicycles, toys, textiles and other things are repaired by the visitors themselves under the guidance of experts. IT (Comments): We share the assumption that repairers should have easy and unburdened access to spare parts and data related to the goods to be repaired. We confirm the need to redefine the reference to delegated acts. To ensure independent repairers have access to necessary resources, it is important to include the provision of CAD drawings of spare parts, allowing for 3D printing or identification of compatible parts from various products or manufacturers. Furthermore, considering standardization and eco-design in the production process is crucial. It's important to inform consumers if a product is no longer being made, so they can know how long spare parts will be available within the 10-year legal requirement. We aspire for spare parts to be available for more than 10 years after the after the production. Additionally, when a product become out of production, we advocate for releasing its spare part designs so that independent repairers can manufacture them using 3D printers, etc. Manufacturers should also provide guidelines on repair. In practical terms, manufacturers should provide downloadable repair manuals. By addressing these issues at the source and promoting sustainable design practices, we can foster a more sustainable and repair-friendly environment. BE (Comments):

	What about the cost of spare parts that producers may charge independent repairers? It should be noted that this is a B2B relationship that will have an impact on the B2C relationship. High costs for spare parts will not encourage consumers to opt for repair. Additionally, in Article 5 paragraph 3, we suggest to add that producers should not impose additional conditions on repairers to obtain or have access to spare parts. For example, an obligation to send the defective part back before replacement can take place, is time-consuming and a competitive disadvantage. Finally, we would like to receive clarification on the concern of the "serialisation" of parts (e.g. Apple). Due to serialisation, a specific part cannot be used in another identical device. Often, spare parts are only available through the producer who uses the "parts pairing" tactic, which prevents repairers from replacing specific parts. This requires the repairer to replace entire modules and makes repair more expensive. EL (Drafting): 3. Producers **and/or their authorised representatives** shall ensure that independent repairers have access to spare parts and repair-related information and tools in accordance with the Union legal acts listed in Annex II. LU (Comments): LU wonders whether this provision within the articles themselves is necessary given that this obligation is already covered by the regulations made pursuant to Directive 2009/125/EC and should be covered by the new legislations (ESPR and the acts made pursuant to this regulation). The provisions of Recital 14 already seem to underline the existence of this obligation.

	FR (Drafting): 3. Producers shall ensure that independent repairers have access to spare parts **<u>in a equitable manner</u>** / **<u>fairly</u>** and repair-related information and tools in accordance with the Union legal acts listed in Annex II. FR (Comments): Les autorités françaises proposent l'ajout de "de façon équitable" pour envoyer un message aux fabricants qui fourniraient des pièces détachées à des réparateurs indépendants mais à des tarifs très élevés ou en tous les cas bien plus élevés qu'aux tarifs proposés à leurs circuits agréés ce qui fausse la libre concurrence sur le marché de la réparation. *The French authorities propose the addition of "fairly"/"in an equitable manner" to send a message to manufacturers who supply spare parts to independent repairers but at a very high cost, or at any rate much higher than the cost offered to their approved channels/circuits, thereby distorting free competition in the repair market.* EE (Comments): Firstly, as noted in the comments for Article 2, we believe that there should be a clearer definition of who an independent repairer is. Secondly, considering that such requirement already derives directly from the legislation listed in Annex II, we would like to get clarifications what exactly this rule means. We wonder whether this paragraph constitutes a possibility for the independent repairer to bring a private claim against the producer to ensure the access to spare parts. We would also like to note that this rule might have an effect on intellectual property rights. Specifically, regarding how much information the producer must disclose about his products.

4. The Commission is empowered to adopt delegated acts in accordance with Article 15 to amend Annex II by updating the list of Union legal acts laying down reparability requirements in the light of legislative developments.	SI (Comments): Slovenia agrees with the provision, because due to the rapidly developing and changing conditions on the market, new groups of goods can be expected, which, in accordance with the trend towards sustainable consumption, will most likely be designed in such a way that they will be repairable. PL (Comments): Is the "roadmap" already known? EE (Comments): To us it is important that the list of repairability requirements in Annex II is future-proof. We can therefore support giving the Commission the power to amend this list appropriately if necessary.
	FR (Drafting): **Article 5 a.** **Prohibition of the part pairing** **1. Any technique by a manufacturer or marketer which has the effect to prevent a repair, a refurbishment or limiting the restoration of goods outside its approved channels/circuits should be prohibited.** **2. Any practice which has the effect to limit the access of a repairer to spare parts, to technical information, including software enabling the repair of products, should be prohibited.** FR (Comments): Les autorités françaises souhaiteraient saisir l'opportunité de ce texte pour proposer une interdiction générale de la pratique des professionnels

	tendant à restreindre la distribution de leurs pièces détachées voire à empêcher la réparation des biens qu'ils fabriquent hors de leurs circuits agréés. Ces pratiques vont à l'encontre de l'objectif poursuivi par l'article 5 de la directive, est susceptible d'entraîner une fin de vie prématurée des biens. Cette interdiction irait plus loin et compléterait la nouvelle pratique 23i (de l'annexe I de la directive 2005/29) proposée dans la proposition de directive "responsabiliser le consommateur". Pour cela elles suggèrent l'insertion d'un article entre les articles 5 et 6 de la proposition de directive qui prévoierait ainsi : *1. Toute technique d'un fabricant ou d'un metteur sur le marché ayant pour effet d'empêcher la réparation ou le reconditionnement d'un bien ou d'en limiter la restauration hors de ses circuits agréés devrait être interdite.* *2. Toute pratique ayant pour effet de limiter l'accès d'un réparateur aux pièces détachées, aux informations techniques, y compris aux logiciels permettant la réparation des produits devrait être interdite.* *The French authorities would like to use this text as an opportunity to propose a general ban on the practice by professionals of restricting the distribution of their spare parts or even preventing the repair of the goods they manufacture outside their approved channels. Theses practices run counter to the objective pursued by Article 5 of the Directive, and is likely to lead to premature end-of-life of goods.* *This ban would go further and complete the new practice 23i (of annex I of directive 2005/29) proposed in the proposal of directive "empowering the consumer". (Omitting to inform the consumer that a good is designed to limit its functionality when using consumables, spare parts or accessories that are not provided by the original producer' when the trader can be reasonably expected to know about such design limitations).* *To reach this objective, they suggest a new article 5a.*

Article 6 **Information on obligation to repair**	LT (Comments): It should be clarified how the Member States should ensure the obligation of the producers to inform the consumers about the obligation to repair if they are not registered on the online platform. LU (Drafting): Article 6 **Information on obligation to repair**
Member States shall ensure that producers inform consumers of their obligation to repair pursuant to Article 5 and provide information on the repair services in an easily accessible, clear and comprehensible manner, for example through the online platform referred to in Article 7.	AT (Comments): Information should be provided on how long repairs are possible or have to be possible for individual products. E.g. according to Regulation (EU) 2019/2023, the consumer must be informed in the instructions for how long spare parts will be available at least. These periods coincide in time. Therefore, such information could easily be given. IT (Drafting): Member States shall ensure that producers **and sellers** inform consumers of their obligation to repair pursuant to Article**s** 5 **and 12** and provide **as applicable** information on the repair services in an easily accessible, clear and comprehensible manner, for example through the online platform referred to in Article 7. IT (Comments): All economic operators (producers and sellers) involved in the implementation of this Directive must clear and comprehensive information to consumers regarding their respective obligations for the repair of goods. With reference to this provision, it is believed that the timing for the

	adoption of the delegated acts is loose and not specifically scheduled. In order to ensure timely updates and to maintain the relevance of the annex, which defines the objective scope of application, it is deemed appropriate to introduce a system with annual checkpoints. These checkpoints would serve as regular evaluations to review and update the delegated acts as necessary, reflecting any changes in the market or technological advancements. It would be beneficial for consumers to have a price list or reference tariff for repairs and spare parts. This would enable them to assess whether the repairer is overcharging or not. The proposal doesn't regulate the cost of repairs, and we're concerned that they might be too expensive. We suggest making two price lists public: one for spare parts and another for the official repair prices at manufacturer's technical services. Additionally, we request that price information be included by default under the "repair conditions" category). DK (Comments): We would like to hear if the Commission has checked internally, as promised, if the digital product passport, as a one-entry-point for sustainability-related product information, can be used to provide information about the repair obligation. LU (Drafting): Member States shall ensure that ~~**producers**~~ **manufacturers** inform consumers of their obligation to repair pursuant to Article 5 and provide information on the repair services in an easily accessible, clear and comprehensible manner, for example through the online platform referred to in Article 7. LU (Comments):

	Concerning the replacement of producer by manufacturer, see comments on article 2, point 4. LU wonders whether information on the obligation to repair could be included in the Digital Product Passport (DPP) acts adopted pursuant to ESPR. The DPP seems to be a communication medium which is easily accessible to the consumer and which would bring together the essential information that the consumer needs to know about the good. NL (Drafting): Member States shall ensure that producers inform consumers of their obligation to repair pursuant to Article 5 and provide information on the repair services in an easily accessible, clear and comprehensible manner**. At least through the Digital Product Passport, and** for example **also** through the online platform referred to in Article 7. NL (Comments): This passport is indeed mandatory for product groups regulated under the Ecodesign Regulation and would therefore be an appropriate and accessible way. Indeed, consumers will also expect to find such information there in the event of a defective product. PL (Comments): The article should define the rules of the information provision more precisely. PT (Comments): In view of the importance of ensuring that consumers are aware of the existence of the new obligation established here, **it is considered fundamental to densify the terms under which this information is made available**. Therefore, the question arises as to **when producers should inform consumers of their obligation to repair**.

	FR (Drafting): Member States shall ensure that producers inform consumers of their obligation to repair pursuant to Article 5 and provide information on the repair services in an easily accessible, clear and comprehensible manner, for example through the online platform referred to in Article 7 **specifying who will be the legal person responsible for repairs within the meaning of this article** FR (Comments): Les autorités françaises proposent que l'information due par le fabricant porte, le cas échéant, aussi sur l'identification du professionnel chargé de la réparation (mandataire, importateur, distributeur ou sous-traitant). *The French authorities are proposing that the information required from the manufacturer should, where appropriate, also include the identification of the professional responsible for the repair (authorised representative, importer, distributor or subcontractor).* IE (Comments): The information producers are required to provide to consumers must be easily accessible, clear and comprehensible and may be transmitted via an online platform. This mandatory provision will mean significant enforcement responsibility for the competent authority to ensure compliance. EE (Comments): In general, we can support the producer's obligation to inform consumers of their obligation to repair. We can also welcome the flexibility left to producers to comply with the obligation to inform consumers. However, it

	is important to keep in mind that in whatever way the producer decides to fulfil its obligation to inform the consumers, the information should also be accessible to people with less digital skills. We believe that the producer could inform the consumers through a digital product passport. We would like to get clarifications whether this is possible according to the Regulation on the Ecodesign for Sustainable Products and if not, whether it is possible within the framework of Article 6 of this Directive. However, at the moment to us it is not entirely clear to what extent the producer must inform the consumer about his obligation to repair. For example, should the information include a specific list of repairers who can repair the product, or explanations of which defects can be repaired on the product and for how long can the consumer ask for the repair service. To us it is important that the extent of this obligation is sufficiently clear to producers. It is also important that it would be clear to consumers, from whom, to what extent and during what time period it is possible to request repairing a defective product. It should not be difficult for the consumer to identify whether a particular defect is subject to some repairability requirement or not. We would also like to clarify whether this obligation will fall on any other persons mentioned in Article 5 paragraph 2 in case the producer is established outside the Union. At the moment, we doubt whether it derives clearly from the text of this Directive. MT (Comments): Is this obligation envisaged to be trickled down the product supply chain to other economic operators or reserved soleley for producers? Moreover, in addition to methods of information provision such as an

	online platform as referred to in Article 7, it is also essential to ensure that such information disclosure is also carried out in physical format, both for less digitally literature consumers as well as for efficiency's sake. Such disclosure would also ensure that purchases at point of sale are carried out in a more informed manner.
Article 7 **Online platform for repair and goods subject to refurbishment**	IT (Comments): See our comments at recitals from 21 to 26. FI (Comments): Although an online platform can be considered useful in the sense that it can increase consumers' awareness of repair services and possibly bring together businesses offering repair services and consumers in need of repair services, we wonder whether the proposal could only **encourage Member States to promote the introduction of such online platforms**. This would avoid excessive costs for Member States for the deployment of online platforms. EE (Comments): Estonia can generally support the idea of creating an online platform that would enable consumers to find various repairers and contacts of persons who sell restored goods and buy old devices for this purpose. We see that consumers can might get a lot of added value from this. We also believe that consumers should receive information about repair services even if years have passed after the product was first purchased. The Commission has explained in the previous Working Party that the Article only specifies the minimum requirements that the platform must meet. Estonia can support the possibility of leaving as much freedom as possible to the Member States in how to create the online platform and

	determine the terms of its use. However, considering the maximally harmonizing nature of this Directive, it should be more clearly specified that the conditions stipulated in this Article are only minimum requirements that the platform must meet. And thus, the Member States may impose additional requirements than those stipulated in this Article and can also determine by themselves how to meet the minimum requirements established in this Article. This is relevant for all paragraphs of Article 7. For example, it can be concluded from paragraph 1 point (a) and paragraph 2 that the platform itself must include either two search functions or a single search function that would meet the requirements of both of the named provisions. The Commission, however, explained in the previous Working Party that these functions may also be located on different online platforms as long as it is possible to reach one platform through the other. To us it does not seem that such an option is possible according to the current wording of this Article. We would also like to note that creating the platform incurs different costs for Member States. In the smaller Member States, like Estonia, there may not be that many repairers from whom it would be possible to receive enough registration fees to cover the costs of maintaining the platform. Therefore, we wonder whether it would be more cost-effective to create a European online platform. However, when making a unified cross-border platform, it is important that the platform would be compatible with existing information systems and platforms of Member States.
1. Member States shall ensure that at least one online platform exists for their territory that allows consumers to find repairers. That platform shall:	BE (Comments): Article 7 requires Member States to establish an online repair platform where consumers can connect with repairers. However, taking into account cross-border transactions, we believe a European platform would be more fitting. As a result, repairers across the Union would not be required to register on 27 separate national platforms.

	We also have some critical reservations regarding the practical functioning of this online platform. Each Member State is supposed to set up its own platform, but what about producers based in other Member States: should they be present on each national platform? And in which language should this be done? FI (Drafting): 1. Member States shall ~~ensure that at least one~~**promote the introduction of** online platform**s exists** for their territory that allows consumers to find repairers. **[**That platform shall:**]** FI (Comments): If the first sentence is redrafted as suggested by us, the provision on requirements for platforms (second sentence) should also be amended taking into account the formulation of the first sentence. LT (Comments): Member States should not be obliged to create an online platform or interfere to privately operated platforms. Online platforms for repair and goods subject to refurbishment are the object of free market and Member States should not regulate it if it is not really necessary. Creating new platforms or supervising privately operated platforms demands significant budgetary costs and the added value of this platform is highly questionable. There are not that many repairers in Lithuania at the moment. Some of them are micro and small enterprises or individuals. It is doubtable that such repairers will be interested in registering to the platform because these repairers likely have enough customers and there is no need to advertise themselves additionally. Registering on this platform could even cause them some costs and the benefit of this platform could be little. It would be disproportionate in terms of costs to create or supervise a platform where just a few repairers are registered.

	If the policy decision is finally made to have such a platform, the European level platform would be more reasonable choice, especially for the consumers who live near the country border. In addition, Recital 22 provides that '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.'. In this case, the European platform would be a more convenient option for repairers, and at the same time for the consumers, than a national platform, which will be different in each Member State. In any case it should be further discussed how to encourage the repairers and producers to register on this platform as well as how to effectively inform the consumers about the existence of the platform. In our opinion, the platform should be convenient to use both for the consumer and for the repairer. The platform may also not create any added value if there is no interest from both the consumer and repairer sides, while the establishment of the platform would require significant investments. SI (Comments): Regarding the online platform for repair and goods subject to refurbishment, Slovenia generally believes that in order to ensure easier access to information by consumers, instead of one or more online platforms in each member state, a single platform should be established for the entire EU area, which would allow consumers enough choice. At the same time, Slovenia asks for additional clarifications regarding the financing and maintenance of the online platform and proposes requests to verify its performance in a certain period. CZ (Drafting): ~~1. Member States shall ensure that at least one online platform exists for their territory that allows consumers to find repairers. That platform shall:~~

	alternatively: 1. Member States **are encouraged to** ~~shall~~ensure that at least one online platform exists for their territory that allows consumers to find repairers. That platform shall: CZ (Comments): Establishment of such a platform and its operation would entail costs for Member States. We should bear in mind that the State must act with due managerial care and thus is responsible for spending the state resources efficiently and purposively. We fear that in the case of voluntary registration of repairers (who should be besides obliged to pay fees), there is a risk that the platform would not serve the purpose and would be uneconomical. Therefore, we propose to delete this provision or to alter the obligation to call for Member States. HR (Comments): HR is of the opinion that setting up a national platform that will connect consumers with repairers, is useful tool which would help consumers to assess and compare the merits of different repair services. Although it could encourage consumers to choose repair instead of buying new goods, when products become defective, HR considers that formation of such platform would demand significant financial support. Therefore, in order to efficiently implement the platform in question, HR proposes setting up a platform on Union level or, as a second best option would suggest that EC consider providing certain financial support to the member state if decided to establish platform on national level of each member state. PT (Comments): PT suggests that the platform could include a satisfaction form / field for consumer's review. IE

	(Comments): The national online platform is welcomed for its practicability to progress a repair of goods culture. A platform use or link to a secondary market for repaired/refurbished/reconditioned goods would be useful/helpful. While a search function for sellers of goods subject to refurbishment/buyers of defective goods for repair is included, this could be interpreted as a link to a secondary market leading to a potential gap. There will be questions for electronic access for those at risk of digital exclusion or those with vulnerable characteristics. In line with broader consumer protection discussion on vulnerability, the needs of vulnerable consumers should be reflected in the design and delivery of national online platforms as envisaged. The detail on who will operate, monitor or be the registrar of such an online platform and whether a competent authority would be responsible for compliance will be determined by individual Member States. Therefore, there may be compliance implications for the competent authority. LV (Drafting): Member States shall **promote exsistence** ~~ensure that at least one~~**of** online platform**s** ~~exists for~~ **in** their territory that allows consumers to find repairers**, sellers of goods subject to refurbishment or purchasers of defective goods for refurbishment. The use of online platforms shall be free of charge for consumers**.~~That platform shall:~~ LV (Comments): LV is **not in favor of the idea to impose on MS the obligation to create and maintain the online platforms**. As many colleagues indicated during the meeting, these are considerable administrative burden and expenses for state budget, because the platform not only has to be created, but also maintained. Without an obligation to register, there is no guarantee these resources will be spend efficiently. In addition, since Art.7 foresees the opportunity for repairers to place information on or through the platform,

	Digital services Act will apply to this platform, which foresees quite extensive requirements, including ensuring points of contact, transparency reporting, notice and action mechanisms, internal complaint handling systems, out of court dispute settlement, rules for online interface design, protection of minors, etc. Commission mentioned a registration fee as a way to reimburse the expenses, however, it should be kept in mind that not all repair services are big enterprises, some of them are run by one person, for whom a fee might be a reason enough not to register. Using private platforms for this aim also could become problematic, if the platform does not correspond to all the criteria – how can we push a private business to make changes to a private owned platform? In addition, as mentioned during the meeting, consumers might perceive service providers on this platform as being state "approved" or of certain quality and therefore more reliable, which will not be the case. Excluding repair service providers from the platform might not be as easy – since it will be a platform with content provided by third parties, Digital Service Act (DSA) will apply which enables repair service providers as recipients of the platform to launch a complaint regarding decisions to suspend or terminate their access to the service. In this case, **there are no legal grounds, unless the repair service provider is posting illegal content on the platform, to limit access to the service**. As a compromise, **we propose to make this requirement for ensuring an online platform voluntary,** inviting member states to promote the creation of such platforms, but not obliging them to create and to maintain one. We should encourage repairers to offer their services to consumers in the best way possible, but it should be kept in mind that such platform will be a great financial and administrative burden for member states, especially small ones. Latvia could also accept and support creation of EU wide platform managed and maintained by Commission. EE

	(Comments): MT (Comments): Due consideration should be given to the possibility of having a platform set up at EU level and managed by the Commission. This would be without prejudice to the creation of similar platforms at national level. A platform at EU-level would ensure seamless and consistent EU-wide access and usage, regardless of the users' location. Whilst neither the utility of the existence of an online platform nor the conferral of the right to repair to consumers is being put into question, we consider that having the right of repair without a potential repairer in geographical proximity (and feasibly reachable) defeats the whole scope of the whole proposal. This should be addressed. Lastly, Malta suggests that the cost of the quotation with or without an on-site visit is prominently displayed on the platform.
(a) include search functions regarding goods, location of repair services, repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and transportation, offered by repairers, and applicable European or national quality standards;	IT (Drafting): (a) include search functions regarding goods, location of repair services, repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and transportation, offered by repairers, **- professional qualifications and adherence to certain repair standards of the repairers -** and applicable European or national quality standards. **Professional requirements should be assessed based on different sectors of activity.** IT

	(Comments): 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. CZ (Drafting): (a) include search functions regarding goods, location of repair services, repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and transportation, offered by repairers, and applicable European or national quality standards; LU (Drafting): (a) include search functions regarding **categories of** goods, location of repair services, repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and transportation, offered by repairers, and applicable European or national quality standards; LU (Comments): To ensure that setting up the database of the goods is not too complex, LU suggests targeting categories of goods.

	LV (Drafting): ~~(a) include search functions regarding goods, location of repair services, repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and transportation, offered by repairers, and applicable European or national quality standards;~~
(b) enable consumers to request the European Repair Information Form via the platform;	LT (Drafting): (b) enable consumers to request the European Repair Information Form via the platform **and get the information about potential necessary costs for providing European Repair Information Form**; LT (Comments): Article 4 paragraph 3 subparagraph 2 provides 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.'. The information about possible necessary costs for providing European Repair Information Form should also be specified in the platform in order to properly inform the consumer about the conditions of the repair. LV (Drafting): ~~(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;	LV (Drafting): ~~(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;	IT (Comments): See our concerns on the new "quality standard" at recital 27 and art. 4,1. NL (Drafting): (d) ~~allow~~ **includes the requirement for** repairers to indicate their adherence to applicable European or national quality standards; NL (Comments): It should be mandatory for repairers to state whether or not they meet the applicable quality requirements (European and national). This gives consumers insight into the quality of the repairer. LV (Drafting): ~~(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.	LV (Drafting): ~~(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	LV (Drafting): ~~(f) ensure accessibility for persons with disabilities~~
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.	IT (Drafting): 2. Member States shall ensure that the online platform also includes a search function by product category **to allow consumers and other users** to find sellers of goods subject to refurbishment and purchasers of

	defective goods for refurbishment. FI (Comments): If Article 7(1) will be redrafted in accordance with our suggestion, paragraphs 2 and 3 should also be amended taking into account the formulation of the provision. LT (Comments): It is doubtable that platform with an ability to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment should be created using Member States` funds and that this functionality will be popular. LU (Drafting): 2. Member States shall ensure that the online platform also includes a search function by ~~**product**~~ category **<u>of goods</u>** to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment. LU (Comments): The aim of the proposed change is to align the wording. NL (Drafting): ~~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.~~ NL (Comments): The requirement for a feature on the platform to find sellers of refurbished items and buyers of defective goods brings commercial incentives, as

	there are few companies that sell only refurbished products. Inclusion on the platform then results in the presence of many companies that also offer new products. This does not square with the objective mentioned in recital 26 nor with an open and independent platform. Recital 26 states as an argument for the inclusion and promotion of refurbished suppliers and buyers that they can serve as an alternative to repair or purchase a new good. If consumers then come directly to the site of providers of new products, that is a counterproductive incentive. Moreover, the premise of the platform is that consumers will have their defective devices repaired to prolong the uses of that devices, rather than selling or discarding the defective device and then purchasing another (possibly refurbished) device. FR (Drafting): 2. Member States ~~shall ensure~~ **may decide** 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. FR (Comments): Les autorités françaises considèrent qu'il semble plus pertinent de concentrer cette plateforme sur l'objectif principal, celui de mettre en relation des consommateurs avec les prestataires de services de réparation, et de laisser la possibilité aux États membres de permettre également le référencement d'autres prestataires par cet intermédiaire. Elles proposent ainsi des amendements rédactionnels au point 2. *The French authorities are suggesting amendments to this paragraph in order to focus this platform on the main objective, that is, to put consumers in touch with repair service providers, and to let the possibility for Member States to enable also selling products on it.* LV (Drafting):

	~~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.	IT (Comments): Registration for repaires must be free of charge and of burocratic burdens. In addition to the suggested improvements, it is advised to specify in this paragraph if there are subjects for whom the registration is mandatory and who are they. NL (Drafting): 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~~ **Operators of the platform** 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. NL (Comments): The text amendment provides the option of having the platform developed by a third party. PL (Comments): Who bears the costs associated with the existence of the online platform? Who is responsible for the administering of data contained on the online platform? FR (Drafting): 3. Registration on the online platform for repairers, as well as**, if applicable,** 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. FR (Comments): Afin de mettre en cohérence ce paragraphe avec le précédent, les autorités françaises suggèrent des amendements rédactionnels concernant les références aux vendeurs de biens reconditionnés. *The French authorities are suggesting, in line with the proposed amendment to the point 2 of Article 7, some amendments regarding the reference to sellers of goods subject to refurbishment and to purchasers of defective goods for refurbishment.* LV (Drafting): ~~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.~~
	IT (Drafting): **New** **4. The scope of the European online platform may be extended also to include separated and dedicated sections for business-to-business relationships and community-led repair initiatives. The registration shall be voluntary.** IT (Comments): This new Article is related to the possibillity described in recital (21) to widen the scope of the platform. We consider that this possibility should be included in the articles and not only described in a recital.

Article 8 **Enforcement**	IT (Comments): It is believed that this provision will be implemented by introducing the option to report conduct contrary to the principles of repairability to the Antitrust Authority. This measure is useful, but insufficient to guarantee all users' rights, especially those of modest economic importance. Indeed, there are fears that people will not take action, due to the fact that the costs turn out to be higher than the benefits. This situation could lead to a high risk of uncultivated micro-litigation, due to excessively high costs of access to justice. It is therefore considered appropriate to provide simple and quick remedies for the consumer. CZ (Drafting): ~~Article 8~~ ~~**Enforcement**~~ IE (Comments): It is arguable that this enforcement provision is vague and requires further particularity. On the other hand, Member States are given suitable flexibility to construct their own bespoke enforcement regime. It seems that the proposal will be transposed by creating its own enforcement mechanisms to access and utilise its public and private enforcement measures/outcomes. EE (Comments): We are still analyzing this Article. Estonia reserves the right to submit comments on this Article in the further proceedings.
1. Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.	CZ (Drafting):

	~~1. Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.~~ CZ (Comments): The Member State shall bring into force the laws, regulations and administrative provisions necessary to comply with this Proposal/Directive under Article 17 and lay down the rules on penalties under Article 11. This means that there must be an administrative procedure (or other procedure) defined under the national law that entitles competent authorities (or other bodies) to impose a fine. Besides, this Proposal (Directive) would form part of Annex I to Directive (EU) 2020/1828 under Article 13 and thus we do not see the need for this provision. LV (Comments): Considering that Directive 2020/2394 already foresees injunction measures, we do not consider this article as bringing any added value to this proposal and **strongly prefer deleting it.** The argument that the same article exists in CRD is not a strong one, as at the time of latest changes in Consumer Rights Directive, Directive 2020/2394 was not yet applicable (25.06.2023.), same argument goes for Digital content directive and Sales of Goods, so back then it made sense to keep and article like this. However, now it has become obsolete.
2. The means referred to in paragraph 1 shall include provisions allowing one or more of the following bodies, as determined by national law, to take action under national law before the courts or competent administrative bodies of the Member State to ensure that the national provisions transposing this Directive are applied:	AT (Comments): If Directive (EU) 2020/1828 is amended (see Article 13), Article 8(2) is no longer relevant and should be deleted. CZ (Drafting): ~~2. The means referred to in paragraph 1 shall include provisions allowing one or more of the following bodies, as determined by national~~

	~~law, to take action under national law before the courts or competent administrative bodies of the Member State to ensure that the national provisions transposing this Directive are applied:~~
(a) public bodies or their representatives;	CZ (Drafting): ~~(a) public bodies or their representatives;~~
(b) organisations having a legitimate interest in protecting consumers or the environment;	CZ (Drafting): ~~(b) organisations having a legitimate interest in protecting consumers or the environment;~~
(c) professional organisations having a legitimate interest in acting.	CZ (Drafting): ~~(c) professional organisations having a legitimate interest in acting.~~
Article 9 **Consumer information**	
Member States shall take appropriate measures to ensure that information on the rights of consumers under this Directive, and on the means to enforce those rights, are available to consumers, including on national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.	
Article 10 **Mandatory nature**	
1. Unless otherwise provided in this Directive, any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them, or varies their effect, shall not be binding on the consumer.	IT (Comments): We believe that including the ineffectiveness of any contractual agreements that violate this proposal is necessary to enforce the effectiveness of the proposal itself.

	EE (Comments): Article 10 stipulates a fairly standard consumer protection provision that we can generally support. It is important, however, to keep in mind that such a provision ensures a reasonable balance between the interests of consumers and repairers/producers.
2. This Directive shall not prevent the repairer from offering to the consumer contractual arrangements that go beyond the protection provided for in this Directive.	
Article 11 **Penalties**	EE (Comments): We believe that Article 11 in this form is suitable for Estonia. Considering the maximally harmonizing nature of this Directive, we consider it important that during the further proceedings the provision of penalties should not be made more specific. Article 11 should remain at such level of generality that allows the Member States to be ensured maximum flexibility.
1. Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to Articles 4, 5 and 6 and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective proportionate and dissuasive.	AT (Comments): A provision specifically on “penalties” is not necessary because Article 8 already requires the Member States to ensure that adequate and effective means exist to ensure compliance with this Directive. The member states should be able to choose which sanctions they apply, as long as these sanctions are effective, proportionate and dissuasive. IT (Comments):

	Since it is a directive of maximum harmonisation, we suggest to include published limits (at least in the maximum). LV (Comments): Latvia is against a specific penalties article in a directive where only one article is of substance while other 2 are regarding information provisions. The withholding of information foreseen in Community legal acts is regulated already by Art.7 of UCPD that contains already quite heavy penalties. In relation to Article 5 that is directly connected to secondary legislation adopted under Ecodesign directive listed in Annex II – for non-repair of these products the penalties provided in Ecodesign directive Art.20 should be equally applicable. We do not see the need for additional sanctions in this proposal therefore strongly prefer **deletion of Art.11.**
2. Member States shall, by 24 months from the entry into force notify the Commission of the rules and of the measures referred to in paragraph 1and shall notify it without delay of any subsequent amendment affecting them.	
Article 12 **Amendment to Directive (EU) 2019/771**	CZ (Drafting): ~~Article 12~~ ~~**Amendment to Directive (EU) 2019/771**~~ CZ (Comments): The Czech Republic disagrees with the proposed provision since it doubts its applicability and practical functioning. During the WP G23 meetings, the Commission has explained that the consumer is not limited in her/his choice of remedy and can refuse a cheaper or equally expensive repair, provided that this alternative causes significant inconvenience to him. However, this requires the consumer to know or estimate the costs of bringing the goods into conformity with the contract to be able to refuse the alternative remedy (repair) for significant inconvenience.

	However, how will the consumer know ahead that replacement is more expensive than the repair and that he must refuse this option in advance due to significant inconvenience (if he does not want the repair)? What certainty does the seller have if he repairs the goods in line with proposed Article 12, but the consumer refuses the repair due to significant inconvenience? Or conversely, if the consumer chooses to repair, but the trader replaces the item, how does the consumer know that the costs for repair are not greater than the costs for replacement? How can the consumer/competent authority prove this fact? Finally, we wonder the trader can offer the consumer to replace the faulty goods regardless of the costs of the alternative remedy, if he claims that it means a provision of a higher protection of consumer rights in accordance with Article 21(2) of the Sale of Goods Directive and Article 10(2) of the Proposal. FR (Comments): Les autorités françaises suggèrent l'ajout de plusieurs paragraphes à l'article 12 afin, de renforcer l'attractivité et l'effectivité de la réparation comme remède prioritaire sur le remplacement. *The French authorities suggest the addition of several points in article 12.*
	FR (Drafting): **1. Paragraph (6) of Article 10 of Directive (EU) 2019/771 is deleted.** **2. In Article 11 (1) of Directive (EU) 2019/771 the first sentence is modified as followed :** '1. Any lack of conformity which becomes apparent within ~~one year~~ **two years** of the time when the goods were delivered shall be presumed to have existed at the time when the goods were delivered,

	unless proved otherwise or unless this pre sumption is incompatible with the nature of the goods or with the nature of the lack of conformity.' **2 a. Paragraph 2 of Article 11 of Directive (EU) 2019/771 the second paragraph is deleted.** ~~'2. Instead of the one-year period laid down in paragraph 1, Member States may maintain or introduce a period of two years from the time when the goods were delivered.'~~ FR (Comments): Les autorités françaises suggèrent la suppression de la dérogation offerte aux Etats membres de permettre aux parties à un contrat de prévoir une durée de garantie de moins de deux ans pour des contrats de ventes portant sur des biens d'occasion. *The French authorities are suggesting that the option available to Member States to allow parties to a contract to provide for a guarantee period of less than two years for sales contracts relating to second-hand goods should be deleted.* Les autorités françaises proposent que la période durant laquelle la charge de la preuve est inversée en matière de garantie légale de conformité soit d'une durée de deux ans pour tout contrat portant sur la vente d'un bien, qu'il soit neuf ou d'occasion. Pour cela, elles suggèrent des modifications de l'article 11 de la directive (UE) 2019/771. *The French authorities are proposing that the reversal of the burden of proof for the legal guarantee of conformity should be two years for all the sale of goods contracts, whether new or second-hand goods. To achieve this, they suggest two amendments to Article 11 of Directive (EU) 2019/771.*
In Article 13(2) of Directive (EU) 2019/771 the following sentence is added:	SI (Comments):

	As already mentioned, Slovenia welcomes the possibility of promoting repair instead of replacement, but nevertheless believes that the level of rights that consumers already enjoy should not be reduced by the proposal. Regardless of the fact that repairs are in most cases a more sustainable choice, they are nevertheless not always the most optimal solution for the consumer in all cases of product non-conformity. CZ (Drafting): ~~In Article 13(2) of Directive (EU) 2019/771 the following sentence is added:~~ PL (Comments): The article is not needed. FR (Drafting): **3.** In Article 13(2) of Directive (EU) 2019/771 the following sentence**s** ~~is~~ **are** added: FR (Comments): Les autorités françaises suggèrent l'ajout d'une seconde mesure favorable au consommateur afin de l'encourager à la réparation sur le modèle de ce que le droit national prévoit. Un amendement rédactionnel est donc proposé en ce sens. *The French authorities are suggesting the addition of a second measure in favour of the consumer to encourage repair, along the lines of what is provided for in national law.* IE (Comments): The amendment of Article 13(2) of the Sale of Goods Directive puts

	added significance on an assessment of costs of repair. It is silent on who decides the assessment. Should there be a basis for an independent third-party assessment on the cost of repair here? Otherwise, is it open to manipulation or abuse against the 'primary' remedy of repair?
'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.'	AT (Comments): It should be clarified by giving examples in which specific cases this amendment leads to different results than the current Article 13 of Directive (EU) 2019/771. Moreover, the amendment seems to be inconsistent with Article 13(4): According to the amended Article 13(2), the consumer may not demand replacement, but only repair, if the costs for repair are not higher than the costs for replacement – regardless of whether the repair causes the consumer significant inconvenience (which would otherwise be relevant according to point c of Article 13(2)). However, according to Article 13(4)(d), significant inconvenience entitles the consumer to a reduction of the price or to terminate the the sales contract. This could lead to a situation where, in cases where repair is not possible without significant inconvenience to the consumer, the consumer can claim a price reduction or termination of the contract, but not a replacement. It is unlikely that this consequence is intended. Therefore the proposed amendment should be reconsidered. IT (Comments): The proposal favors the repair remedy to align with environmental protection goals. However, 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. To address this, it is recommended to establish a maximum repair timeframe with compensation for any delays, specific to each product category. Additionally, consumers should have the option to request a substitute

	product during the repair period to minimize the negative impact of not having access to the item. See as well our comments at recital 28. BE (Comments): We have some concerns regarding the current formulation of Article 12. More specifically, we believe that there is a discrepancy between Article 12 and Recital (28). Looking at Recital (28), it is stated that, even within the liability of the seller, the consumer remains entitled to choose repair over replacement, unless repair is impossible or would impose disproportionate costs on the seller as compared to replacement. However, this is no where to be found in Article 12. Therefore, we believe that it is recommended to clarify this in Article 12 itself. Furtermore, we note that this Proposal is missing specific measures to prevent producers of increasing the price of repair and spare parts. Since the obligation to repair only counts if repair is cheaper than replacement and the price of repair is largely determined by the producers themselves, procducers can push up prices to the point where this Proposal will be of very little value. Examples of measures the Union can take and that do not directly interfere with the market price are fiscal measures or the possibility of using a part of the environmental contribution to stimulate repair. Finally, we have doubts about the consistency of Article 12 and the objective of the Directive. The provision of Article 12 will most likely lead to a difficult trade-off between multiple elements, which will not make the decision to repair any easier FI (Comments): In accordance with the current Article 13(1) of the SGD, in order to have the goods brought into conformity, the consumer may choose between

	repair and replacement. The lack of conformity of the goods constitutes a breach of contract on the part of the seller. In this case, it should be ensured that the consumer is entitled to a proper remedy. Since the SGD applies to all types of goods, we are unsure whether repairing the goods will safeguard the consumer's legal position in all situations when there is a breach of contract. Repairing the goods as a priority, when repairing is cheaper than replacement, could cause significant inconvenience for the consumer in some cases. Thus, we think that **the proposed provision should be clearer, and at least in situations where the repair would cause unreasonable inconvenience to the consumer, the consumer should retain the right to replacement** even though the repair would be cheaper for the seller than delivering non-defective goods. LT (Comments): The proposal limits the consumer's right to choose the replacement of the product in case of the lack of conformity and the seller is obliged to eliminate the lack of conformity by repairing the product, unless the cost of repair would be higher than the cost of replacing the product. We believe that greater responsibility for product quality and also sustainability, should lie with the producer, and the aims of this directive can be achieved without changing the current system of consumer remedies. Priority should be given to consumer education measures to ensure the consumer awareness of sustainable consumption (educating why the repair is relevant and useful and how it could contribute to environmental goals). The coherence between first sentence of the current Article 13 paragraph 2 of the Sales of Goods Directive and the addition proposed by this directive remains unclear. If, according to this proposal, the product will always have to be repaired when the replacement costs are the same or higher than the repair costs, then it is not clear how the provision in the Sales of Goods Directive ‘the consumer may choose between repair and replacement’ will have to be understood.

	Besides, there can be situations, when the seller at first determines the small defect and considers that repair would be the cheaper option but later it becomes clear that the defect is more complicated and that the replacement would be cheaper than the repair. It is also relevant when providing the European Repair Information Form. This should be taken into account. CZ (Drafting): ~~'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.'~~ HR (Comments): HR expresses concern about this article and would suggest clarifying the provision. Although we support the choice of repair and reuse of products, HR is of the opinion that such provision by which consumer rights are limited and diminished must have reasonable explanation and would propose to EC to further explain the reasons for prescribing this provision. LU (Comments): Preliminary, LU has a positive initial impression of this provision as far as LU is in favour of promoting repair. However, LU believes that, in order to rebalance consumer rights, it would be necessary to consider incentives or measures to correct this loss of choice for the consumers. This could, for example, be achieved by extending the minimum duration of the legal guarantee of conformity or extending the minimum period for reversing the burden of proof. The wording of this provision should also be clarified so that the existing provisions of paragraph 2 remain consistent. The article should not state that the consumers continue to have a choice

	where such is not the case. If the repair is less expensive or at the same price as the replacement, the consumers must be offered the repair of the good (unless paragraph 4 is invoked). If repair is more expensive than replacement, the consumers have a purely theoretical choice, because if they invoke their choice to repair, the seller will probably invoke the exception in paragraph 2 concerning disproportionate costs. The wording of the entire paragraph 2 therefore needs to be reconsidered. NL (Drafting): ~~'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.'~~ NL (Comments): This provision compromises the legal position of the consumer. We support that repair should be promoted over replacement, but not in this way wich is disproportionately negative for consumers. Repair is not always the appropriate remedy for resolving non-conformity. Furthermore, the current possibility of choosing between replacement or repair actually pressures the seller in making repair as attractive and with as little inconvenience as possible, so that the consumer opts for repair rather than replacement. We have considerable doubts about the portrayed economic and sustainability outcomes in the impact assessment on this point. If you hypothetically ask consumers what they would prefer in the case of a non-conform product, repair or replacement, it is no surprise that the majority will then choose replacement. But in practice it works differently, and -as the commission itself points out- most consumers are not fully aware of their legal position. We therefore believe that the results outlined above will not be achieved. In addition, the legal position of consumers is unnecessarily worsened by this element of the proposal, while not anything proportional in return is

	done for consumers. We are not proposing any other text at this point for now, because we believe that adjusting the current text in the SGD with a view to sustainability can only be done appropriately in the context of a broader on the connection between conformity, sustainability and associated rights and obligations of consumers and sellers. Simply eliminating the choice of substitution for consumers does not in any way encourage the production of more compliant products that last longer, where most sustainability gains can be made. PL (Comments): The proposed rule cannot be accepted. It limits existing consumer rights. The choice between a replacement and the repair should be left to the consumer. PT (Comments): PT expresses its reservations regarding this amendment to Article 13(2) of Directive (EU) 2019/771, in particular as regards the imposition of repair in the event of lack of conformity of the goods, thus eliminating the current solution which allows the consumer to choose between repair and replacement. PT considers it essential to **ensure that the incentive to repair does not result in a lowering of the current level of protection of the rights and interests of European consumers**. Moreover, it is not clear how the solution presented is compatible with the provisions of the current Article 13(2) of the Directive, nor does recital 28 clarify the relationship between the new provision of Article 12 of the proposed Directive and the principle of "disproportionality" currently provided for in the sales of goods Directive. It is **not clear how the assessment of "disproportionality" could be helpful when the provision imposes reparation on the mere assumption that the cost of repair is equal to that of replacement**. In addition, and in view of the solution put forward in the proposal for a

	Directive, the following comments/questions should be made: 1) Given that the reparation is based on an economic criterion and that the recitals do not make this criterion more precise, could the Member States make it more precise when transposing the Directive? 2) On the other hand, it is questionable whether it is up to the economic operator to determine whether repair is less expensive than replacement. If so, and in order to make this assessment more transparent for the consumer, should minimum criteria not be established for the methodology to be used for this assessment? Thus, in a first analysis, **it is considered that this provision should be further clarified in order to ensure the protection of consumer rights and interests**. FR (Drafting): '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.' **'Any goods repaired under the legal guarantee of conformity benefits from a six-month extension of this guarantee.'** **'Upon request from consumers, sellers shall provide detailed information about the product failure analysis and the repair cost evaluation.'** FR (Comments): 1. Les autorités françaises proposent ainsi 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. 2. L'obligation de réparer ne s'applique que si le prix de la réparation n'excède pas celui du remplacement. Or la détermination du prix de la réparation est entre les mains du professionnel. Ce manque de

	transparence pourrait créer une échappatoire au détriment de la réparation. Les autorités françaises proposent 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 tenu de fournir au consommateur, sur demande, des informations détaillées sur l'analyse de la panne et sur le coût de la réparation. *1. The French authorities are therefore proposing the addition of a 6-month extension period to the legal guarantee when a good has been repaired under the legal guarantee of conformity.* *2. The obligation to repair only applies if the cost of repair does not exceed the cost of replacement. However, the determination of the price of repair is in the hands of the seller. This lack of transparency could lead to the measure being circumvente to the detriment of repair. The French authorities are proposing to strengthen the measure by introducing an obligation for the seller to be transparent in analysing the breakdown or defect and determining the cost of repair. The seller would be required to provide the consumer, on request, with detailed information on the analysis of the fault and the cost of repair.* LV (Comments): We are in favor of the idea of prioritizing repair over replacement, however, we are of the opinion that the entire SGD article 13 should be revised to provide clear rules for consumers and businesses. The proposed addition to the article creates contradictions - one part provides a choice, the other prohibits this choice, which will not be understandable to consumers. There is also no clarification in Recital 28 either, it does not help to understand the purpose and proportionality of this article. EE

	(Comments): We believe that the proposed amendment to Article 13(2) of Directive (EU) 2019/771 may, to some extent, direct consumers to use repair as a remedy more than it has been done so far. However, to us it is not clear enough what exactly the Commission wants to achieve with this amendment. According to recital 28, 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. To us, however, this does not appear from the proposed amendment in this Article. According to the wording of this Article, instead, it seems that the consumer's right of choice will be complitely lost, and the decision whether to repair or replace the item is up to the seller. However, in the previous Working Party, the Commission said that the amendment to Article 13(2) of Directive (EU) 2019/771 should only give the seller the option to refuse to replace the product if the repair costs are cheaper or equivalent to the replacement. Thus, we got the impression from the previous Working Party that, firstly, the seller can still replace the product even if it would be more expensive for him/her. And secondly, that the consumer still has the right to demand either replacement or repair of the product. Therefore, we would like to get clarifications whether the Commission intended to give the seller an opportunity to refuse replacing the product, or was the intention to impose an obligation on the seller to refuse to replace the product, if the costs for replacement are equal to or greater than the costs for repair. Regardless of which approach the Commission had intended, the amendment might change the nature of consumer's rights in a situation where the seller has breached the sales contract. For the consumer it is

	already inconvenient if the seller has breached the contract by handing over a product that does not meet the conditions of the contract. For example, in a situation where a consumer buys a device that he/she will need to use in a few days, but unfortunately the next day it turns out to be defective. In such a case, if the consumer cannot ask for replacement or the seller refuses to replace the product and the repairing of the product takes longer than a few days, the consumer will lose what he/she rightly expected when concluding the sales contract. For example, in a situation where the consumer is going on a long hike in a few days, and the product that does not meet the contract conditions is some important hiking equipment. For us it is important that the consumer's interests are also protected in such situations. In the event that the Commission intended that the seller must always refuse to replace the product, if the costs for replacement are equal to or greater than the costs of repair, will also increase the administrative burden on sellers. In the case of such a change, sellers must assess in each specific case whether it is more cheaper to repair or replace the product. In general, we do not have a firm position at the moment whether we can support such a change or not. It is important to us to get clarifications what the Commission intended with this Article. If we had to choose between either of the approaches described above, we would probably prefer the approach where the seller is only given the option to refuse to replace and repair the product instead, rather than specifically being obliged to refuse. In any case, however, it is crucial that the seller's decision to repair the product instead of replacing it does not outweigh the consumer's legitimate interest in receiving a product that complies with the terms of the contract at a time convenient for the consumer and according to his/her needs. As a technical comment, we would also like to note that it is not entirely clear to us how this rule relates to, for example, Article 13(3) of the Directive (EU) 2019/771.

	MT (Comments): This is clearly a measure which is likely to yeild results in line with the objective of the proposal and should be supported. However, it should also be acknowledged that the suggested amendment may place consumers in a vulnerable position due to limited knowledge on the product itself, be it knowledge of a technical nature or more simply, regarding the cost of a similar product on the market. A different approach may be taken for products which did not function when they were first installed or developed manfunctions soon after, and products which developed a problem after a few months. The proposal is too unbalanced towards the trader and the revocation of ~~to~~ the right for consumers to choose between repair and replacement, should not be absolute. Furthermore it should be ensured that the repairs carried out under this provision are carried out without any cost to the consumer.
Article 13 **Amendment to Directive (EU) 2020/1828**	
In Annex I to Directive (EU) 2020/1828, point 67 is added:	IT (Drafting): In Annex I to Directive (EU) 2020/1828, point 6~~7~~**9** is added: IT (Comments): The reference to point 67 of Annex I of Directive (EU) 2020/1828 might be inaccurate, as points 67 and 68 respectively refer to the Digital Market Act and the Digital Service Act.
'67. Directive (EU) xx/xx of the European Parliament and of the Council	IT

of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx)'.	(Drafting): '6~~7~~**9**. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx)'. IT (Comments): See comment above.
Article 14 **Amendment to Regulation (EU) 2017/2394**	
In the Annex to Regulation (EU) 2017/2394, the following point 27 is added:	
'27. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx) '.	
Article 15 **Exercise of the delegation**	
1. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.	
2. The power to adopt delegated acts referred to in Article 5(4) shall be conferred on the Commission for a period of six years from [one month after the entry into force of this act]. The Commission shall draw up a report in respect of the delegation of power not later than nine months before the end of the six-year period. The delegation of power shall be tacitly extended for periods of an identical duration, unless the European Parliament or the Council opposes such extension not later than three months before the end of each period.	

3. The delegation of power referred to in Article 5(4) may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the delegation of the power specified in that decision. It shall take effect on the day following the publication of the decision in the Official Journal of the European Union or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.	
4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State acting in accordance with the principles laid down in the Inter-institutional Agreement of 13 April 2016 on Better Law-Making.	
5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.	
6. A delegated act adopted pursuant to Article 5(4) shall enter into force only if no objection has been expressed either by the European Parliament or the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or of the Council.	
Article 16 **Transitional provisions**	MT (Comments): Malta considers it crucial to ensure that economic actors, particularly micro-enterprises and SMEs, are granted adequate time to adjust to the provisions that this proposal will introduce. A transitional period of not less than 2 years should therefore be maintained.

Table of MS comments

1. Article 5(1) and (2) and Article 6 of this Directive shall not apply to contracts for the provision of repair services concluded before [24 months after the entry into force].	FI (Comments): We do not quite understand the rationale behind tying the application of Articles 5(1) and (2) and Article 6 to the date of conclusion of the contracts for the **provision of repair services**. The obligation to provide repair services (and information related thereto) stems from the Directive itself and thus, is not a contractual obligation based on the service contract. Therefore, **the temporal limitation should not be done by reference to the date of conclusion of a service contract but rather by limiting the application of the said provisions only to certain goods** (e.g. based on the date of introduction into the market or date of conclusion of the sales contract). In any case, the additional six months should be added for consistency with our suggestion in Article 17(1), subparagraph 3. SI (Comments): Slovenia considers that the proposed transition period of 24 months is adequate.
2. Article 12 of this Directive shall not apply to sales contracts concluded before [24 months after the entry into force]	FI (Comments): The additional six months should be added for consistency with our suggestion in Article 17(1), subparagraph 3.
Article 17 **Transposition**	MT (Comments): Malta considers it crucial to ensure that economic actors, particularly micro-enterprises and SMEs, are granted adequate time to adjust to the provisions that this proposal will introduce. A period of not less than 2 years for the introduced provisions to apply should therefore be

	maintained.
1. Member States shall bring into force the laws, regulations and administrative provisions necessary to comply with this Directive by [24 months from the entry into force] at the latest. They shall immediately inform the Commission thereof.	AT (Comments): In addition to a period within which the Member States must take measures to transpose the directive, a subsequent period (legislative vacancy) of at least six month is needed to give companies time to adapt to the new legal situation. Such a two-stage implementation regime has been provided for in numerous directives so far (e.g. the Directive on the Sale of Goods) and should also be implemented here. SI (Comments): Slovenia considers that the proposed period of 24 months for the transposition of the Directive is adequate. LV (Comments): We support the transposition period foreseen in this article, however, in addition to the 24 months for the member states we would suggest to foresee at least **6 months period for repair service providers to prepare** for fulfillment of the new provisions, especially the provision of information form should that be kept obligatory.
When Member States adopt those measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. The methods of making such reference shall be laid down by Member States.	
Member States shall apply those measures from [24 months from the entry into force].	FI (Drafting): Member States shall apply those measures from [24**+6** months from the entry into force]. FI (Comments):

	We think that Member States should start to apply the provisions of the Directive at the earliest six months after the end of the transposition period in order to give businesses sufficient preparation time.
2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive and the national online platforms on repair and goods subject to refurbishment established in accordance with this Directive.	SI (Comments): As already mentioned, regarding the national online platform on repair and goods subject to refurbishment, it proposes that this would be established at the European and not the national level.
	General comments
	AT (Comments): The joint fight against climate change is indispensable. Both, the circular economy and the green transition need to be driven forward. Austria therefore welcomes the proposal for a new directive and supports the Commission's objectives to promote repair and reuse in order to achieve more sustainable consumption and a better functioning of the internal market. Nevertheless, some proposed regulations are not readily comprehensible, which gives rise to questions of understanding and doubt. It should be in everyone's interest to phrase the proposed regulations in such way, that they are easily understandable and minimise ambiguities. This objective could be supported by giving illustrative examples and explanations in the recitals. However, the individual provisions still need to be examined, especially with regard to coherence and suitability for achieving the objectives. Lastly, it should be mentioned that there is an inconsistent translation into the German language: The term "distributor" is translated as "Vertreiber" in Article 2 point 7, but as "Verteiler" in Article 5(2). IT (Comments): As the concept of "refurbished good" is different from the one of

	"repaired good", we suggest to expressly include the former in the scope of the directive, even changing the title of the proposal. BE (Comments): Belgium welcomes the Proposal to promote the right to repair of goods. We support the objective of the Proposal and look forward to further discussions on the contents of the text. FI (Comments): **Please note: our comments and drafting suggestions are still preliminary** LT (Comments): Lithuania supports the objective of this proposal – to promote sustainable consumption. Transitioning to a circular and climate neutral economy requires not only transforming production and service business models, but also empowering the consumers to contribute to this process by changing their consumption habits. In order to promote the consumer to consume sustainably the element of trust is significant. It means that the consumer will purchase a good quality product that will not need to be repaired immediately; if repair is necessary, a convenient and high quality repair service should be provided, and the repaired product should be safe. Frequent product failures can encourage the consumer to buy the same product, only from a different producer, despite financial losses. Therefore, it is also very important to ensure that producers produce sustainable products. LU (Comments): Luxembourg welcomes the Commission's proposal laying down uniform rules promoting the repair of goods. Luxembourg is commited to promoting more sustainable consumption and production while achieving

	a high level of consumer protection. Comments and suggestions contained herein are preliminary only and may evolve during the ongoing negotiations. PT (Comments): From a Circular Economy perspective, the right to repair and its extended effectiveness is an essential instrument for extending the useful life of products. PT, therefore, welcomes the initiative and supports the underlying objectives of the initiative, which aim at strengthening the right to repair, inter alia by seeking to ensure that consumers have more repair options, notably outside the legal guarantee period. IE (Comments): It is arguable that the proposal should go further regarding the promotion of repair remedies and a refurbished goods market in the EU's internal market. It discusses the extension of a liability periods to facilitate repair which does not impact the Irish jurisdiction due to the long limitation period for contracts (6 years). However, a question arises, will it be possible for refurbished goods have the same aligned limitation period as repair goods in the respective MSs? Also, it is silent on transferability of warranties which would benefit the culture of repair and more clarification is required around the chain of liability of repaired/refurbished goods. EE (Comments): We thank the Presidency for providing the opportunity to present written comments on the proposal concerning the right to repair.

Table of MS comments

	Estonia's official position has not yet been confirmed. **Thus, all the comments above are still preliminary and subject to scrutiny reservation.**
END	**END**