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From: General Secretariat of the Council
To: Permanent Representatives Committee

No. Cion doc.: 7767/23 + ADD 1-4

Subject: Proposal for a directive of the European Parliament and of the Council on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828
- Mandate for negotiations with the European Parliament

I. INTRODUCTION

1. On 22 March 2023, the Commission submitted to the Council and the European Parliament a proposal for a Directive of the European Parliament and of the Council on common rules promoting the repair of goods¹, which aims to increase the repair and reuse of viable defective goods purchased by consumers within and beyond the legal guarantee of conformity and thus to promote sustainable consumption.

¹ 7767/23 + ADD1-4.

2. The draft Directive is based on Article 114 of the Treaty on the Functioning of the European Union (TFEU) (ordinary legislative procedure). The draft Directive is one of the initiatives set out in the Commission's 2020 New Consumer Agenda² and 2020 Circular Economy Action Plan³, and follows up the European Green Deal⁴.
3. The European Economic and Social Committee delivered its opinion on 14 June 2023⁵.
4. In the European Parliament, the Committee on the Internal Market and Consumer Protection (IMCO) has the lead responsibility. Mr. René REPASI (S&D, Germany) was appointed rapporteur. On 25 October 2023 the Committee voted its report. The European Parliament will adopt its negotiating mandate at the plenary session on 20-23 November 2023.

II. WORK CONDUCTED IN THE COUNCIL PREPARATORY BODIES

5. The Working Party on Consumer Protection and Information discussed the proposal at its meetings on 21 April, 31 May, 21 June, 14 July, 6 September, 27 September, 18 October and 9 November 2023. The impact assessment accompanying the proposal was presented and examined under the Swedish Presidency on 21 April 2023.
6. The Spanish Presidency prepared three compromise proposals⁶ based on oral and written comments from delegations and their replies to a targeted questionnaire, also bearing in mind the necessary legal coherence with the amended Directives and Regulation, and with recent proposals such as the proposal for a Regulation establishing a framework for setting ecodesign requirements for sustainable products (Ecodesign Regulation)⁷ and the proposal for a Directive on empowering consumers for the green transition⁸.

² 12976/20 (COM(2020) 696 final).

³ 6766/20 + ADD1 (COM(2020) 98 final).

⁴ 15051/19 + ADD1 (COM(2019) 640 final).

⁵ 10768/23.

⁶ 13109/23, 13109/23 REV 1, 13109/23 REV2.

⁷ 7854/22 (COM(2022) 142 final).

⁸ 14343/23.

7. At its last meeting on 9 November 2023, the Working Party on Consumer Protection and Information broadly supported the main elements of the compromise text presented by the Presidency, subject to some technical adjustments for some Member States. Following this meeting and based on the discussion held therein as well as further consultations with delegations, the Presidency adjusted the text and circulated the revised version⁹, which is identical to the text set out in the Annex to this note.
8. The compromise text reflects the continuous efforts of the Presidency to strike a balance between the different positions of delegations, while maintaining the objectives of the Commission proposal. Changes compared to the Commission proposal are marked in **bold underlined** for new text and/or ~~striketrough~~ for deletions.

III. MAIN CHANGES TO THE COMMISSION PROPOSAL

9. European Repair Information Form (Article 4 + Annex I):

The Commission proposal introduces an obligation for repairers to provide standardised key information on their repair services via the European Repair Information Form. To reduce the administrative burden in particular on small repairers, the compromise text limits this obligation to repairers who are obliged to repair, explaining that for all other repairers the provision of the Form remains a possibility. However, it is clarified that once provided and accepted by the consumer, the conditions set out in the Form will be binding on the repairer in all cases.

In addition, the text clarifies that the Form must be provided free of charge, but the consumer may be requested to pay the necessary costs of the diagnostic service where such a service is needed to identify the defect and the type of repair.

The compromise text adds the period of validity to the list of key information included in the Form and specifies that the consumer and the repairer may agree on a longer validity period than the established 30 calendar days.

⁹ 13109/23 REV3.

10. European Online Platform for repair (Articles 7, 7a and 7b):

In order to improve consumer access and convenience as well as to provide for better cross-border service, Member States prefer to have one single European Online Platform serving as matchmaker between consumers and repairers instead of 27 national platforms as proposed by the Commission. This European Online Platform will be designed and operated by the Commission with the assistance of Member States through an expert group and national contact points. Member States will be able to maintain an already existing national repair online platform or to establish one as long as it meets the conditions set out in this Directive. While the aim is to help consumers find repair service providers via the Platform, Member States can also choose to include sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment, in order to promote sustainable consumption.

11. Amendment to Directive (EU) 2019/771 (Sale of Goods Directive) (Article 12):

According to Article 13(2) of the Sale of Goods Directive, in the event of defects occurring within the liability of the seller, the consumer may choose between repair and replacement unless the remedy chosen would be impossible or, compared to the other remedy, disproportionately costly for the seller. To promote repair over replacement, the Commission proposal provides for an obligation on the seller to always repair goods when the costs for replacement are equal to or higher than the costs for repair. Most Member States consider this an unacceptable limitation of consumers' options and prefer promoting repair by other means within the liability of the seller. Thus, the compromise text maintains the consumer's choice regarding the remedy and extends the seller's liability period by six months where repair takes place as the remedy to bring the goods into conformity. In addition, it introduces an obligation for the seller to inform the consumer about their right to choose between repair and replacement as well as the possible extension of the liability period. Member States are allowed to increase the six-month extension period or provide for more than one extension to further incentivise repair.

12. Other important changes:

- a) **Definitions (Article 2):** The definition of “repair” and “durable medium” are added to the list of definitions. Furthermore, Member States considered that the reference to “producer” could lead to confusion since the definition of “producer” is referred to the definition of “manufacturer” included in the proposal for the Ecodesign Regulation. Therefore, “producer” is replaced by “manufacturer” in the compromise text.
- b) **Obligation to repair (Article 5):** The compromise text requires manufacturers to perform their obligation to repair within a reasonable time and, unless it is provided for free, for a reasonable price so that consumers are not intentionally deterred from benefitting from this obligation.
- c) **Transposition (Article 17):** The compromise text provides for a longer transposition period; the additional six months would allow businesses to adapt to the new requirements.

IV. CONCLUSION

13. The Permanent Representatives Committee is therefore invited to confirm agreement on the text of the mandate for negotiations with the European Parliament, as set out in the annex to this note, to enable the Presidency to conduct those negotiations.
14. In accordance with the approach to legislative transparency endorsed by Coreper on 14 July 2020¹⁰, and in full consistency with Regulation (EC) 1049/2001 and the Council’s Rules of Procedure, the text of the mandate thus agreed will be made public unless the Permanent Representatives Committee objects.

¹⁰ 9493/20.

2023/0083 (COD)

Proposal for a

DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

**on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394,
Directives (EU) 2019/771 and (EU) 2020/1828**

(Text with EEA relevance)

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

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

Having regard to the proposal from the European Commission,

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

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

Acting in accordance with the ordinary legislative procedure²,

¹ OC J [...]

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

Whereas:

- (1) Directive (EU) 2019/771 of the European Parliament and of the Council³ pursues the objective of improving the functioning of the internal market, while achieving a high level of consumer protection. In the context of the green transition, this Directive pursues the objective of improving the functioning of the internal market, while promoting more sustainable consumption, and thereby complements the objective pursued by Directive (EU) 2019/771.
- (2) In order to achieve these objectives, and in particular to facilitate cross-border provision of services and competition among repairers of goods purchased by consumers in the internal market, it is necessary to lay down uniform rules promoting the repair of goods purchased by consumers within and beyond the liability of the seller established by Directive (EU) 2019/771. Member States have already taken or are considering to introduce rules promoting repair and reuse of goods purchased by consumers outside the existing liability of the seller established by Directive (EU) 2019/771. Differing mandatory national rules in this area constitute actual or potential obstacles to the functioning of the internal market, adversely affecting cross-border transactions of economic operators acting on that market. Those operators may have to adapt their services to comply with the different mandatory national rules and may be faced with additional transaction costs for obtaining the necessary legal advice on the requirements of the law of the Member State of the consumer's habitual residence, when applicable pursuant to Regulation (EC) 593/2008 of the European Parliament and of the Council⁴, and to adapt their contracts for the provision of repair services accordingly. This will affect, in particular, small and medium sized enterprises, mostly represented in the repair sector. Legal fragmentation may also negatively affect consumer confidence in cross-border repair due to uncertainties regarding factors which are important for the decision to repair goods.

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

⁴ Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).

- (3) In order to reduce premature disposal of viable goods purchased by consumers and to encourage consumers to use their goods longer, it is necessary to 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.
- (4) Regulation (EU)... of the European Parliament and of the Council [on the Ecodesign Sustainable Products] lays down, in particular, supply-side requirements pursuing the objective of more sustainable product design at the production phase. Directive (EU)... of the European Parliament and of the Council [on Empowering consumers for the green transition] lays down demand-side requirements ensuring the provision of better information on durability and reparability of goods at the point of sale, which should enable consumers to make informed sustainable purchasing decisions. This Directive complements those supply-side and demand-side requirements, by promoting repair and reuse in the after-sales phase ~~both within and~~ outside the liability of the seller. **In addition, Article 13 of established by Directive (EU) 2019/771 is amended to promote repair within the liability of the seller.** This Directive thus pursues the objectives, in the context of the European Green Deal, of promoting a more sustainable consumption, a circular economy and the green transition.

- (5) This Directive should not affect the freedom of Member States to regulate aspects of contracts for the provision of repair services other than those harmonised in Union law. **This Directive shall not affect either the freedom of Member States to regulate aspects of general contract law, such as rules on the formation, validity, nullity or effects of contracts, including the consequences of the termination of a contract, in so far as they are not regulated in this Directive, or the right to damages. This Directive is without prejudice to Regulation (EU) 2023/988⁵ of the European Parliament and the Council, in particular in the case of a product safety recall.**
- (5a) Member States remain free, where compatible with the obligations laid down in this Directive and other applicable Union law, to maintain or introduce provisions on other aspects of promoting the repair of goods which can complement the rules set in this Directive, for example regarding commercial guarantees, the existence of repair service centers or finance incentives to repair.**
- (5b) In order to fully exploit the benefits of this Directive, it should apply to all goods. However, the provisions concerning the obligations to repair and to inform as specified in this Directive should only apply to goods for which reparability requirements are provided for by Union legal acts, in order to strengthen consumer protection for specific categories of products.**
- (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.

⁵ **Regulation (EU) 2023/988 of the European Parliament and of the Council of 10 May 2023 on general product safety (OJ L 135, 23.5.2023, p. 1–51).**

(7) In order to help consumers identify and choose suitable repair services, consumers should receive key information on repair services. The European Repair Information Form should lay down key parameters that influence consumer decisions when considering whether to repair defective goods. This Directive should set out a ~~model~~-standardised format. A standardised format for presenting repair services should allow consumers to assess and easily compare repair services. Such standardised format should also facilitate the process of providing information on repair services, in particular for micro, small and medium sized businesses providing repair services. In order to avoid additional burdens due to overlapping pre-contractual information requirements, a repairer should be deemed to have fulfilled corresponding information requirements of relevant EU legal acts, where applicable, if the European Repair Information Form has been filled in correctly and provided to the consumer. **In addition to the mandatory conditions that should be specified on the European Repair Information Form, as a competitive advantage, the repairers should be able to voluntarily provide supplementary information for the consumer, such as concerning their adherence to applicable voluntary European or national repair quality standards or the possibility of deducting the possible costs for identifying the nature of the defect and the type of repair.** Information in the European Repair Information Form should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882⁶.

⁶ Directive 2019/882/EU of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70).

- (8) The consumer's free choice to decide by whom to have its goods repaired should be facilitated by requesting the European Repair Information Form not only from the producer, but also from the seller of the goods concerned or from independent repairers, where applicable. Repairers should provide the European Repair Information Form only where the consumer requests that form and the repairer intends to provide the repair service or it is obliged to repair. A consumer may also choose not to request the European Repair Information Form and to conclude a contract for the provision of repair services with a repairer pursuant to pre-contractual information provided by other means in accordance with Directive 2011/83/EU of the European Parliament and the Council.⁷ **Manufacturers, authorised representatives, importers or distributors who have an obligation to repair, and, where applicable, subcontractors, should provide the European Repair Information Form upon the consumer's request. Other repairers can also provide the European Repair Information Form voluntarily, or when the consumer requests it. The European Repair Information Form should be provided within a reasonable period of time, which should correspond to the shortest possible time necessary.**

⁷ 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).

- (9) **The European Repair Information Form should be provided free of charge. However,** ~~There are situations in which a repairer incurs costs necessary for~~ **needs to perform a diagnostic service, i.e. inspecting the goods to identify the nature of the defect or the type of repair. In that case the repairer should be able to request the consumer to pay the necessary costs the repairer incurs, including labour or transportation costs,** ~~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.~~ **Such costs should be reasonable and proportionate to the real cost of the diagnostic service.** In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about such costs before **the diagnostic service takes place and before** ~~the consumer requests the provision of the European Repair Information Form. Consumers may refrain from requesting the~~ **diagnostic service and the** European Repair Information Form where they consider that the costs for **the diagnostic service** ~~obtaining that form~~ are too high. **If the consumer chooses to have the product repaired, the repairer should be able to deduct such costs from the price of the repair. This is without prejudice to Member States' rules on mandatory deduction of such costs. The deduction could be communicated through the European Repair Information Form.**

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

(10a) In order to safeguard the obligation to repair, manufacturers, authorised representatives, importers or distributors and, where applicable, subcontractors, should be obliged to repair if the consumer accepts the conditions provided in the European Repair Information Form. Member States should provide for proportionate and effective remedies for consumers where the repairer does not perform the repair service after the consumer accepted the European Repair Information Form provided by the repairer. Such remedies can include a reimbursement of the cost paid for the diagnostic service.

- (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~~ **manufacturers** to repair goods to which reparability requirements imposed by Union legal acts apply. That repair obligation should be imposed, upon the consumer's request, on the ~~producers~~ **manufacturers** of such goods, since they are the addressees of those reparability requirements. That obligation should apply to ~~producers~~ **manufacturers** established both inside and outside the Union in relation to goods placed on the Union market.
- (12) Since the obligation to repair imposed on ~~producers~~ **manufacturers** under this Directive covers defects that are not due to the non-conformity of the goods with a sales contract, ~~producers~~ **manufacturers** may provide repair ~~against another kind of consideration~~ **against for** a price paid by the consumer, ~~against another kind of consideration~~, or for free. The charging of a price should encourage ~~producers~~ **manufacturers** to develop sustainable business models, including the provision of repair services. Such a price may take into account, for instance, labour costs, costs for spare parts, costs for operating the repair facility and a customary margin. **The price should be reasonable meaning it should be set in such a way that consumers are not intentionally deterred from benefitting from the manufacturers' obligation to repair.** The price for and the conditions of repair should be agreed in a contract between the consumer and the ~~producer~~ **manufacturer** and the consumer should remain free to decide whether that price and those conditions are acceptable. The need for such a contract and the competitive pressure from other repairers should encourage ~~producers~~ **manufacturers** who are obliged to repair to keep the price acceptable for the consumer. The repair obligation may also be performed for free when the defect is covered by a commercial guarantee, for instance, in relation to guaranteed durability of goods.

- (13) ~~Producers~~ **Manufacturers and, where applicable, authorised representatives, importers and distributors,** may fulfil their obligation to repair by sub-contracting repair, for instance, if ~~the producer~~ **they does do** 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.~~ **However, they should remain liable for the obligation to repair.**
- (14) The requirements laid down in delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council⁸, according to which ~~producers~~ **manufacturers** ~~should~~ **are to** provide access to spare parts, repair and maintenance information or any repair related software tools, firmware or similar auxiliary means, apply. Those requirements ensure the technical feasibility of repair, not only by the ~~producer~~ **manufacturer**, but also by other repairers. As a consequence, **the repairers and, where applicable, consumers will have access to spare parts and repair-related information and tools in accordance with the Union legal acts and** the consumer can select a repairer of its choice **will have a wider choice of repairers or, where applicable, the possibility to repair by themselves.**
- (15) The obligation to repair should also be effective in cases where the ~~producer~~ **manufacturer** is established outside the Union. In order to enable consumers to turn to an economic operator established within the Union to perform this obligation, this Directive foresees a sequence of alternative economic operators required to perform the obligation to repair of the ~~producer~~ **manufacturer** in such cases. This should enable ~~producers~~ **manufacturers** located outside the Union to organise and perform their obligation to repair within the Union.

⁸ 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).

(16) To avoid overburdening ~~producers~~ **manufacturers** and to ensure they are able to perform their obligation to repair, that obligation should be limited to those products for which and to the extent any reparability requirements are provided for in Union legal acts. Reparability requirements do not oblige ~~producers~~ **manufacturers** to repair defective goods, but ensure that goods are repairable. Such reparability requirements can be laid down in relevant Union legal acts. Examples are delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council⁹, which create a framework to improve the environmental sustainability of products. This limitation of the obligation to repair ensures that only those goods which are repairable by design are subject to such obligation. Relevant reparability requirements include design requirements enhancing the ability to disassemble the goods and a range of spare parts to be made available for a minimum period. The obligation to repair corresponds to the scope of the reparability requirements, for instance, ecodesign requirements may apply only to certain components of the goods or a specific period of time may be set to make spare parts available. The obligation to repair under this Directive, which allows the consumer to claim repair directly against the ~~producer~~ **manufacturer** in the after-sales phase, complements the supply-side related reparability requirements laid down in Regulation [on the Ecodesign Sustainable Products], encouraging consumer demand for repair.

⁹ 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).

- (17) To ensure legal certainty, this Directive lists in Annex II relevant product groups covered by such reparability requirements under Union legal acts. In order to ensure coherence with future reparability requirements under Union legal acts, the power to adopt acts in accordance with Article 290 of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of in particular adding new product groups to Annex II when new reparability requirements are adopted. It is of particular importance that the Commission 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-Making¹⁰. In particular, to ensure equal participation in the preparation of delegated acts, the European Parliament and the Council should receive all documents at the same time as Member States' experts, and their experts systematically should have access to meetings of Commission expert groups dealing with the preparation of delegated acts.
- (18) While this Directive imposes the obligation to repair on the ~~producer~~ **manufacturer**, it also facilitates consumer choice of repair services from other repairers. This choice should in particular be facilitated by ~~requesting~~ **comparing** the European Repair Information Form **provided by** not only ~~from the producer~~ **manufacturer** but also **by** ~~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~~ **manufacturers** which may for instance be located at a greater distance and for which the price could be higher due to transportation costs.

¹⁰ Interinstitutional Agreement between the European Parliament, the Council of the European Union and the European Commission on Better Law-Making (OJ L ~~243~~ **123**, 12.5.2016, p. 1).

- (19) In line with Directive (EU) 2019/771, a ~~producer~~ **manufacturer** should be exempted from the obligation to repair where repair is factually or legally impossible. For example, the ~~producer~~ **manufacturer** should not refuse repair for purely economic reasons, such as the costs of spare parts, **or for the sole reason that a previous repair has been performed by other repairers or, where applicable, by the consumer**. National law implementing Directive (EU) 2019/771 or the preceding Directive 1999/44/EC of the European Parliament and of the Council¹¹ is already using the criterion whether repair is impossible and national courts are applying it.
- (20) In order to increase the consumer awareness on the availability of repair and thus its likelihood, ~~producers~~ **manufacturers and, where applicable, authorised representatives, importers and distributors**, should inform consumers ~~of the existence of that~~ **by making available information on their obligation to repair and their repair services. The information should be available at least during the entire duration of the obligation to repair, which could be understood as starting from the moment of placing on the market until the expiry of the repairability requirements.** The information should mention the relevant goods covered by that obligation, together with an explanation that and to what extent repair is provided for those goods, for instance through sub-contractors. That information should be easily accessible to the consumer and provided in a clear and comprehensible manner, without the need for the consumer to request it, and in line with the accessibility requirements of Directive 2019/882. The ~~producer~~ **manufacturer** is free to determine the means through which it informs the consumer, **such as a website or the Digital Product Passport**.

¹¹ Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees (OJ L 171, 7.7.1999, p. 12).

- (21) In order to encourage repair, Member States should ensure that for their territory at least one online platform exists which enables consumers to search for suitable repairers. **a European Online Platform should be created. The Commission should develop a common online interface for the European Online Platform which would contain national sections managed by the Member States and, where Member States establish a national platform, include links to these national platforms. The Commission should be responsible for ensuring the IT maintenance of the European Online Platform and respond to IT-related queries from the users.**
- The European Online Platform should be accessible for free for consumers. Where Member States consider it necessary, they can set out conditions for accessing the national sections, such as meeting criteria on professional qualifications or showing adherence to applicable voluntary European or national repair quality standards. The European Online Platform should be able to facilitate other types of complementary market-based instruments, like community-led repair initiatives. The national conditions for accessing the national section of the European Online Platform must be non-discriminatory and in accordance with Union law. In particular, all repairers should be able to access the national sections upon request if they fulfil the applicable requirements, such as professional qualifications. Member States that choose to set conditions in their national sections should benefit from six additional months to make their national section operational.**

It should be left to Member States' discretion how to populate the national sections, for instance by self-registration or by importing in bulk data from existing databases with the consent of the repairers or by making registration subject to prior approval. That platform may be an existing or privately operated platform, if it meets the conditions laid down in this Directive. Member States should use the common online interface for their national sections. However, to take into account that some Member States have invested resources in developing their own platforms to promote repair and not to create excessive administrative burden, as well as to allow for appropriate flexibility while fulfilling the same objective, Member States may choose to maintain or establish a national repair online platform which fulfills the specified requirements of this Directive and should not be obliged to use the common online interface nor to designate national contact points. Such national repair platforms should be accessible from the European Online Platform. They could be operated privately if they meet the conditions laid down in this Directive.

(21a) ~~That platform~~ **The common online interface** should include user-friendly and independent comparison tools **to search for repairers by Member State** which assist consumers in assessing and comparing the merits of different repair service providers, thereby incentivising consumers to choose repair instead of buying new goods. While that **the European Online Platform** ~~platform~~ aims at facilitating the search for repair services in business-to-consumer relationships, **in order to promote sustainable consumption, Member States can extend the scope of their national section on the European Online Platform to include sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment.** ~~Member States are free to extend its scope also to include business to business relationships as well as community led repair initiatives.~~

(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 designate a representative to be part of an expert group established by the Commission with regard to the design and functioning of the European Online Platform, in order to facilitate coordination between the Commission and the Member States.**

(22a) Member States should also designate national contact points responsible for tasks in relation to the management of their national section. 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. **National contact points or any other body the Member State designates can, where in accordance with Union law, carry out surveillance on the data contained in the national section aimed at detecting, identifying and removing non-valid information.**

- (23) Member States The European Commission should ensure that consumers have the European Online Platform provides easy and free of charge access to the online platform consumers. The European Online Platform should also allowing them consumers to find suitable repair services for their defective goods and, where applicable, sellers of goods that have been subject to refurbishment or purchasers of defective goods for refurbishment. Consumers should be able to use search functions in order to filter by different features like product categories, availability of temporary replacement goods, quality indicators and any repair condition, including location of the repairer and the possibility of cross border provision of services. The online platform European Online Platform should also be accessible to vulnerable consumers, including persons with disabilities, in accordance with applicable Union law relating to accessibility.
- (24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the ~~online platform~~ European Online Platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in question, in particular the average time to complete repair, the availability of temporary replacement goods, the place where the consumer hands over the goods for repair and the availability of ancillary services. Repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment should be encouraged to regularly update their information on the ~~online platform~~ European Online Platform. In order to build consumer confidence in the repair services available on the ~~online platform~~ European Online Platform, repairers should be able to demonstrate their adherence to certain repair standards.

- (25) In order to facilitate obtaining the European Repair Information Form, the **European Online Platform** ~~online platform~~ should include the possibility for consumers to directly request that form from the repairer through the **European Online Platform** ~~online platform~~. This possibility should be displayed in a prominent manner on the **European Online Platform** ~~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 Council¹². To raise consumer awareness of the **European Online Platform** ~~online platform~~, **the Commission and the** Member States should undertake appropriate steps, for instance sign-post the **European Online Platform** ~~online platform~~ on related national websites or carry out communication campaigns.~~
- (26) ~~In order to promote sustainable consumption of goods in situations outside the liability of the seller, the online platform should also promote goods subject to refurbishment as an alternative to repair or to buying new goods. To that end, the online platform should include a functionality allowing consumers to find sellers of goods subject to refurbishment or businesses buying defective goods for refurbishment purposes, in particular by enabling a search function per product category. Such sellers of goods subject to refurbishment or purchasers of defective goods for refurbishment should have access to the platform based on the same principles and technical specifications applicable to the repair functionality.~~

¹² ~~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).~~

(27) The Commission should enable the development of a voluntary European quality standard for repair services, for instance by encouraging and facilitating voluntary cooperation on a standard between businesses, public authorities and other stakeholders or by issuing a standardisation request to the European standardisation organisations. A European **quality** standard for repair services could boost consumer trust in repair services across the Union. Such standard could include aspects influencing consumer decisions on repair, such as the time to complete repair, the availability of temporary replacement goods, quality assurances such as a commercial guarantee on repair, and the availability of ancillary services such as removal, installation and transportation offered by repairers.

(27a) The enforcement provisions set out in this Directive are without prejudice to Directive (EU)2020/1828.

(28) In order to promote repair within the liability of the seller, **to the benefit of consumers and the protection of the environment**, 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 **amended**. 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 **between** repair over **and** 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 **the Directive introduces a new obligation to inform. In particular, the seller should inform the consumer about their right to choose between repair and replacement as well as the extension of the liability period if they choose repair, thus raising awareness about both alternatives and the advantage of choosing repair. This information requirement and the extension of the liability period should encourage sustainable consumption and contribute to a circular economy.** 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.

(28a) As a way to incentivise consumers to choose repair to bring goods into conformity within the liability of the seller, and therefore to promote repair, where the consumer chooses repair as the remedy to bring the goods into conformity, the liability period should be extended by six months, therefore adding it to the remaining liability period of the product. The extension should apply once. However, Member States can further incentivise repair by providing for additional extensions of the liability of the seller if repair takes place again. Member States can also introduce or maintain rules to extend the liability of the seller in case of repair for periods longer than six months. In line with Directive (EU) 2019/771, where the extension of the liability period applies, the seller should be liable for any lack of conformity which exists at the time when the goods were delivered and which becomes apparent within the remaining liability period of the product, which includes the extension. The extension of the liability period is without prejudice to consumers rights provided in Article 13(4) of Directive (EU) 2019/771. This Directive is without prejudice to Member States introducing or maintaining provisions which provide for a longer extension of the liability period only for repaired parts in accordance with Directive (EU) 2019/771. Taking into account the flexibility provided by Directive (EU) 2019/771, Member States which do not provide for fixed time limits for the liability of the seller or only provide a limitation period for the remedies should ensure that the liability of the seller in the event of repair is at least equivalent to two years and six months, corresponding to the minimum period of liability of the seller set in Article 10(1) of Directive (EU) 2019/771 and the minimum extension in the event of repair.

- (29) In order to enable the enforcement of the rules set out in this Directive by means of representative actions, an amendment of Annex I to Directive (EU) 2020/1828 of the European Parliament and of the Council¹⁶ is necessary. For competent authorities designated by their Member States to cooperate and coordinate actions with each other and with the Commission in order to enforce compliance with the rules set out in this Directive, an amendment of the Annex to Regulation 2017/2394 of the European Parliament and of the Council¹⁷ is necessary.
- (30) In order to allow economic operators to adapt, transitional provisions concerning the application of some Articles of this Directive should be introduced. ~~Thus, the obligations to repair and to provide related information on this obligation should apply to contracts for the provision of repair services after [24 months after the entry into force].~~ The amendment to Directive (EU) 2019/771 should apply only to sales contracts concluded after [24 + 6 months after the entry into force] to ensure legal certainty and to provide sellers with sufficient time to adapt to the amended remedies of repair and replacement.
- (31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents¹⁸, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified.

- (32) Promoting the repair of goods purchased by consumers, with a view to contributing to the proper functioning of the internal market while providing for a high level of environmental and consumer protection, cannot be sufficiently achieved by the Member States. Emerging national mandatory rules promoting sustainable consumption by way of repair of defects outside the scope of Directive (EU) 2019/771 are likely to diverge and lead to fragmentation of the internal market. Member States may not amend the fully harmonised rules concerning defects within the liability of the seller set out in Directive (EU) 2019/771. The objective of this Directive can rather, by reason of its scale and effects, better be achieved at Union level through fully harmonised common rules promoting repair within and outside the liability of the seller established in Directive (EU) 2019/771. The Union may therefore adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve this objective.
- (33) This Directive respects the fundamental rights and freedoms and seeks to ensure full respect in particular for Articles 16, 26, 37, 38 and 47 of Charter of Fundamental Rights of the European Union. It contributes to an improvement of the quality of the environment in accordance with Article 37 of the Charter of Fundamental Rights of the European Union by promoting sustainable consumption of goods and thereby reducing negative environmental impacts from premature disposal of viable goods. This Directive ensures full respect for Article 38 on consumer protection by enhancing consumer rights relating to defects that occur or become apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771. It also ensures respect for the freedom to conduct a business in accordance with Article 16 of the Charter of Fundamental Rights of the European Union by safeguarding contractual freedom and encouraging the development of repair services in the internal market. This Directive contributes to the integration of persons with disabilities in accordance with Article 26 the Charter of Fundamental Rights of the European Union by facilitating accessibility to the online platform for persons with disabilities. This Directive seeks to ensure full respect for Article 47 on the right to an effective remedy and to a fair trial through effective means of enforcement.

HAVE ADOPTED THIS DIRECTIVE:

Article 1

Subject matter, purpose and scope

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

Article 2

Definitions

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

1. 'consumer' means a consumer as defined in Article 2, point (2) of Directive (EU) 2019/771;
2. 'repairer' means any natural or legal person who, related to that person's trade, business, craft or profession, provides a repair service, including ~~producers~~ **manufacturers** and sellers that provide repair services and repair service providers whether independent or affiliated with such ~~producers~~ **manufacturers** or sellers;
- 2a. 'repair' means repair as defined in Article 2, point (20), of Regulation [on the Ecodesign for Sustainable Products];**
3. 'seller' means a seller as defined in Article 2, point (3) of Directive (EU) 2019/771;
4. '~~producer~~ **manufacturer**' means a manufacturer as defined in Article 2, point (42) of Regulation [on the Ecodesign for Sustainable Products];
5. 'authorised representative' means authorised representative as defined in Article 2, point (43), of Regulation [on the Ecodesign for Sustainable Products];
6. 'importer' means importer as defined in Article 2, point (44), of Regulation [on the Ecodesign for Sustainable Products];
7. 'distributor' means distributor as defined in Article 2, point (45), of Regulation [on the Ecodesign for Sustainable Product];
8. 'goods' means goods as defined in Article 2, point (5)₂ of Directive (EU) 2019/771 except water, gas and electricity;

9. ‘refurbishment’ means refurbishment as defined in Article 2, point (18), of Regulation [on the Ecodesign for Sustainable Products];
10. ‘reparability requirements’ ~~mean~~ **means** requirements under the Union legal acts listed in Annex II which enable a product to be repaired including requirements to improve its ease of disassembly, access to spare parts, and repair-related information and tools applicable to products or specific components of products;
- 10a. **‘durable medium’ means durable medium as defined in Article 2, point (11), of Directive (EU) 2019/771.**

Article 3

Level of harmonisation

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

Article 4

European Repair Information Form

1. Member States shall ensure that, ~~before a consumer is bound by a contract for the provision of repair services, the repairer~~ **manufacturers, authorised representatives, importers or distributors who have an obligation to repair by virtue of Article 5 or, where applicable, their subcontractors** shall provide the consumer, upon request, with the European Repair Information Form set out in Annex I. **The European Repair Information Form shall be provided** on a durable medium ~~within the meaning of Article 2(11) of Directive 2019/771/EU~~ **and within a reasonable period of time from the request and before the consumer is bound by a contract for the provision of repair services.**

2. Repairers other than those obliged to repair by virtue of Article 5 **referred to in the first paragraph** shall not be obliged to provide the European Repair Information Form where they do not intend to provide the repair service. **may offer the European Repair Information Form voluntarily or may provide it upon the consumer's request.**

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

3. **By way of derogation from paragraph 2a, where a diagnostic service is needed to identify the nature of the defect and the type of repair,** ~~the~~ 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~~ **this service.**

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~~ **of the diagnostic service.**

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

- (a) the identity of the repairer;
- (b) the geographical address at which the repairer is established as well as the repairer's telephone number and email address and, if available, other means of online communication which enable the consumer to contact, and communicate with, the repairer **in a quickly and, efficiently and accessible manner;**

- (c) the good to be repaired;
- (d) the nature of the defect and the type of repair suggested;
- (e) the price or, if the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated and the maximum price for the repair;
- (f) the ~~estimated~~ time needed to complete the repair;
- (g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;
- (h) the place where the consumer hands over the goods for repair,
- (i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the **detailed** costs of those services, if any, for the consumer;

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

(i) where applicable and on voluntary basis, additional information.

5. The repairer shall not alter the conditions of repair specified in the European Repair Information Form for a period of 30 calendar days as from the date on which that form was provided to the consumer, ~~unless the repairer and the consumer have agreed otherwise.~~

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

6. Where the repairer has supplied a complete and accurate European Repair Information Form to the consumer, it shall be deemed to have complied with the following requirements:
- (a) information requirements regarding the main features of the repair service laid down in Article 5(1) point (a), and Article 6(1), point a of Directive 2011/83/EU and Article 22(1), point (j), of Directive 2006/123/EC;
 - (b) information requirements regarding the repairer's identity and contact information laid down in Article 5(1), point (b), and Article (6)(1), points (b) and (c), of Directive 2011/83/EU, Article 22(1), point (a), of Directive 2006/123/EC and Article 5(1), points (a), (b) and (c), of Directive 2000/31/EC;
 - (c) information requirements regarding the price laid down in Articles 5(1), point (c), and Article 6(1), point (e), of Directive 2011/83/EU and Article 22(1), point (i) and (3), point (a), of Directive 2006/123/EC;
 - (d) information requirements regarding the arrangements for the performance and the time to perform the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.

Article 5

Obligation to repair

1. Member States shall ensure that upon the consumer's request, the ~~producer~~ **manufacturer** shall repair, for free or ~~against~~ **for a reasonable price and within a reasonable period of time** ~~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~~ **manufacturer** may sub-contract repair in order to fulfil its obligation to repair.
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**. **The authorised representative, importer and distributor may sub-contract repair in order to fulfil their obligation to repair.**
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.~~
- 3a. Without prejudice to the obligation to repair under this article, consumers may seek repair from any repairer of their choice.**
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~~ **regulatory** developments.

Article 6

Information on obligation to repair

Member States shall ensure that producers the manufacturer or, where applicable, the authorised representative, importer or distributor inform consumers make available, at least for the entire duration of their obligation to repair pursuant to Article 5, and provide information on ~~the~~ their repair services in an easily accessible, clear and comprehensible manner, for example through the online platform referred to in Article 7.

Article 7

European Online Platform for repair and goods subject to refurbishment

- 1. A European Online Platform for repair shall be established to allow consumers to find repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment.**
- 2. By [36 months after the entry into force] the Commission shall develop the common online interface for the European Online Platform, which shall comply with the requirements set out in paragraph 4 and be available in all official EU languages. The Commission shall thereafter ensure the technical maintenance of the common interface of the European Online Platform. The common online interface shall provide for national sections for each Member State. Member States' national sections shall feature on the European Online Platform.**
 - 2a. Member States shall use the common online interface referred to in paragraph 2 for their national sections. However, Member States which have a national repair online platform which complies with the provisions set out in paragraphs 3 and 4 are not obliged to use the common online interface. Such Member States shall ensure that their national platform is operational by [36 months after entry into force of this Directive].**

- 2b. Member States may extend the scope of their national section on the European Online Platform or, where applicable, their national platform referred to in paragraph 2a to cover not only repairers but also sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment.**
- 3. The use of the European Online Platform shall be free of charge for consumers. The registration on the national sections shall be voluntary for repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment.**
- 14. Member States shall ensure that at least one online platform exists for their territory that allows consumers to find repairers. That The common online interface for the European Online Platform platform shall:**
- (a) include search functions regarding goods, location of repair services **and cross-border provision of services**, repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and transportation, offered by repairers, and applicable European or national **repair** quality standards;
 - (aa) where applicable, include a search function to find sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment;**
 - (b) enable consumers to request the European Repair Information Form ~~via the platform~~;
 - (c) allow for regular updates of contact information and services ~~by repairers~~;
 - (d) allow repairers to indicate their adherence to applicable European or national quality standards;

- (e) enable accessibility through national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.
- (f) ensure accessibility for persons with disabilities;
- (g) provide contact forms for users to report IT-related issues and issues concerning the repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment; and**
- (h) allow for collection of data regarding the functioning of the national sections of the European Online Platform.**

2. ~~Member States shall ensure that the online platform also includes a search function by product category to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.~~
3. ~~Registration on the online platform for repairers, as well as for sellers of goods subject to refurbishment and for purchasers of defective goods for refurbishment, shall be voluntary. Member States shall determine the access to the platform in accordance with Union law. The use of the online platform shall be free of charge for consumers.~~

Article 7a

Expert Group

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

Article 7b

National contact points

- 1. By [24 months after the entry into force of this Directive] Member States shall inform the Commission about either:**
- (a) the national contact point that they have designated for the European Online Platform; or**
 - (b) the national platform that they have established or will establish in accordance with Article 7, paragraph 2a.**
- 2. By [24 months after the entry into force of this Directive] Member States using the national sections of the European Online Platform may adopt conditions, in accordance with Union law, on the access to their national section for repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment. Such conditions may, in particular, provide for prior approval of the registration on the national section by the national contact point or check requirements for professional qualifications. Such Member States shall inform the Commission of any conditions adopted by 24 months after the entry into force of this Directive at the latest.**

3. Member States using the national sections of the European Online Platform and applying the conditions referred to in paragraph 2 shall ensure that their national section is operational within 6 months from the date the Commission delivers the common online interface provided for in Article 7 paragraph 2.

4. The national contact point shall be responsible for the following tasks

- (a) providing access to their national section for registration to repairers and, where applicable, sellers of goods that have been subject to refurbishment and purchasers of defective goods for refurbishment;**
- (b) ensuring compliance with any access conditions set by Member States pursuant to paragraph 2; and**
- (c) assisting the Commission with the operation of the national sections of the European Online Platform.**

Article 8

Enforcement

1. Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.
2. The means referred to in paragraph 1 shall include provisions allowing one or more of the following bodies, as determined by national law, to take action under national law before the courts or competent administrative bodies of the Member State to ensure that the national provisions transposing this Directive are applied:
 - (a) public bodies or their representatives;
 - (b) organisations having a legitimate interest in protecting consumers or the environment;
 - (c) professional organisations having a legitimate interest in acting.

Article 9

Consumer information

Member States shall take appropriate measures to ensure that information on the rights of consumers under this Directive, and on the means to enforce those rights, are available to consumers, including on national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.

Article 10

Mandatory nature

1. Unless otherwise provided in this Directive, any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them, or varies their effect, shall not be binding on the consumer.
2. This Directive shall not prevent the repairer from offering to the consumer contractual arrangements that go beyond the protection provided for in this Directive.

Article 11

Penalties

1. Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to Articles 4, 5 and 6 and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective proportionate and dissuasive.
2. Member States shall, by 24 months from the entry into force notify the Commission of the rules and of the measures referred to in paragraph 1 and shall notify it without delay of any subsequent amendment affecting them.

Article 12

Amendment to Directive (EU) 2019/771

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

~~‘In derogation from the first sentence of this paragraph, where the costs for replacement are equal to or greater than the costs for repair, the seller shall repair the goods in order to bring those goods in conformity.’~~

- 2a. Before the seller provides the remedy to bring the goods into conformity, the seller shall inform the consumer about their right to choose between repair and replacement as well as the possible extension of the liability period, foreseen in paragraph 2b.**
- 2b. Where, in accordance with paragraph 2, repair takes place as the remedy to bring the goods into conformity, the liability period shall be extended once by six months. Member States may maintain or introduce rules providing for more than one extension or for longer periods for the extension of the liability of the seller after repair, or both.**
- 2c. Member States which, where in accordance with Article 10(3) or 10(5), do not provide for fixed time limits for the liability of the seller or only provide a limitation period for the remedies, may derogate from paragraph 2b as long as they ensure that the liability of the seller or the limitation period for remedies in the event of repair is at least equivalent to two years and six months.**

Article 13

Amendment to Directive (EU) 2020/1828

In Annex I to Directive (EU) 2020/1828, point ~~67~~ **68** is added:

'~~67~~**68**. Directive (EU) xx/xx of the European Parliament and of the Council of x on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828 (OJ L xx) '.

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

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].~~
2. Article 12 of this Directive shall not apply to sales contracts concluded before [24 + 6 months after the entry into force]

Article 17

Transposition

1. Member States shall bring into force the laws, regulations and administrative provisions necessary to comply with this Directive by [24 months from the entry into force] at the latest. They shall immediately inform the Commission thereof.

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

Member States shall apply those measures from [24+ 6 months from the entry into force].

2. Member States shall communicate to the Commission the text of the main provisions in national law which they adopt in the field covered by this Directive and the national online platforms on repair and goods subject to refurbishment established in accordance with this Directive.

Article 18

Entry into force

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

Article 19

Addressees

This Directive is addressed to the Member States.

Done at Brussels,

For the European Parliament

For the Council

The President

The President

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 Nature 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]

Estimated time Time to complete repair	<u>[Time by which the repairer undertakes to perform the service in</u> in days, counting from the conclusion of the contract until the repair will be completed]
Availability of a temporary replacement product <u>goods</u>	[A temporary replacement product <u>goods</u> means that the consumer will receive an equivalent product <u>goods</u> for use during the time of repair, the repairer has to indicate ‘Yes’ or ‘No’]
If yes, indicate the corresponding costs, if any:	[In EUR/national currency]
Place <u>to hand over the goods</u> of repair	[The place where <u>the consumer hands over the goods for</u> repair is carried out by the repairer, for instance, at the residence of the consumer, the location of the repair facility or elsewhere]
If applicable, the availability of ancillary services	[Indicate if and to the extent ancillary services such as removal, installation and transportation are offered, or ‘None’ if no ancillary service is offered for the repair concerned]
If yes, indicate the corresponding costs, if any:	[In EUR/national currency, per service offered]
<u>The period of validity of the European Repair Information Form;</u>	<u>[Period of validity of at least 30 days]</u>
<u>If applicable, additional information</u>	<u>[Additional information provided voluntarily]</u>

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

ANNEX II

LIST OF UNION LEGAL ACTS

LAYING DOWN REPARABILITY REQUIREMENTS

1. Household washing machines and household washer-dryers according to Commission Regulation (EU) 2019/2023¹³
2. Household dishwashers according to Commission Regulation (EU) 2019/2022¹⁴
- ~~3. Refrigerating appliances with a direct sales function according to Commission Regulation (EU) 2019/2024¹⁵~~
4. Refrigerating appliances according to Commission Regulation (EU) 2019/2019¹⁶
5. Electronic displays according to Commission Regulation (EU) 2019/2021¹⁷

¹³ Commission Regulation (EU) 2019/2023 of 1 October 2019 laying down ecodesign requirements for household washing machines and household washer-dryers pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).

¹⁴ Commission Regulation (EU) 2019/2022 of 1 October 2019 laying down ecodesign requirements for household dishwashers pursuant to Directive 2009/125/EC of the European Parliament and of the Council amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1016/2010 (OJ 315, 5.12.2019, p. 267).

¹⁵ ~~Commission Regulation (EU) 2019/2024 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances with a direct sales function pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 315, 5.12.2019, p. 313).~~

¹⁶ Commission Regulation (EU) 2019/2019 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances pursuant to Directive 2009/125/EC of the European Parliament and of the Council and repealing Commission Regulation (EC) No 643/2009 (OJ 315, 5.12.2019, p. 187).

¹⁷ Commission Regulation (EU) 2019/2021 of 1 October 2019 laying down ecodesign requirements for electronic displays pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EC) No 642/2009 (OJ 315, 5.12.2019, p.241).

6. Welding equipment according to Commission Regulation (EU) 2019/1784¹⁸
7. Vacuum cleaners according to Commission Regulation (EU) 666/2013¹⁹
8. Servers and data storage products according to Commission Regulation (EU) 2019/424²⁰
9. ~~Mobile phones, cordless phones and **slate** tablets according to Commission Regulation (EU) **2023/1670**²¹...~~

¹⁸ Commission Regulation (EU) 2019/1784 of 1 October 2019 laying down ecodesign requirements for welding equipment pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 272, 25.10.2019, p. 121).

¹⁹ Commission Regulation (EU) 666/2013 of 8 July 2013 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for vacuum cleaners (OJ 192, 13.07.2013, p. 24).

²⁰ Commission Regulation (EU) 2019/424 of 15 March 2019 laying down ecodesign requirements for servers and data storage products pursuant to Directive 2009/125/EC of the European Parliament and of the Council and amending Commission Regulation (EU) No 617/2013 (OJ 74, 18.03.2019, p. 46).

²¹ **Commission Regulation (EU) 2023/1670 of 16 June 2023 laying down ecodesign requirements for smartphones, mobile phones other than smartphones, cordless phones and slate tablets pursuant to Directive 2009/125/EC of the European Parliament and of the Council and amending Commission Regulation (EU) 2023/826 (OJ L 214, 31.8.2023, p. 47–93).**