

EISMEA - Design and behavioural research study to create an EU harmonised label for the commercial guarantee of durability and an EU harmonised notice on the legal guarantee of conformity

Annex B – Detailed Results Task 1

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Table of Contents

1	Introduction	0
2	Results literature review and desk market research (Subtask 1.1)	1
	2.1 Results of the literature review	1
	2.2 Results of the desk market research and suitability analysis	18
3	Results introductory stakeholder survey (Subtask 1.2)	39
	3.1 Technical information	39
	3.2 Results on the harmonised label	43
	3.3 Results on the harmonised notice	52
	3.4 Results on the harmonised label and notice	55
4	Results second stakeholder survey (Subtask 1.3)	59
	4.1 Technical information	59
	4.2 Results on the harmonised label	65
	4.3 Results on the harmonised notice	97
5	Results consumer workshops (Subtask 1.3)	123
	5.1 Development of the consumer workshops discussion guide	123
	5.2 Composition of the consumer workshops	123
	5.3 Fieldwork	125
	5.4 Our approach to the analysis	125
	5.5 Consumer workshop findings	127
6	Annexes	141
	Annex A.1 – Methodology literature review and desk market research	141
	Annex A.2 – Questionnaire for the introductory stakeholder survey	152
	Annex A.3 – Questionnaire for the second stakeholder survey	162
	Annex A.4 – Discussion guide for consumer workshops	182

1 Introduction

This detailed report presents the [results of Subtask 1.1](#) (literature review and desk market research), the [results of Subtask 1.2](#) (introductory stakeholder survey), and the [results on Subtask 1.3](#) (second stakeholder survey and consumer workshops).

The second chapter presents the results from the literature review and desk market research. Chapter 3 presents the results of the introductory stakeholder survey so far. Chapter 4 and 5 outline the results of the second stakeholder survey and consumer workshops respectively. The methodology that was used for the literature review and desk market research are included in Annex A.1¹. The questionnaire of the introductory stakeholder survey, the questionnaire of the second stakeholder survey and the discussion guide are provided in Annex A.2-A.4.

¹ This annex contains subannexes as the report was initially a standalone interim report.

2 Results literature review and desk market research (Subtask 1.1)

Section 2.1 presents a **comprehensive literature review** which identifies relevant publications and studies at the EU and national level on how producers and traders inform consumers on legal and commercial guarantees. Additionally, we have conducted a cross-country analysis on the implementation of legal guarantees to assess how public authorities ensure consumer awareness of their rights.

Section 2.2 complements the findings of the literature review with the results of a **desk market research** and related **suitability analysis**. The desk market research focuses on the online shopping experiences of the ten countries in focus², by analysing the use of legal and commercial guarantees for 14 products³. In particular, the desk market research identifies which communication tools (i.e., visual graphics and textual messages) are used by producers and traders at the product and shop level, to inform consumers about the legal guarantee of conformity as well as commercial guarantees. This exercise also includes the identification of early examples of commercial guarantees of durability. Building on the findings of the desk research, we conducted a **suitability analysis** to evaluate what are the most frequently used communication tools and labels and their suitability for a harmonised application in the EU. Learnings from this task will fundamentally inform all subsequent project tasks, as well as final guidance regarding the implementation of the Complete Harmonised Labelling and Noticing System.

2.1 Results of the literature review

2.1.1 Approach to the literature review

The literature review primarily employed targeted keyword searches to explore how producers and traders inform consumers about legal and commercial guarantees in the 10 countries of focus. This approach aimed to identify relevant studies and data sources related to legal guarantees, commercial guarantees, consumer information, and EU consumer rights. To ensure a comprehensive scope, the review focused on EU-level as well as national-level research in the languages of the selected countries and examined websites of consumer organisations and public authorities to gather diverse information and practices. A non-exhaustive overview of the sources analysed and the keywords used is available in Annex B.1 – Methodology literature review and desk market research.

The review process revealed limited data at both the EU and national levels on the analysis of legal and commercial guarantees. Few studies were found that specifically analyse how producers and traders inform consumers about guarantees. The scarcity of relevant studies at the national level is attributed to the variability in how different Member States implement and monitor compliance with EU directives. This variability leads to a lack of uniform data and makes it challenging to compare practices across countries. Consequently, the review presented below relies heavily on a small number of comprehensive studies conducted at the EU level, such as those by the European Commission. These studies provide valuable insights but also highlight the need for more consistent and detailed research across all Member States to better understand consumer awareness and the effectiveness of information dissemination regarding legal and commercial guarantees.

² The 10 countries at focus are: Finland, France, Germany, Greece, Ireland, Poland, Portugal, Spain, Slovenia and Sweden.

³ The 14 products are: washing machine, dryer, refrigerator, television, laptop, photographic camera, smartphone, wardrobe, sofa, mattress, outdoor dining table, bicycle, stroller and guitar.

2.1.2 Overview of the EU legal framework

2.1.2.1 Legal guarantee of conformity

The EU legal framework for the legal guarantee of conformity is primarily governed by the **Directive (EU) 2019/771** on certain aspects concerning contracts for the sale of goods (**SGD**⁴) which has repealed and replaced Directive 1999/44/EC on certain aspects of the sale of consumer goods and associated guarantees (**CSG Directive**). This legal framework establishes a minimum set of rules that Member States must implement into their national laws to ensure that consumers receive goods in conformity with the contract of sale. Under EU law, consumers are entitled to goods that are as described, fit for purpose, and of satisfactory quality. If a product fails to meet these conditions, consumers have the right to remedies such as repair, replacement, price reduction, or contract termination.

Regarding the **material scope of application**, Directive 2019/771 covers contracts ‘for the sale of goods, including goods with digital elements which require digital content or a digital service in order to perform their functions, whereas Directive (EU) 2019/770 focuses on requirements relating to contracts for the supply of digital content or digital services.’⁵ Regarding the temporal scope of application of the EU rules on legal guarantees, the SGD transposition deadline in the legal systems of Member States was in July 2021 and entry into application date was on January 1st, 2022. As enshrined in Article 1 of the SGD, the subject matter of these rules is to support the “proper functioning of the internal market while providing for a high level of consumer protection, by laying down common rules on certain requirements concerning sales contracts concluded between sellers and consumers, in particular rules on the conformity of goods with the contract, remedies in the event of a lack of such conformity, the modalities for the exercise of those remedies, and on commercial guarantees.”

Key provisions of the SGD include the liability of sellers towards the consumer for any “lack of conformity⁶ which exists at the time when the goods were delivered, and which becomes apparent within two years of that time”. Importantly, Article 10(3) allows Member States to introduce longer limits for the duration of the legal guarantee than two years. In other words, the legal **guarantee is valid for at least two years in all Member States** and longer in those having chosen to introduce or maintain longer time limits.

Moreover, regarding the **burden of proof**, Article 11 of the SGD states that “Any lack of conformity which becomes apparent within one year of the time when the goods were delivered shall be presumed to have existed at the time when the goods were delivered”⁷. This means that for a period of at least one year after the delivery of the goods, any lack of conformity is presumed to have existed at the time when the goods were delivered, and the consumer therefore does not have to prove that the defect existed at the time of delivery. Importantly, Article 11(2) allows Member States to introduce or maintain the presumption for a period of two years from the delivery of the goods.

The SGD provides that in the case of a lack of conformity, **consumers are entitled to remedies**. As per Article 13, “in the event of a lack of conformity, the consumer shall be entitled to have the goods brought into conformity or to receive a proportionate reduction in the price, or to terminate the contract under certain conditions”. Consumers may choose between repair or replacement (unless the remedy chosen would be impossible or, compared to the other remedy, would impose

⁴ Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC (Text with EEA relevance.)

⁵ Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services.

⁶ Under the Directive sellers must ensure goods delivered to the consumer conform with the sale contract by: complying with what was contractually agreed, e.g. fit the description, type, quantity, quality and possessing the features required by the contract, being fit for the agreed purposes etc.; and complying with objective conformity criteria, i.e. be fit for the purposes for which similar goods are normally used; correspond to the sample or model shown to the consumer; be delivered with the accessories, instructions and packaging that the consumer can reasonably expect and; possess the qualities and features that the consumer may reasonably expect. For more information see: [Directive \(EU\) 2019/771 of the European Parliament and of the Council \(europa.eu\)](#).

⁷ It is worth mentioning that this presumption is limited: “unless proved otherwise or unless this presumption is incompatible with the nature of the goods or with the nature of the lack of conformity.”

costs on the seller that would be disproportionate). In certain cases, the consumer may rely on a reduction of the price or the termination of the sales contract. Importantly, Article 16 of the **Right to Repair of Goods Directive**⁸ amends Article 10 of the SGD on the liability of the seller. It provides that “where in accordance with Article 13(2) repair takes place as the remedy to bring goods into conformity, the liability period shall be extended once by 12 months.” In other words, if consumers opt for repair as a remedy, there will be one additional year of protection under the legal guarantee of conformity. The transposition deadline for the Right to Repair of Goods Directive is currently set to July 2026. Therefore, Member States have until then to implement this amendment in their legal systems.

In addition to the Directive 2019/771, the **Consumer Rights Directive (CRD)**⁹ creates a harmonised legal framework across Member States for consumer protection¹⁰. *Inter alia*, the Directive lays rules on pre-contractual information and information requirements for contract between a trader and a consumer¹¹. According to Articles 5(1)(e) and Article 6(1)(l), concerning both for distance and off-premise contracts and other contracts, **the seller is required to provide the consumer with clear information (a reminder) of the existence of the legal guarantee of conformity for goods**. The way this information is communicated to the consumer must be “clear and comprehensible” and must occur before the conclusion of the contract. On this basis, consumers in the EU have a legal right to precontractual information that includes a reminder of the legal guarantee as well as information on the existence and the conditions of commercial guarantees (if such additional benefits are actually offered).¹² Furthermore, Member States have an obligation under Article 20 to “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.” Therefore, **public authorities are obliged to put in place measures to inform consumers of their rights under the SGD**.

Lastly, the **Euronorm Directive**¹³ with the transposition deadline for Member States on the 27th of March 2026, introduces new provisions to strengthen the precontractual obligation of information on the legal guarantee applicable to goods. Once the rules enter into application, the reminder (of the existence) of the legal guarantee to be communicated to the consumer will include the main elements of the legal guarantee, including its minimum duration of two years, in a prominent manner using the **harmonised notice** referred in Article 22a. Article 22a requires the Commission to specify the design and content of the harmonised notice on the legal guarantee of conformity by means of implementing acts. In other words, the reminder and main modalities of the legal guarantee of conformity will be communicated to consumers *via* a harmonised notice across all EU Member States once the rules enter into application.

Once the EmCon Directive enters into application, **Member States will be required to ensure that the harmonised notice is communicated to the consumer in line with the new rules**¹⁴. This will enhance the level of harmonisation of the legal framework applicable to goods surrounding the communication of pre-contractual information concerning the legal guarantee and ensure that all EU consumers are communicated this crucial information. According to the preamble of the EmCon Directive, (28) “the harmonised notice should be displayed in a prominent manner, for

⁸ Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024 on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828 (Text with EEA relevance).

⁹ 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.

¹⁰ It is worth noting that the CRD creates a number of key consumer rights including the right of withdrawal.

¹¹ Article 3 of the CRD provides the scope: ‘This Directive shall apply, under the conditions and to the extent set out in its provisions, to any contract concluded between a trader and a consumer. It shall also apply to contracts for the supply of water, gas, electricity or district heating, including by public providers, to the extent that these commodities are provided on a contractual basis.

¹² European Commission (n.d.), “Consumer Rights Directive”. Available at: https://commission.europa.eu/law/law-topic/consumer-protection-law/consumer-contract-law/consumer-rights-directive_en

¹³ Directive (EU) 2024/825 of the European Parliament and of the Council of 28 February 2024 amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and through better information.

¹⁴ It is also worth mentioning that under the new rules, consumers will be informed on the harmonized label that they benefit from the legal guarantee on conformity.

example, on a poster in an eye-catching way on a wall in the shop, next to the checkout counter or, in cases of online sale, placed as a general reminder on the website of the trader selling goods”.

2.1.2.2 Commercial guarantees

In addition to the legal guarantee of conformity, sellers and producers can offer **on a voluntary basis** a commercial guarantee, whereby they can reimburse, replace or repair a faulty good. A commercial guarantee refers to “any undertaking by the seller or a producer (the guarantor) to the consumer, in addition to the seller’s legal obligation relating to the guarantee of conformity, to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other requirements not related to conformity set out in the guarantee statement or in the relevant advertising available at the time of, or before the conclusion of the contract”¹⁵.

The guarantor (the seller or the producer) must ensure that these guarantees comply with the SGD. In accordance with Article 17 of the SGD, “Any commercial guarantee shall be binding on the guarantor under the conditions laid down in the commercial guarantee statement and associated advertising available at the time, or before the conclusion, of the contract.”¹⁶ The statement should include the guarantor’s name and address, detail the steps the consumer must take to utilise the commercial guarantee, identify the specific goods it covers, and outline the terms under which the guarantee is offered. In addition to this, producers and traders should include in the terms of the commercial guarantee statement that **the commercial guarantee constitute an undertaking that is additional to the legal guarantee of conformity**.

Notably, Article 17 of the SGD introduces the concept of “**commercial guarantee of durability**”, outlining that “the producer may offer to the consumer more favourable conditions in the commercial guarantee of durability statement”.¹⁷ According to Article 14, this foresees, as consumer remedy, repair or replacement (no reimbursement).

2.1.3 The role of producers and traders in informing consumers

Producers and traders play a crucial role in informing consumers about the legal guarantee of conformity and commercial guarantees, ensuring compliance with legal requirements and fostering consumer trust. As mentioned above, although the SGD mandates a minimum two-year legal guarantee for the protection of consumers against faulty products, it does not specify the means, format, or location for presenting this information to consumers. Nevertheless, the trader has an obligation to inform and remind its customers of the existence of the legal guarantee of conformity. In addition, the SGD does not detail the methods by which producers and sellers must inform consumers about the existence and terms of commercial guarantees. As a result, recent literature investigates the clarity and visibility of the legal guarantee and commercial guarantees in ensuring consumer awareness.

Overall, **the literature review indicates that online stores tend to provide more comprehensive information on commercial guarantees**. As a matter of fact, more consistent and structured formats are often used, alongside detailed descriptions of commercial guarantees, in specific product webpages. Nonetheless, there remains a lack of clarity around their presentation and understanding, alongside the difficult identification of information on legal guarantees. Although these are intended to enhance consumer awareness, the prominence and accessibility of the information are not always consistent, leading to confusion and varying levels of consumer satisfaction. In contrast, **brick-and-mortar stores** may benefit from face-to-face interactions with sales staff, potentially **improving the clarity of, in particular, legal guarantee information**, though overall consumer awareness of these rights remains relatively low even in such settings.

¹⁵ [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.

¹⁶ EU Directive on certain aspects concerning contracts for the sale of goods ([Directive \(EU\) 2019/771](#))

¹⁷ *Ibid.*

Interestingly, as it will be further described below, **awareness of legal and commercial guarantees is also interlinked**: a mystery shopping exercise conducted across eight Member States revealed that 47% of participants were informed about the legal guarantee when purchasing a product with a commercial guarantee. This underscores the variability in how guarantee information is communicated and highlights the importance of direct consumer engagement in brick and mortar stores to enhance the clarity and effectiveness of guarantee information.

2.1.3.1 Legal guarantee of conformity

Consumer awareness of the legal guarantee of conformity remains inconsistent across the EU, with the most recent data from a 2023 European Commission survey revealing that 57% of EU consumers were unaware of the legal guarantee for electronic products¹⁸. This knowledge varied significantly, from just 25% in Czechia to 79% in Finland. Earlier studies also highlight varying levels of awareness. For instance, a 2015 European Commission study found that 67% of consumers across the EU were aware of the minimum legal guarantee^{19,20}. However, a 2017 study indicated that consumers in countries with longer legal guarantee periods often assumed the standard two-year EU period applied to them²¹. In Ireland and Sweden, where the legal guarantee extends to six years and three years respectively, 48% of Irish and 46% of Swedish consumers were less informed about their national regulations. One factor behind these discrepancies is that countries with extended legal guarantee periods sometimes fail to effectively communicate these additional rights to consumers, resulting in lower awareness. Gaps in consumer education and information dissemination further contribute to this issue.

The clarity and visibility of legal guarantees also vary across both online and physical environments. When it comes to **online shopping**, consumer awareness is similarly varied across Member States. The 2015 European Commission study found that, on average, 55% of shoppers across the EU were able to identify information about the free two-year legal guarantee on sellers' websites²². However, awareness varied at the Member State level, with 83% of Polish and 77% of French shoppers able to locate the information, compared to just 43% in Denmark and 20% in Czechia. More recently, a 2022 study by the Greek Consumer Workers Union concluded that 68% of online shops in Greece did not reference the legal guarantee at all, underscoring a lack of transparency in online retail platforms^{23,24}.

Additionally, **the clarity and completeness of the information can vary widely from online trader to online trader**. Information provided to consumers on legal and commercial guarantees is often unclear, imprecise, incomplete (especially regarding the overlap with the legal guarantee), and not easily comparable (e.g., in terms of duration)²⁵. For instance, in 2015, the study from the European Commission indicated that some websites provided detailed information on legal

¹⁸ European Commission (2023). Consumer conditions survey: Consumers at home in the single market 2023 edition. Retrieved from: https://commission.europa.eu/document/download/7b90a173-78c2-42ab-96c7-c199da2beb86_en?filename=consumer_confidence_and_knowledge.pdf

¹⁹ European Commission, Directorate-General for Justice and Consumers (2015). Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU – Final report. Publications Office. Retrieved from: <https://data.europa.eu/doi/10.2838/813430>

²⁰ The study's survey was administered using an online survey in 26 of the 28 Member States, Norway and Iceland and a computer aided telephone interviewing for Malta and Cyprus. In total, 28,160 respondents completed the survey between 28 May and 25 June 2015. As the study was published in 2015, the results also take into consideration the United Kingdom which, at the time, was an EU member.

²¹ European Commission, Directorate-General for Justice and Consumers and GFK (2017). Consumer market study to support the fitness check of EU consumer and marketing law- Final Report. Publications Office. Retrieved from: <https://op.europa.eu/en/publication-detail/-/publication/a8d7ca32-772c-11e7-b2f2-01aa75ed71a1/language-en>

²² European Commission, Directorate-General for Justice and Consumers (2015). Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU – Final report. Publications Office. Retrieved from: <https://data.europa.eu/doi/10.2838/813430>

²³ ΕΝΩΣΗ ΕΡΓΑΖΟΜΕΝΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΕΛΛΑΔΑ, 2022, 'Έρευνα για τη Νόμιμη και Εμπορική Εγγύηση αγαθών. Retrieved from: Guarantees of goods: how consumers are misled – EEKE Survey on the Legal and Commercial Guarantee of Goods – Greek Consumer Workers Union

²⁴ The study conducted a sample survey using a random sample of 160 online shops in Greece. The survey took place between 26 September 2022 and 07 October 2022.

²⁵ European Commission (2021). *Preparatory study to gather evidence on ways to empower consumers to play an active role in the green transition*. Retrieved from: https://commission.europa.eu/document/download/61fbc20c-ae46-4f82-846e-5ebb5537f4da_en?filename=5_1_186786_prep_stu_prop_em_co_en.pdf

guarantees directly within the product description or in the terms and conditions section, making it easy for consumers to understand their rights. These websites might include clear headings, bullet points, and links to further information, ensuring that the details of the guarantee are prominent. Instead, other websites failed to make this information easily accessible. In such cases, the information might have been found in lengthy terms and conditions without clear headings, or it might have only been available through additional clicks and searches, leaving consumers uninformed about their legal rights²⁶. The same study indicated that 17% of surveyed consumers did not take action because they believed the legal guarantee had expired, and 30% thought the process would be too long or unlikely to resolve their issue²⁷. Only 35% were aware of the specific duration of the legal guarantee in their country, and 15% of consumers were incorrectly asked to prove that a problem was not their fault within the first six months after purchase.

In contrast, **brick-and-mortar stores may benefit from face-to-face interactions with sales staff, improving the clarity of legal guarantee information**. As a matter of fact, in brick and mortar stores, the dissemination of information relies heavily on salespersons and product displays²⁸. Retailers typically provide information about guarantees on receipts, invoices, and during the checkout process. In online settings, customer service hotlines and chat support are also used to inform consumers about their rights and assist them with issues related to defective products or claims under the guarantees, but they are less effective²⁹.

Based on the 2015 European Commission study, 42% of in-store shoppers at EU level reported finding information about the legal guarantee displayed with the product or being spontaneously informed by salespersons³⁰. A mystery shopping exercise conducted by the same study across eight Member States³¹ revealed that 47% of participants were informed about the legal guarantee when purchasing a product with a commercial guarantee. More specifically, Germany and Poland had the highest rate of informed shoppers, with over 50% being correctly informed about the free two-year legal guarantee, while Sweden had the lowest rate, with only 19% of shoppers being correctly informed. In addition to this, the proportion of in-store shoppers who were informed about the existence of the legal guarantee differed depending on the product type with consumers purchasing higher-value items like refrigerators or washing machines more likely to seek out and understand legal guarantee information than those buying smaller, non-energy-related products.

Besides the difficulty, mentioned above, of identifying information related to the legal guarantee, another factor contributing to these variations is the frequent tendency of sellers to incorrectly redirect consumers to the producer instead of handling the guarantee themselves, which is against legal requirements.³² An additional obstacle is the prevalence of **misleading practices**, particularly those related to premature obsolescence. These practices significantly undermine consumer trust in the legal guarantee. When consumers are misled about the durability of products, they are less likely to trust both the legal guarantee and the sellers providing it. A 2021 Commission study highlights **premature obsolescence** as a key issue that negatively impacts consumer perception of the legal guarantee³³. When products fail earlier than expected, it causes dissatisfaction and erodes confidence in the guarantees offered. Additionally, the study points out that the **lack of information on product repairability at the point of sale** further complicates consumer

²⁶ European Commission, Directorate-General for Justice and Consumers (2015). *Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU – Final report*. Publications Office. Retrieved from: <https://data.europa.eu/doi/10.2838/813430>

²⁷ *Ibid.*

²⁸ European Commission, Directorate-General for Justice and Consumers (2015). *Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU – Final report*. Publications Office. Retrieved from: <https://data.europa.eu/doi/10.2838/813430>

²⁹ European Commission, Directorate-General for Justice and Consumers (2017). *Study on the costs and benefits of minimum harmonisation under the Consumer Sales and Guarantees Directive 1999/44/EC and of potential full harmonisation and alignment of EU rules for different sales channels*. Publications Office. Retrieved from: <https://data.europa.eu/doi/10.2838/045737>

³⁰ *Ibid.*

³¹ These were the Czech Republic, France, Germany, Italy, Poland, Romania, Sweden and the UK.

³² European Commission, Directorate-General for Justice and Consumers (2015). *Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU – Final report*. Publications Office. Retrieved from: <https://data.europa.eu/doi/10.2838/813430>

³³ European Commission (2021). *Preparatory study to gather evidence on ways to empower consumers to play an active role in the green transition*. Retrieved from: https://commission.europa.eu/document/download/61f8e20c-ae46-4f82-846e-5ebb5537f4da_en?filename=5_1_186786_prep_stu_prop_em_co_en.pdf

understanding³⁴. Many consumers are unaware of how the legal guarantee relates to the availability of repair services and spare parts, which diminishes their confidence in making informed purchasing decisions. Without this information, many consumers are left unsure about whether their legal guarantees will cover necessary repairs, or if spare parts will be accessible and affordable in the event of a product malfunction. This gap in information can make it difficult for consumers to fully understand their rights and options when products fail prematurely. As a result, they are often hesitant to rely on guarantees and may instead opt to replace products rather than pursue repairs, contributing to unnecessary waste and undermining the goals of sustainability and circular economy principles.

Furthermore, a 2017 European Commission study focusing on the costs and benefits of minimum harmonisation under the CGS Directive concluded that there is room for improvement in the way producers and traders act upon the application of the legal guarantee. **A considerable proportion of sellers do not take the purchase date into account when asking consumers to prove that the good was defective or non-conforming.** This misapplication of the burden of proof³⁵, especially within the first six months of purchase, is a critical issue³⁶. The misapplication of the burden of proof was particularly problematic in Sweden, Italy, and France, where a significant percentage of shoppers receive incorrect information³⁷. In Sweden, 36% of in-store shoppers and 38% of online shoppers were misinformed. Italy and France also faced issues, with 23% and 20% of in-store shoppers, respectively, receiving incorrect details about the burden of proof within the first six months of purchase.

In both online and offline settings, awareness of legal guarantees differs across product categories. This is especially true for the awareness between energy-related products (e.g., large household appliances) and non-energy-related products (e.g., personal items). Generally, for energy-related products such as refrigerators, washing machines, and dishwashers, consumers display a higher level of awareness due to their higher value and longer-term usage, which prompts clients to seek out guarantee information more actively compared to non-energy-related products like cameras or backpacks³⁸. Indeed, the European Commission's mystery shopping exercise conducted in 2015 indicated that consumers were more aware of the legal guarantee for products such as televisions (51%) and fridge-freezers (49%) compared to laptops (30%)³⁹.

2.1.3.2 Commercial guarantees

Compared to the legal guarantee of conformity, commercial guarantees are often better structured and more prominently promoted by producers and traders. This is because commercial guarantees serve as **marketing tools**, giving sellers a financial incentive to promote them prominently⁴⁰. Commercial guarantees are used by companies as a signal of product reliability and expected longevity, reinforcing the consumer's perception that the product will perform well over its expected lifespan⁴¹. Sellers emphasise these types of guarantees to make their products more attractive, because consumers see them as adding value and providing peace of mind. The same 2015 European Commission study concluded that 76% of the EU surveyed

³⁴ *Ibid.*

³⁵ The burden of proof refers to the responsibility to prove that a defect existed at the time of purchase. Within the first six months of purchase, EU law presumes that any defect found is deemed to have existed at the time of delivery, unless the seller can prove otherwise. After this period, the consumer may need to prove that the defect was present at the time of purchase. Misapplication occurs when sellers incorrectly require consumers to prove the defect within the first six months, contrary to legal requirements.

³⁶ European Commission, Directorate-General for Justice and Consumers (2017). *Study on the costs and benefits of minimum harmonisation under the Consumer Sales and Guarantees Directive 1999/44/EC and of potential full harmonisation and alignment of EU rules for different sales channels*. Publications Office. Retrieved from: <https://data.europa.eu/doi/10.2838/045737>

³⁷ *Ibid.*

³⁸ *Ibid.*

³⁹ *Ibid.*

⁴⁰ *Ibid.*

⁴¹ European Commission (2021). *Preparatory study to gather evidence on ways to empower consumers to play an active role in the green transition*. Retrieved from: https://commission.europa.eu/document/download/61f820c-ae46-4f82-846e-5ebb5537f4da_en?filename=5_1_186786_prep_stu_prop_em_co_en.pdf

consumers found sellers' terms and conditions on commercial guarantees to be clear, transparent, and not misleading⁴².

The same 2015 European Commission study found that **producers and sellers display more information on commercial guarantees in their websites than in-store**⁴³. More specifically, the information provided by producers and sellers **online** on commercial guarantees was more consistently visible, with 94% of shoppers finding the duration of the commercial guarantees displayed on websites. Despite this, only 42% of consumers felt they received a fair amount of information about the terms and conditions, and merely 14% felt well-informed⁴⁴. This is because the information provided was often incomplete, hard to understand, or not clearly displayed, leading to significant variability in consumer experience and satisfaction across different retailers and countries. In **brick and mortar stores**, approximately 80% of in-store shoppers across the EU reported visible information on the length of commercial guarantees, 59% noticed information on the pricing details, and 47% identified information on the main characteristics and functionality⁴⁵.

Consumer awareness for commercial guarantees at the Member State level is higher than that of the legal guarantee of conformity both in-store and online. Similar trends as those of the legal guarantee of conformity are seen at Member State level for commercial guarantees in physical stores, with 89% of Polish consumers obtaining the most information on commercial guarantees, while Swedish consumers have the lowest awareness at 57%⁴⁶. A cross-comparison of the information available to consumers on commercial guarantees online at Member State level is not available in the current literature. Nevertheless, at a country-specific level, the findings of the Greek Consumer Workers Union study revealed that 58% of Greek consumers were better informed about the commercial guarantee of a product online than the legal guarantee⁴⁷.

Mystery shopping exercises, where individuals pose as regular customers to evaluate the quality of service⁴⁸, have shown that, **while, in general, many sellers do inform consumers about commercial guarantees, the extent and clarity of this information can differ greatly**. A 2019 report published by the European Consumer Centres Network carried out an analysis in 2014 across 25 EU countries⁴⁹, where a total of 202 checks were made in online and physical shops⁵⁰. When searching for the provider of the advertised commercial guarantee, in 22% of the cases this was unclear and in 18% no information was provided. A more recent study conducted in 2021 highlighted instead that only 39% of consumers agreed that information about commercial guarantees was clear and easy to understand⁵¹. Additionally, in 3% of cases, mystery shoppers did not find information about the duration of commercial guarantees, and in 23% of cases, shoppers could not find information about the organisation with which the commercial guarantees would be concluded. The same exercise also indicated that half of the **consumers do not possess sufficient information to distinguish clearly between legal and commercial guarantees**, leading to confusion and reduced effectiveness of consumer protection mechanisms⁵².

⁴² European Commission, Directorate-General for Justice and Consumers (2015). *Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU – Final report*. Publications Office. Retrieved from: <https://data.europa.eu/doi/10.2838/813430>

⁴³ *Ibid.*

⁴⁴ *Ibid.*

⁴⁵ *Ibid.*

⁴⁶ *Ibid.*

⁴⁷ ΕΝΩΣΗ ΕΡΓΑΖΟΜΕΝΩΝ ΚΑΤΑΝΑΛΩΤΩΝ ΕΛΛΑΔΑ, 2022. *Έρευνα για τη Νόμιμη και Εμπορική Εγγύηση αγαθών*. Retrieved from: [Guarantees of goods: how consumers are misled – EEKE Survey on the Legal and Commercial Guarantee of Goods – Greek Consumer Workers Union](#)

⁴⁸ "Individuals" in this context are trained evaluators conducting mystery shopping to measure the quality and accuracy of information provided by salespersons about legal guarantees.

⁴⁹ These were: Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Hungary, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovenia, Slovakia, Spain and Sweden.

⁵⁰ European Consumer Centres Network (2019). *Commercial Warranties: Are they worth the money?* Retrieved from: https://www.europe-consommateurs.eu/fileadmin/Media/PDF/publications/etudes_et_rapports/Etudes_EN/Commercial_warranties.pdf

⁵¹ European Commission (2021). *Preparatory study to gather evidence on ways to empower consumers to play an active role in the green transition*. Retrieved from: https://commission.europa.eu/document/download/61f820c-ae46-4f82-846e-5ebb5537f4da_en?filename=5_1_186786_prep_stu_prop_em_co_en.pdf

⁵² *Ibid.*

Overall, the literature review indicates that, when it comes to the clarity and accessibility of legal and commercial guarantee information, **online stores tend to provide more comprehensive information about commercial guarantees, whereas brick and mortar stores perform better in terms of consumer perception of the clarity of the legal guarantee information.** Consumers who are well-informed about their rights under both legal and commercial guarantees tend to trust sellers, public authorities, and consumer organisations more⁵³. Therefore, clear, concise, and prominent display of guaranteed information at all points of the customer journey—from pre-purchase to post-purchase stages—is crucial. While there are notable efforts and best practices in place, challenges remain, particularly regarding the clarity, accessibility, and uniformity of the information provided.

2.1.4 The role of public authorities and other organisations

2.1.4.1 Cross-country analysis of the implementation of the legal guarantee

As developed above, EU law leaves certain degree of discretion on Member States for the transposition of specific provisions. For these provisions, Member States may maintain or introduce more protective measures for consumers. For example, Member States can increase the legal limit of the guarantee above the two-year requirement enshrined in the SGD. Similarly, the time limit of reversal of the burden of proof that lack of conformity existed at the moment of delivery of the goods can be extended beyond the one-year minimum requirement in the SGD. Table 3 below presents the implementation choice of the key provisions of the SGD in the ten countries selected for the scope of this Study. It is worth mentioning that certain provisions are implemented differently across Member States, for example, the duration of the legal guarantee of conformity is lowered to one year for second-hand products in France and Germany.

Table 1 Cross-country implementation of the Sale of Goods Directive

Member State	Doublecheck transposition of Sale of Goods Directive		
	Legal guarantee	Reversal of burden of proof	Remedies
Finland	Based on expected lifespan (at least 2 years)	1 year	Hierarchy
France	2 years	2 years	Hierarchy
Germany	2 years	1 year	Hierarchy
Greece	2 years	1 year	Free choice
Ireland	6 years	1 year	Hierarchy
Poland	2 years	1 year	Hierarchy
Portugal	3 years	2 years	Free choice
Spain	3 years (2 years for digital contents products)	2 years	Hierarchy
Slovenia	2 years	1 year	Hierarchy
Sweden	3 years	1 year	Hierarchy

As depicted in the above table, **six out of the 10 Member States examined (Finland, France, Germany, Greece, Poland, and Slovenia) have introduced the minimum requirement enshrined in the Directive regarding the two-year time limit⁵⁴** for the legal guarantee on the conformity of goods. On the other hand, in **Ireland, Portugal, Spain and Sweden** the time limit of the legal guarantee goes beyond the minimum requirement of the Directive and reaches at least 3 years (6 in Ireland). In these Member States, the option under Article 10(3) allowing for a longer duration of the legal guarantee was used.

⁵³ *Ibid.*

⁵⁴ These time limits apply to the purchase of new goods. In many Member States, the time limit is shortened for secondhand goods.

The increase in the period before the reversal of the burden of proof from 6 months to one year in Finland, Germany, Greece, Ireland, Poland, Slovenia and Sweden is due to the adoption of the SGD in 2019. Article 11 of the SGD provides that “Any lack of conformity which becomes apparent within one year 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”. It is worth noting that Article 11(2) of the SGD allows Member States to introduce a longer period of two years as is the case in France, Portugal and Spain.

The introduction of the new rules whereby the **burden of proof of a lack of conformity of goods** at delivery is on the seller and shifts on the consumer after one year has increased the level of consumer protection in seven of the Member States examined (Finland, Germany, Greece, Ireland, Spain, Slovenia, Sweden).

In these countries, the reversal of the burden of proof now occurs after a one-year time limit as opposed to the previous six months' time limit in place in these countries. Moreover, a longer time limit of two years (before the reversal of the burden of proof on the consumer) is implemented in three countries: France, Portugal and Spain.

Lastly, regarding the **hierarchy of remedies** the SGD leaves an option whereby repair and replacement are the first-tier choice, and as a second-tier remedy consumers can benefit from price reduction or the termination of the contract. The hierarchy of remedies is compulsory. However, Article 3(7) allows the Member States to introduce provisions so that the consumers could “choose a specific remedy, if the lack of conformity of the goods becomes apparent within a period after delivery, not exceeding 30 days”, As seen in the above table, only Greece and Portugal allow consumers to choose between remedies while the other Member States have a ‘hierarchy’ system offering as first option the repair or replacement of goods.

2.1.4.2 The role of public authorities and other consumer organisations in informing consumers

As stated in the EU legal framework, Member States must have measures in place ensuring that consumers are informed of their rights under the legal guarantee and how to enforce them. Table 2 shows that Member States rely on **public authorities’ websites** (government-run websites) to disseminate information to consumers on their EU rights in relation to legal guarantees of conformity. Certain websites also include mechanisms for consumers to report directly any incidents in the course of the purchase of products. Additionally, some public authorities also provide information on commercial guarantees.

As mentioned above, once the EmCon Directive enters into application, **Member States will be required to ensure that the harmonised notice is communicated to the consumer in line with the new rules**. This will enhance the level of harmonisation of the legal framework applicable to goods surrounding the communication of pre-contractual information concerning the legal guarantee and ensure that all EU consumers are communicated this crucial information.

However, until the new rules are transposed and enter into application, the implementation in practice of the requirements on the **communication of the legal guarantee to consumers under EU law is heterogeneous across the EU**. Member States having transposed EU law (including the CRD) *ad verbatim* generally do not provide detailed specification on the way and support on which consumers must be reminded of/informed of the legal guarantee. For example, in France, the transposing legislation states that the information should be “communicated to the consumer” without specifying further the modalities of this communication. **No specific requirements as regards abbreviations or font are applied**⁵⁵. Similarly, our search did not allow to identify any national-level labelling systems already in place to communicate the legal guarantee in a harmonised way within a country.

⁵⁵ [Décret n° 2014-1061 du 17 septembre 2014 relatif aux obligations d'information précontractuelle et contractuelle des consommateurs et au droit de rétractation - Légifrance \(legifrance.gouv.fr\)](#)

To fill such information gaps, **consumer organisations and other relevant authorities play a prominent role** in raising consumers awareness towards the legal guarantee and commercial guarantees. These organisations employ various communication methods to educate consumers about guarantees provided by producers and traders. The goal is to enhance consumer understanding of their rights. At the EU level, one such organisation is the European Consumer Centres Network (ECC-Net).

The ECC-Net is an EU-wide network of 27 EU Member State consumer centres (in addition to an Icelandic and Norwegian centre) co-funded by the European Commission. The network aims to inform consumers about their rights in topic areas, such as purchases of goods and services and increase their confidence in cross-border transactions. The network informs consumers by providing free and personalised information, position papers, research reports and information resources^{56,57}. In 2019, the ECC-Net published a report on the legal guarantee of conformity and commercial guarantee schemes in the EU Member States, Iceland and Norway⁵⁸. The purpose of the report was to inform consumers about the legislation and situation regarding the legal guarantee of conformity and commercial guarantees in various European countries and how well-informed consumers are of their rights. More specifically, the paper focused on the application of the CGS Directive and Directive 2011/83/EU on consumer rights including specific rules related to commercial guarantees. The paper investigated whether and how consumers are informed about the legal guarantee and commercial guarantees and found that information was often unclear or incomplete, especially on the legal guarantee.

Table 2 also presents examples of various communication methods used by these organisations in the countries of focus, distinguishing between the information provided by the national branch of the ECC-Net and consumer associations.

⁵⁶ European Commission (n.d.). *European Consumer Centres Network - ECC Net*. Retrieved from: https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_en

⁵⁷ European Consumer Centres Network (n.d.). *Publications*. Retrieved from: [Publications | European Consumer Centers Network \(eccnet.eu\)](https://eccnet.eu/publications)

⁵⁸ European Consumer Centres Network (2019). *Commercial Warranties: Are they worth the money?* Retrieved from: https://www.europe-consommateurs.eu/fileadmin/Media/PDF/publications/etudes_et_rapports/Etudes_EN/Commercial_warranties.pdf

Table 2 Communication tools adopted in each country of focus by public authorities, national branches of the ECC-Net, and consumer organisations

Member State	Communication tools used by public authorities ⁵⁹	Communication tools used under the national branch of ECC-Net	Communication tools used by national consumer associations
Finland	The government-run website "suomi.fi" has comprehensive guides explaining consumer guarantee rights in plain language. ⁶⁰ Moreover, the Finnish Competition and Consumer Authority published detailed information on the consumers' rights in relation to the warranty and liability for defects ⁶¹ .	The European Consumer Centre (ECC) Finland provides detailed online information about consumer rights under the new directive, including the two-year legal guarantee, remedies, and burden of proof ⁶² .	No national consumer organisation, apart from the Finnish ECC branch, has adopted any communication tools to enhance consumer understanding and awareness on legal and commercial guarantees.
France	The Finance Ministry in France has created a page on its website aimed at informing consumers of their rights under the legal guarantee including the available remedies and the rules on the burden of proof. ⁶³ The page explains the requirements for a product to be recognized as non-conform, and it explains the conditions to activate the legal guarantee. It also contains links to the positive law in force in France and to other public authorities' pages with more information on legal guarantees: <ul style="list-style-type: none"> • Tout savoir sur les garanties légales (by the Competition Authority in France) 	The European Consumer Centre France ⁶⁴ has a dedicated webpage on guarantees which provides essential information to consumers about their rights regarding legal and commercial guarantees. The page offers a detailed explanation of the legal guarantee of conformity, which ensures that products sold within the EU meet the sales contract for at least two years from delivery. This includes steps consumers can take if a product is defective, highlighting their rights to repair, replacement, or refund. <p>Additionally, the page discusses commercial guarantees, which are optional and supplementary promises made by sellers or</p>	Two French consumer associations have a dedicated page on their websites on the distinction between a legal guarantee of conformity and the commercial guarantee. <p>The National Association for the Defense of Consumers and Users (CLCV) has a dedicated page in its website focusing on the distinction between the mandatory legal and optional commercial guarantees that producers and sellers must clarify and provide when selling a product, and how to ensure consumers do not confuse the two⁶⁵. CLCV also provides guidance on how consumers can identify products that do not meet the agreed-upon standards or expectations—referred to as 'lacking conformity.'. This means the product either fails to match the description provided, is defective, or does not perform as expected based on the contract or purchase agreement.</p>

⁵⁹ 'More information on national public authorities' responsible for consumer protection in Member States can be found on the European Commission's website, see for example: https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/enforcement-consumer-protection/consumer-protection-cooperation-network_en

⁶⁰ ECC Finland (n.d.). Homepage. Retrieved from: [European Consumer Centre Finland \(ecc.fi\)](#)

Suomi (n.d.). Homepage. Retrieved from: [Etusivu - Suomi.fi](#)

⁶¹ Finnish Competition and Consumer Authority (n.d.). *Warranty and liability for defects*. Retrieved from: <https://www.kkv.fi/en/consumer-affairs/products-and-services/warranty-and-liability-for-defects/>

⁶² ECC Finland (n.d.). Homepage. Retrieved from: [European Consumer Centre Finland \(ecc.fi\)](#)

⁶³ Ministère de l'économie des finances et de la souveraineté industrielle et numérique (2023). *Tout savoir sur la garantie légale de conformité*. Retrieved from:

<https://www.economie.gouv.fr/particuliers/garantie-legale-conformite>

ECC France (2024). *Vos garanties en cas de défaut sur un produit ou un service*. Retrieved from: <https://www.europe-consommateurs.eu/achats-internet/les-garanties.html>

⁶⁴ ECC France (2024). *Vos garanties en cas de défaut sur un produit ou un service*. Retrieved from: <https://www.europe-consommateurs.eu/achats-internet/les-garanties.html>

⁶⁵ CLCV (n.d.). *Garantie légale de conformité et garantie commerciale : attention à ne pas les confondre !* Retrieved from: <https://www.clcv.org/achats/garantie-legale-de-conformite-et-garantie-commerciale-attention-ne-pas-les-confondre>

	<ul style="list-style-type: none"> • Comment faire jouer les garanties (National Institute for Consumption) • La garantie légale de conformité, ce qui change au 1^{er} janvier 2022 (National Institute of consumption) 	<p>manufacturers that can offer extended protection or additional services. There is also specific information regarding digital goods and services, outlining how guarantees apply to these products. For those interested in further details, the page provides links to additional sources and related topics, ensuring comprehensive coverage of consumer rights. The centre also includes multimedia resources such as videos, enhancing consumer understanding through visual aids. Overall, this page is an exemplary resource for raising consumer awareness about their legal and commercial guarantee rights.</p>	<p>UFC-Que choisir France follows a different approach to that of CLVC. UFC-Que has dedicated subpages on its website focusing on the legal and commercial guarantees⁶⁶. The information provided to consumers includes an advisory page to answer questions, publish news and case studies of bad consumer experiences and offering letter templates that consumers can use depending on the negative experience they face on the subject matter. The most important communication tool the UFC-Que uses is the advisory page as it informs consumers on the definition and duration of the legal guarantee of conformity, the steps the consumer can take in case of lack of conformity, and it provides citations of real case studies of specific customer experiences⁶⁷.</p>
Germany	<p>The webpage on consumer rights and guarantees from the German government portal provides comprehensive information on the legal guarantees for goods and services, detailing consumers' rights to repair, replacement, or refund in case of defects. It explains the legal framework, the burden of proof, and the duration of guarantees.⁶⁸ Additionally, it covers commercial guarantees, distinguishing them from legal guarantees, and provides guidelines on how to claim them. The page also outlines dispute resolution procedures, including consumer arbitration options, and links to further resources and legal texts for detailed information.</p>	<p>Unlike the French ECC branch, the German ECC offers more selective information to communicate on legal and commercial guarantees to consumers. The ECC in Germany has a dedicated page on guarantees, which provides essential information to consumers about their rights regarding legal and commercial guarantees in the EU in general and in Germany specifically.</p> <p>The page offers a detailed explanation of the legal guarantee of conformity, which ensures that products sold within the EU are as described in the sales contract for at least two years after delivery.</p> <p>Additionally, the page discusses commercial guarantees, and how advantageous they could be to EU consumers⁶⁹.</p>	<p>The consumer advisory centres are represented at the State level in Germany. Two examples of Consumer Advice Centres informing consumers about the legal and commercial guarantees are that of Lower Saxony and of Baden-Württemberg in their respective website.</p> <p>The Lower Saxony Consumer Advice Centre dedicates a page in its website by defining what a legal and commercial guarantee is. More specifically they define a legal guarantee in German as "Gewährleistung", which is legally binding, and commercial guarantee as "Garantie" which is a voluntary service provided by a manufacturer⁷⁰. The Lower Saxony Consumer Advice centre offers a consultation to help consumers understand their rights on the subject matter. The consultation is offered on site, by video or by phone.</p> <p>The Baden-Württemberg Consumer Advice Centre uses a variety of communications tools⁷¹. It defines what a legal and commercial guarantee is, it makes reference to the</p>

⁶⁶ Que Choisir (n.d.). *Dossier Garantie des produits et extension de garantie*. Retrieved from: <https://www.quechoisir.org/dossier-garantie-des-produits-et-extension-de-garantie-t1359/>

⁶⁷ Que Choisir (2018). *Garantie légale de conformité. Vos questions, nos réponses*. Retrieved from: <https://www.quechoisir.org/decryptage-garantie-legale-de-conformite-vos-questions-nos-reponses-n2423/>

⁶⁸ Verwaltung (n.d.). *Consumer rights and guarantees when shopping*. Retrieved from: <https://verwaltung.bund.de/leistungsverzeichnis/de/rechte-und-pflichten/102837961>

⁶⁹ ECC Germany (2022). *Warranty and guarantee in the EU*. Retrieved from: <https://www.evz.de/en/shopping-internet/guarantees-and-warranties.html>

⁷⁰ Verbraucherzentrale niedersachsen (n.d.). *Unterschied zwischen Garantie und Gewährleistung*. Retrieved from: <https://www.verbraucherzentrale-niedersachsen.de/themen/kaufen-reklamieren/garantie-gewaehrleistung/unterschied-zwischen-garantie-gewaehrleistung>

⁷¹ Verbraucherzentrale niedersachsen (2024). *Alles zu Gewährleistung und Schadenersatz*. Retrieved from: <https://www.verbraucherzentrale-bawue.de/wissen/vertraege-reklamation/kundenrechte/alles-zu-gewaehrleistung-und-schadenersatz-5057>

			German Civil code in relation to repairs and product replacements and it offers multimedia resources such as videos, podcasts and frequently asked questions.
Greece	The official governmental website of the Ministry of Digital Governance provides detailed information on the Consumer Guarantees Directive and the Greek Civil Code 4967/2022. ⁷² In addition, the Directorate-General for Market and Consumer Protection of the Ministry of Development has a thematic area dedicated to consumer rights, with the definitions of legal guarantee of conformity, and commercial guarantees. ⁷³	Unlike other ECC branches, the Greek ECC does not have a specific page on its website on legal and commercial guarantees ⁷⁴ . Instead, EEC-Greece redirects the consumers to the official European Commission website “Your Europe” page, where detailed explanation is offered at an EU level on consumer rights in terms of guarantees and returns ⁷⁵ .	The Greek consumer union (EKPIZO) has a dedicated page on consumer rights, specifically on defective products. The page primarily informs consumers about the legal guarantee as defined under the Greek Civil Code and offers a brief description of what a commercial guarantee is ⁷⁶ . As part of its communication resources, EKPIZO directs consumers to view the EU webpage “Your Europe”, as well as the official governmental website of the Ministry of Digital Governance, which provides detailed information on the Consumer Guarantees Directive and the Greek Civil Code 4967/2022 ⁷⁷ .
Ireland	The government website gov.ie contains information (drafted by the Department of Enterprise, Trade and Employment) on Consumer rights and guarantees related to buying goods and services, including procedures for consumer dispute resolution and compensation. ⁷⁸ The page explains what a consumer contract is; it details consumer rights; develops consumer rights to ‘redress’ and lastly allows consumers to provide feedback on the page, report an obstacle to EU rights and complete a form to obtain further assistance on their rights.	The Irish ECC has a dedicated page on guarantees but offers a simple description of the difference between a legal and commercial guarantee ⁷⁹ . The Irish ECC identifies the legal guarantee as <i>“usually provided by a manufacturer free of charge. It is a written document that agrees to repair or replace a broken item in certain circumstances.”</i> . A commercial guarantee (or warranty in this case) is defined as <i>“a commitment to repairing or replacing an item beyond the manufacturer’s guarantee period, which a consumer usually needs to pay for.”</i>	The Citizens Information page on guarantees provides detailed information on consumers’ statutory rights to repairs, replacements, or refunds for faulty products ⁸⁰ . The vocabulary used to distinguish between the legal and commercial guarantee is that the legal guarantee () is defined as a “guarantee” and the commercial guarantee (often paid for and provided by retailers) is defined as “warranty”. The page offers advice on how to activate and claim these guarantees and warranties, outlines the process for making claims, and provides steps for resolving disputes. It also includes links to additional resources and relevant legal texts.
Poland	The webpage from the Polish Office of Competition and Consumer Protection (UOKiK) provides detailed information about	The Polish ECC branch has a dedicated webpage on guarantees which provides essential information to consumers about	The Polish Consumers' Association has dedicated pages on what a legal guarantee and a commercial guarantee is and when the consumer could file a complaint ⁸³ .

⁷² Ministry of Digital Governance (2023). *Guarantees*. Retrieved from: [Εγγυήσεις \(www.gov.gr\)](http://Εγγυήσεις (www.gov.gr))

⁷³ Ministry of Development (n.d.). *Consumer rights*. Retrieved from: [CONSUMER RIGHTS – GENERAL SECRETARIAT OF COMMERCE \(mindev.gov.gr\)](http://CONSUMER RIGHTS – GENERAL SECRETARIAT OF COMMERCE (mindev.gov.gr))

⁷⁴ ECC Greece (n.d.). *Information*. Retrieved from: <https://www.eccgreece.gr/about-us/information>

⁷⁵ Your Europe (n.d.). *Guarantees and returns*. Retrieved from: https://europa.eu/youreurope/citizens/consumers/shopping/guarantees-returns/index_en.htm

⁷⁶ Ekpiizo (2023). *Ελαττωματικό προϊόν*. Retrieved from: <https://www.ekpiizo.gr/καταναλωτές/δικαιώματα/προϊόντα/πληρεσείς/ελαττωματικό-προϊόν>

⁷⁷ Your Europe (2023). *Εγγυήσεις*. Retrieved from: <https://www.gov.gr/sdg/consumer-rights/safety-and-security-of-consumer-products/general/warranties>

⁷⁸ Gov.ie (2023). *Consumer rights and guarantees related to buying goods and services, including procedures for consumer dispute resolution and compensation*. Retrieved from: [gov - Consumer rights and guarantees related to buying goods and services, including procedures for consumer dispute resolution and compensation \(www.gov.ie\)](http://gov - Consumer rights and guarantees related to buying goods and services, including procedures for consumer dispute resolution and compensation (www.gov.ie))

Citizens Information (n.d.). *Guarantees and warranties*. Retrieved from: <https://www.citizensinformation.ie/en/consumer/shopping/guarantees-and-warranties/>

⁷⁹ ECC Ireland (n.d.). *Warranties*. Retrieved from: <https://www.eccireland.ie/buying-in-the-eu/shopping/warranties/>

⁸⁰ Citizens Information (n.d.). *Guarantees and warranties*. Retrieved from: <https://www.citizensinformation.ie/en/consumer/shopping/guarantees-and-warranties/>

⁸³ Federacja konsumentow (n.d.). *Rekrojmia, jak korzystać*. Retrieved from: <https://www.federacja-konsumentow.org.pl/196.rekrojmia-jak-korzystac.html>

	consumer guarantees. ⁸¹ It explains what a guarantee is, the obligations of the guarantor, the duration and conditions of guarantees, and how to file a claim. It outlines the legal basis for guarantees under the Polish Civil Code and distinguishes between guarantees and non-conformity with a contract. The page also offers practical examples and legal references to guide consumers in understanding and utilizing their rights.	their rights regarding legal and commercial guarantees ⁸² . The page offers a detailed explanation of the legal guarantee of conformity, which ensures that products sold within the EU meet the sales contract for at least two years from delivery. Additionally, the page discusses commercial guarantees, which are optional and supplementary promises made by sellers or manufacturers that can offer extended protection or additional services. This information is particularly connected to what is applied in the Polish law and not at the EU level.	However, the information available on the association's website dates back to 2014-2016, suggesting that it may not fully reflect the most recent developments, such as the introduction of the SGD.
Portugal	The ePortugal page on product guarantees provides information about the legal guarantee period for products purchased in Portugal, outlining that movable goods have a three-year guarantee, and immovable goods have a five-year guarantee. ⁸⁴ It details the conditions under which guarantees can be activated, options for problem resolution, and the process for lodging complaints. The page also covers commercial guarantees, the right of free withdrawal for distance purchases, and special rules for phone purchases, providing consumers with comprehensive guidance on their rights and remedies.	<p>The Portuguese ECC branch has an elaborate page on the EU and Portuguese legislation on consumer rights in relation to legal and commercial guarantees⁸⁵.</p> <p>The specific webpage directs consumers to frequently asked questions on the rules applied to Portugal especially for areas related to Guarantee of movable and immovable property, as well as the Guarantee of digital services and content in Portugal.</p> <p>In addition to this, the Portuguese ECC is one of the few who makes a reference to the ECCN 2019 study: "<i>Commercial guarantees: are they worth the "cost"?</i>". The local centre, furthermore, provides consumers with a guidance document in the local language for consumers to be informed about what guarantees are and the respective legal framework. However, it should be noted that the guidance document available is outdated as it was published in 2014 and thus does not</p>	Whilst the Portuguese Association for Consumer Protection does not have a dedicated page on its website informing consumers about their rights and on guarantees, the association offers a general online training on consumer law, with one of the modules being "Consumer Rights and Guarantees". The training is scheduled for 9 and 11 September 2024 ⁸⁷ .

⁸¹ Prawa Konsumenta (n.d.). *Warranty*. Retrieved from: <https://prawakonsumenta.uokik.gov.pl/reklamacja/gwarancja/>

⁸² Konsument (n.d.). *Warranty and guarantee*. Retrieved from: <https://konsument.gov.pl/en/complaint-warranty-and-guarantee/>

⁸⁴ ePortugal (n.d.). *Garantia de produtos comprados em Portugal*. Retrieved from: <https://eportugal.gov.pt/cidadao-europeu-viajar-viver-e-fazer-negocios-em-portugal/direitos-do-consumidor-em-portugal/garantia-de-produtos-comprados-em-portugal>

⁸⁵ ECC Portugal (n.d.). *Garantias*. Retrieved from: <https://cec.consumidor.pt/topicos1/compras-na-europa/garantias.aspx>

⁸⁷ Deco (2024). *Consumer Law Ready | Formação de Formadores*. Retrieved from: <https://deco.pt/cursosdeco/curso/preparados-para-os-direitos-dos-consumidores/>

		take into consideration the recent EU legislative changes ⁸⁶ .	
Spain	The Spanish government's webpage on guarantees for goods and digital services provides detailed information on legal and commercial guarantees. ⁸⁸ It explains when products and services are considered compliant with contracts, the responsibilities of sellers, and the rights of consumers in case of non-compliance, such as repair, replacement, price reduction, or contract termination. The page also describes commercial guarantees, their conditions, and the obligations of sellers to provide spare parts and after-sales service.	<p>The Spanish ECC has a dedicated page on its website explaining the EU and national legislations related to guarantees⁸⁹.</p> <p>More specifically, the page informs the Spanish consumers that as of January 1st, 2022, the legal guarantee in Spain is extended from two to three years.</p> <p>In addition to this, the page defines what non-conformity and burden of proof are and guides consumers in requesting refunds, cancelling orders and requesting for a product to be repaired.</p>	<p>Two Spanish consumer associations have a dedicated page on their websites in informing Spanish consumers on the legal guarantee of conformity and the commercial guarantee.</p> <p>Federación de Consumidores y Usuarios (CECU), has published a report called “Guarantees of the goods of consumption”⁹⁰. The report describes the EU and Spanish laws related to consumer guarantees and their judicial application. While this can be an informative report, the report was published in 2009 and thus does not take into consideration the recent EU legislative changes.</p> <p>Organización de consumidores y usuarios (OCU). The organisation informs consumers of the amendments of the General Law for the Protection of Consumers and Users. This is done through different means of communication including newsletters⁹¹, a free webinar⁹² and a report explaining consumers their rights and their entitlement to the legal guarantee⁹³.</p>
Slovenia	The government-run website ‘SPOT’ provides detailed guides on consumer rights including the legal guarantee, remedies, and mandatory guarantees. ⁹⁴	<p>The Slovenian ECC has three subcategories related to the purchasing of goods and services on its website. They focus on the following topics:</p> <ul style="list-style-type: none"> Legal guarantee: it is defined based on the CGS Directive. The subpage explains to consumers how to identify when goods are in conformity and that consumers may enforce their rights within two years of the purchase of a product⁹⁵. 	The Slovene Consumers’ Association, published in its “Tips and Guides” page general information about the legal and commercial guarantee of consumer products. More specifically it explains that consumers can claim the guarantee for those products for which the guarantee is mandatory and for those for which a voluntary guarantee was given.

⁸⁶ Direção-geral do Consumidor (2014). *Guia das Garantias na Compra e Venda*. Retrieved from: <https://cec.consumidor.pt/gestao-ficheiros-externos/guia-das-garantias-versao-atualizada-2015-pdf.aspx>

⁸⁸ Administracion.gob.es (2024). *Purchase and sale of digital goods, content and services: Legal and commercial guarantees*. Retrieved from: https://administracion.gob.es/pag_Home/Tu-espacio-europeo/derechos-obligaciones/ciudadanos/consumidores/compraventa/garantias.html

⁸⁹ ECC Spain (n.d.). *Garantías*. Retrieved from: <https://cec.consumo.gob.es/en/CEC/infoGeneral/otros/garantias.htm>

⁹⁰ CECU (n.d.). *Garantías de los bienes de consumo*. Retrieved from: <https://cecu.es/publicaciones/garantias-de-los-bienes-de-consumo-2/>

⁹¹ Ocu (2022). *Garantía de los productos: mejores condiciones*. Retrieved from: <https://www.ocu.org/consumo-familia/derechos-consumidor/noticias/novedades-garantia#>

⁹² Ocu (2022). *Webinar gratuito sobre la garantía de los productos*. Retrieved from: <https://www.ocu.org/consumo-familia/derechos-consumidor/agenda/webinar-garantia-productos>

⁹³ Ocu (2022). *La garantía en la compra de productos*. Retrieved from: <https://www.ocu.org/consumo-familia/derechos-consumidor/informe/la-garantia-en-la-compra-de-productos>

⁹⁴ Slovenian Business Point (n.d.). Homepage. Retrieved from: <https://spot.gov.si/en/>

⁹⁵ ECC Slovenia (n.d.). *Legal guarantee*. Retrieved from: <https://www.epc.si/en/consumer-rights/purchase-of-goods-and-services/legal-guarantee>

		<ul style="list-style-type: none"> 1-year obligatory Slovenian guarantee: in addition to the two-year legal guarantee of conformity for goods, a one-year conformity guarantee is also set forth for certain types of goods, which manufacturers must issue for so-called "technical goods." Consumers can be redirected to the Slovenian Gazette to review which goods are considered to be "technical goods"^{96,97}. Commercial guarantee: it explains the benefits of consumers having a commercial guarantee, as well as the option of extending or having additional coverage⁹⁸. 	In addition, the webpage redirects the user to the official gazette on the latest Slovenian regulation on goods for which a guarantee for faultless operations is issued ⁹⁹ .
Sweden	The Swedish government website does not have a dedicated webpage on legal and commercial guarantees. It redirects the consumer to two relevant websites: the Swedish Consumer Agency, a state agency that protects consumer interests. However, the provided link does not work. ¹⁰⁰	The Swedish ECC webpage does not have a dedicated page on legal and commercial guarantees. Rather it has a general page called "Trade within the Europe" where the 2019 ECC network report on commercial guarantees was available for the user to access and read ¹⁰¹ .	The Swedish Consumer Association has limited information available on its website to inform consumers about the legal and commercial guarantee. As a matter of fact, there is no reference in explaining to consumers what a legal guarantee is. Instead, there is only a short description of a commercial guarantee as being an optional offer from the producer and seller ¹⁰² .

⁹⁶ ECC Slovenia (n.d.). *1-year obligatory Slovenian guarantee*. Retrieved from: <https://www.epc.si/en/consumer-rights/purchase-of-goods-and-services/1-year-obligatory-slovenian-guarantee>

⁹⁷ Official Gazette of the Republic of Slovenia (2012). 536. *Rules of Goods Warranted for Faultless Performance*, page 1131. Retrieved from: <https://www.uradni-list.si/glasilo-uradni-list-rs/vsebina/107564>

⁹⁸ ECC Slovenia (n.d.). *Commercial warranty*. Retrieved from: <https://www.epc.si/en/consumer-rights/purchase-of-goods-and-services/commercial-warranty>

⁹⁹ Pisrs (2022). *Rules on goods covered by a guarantee of faultless operation*. Retrieved from: <https://pisrs.si/pegledPredpisa?id=PRAV14819>

¹⁰⁰ Government Offices of Sweden (n.d.). *Swedish Consumer Agency*. Retrieved from: [Swedish Consumer Agency \(Konsumentverket\) - Government.se](https://www.konsumentverket.se)

¹⁰¹ ECC Sweden (n.d.). *Intra-EU trade*. Retrieved from: <https://www.konsumenteuropa.se/handel-inom-eu>

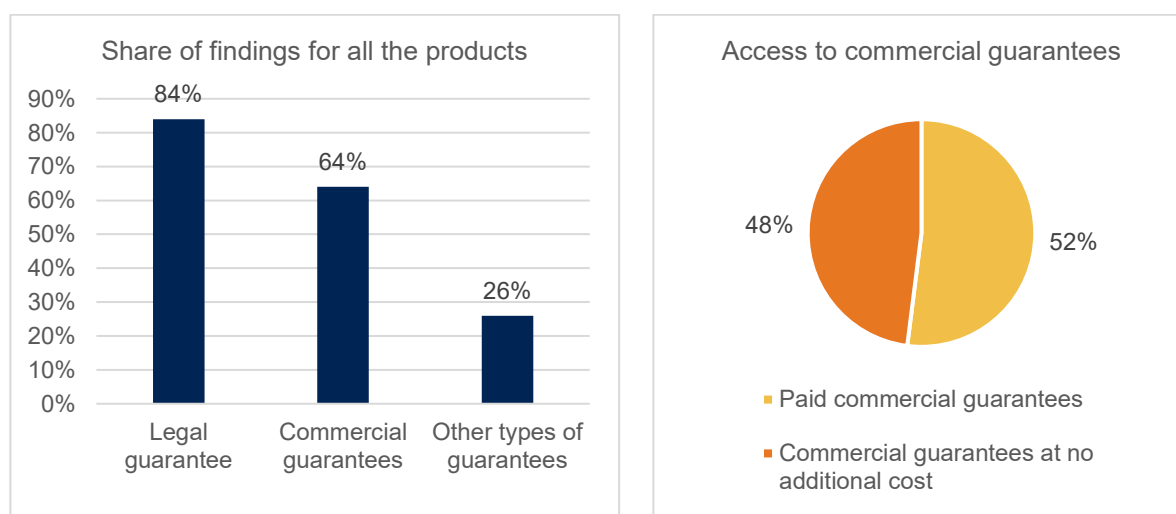
¹⁰² Sveriges Konsumter (n.d.). *Keep track of your consumer rights*. Retrieved from: <https://www.sverigeskonsumenter.se/vad-du-kan-gora/bli-en-smartare-konsument/ha-koll-pa-din-konsumentratt/>

2.2 Results of the desk market research and suitability analysis

The objective of the desk market research was to complement the findings of the literature review in order to check on a practical level the information identified above and fill any gaps. In particular, the desk market research allowed to identify which communication tools, including visual graphics and textual messages, are used by producers and traders at the product level and shop level in the 10 countries of focus, in order to inform consumers about the legal guarantee of conformity as well as commercial guarantees, including **early examples of commercial guarantees of durability**.

To this purpose, as further detailed in the methodology presented in Annex B.1 – Methodology literature review and desk market research, we assessed the information provided on commercial, legal and other guarantees for a list of 14 products, divided in five product categories and related websites, in the 10 countries of focus. Overall, **the research team analysed 793 different product items, offered for sale on in 58 websites**. These online retailers are listed in Table 9 of Annex B.1 – Methodology literature review and desk market research. Notably, **commercial guarantees were identified for 64% of the products¹⁰³**. Out of all of them, **48% were provided at no additional cost¹⁰⁴**, representing early examples of commercial guarantees of durability. Instead, information on the **legal guarantee was found in 84% of the products¹⁰⁵**. Other types of guarantees, such as guarantees covering only parts of the product and insurance-type guarantees, were identified less frequently, in 26% of the cases¹⁰⁶. This is illustrated in the two graphs below.

Figure 1 Overview of findings as a percentage of the analysed products



This section presents the results of the desk market research for this sample of products and websites and evaluates the **suitability of most frequently used communication tools and labels for harmonised application in the EU**. The methodology applied for this task, including changes agreed with DG JUST and EISMEA, is presented in detail in Annex B.1 – Methodology literature review and desk market research.

The section is structured by type of guarantees (commercial guarantees, legal guarantee of conformity, and other types of guarantees) as follows: first, we offer an overview of the findings of desk market research, presenting the frequency of use of guarantees by product and by country, the most used communication tools, and their location. Secondly, we assess the results of the

¹⁰³ 508 products out of 793.

¹⁰⁴ 243 commercial guarantees out of 508.

¹⁰⁵ 668 products out of 793.

¹⁰⁶ 206 products out of 793.

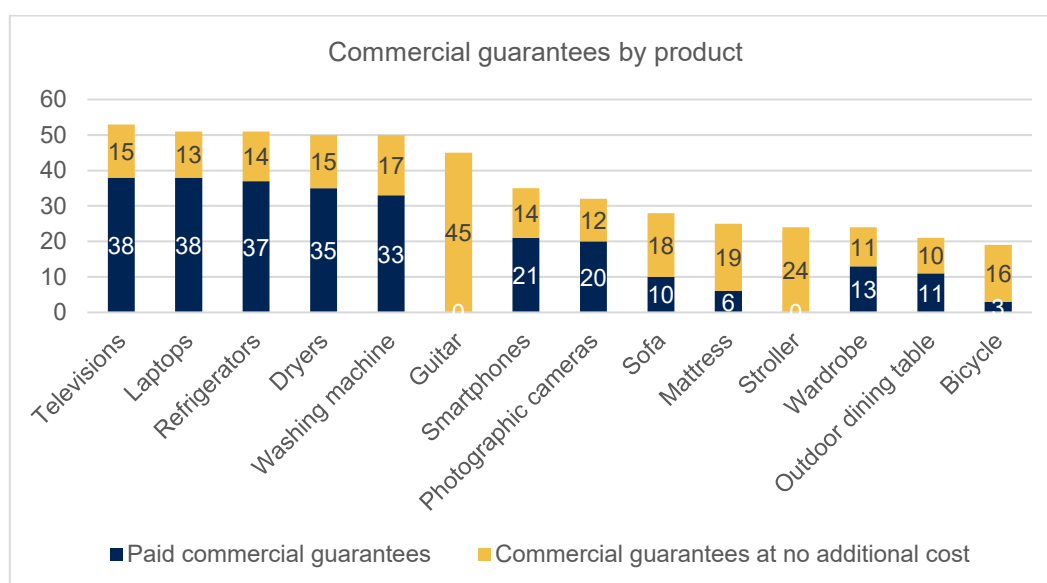
suitability analysis, for each criterion. To conclude, we offer a **list of recommendations** to approach the next tasks and the preparation of a harmonised label for commercial guarantees of durability and a harmonised notice for legal guarantees of conformity.

2.2.1 Provision of information on commercial guarantees

As mentioned above, desk market research across the 10 countries of focus allowed to identify **508 examples of commercial guarantees** across the selected product categories. In other words, there were 508 instances where producers and traders informed consumers about the possibility to cover a product with an additional coverage period, beyond the legal guarantee. Furthermore, **48% of the identified commercial guarantees** (243 out of 508 instances) were offered at no additional cost by the manufacturer or the retailer, in order to demonstrate the quality of the product. On average, commercial guarantees were offered at the shop level¹⁰⁷, i.e., by retailers, 71% of the time. In the remaining cases, they were provided at the product level, i.e., by the manufacturer.

Figure 2 below shows the distribution of commercial guarantees by product and to what extent they are provided against no additional payment. The results indicate that electronic products are the most likely to be covered by commercial guarantees, in line with the findings of the literature review. This holds true in particular for large appliances. On the other hand, traders/producers offer for consumer electronics like smartphones and photographic cameras fewer commercial guarantees than guitars. The item that presented the lowest number of commercial guarantees is bicycles: this can be explained by the fact that bikes are more likely to be covered by other types of guarantees, covering only parts of the product, as further detailed in [2.2.3 Provision of information on other types of guarantees](#). Guitars and strollers are also the only products for which all the commercial guarantees were provided at no additional cost.

Figure 2 Commercial guarantees by product



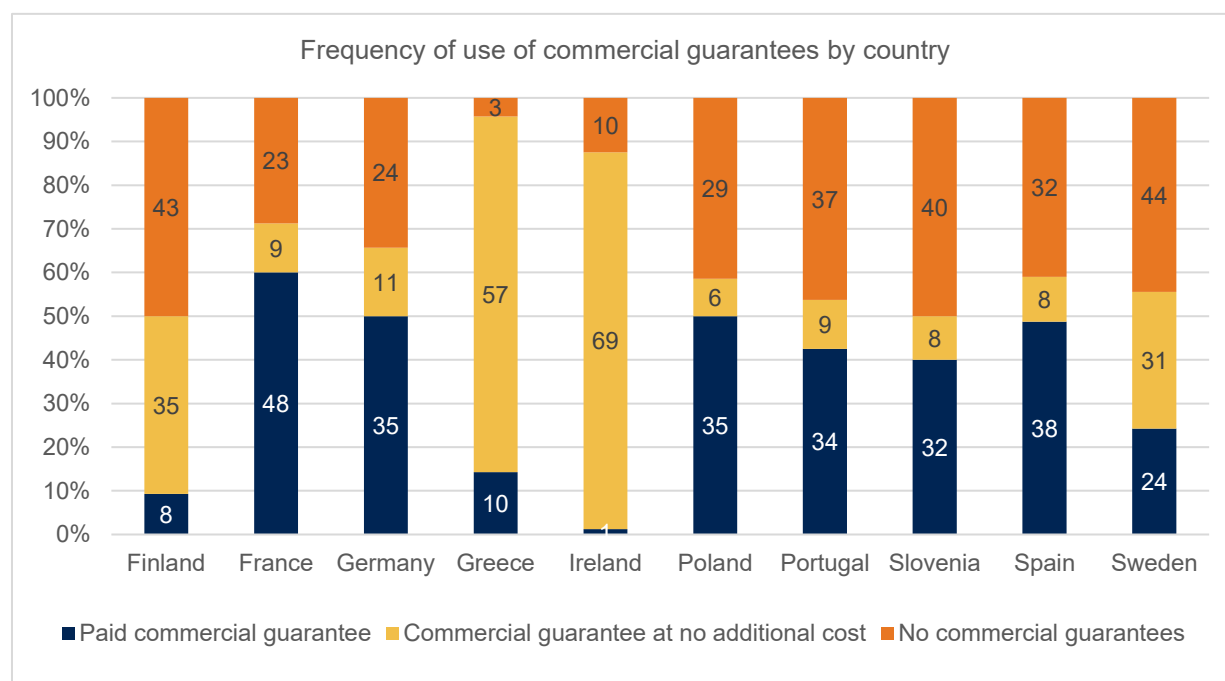
However, results differ across countries, with Greek websites offering the highest number of commercial guarantees (88%), and Slovenian websites offering the lowest number of commercial guarantees (50%).¹⁰⁸ Ireland is the country where producers and retailers offer the highest number

¹⁰⁷ When a guarantee is presented at the 'product level', it entails that the provider of the coverage is the manufacturer of the product. When a guarantee is offered at the 'shop level', it means that the provider of the guarantee is the retailer. 'Shop-level' guarantees therefore often cover all products sold in an online marketplace. However, the details of the shop-level guarantee (cost, duration, etc.) may change according to the product selected.

¹⁰⁸ The findings for Ireland are slightly different than what presented in the draft inception report (e.g., 80 products analysed instead of 70) because, after the inception meeting, we updated the findings by applying additional mitigation measures (i.e., analysis of an additional website).

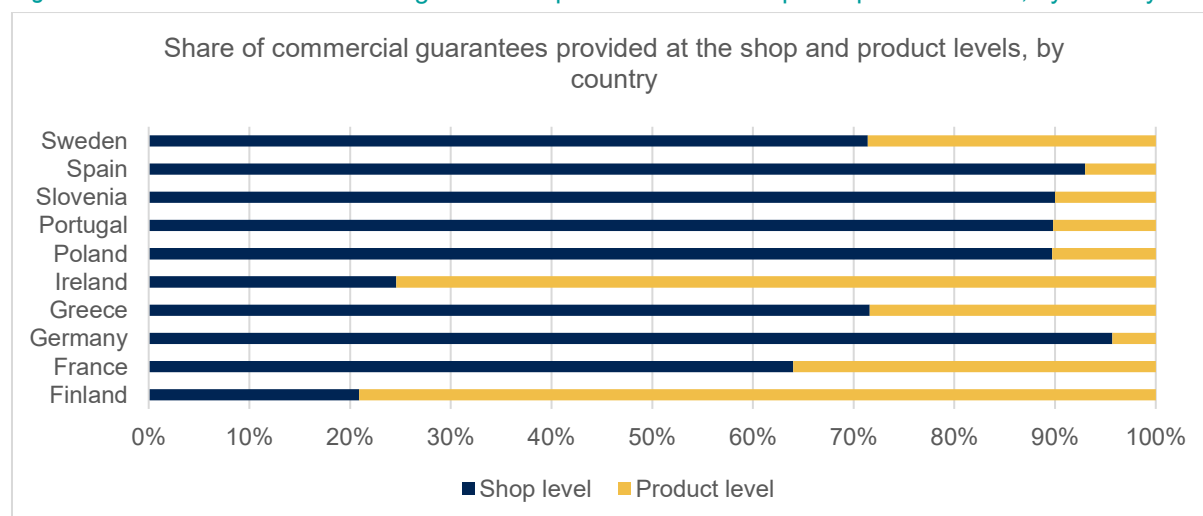
of commercial guarantees at no additional cost, followed by Greece and Finland. On the other hand, consumers shopping in Polish or Slovenian websites are most often asked to pay an additional price for extended coverage of their purchases. The figure below offers an overview of the results collected for the 10 countries of focus. It shows the percentage of analysed products that featured a paid commercial guarantee, a commercial guarantee at no additional cost, or no commercial guarantee at all.

Figure 3 Frequency of use of commercial guarantees by country



Concerning the providers of these guarantees, the cross-country results are overall in line with the European average: **commercial guarantees were more often provided by the retailer than by the manufacturer**. The few exceptions are Finland and Ireland, where producers respectively provided 79% and 75% of the guarantees identified.

Figure 4 Share of commercial guarantees provided at the shop and product levels, by country



As mentioned above, the results indicate that **the presence of a commercial guarantee strongly depends on the type of product and on the retailer and/or manufacturer**. On the other hand,

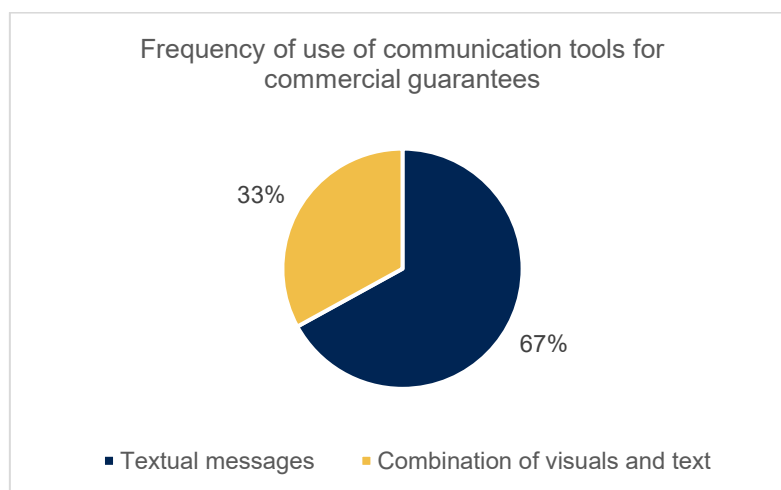
the product price on average is not related to the presence of a guarantee (i.e., whether a guarantee is offered or not): for example, all 50 washing machines analysed were covered by a commercial guarantee regardless of their price. As mentioned in the literature review, this may be explained by the fact that the level of consumer awareness and, therefore, also the demand for additional coverage, is typically higher for energy-related goods.

Price was also not the driving factor to offer a commercial guarantee on furniture products, and cross-country differences in coverage of the same product were mainly due to the retailer. For instance, all wardrobes identified in a Portuguese retailer (including an item sold for EUR 149) were covered, whilst wardrobes sold in Slovenia by a local retailer (including one worth EUR 2,019) were not covered. Concerning differences in coverage of the same product within a country, the producer was the key driver of this distinction: for example, in the same Greek website, a stroller from one producer worth EUR 300 was covered by the commercial guarantee, whilst another stroller manufactured by another producer sold for EUR 659 was not covered.

Additionally, available data indicate that price on average does not determine if the guarantee is offered at additional cost or under a payment.¹⁰⁹ However, **price is related to the length of the commercial guarantee: the longer the coverage period offered by the provider, the higher the initial price of the product.** For instance, washing machines associated with additional 1-2 years of commercial guarantee cost on average EUR 387, whilst those associated with 3 or more years additional coverage were sold for an average of EUR 485.

Concerning the **communication tools** adopted by producers and retailers to inform consumers about their rights, the results indicate that, in the EU, commercial guarantees are most often conveyed with **textual messages** (found in **67%** of the cases¹¹⁰), followed by the use of a **combination of textual and visual messages** (in **33%** of instances)¹¹¹, as illustrated below.

Figure 5 Frequency of use of communication tools for commercial guarantees



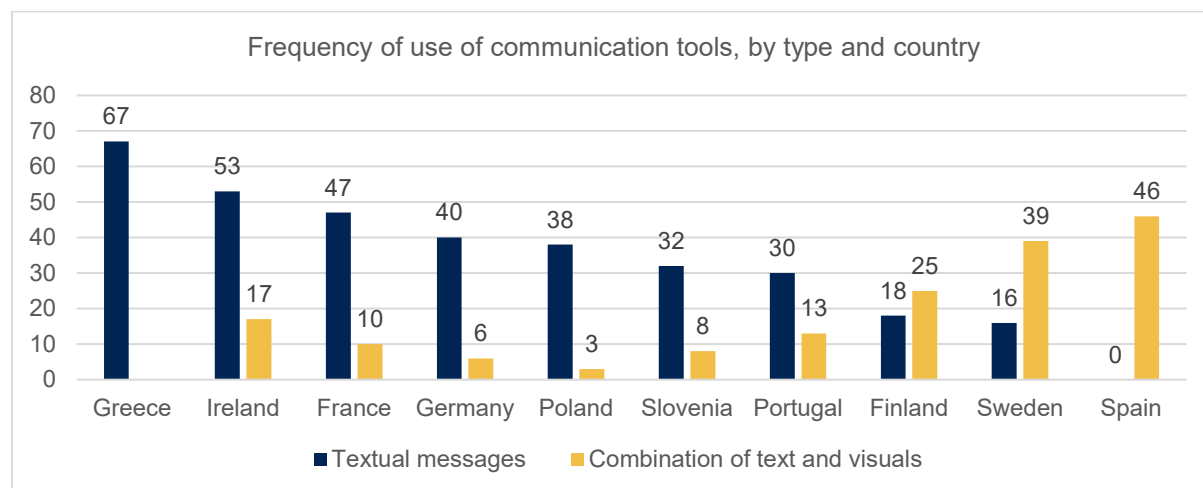
¹⁰⁹ One could argue that, if producers provide a commercial guarantee at no additional cost, the initial price of the product may be higher to cover potential future repair expenses. From the available data, however, it is not possible to confirm this hypothesis. Instead, some results indicate the opposite: for instance, the average price of washing machines associated with a free guarantee was EUR 424, whilst washing machines associated with a paid commercial guarantee on average cost EUR 516. A potential explanation is that manufacturers may offer commercial guarantees at no additional cost on lower-priced models as a way to differentiate them in a competitive market. This can be an attractive selling point for cost-conscious consumers. On the other hand, higher-end models with more features and perceived quality may come with an optional paid commercial guarantee, targeting a segment of consumers willing to pay more for additional assurance. Additionally, for lower-cost washing machines, the risk of failure may be lower, or the cost of repair may be cheaper, allowing manufacturers to embed the cost of the commercial guarantee into the price without a significant increase. For more expensive models, the cost of repairs or replacements could be higher, justifying the additional charge for the commercial guarantee.

¹¹⁰ 331 out of 499 commercial guarantees.

¹¹¹ 163 out of 499 commercial guarantees.

These results are consistent across countries, with the exception of Finland, Sweden and Spain, where the combination of visual images and text is used more frequently than text alone. Notably, producers and retailers analysed in Greece inform their consumers solely with textual messages. On the other extreme, Spanish market players entirely rely on visual cues complemented by text.

Figure 6 Frequency of use of communication tools, by type and country



The information gathered across the 10 countries of focus allows to conclude that **textual messages and combinations of visual and textual information are the main communication tools** at the disposal of producers and traders to inform consumers about commercial guarantees.

Importantly, **no significant trend was observed in the relationship between commercial guarantees offered at no additional cost and the communication tool** chosen by producers and retailers. In fact, textual messages indicated a commercial guarantee at no additional cost 43% of the time, and a combination of visuals and texts provided the same information in 32% of the cases. Therefore, **there is no evidence to advise against the use of a harmonised label for commercial guarantees, conditional on it being supported by a short text.**

Specifically focusing on the communication tools displaying a combination of text and visuals, the results indicate that **producers and retailers prefer to use simple graphics**, often in a **circular or rectangular shape** and in a **distinctive colour**. There is no distinct prevalence of dark or bright backgrounds, as long as the visual is clearly visible in its location, especially when put next to a product picture. Inside the label, they typically indicate the years of coverage¹¹² and mention the word “guarantee” or “extended warranty”. Almost always, this label is accompanied by a complementary text that further specifies whether the commercial guarantee is provided at an additional cost or not, and how to obtain it (e.g., consumers often have to activate free extended guarantees by registering to the website of the manufacturers).

Concerning the interaction of commercial guarantees with other information provided on the product webpage, the findings of the desk market research indicate that **textual and visual communication tools on the commercial guarantee never interact nor interfere with other labels**, such as the EU Energy label or other logos. More information is provided in Box 1 below.

Box 1. The interaction of commercial guarantees with other labels

Concerning the interaction between commercial guarantees with the EU Energy label, even in rare cases where they are presented close to each other, they can be easily distinguished thanks

¹¹² Producers and traders rarely specify whether the years indicated in the label account for the legal guarantee or not. This is mentioned as an area of improvement further below.

to the well-known colours of the EU Energy label and the different content that they convey (EU Energy labels have letters of the alphabet and commercial guarantees have numbers to indicate the years of coverage). The results of the desk market research showed that information on both the EU Energy label and the commercial guarantee can be provided multiple times in a product page, but that it never interferes with each other.

A standout practice was identified in **France where retailers are required to display a reparability index label on certain electronic products** to provide consumers with clear information on the repairability of the items. **Error! Reference source not found.** During the market research, these labels were identified 14 times. The index uses a scale of 1 to 10, with 10 indicating very easy reparability and 1 indicating very difficult reparability. The label includes the pictogram, score, and color code to help consumers make informed purchasing decisions. The index assesses criteria such as the availability and price of spare parts, ease of disassembly, and technical documentation provided by the manufacturer. This type of label was found to complement – rather than interfere with – the commercial guarantee.

This label could also inspire the design of the EU harmonised label because it effectively conveys information using distinctive visual and color coding. The color of the label is calibrated to the score of the index (green for a high score, yellow for an intermediary score and red for a low reparability index).

The results of the desk market research also indicate that **the type of communication tool is only loosely related to its location on the website**. In fact, the main difference in the use of textual messages or combinations of logos and text is simply that visuals are more likely to be found in the gallery of images of the product or indicated close to the price. Besides this, the two communications tools are equally likely to be found also in other locations of the website.

However, **the location of the communication tool heavily depends on the provider of commercial guarantees**. In particular, a communication tool located in the terms and conditions of the website, a sub-page dedicated to commercial guarantees and returns options, or even the homepage most likely indicates that the provider of the guarantee is the trader, who offers commercial guarantees for all (or most) products sold in the websites. The identification of the provider is less straightforward for commercial guarantees positioned in the product webpage, where both producers and traders were found to locate information on their guarantees. However, if the communication tool is included in the section describing the product specifications, or the gallery of images, often the provider of the extended coverage is the manufacturer itself. Instead, retailers tend to indicate that products they sell are covered by their own commercial guarantees towards the end of the product webpage or below the price and delivery options.

2.2.1.1 Suitability analysis of commercial guarantees

As mentioned above, the research team built on the findings collected during the desk market research to assess the suitability of the most frequently used communication tools for harmonised application in the EU. As a first step, the research team collected information on the legal compliance of commercial guarantees in the pre-contractual stage. Findings are summarised in **Box 2** below.

Box 2. Legal compliance of commercial guarantees

While analysing the **legal compliance of commercial guarantees**, it is important to keep in mind that traders and producers are legally required to provide consumers with information on the features of the commercial guarantee by means of a **commercial guarantee statement**, at the latest during the contractual stage. The results of the desk market research indicate that such information is conveyed on average 53% of the time in the product webpage in the pre-contractual stage. In particular, findings suggest that **consumers are on average more likely to find such information when commercial guarantees are communicated with a textual**

message. This is because the message may include a link to a separate page with the commercial guarantee statement, which would be more difficult to provide with visuals. In fact, about **78% of the pre-contractual information on commercial guarantee statements was found associated with a text-based communication tool.**

Interestingly, in Ireland, Germany and Poland, the commercial guarantee statement was solely found when associated with textual messages, while in Greece it was never available. The results from Slovenia and Spain instead always provided such information regardless of the communication tool. Results from France and Portugal indicate that **information on the commercial guarantee statement are more often provided when the extended guarantee needs to be purchased at an additional cost, and when it is provided at the shop level.**

As described in the methodology in Annex B.1 – Methodology literature review and desk market research, the suitability analysis of commercial guarantees – as well as the other types of guarantees in this study - focused on four assessment criteria, namely clarity, visibility, replicability and effectiveness. The research team assessed for each country the categories of communication tools against the criteria mentioned above with a Likert scale, ranging from 1 (very low) to 5 (very high). The scores were peer reviewed by researchers who analysed other countries in order to mitigate the risk of subjectivity of the analysis. Table 5 below offers an overview of the averages scores obtained by the communication tools per criterion.

Table 3 Results of the suitability analysis for commercial guarantees

Communication tool	Clarity	Visibility	Replicability	Effectiveness
Textual messages	3.3	4.3	3.7	3.4
Combination of visuals and texts ¹¹³	4.4	4.4	4.2	4.6

From the table, it is possible to notice that both communication tools score quite high in all the criteria, demonstrating that both options on average are clear, visible and effective enough to inform consumers, as well as easily replicable for producers and traders across the EU. However, the results of the suitability analysis indicate that **a combination of visual and textual messages is the most suitable communication tool for harmonised application of the commercial guarantee in the EU.**

i. Clarity

Starting from the **clarity criterion**, i.e., how easily a consumer can understand the information being conveyed, the results indicate that a combination of visuals and text can be clearer for a consumer than text alone. In fact, **an infographic can more directly convey the desired information to consumers.** Instead, text alone (as well as visuals alone) can sometimes be ambiguous, leaving room for multiple interpretations. While also an infographic can be ambiguous, the presence of both textual and visual messages can mitigate this risk. As indicated, in Greece for example, the commercial guarantee offered for electronic products, such as washing machines, is only presented in a textual format, creating a level of ambiguity as to what is available to the consumer. Visuals can help reduce this ambiguity by providing a clear representation of the intended message. Visual elements can also be used to draw attention to the most important pieces of information, such as using icons or colour coding to highlight warnings or key benefits.

Clarity also goes hand in hand with **consistency in messaging**: consistent use of visual branding elements, such as logos, colour schemes, and typography, can make communications instantly recognisable and easier to understand, as consumers become familiar with the visual language of the commercial guarantee. Additionally, combinations of texts and visuals have been found to **mitigate the risk of information overload**: a well-designed visual can convey a lot of information without overwhelming the audience, whereas a dense block of text might lead to information

¹¹³ This calculation does not include Greece, where the research team only found textual messages.

overload and reduce clarity. On the other hand, textual messages about commercial guarantees are often very succinct, and use confusing terminology without clarifying the scope of the coverage. The following Box offers some best practice examples of commercial guarantees, that provided clear and complete information.

Box 3. Best practices of clarity in commercial guarantees

A combination of visuals and textual messages can more directly convey the desired information to consumers. Such clarity can be achieved by providing different pieces of information, as indicated in the following cases. For instance, desk market research allowed to identify the example of a Portuguese commercial guarantee provided at the shop level, explicitly mentioning that it is at no additional cost. Additionally, findings of the desk market research indicate that information on commercial guarantees and the legal guarantee of conformity is rarely communicated together. Combinations of visuals and text can also straightforwardly convey information on who is the guarantee provider and what products are covered, even beyond the item currently being purchased.

Overall, the findings indicate that a clear label may contain different elements to convey information on commercial guarantees. As a minimum, the label should include the years of coverage and the type of guarantee provided (commercial guarantee, legal guarantee or guarantee covering other parts of the product) to clarify the scope. Additional information to convey could be the free nature of the guarantee, who is the provider and what products are covered.

ii. Visibility

Secondly, **a combination of visuals and texts is also easier to identify than information provided in text only**, even if the two communication tools score very similarly on the **visibility criterion**. The main driver of this result is the location of the information, more than the means used to convey it. As mentioned above, the main difference in the use of textual messages or combinations of logos and text is simply that visuals are more likely to be found in the gallery of images of the product, indicated close to the price or positioned under the product description. Besides this, the two communications tools are equally likely to be found also in other locations of the website.

Additionally, combinations of visuals and text were often more recognisable than simple text because of their distinctive colours, as shown in the pictures above. Instead, textual messages were sometimes hidden in long walls of text.

Notably, manufacturers and traders do not have obligations to position the information on the commercial guarantee in a specific location. Therefore, it would be important to take into consideration the findings of desk market research and offer recommendations on where to position the label on the website, to make sure that the chosen colours and conveyed information are visible enough for the consumer.

iii. Replicability

Thirdly, the **replicability** criterion assesses whether the communication tool is easy and cost-efficient for producers and traders to realise, also across different industrial and cultural environments. The results of the suitability analysis indicate that textual messages would be easily replicable by producers and traders, but that a combination of visuals and texts would be even more so. This finding may be surprising because textual messages are in principle easier to draft than designing a label. However, **a combination of visuals and texts may be more easily replicable across different productive sectors and countries**, for the following reasons:

- **Cultural variability and language barriers:** textual messages alone are heavily dependent on language, which varies across countries, and their translation can create significant costs for producers. Despite their significant printing costs, labels with numbers indicating the length of the guarantee, on the other hand, can often convey a message that is widely understood. Visuals can also help reduce the reliance on text, making the message more accessible to a

multilingual audience, which is particularly relevant when purchases are made across borders. One such example is a set of guarantees identified by desk market research in an international German retailer for music instruments, where the visual has limited text and conveys the message easily to a multilingual audience.

- **Adaptability:** visuals can be adapted to fit different formats and mediums more easily than text. For example, an infographic or icon can be resized or reconfigured for different platforms (such as print, online, or mobile) without losing its essence, whereas text may require reformatting and additional editing to fit different spaces.

Nonetheless, desk market research revealed that commercial guarantees are most often conveyed with textual messages than infographics. This may be because, given the lack of specific instructions on how to communicate the presence of a commercial guarantee, traders and manufacturers may find it easier to produce a textual message. Therefore, it will be necessary to keep this in mind when introducing the new harmonised label on the market and asking market players to adopt it. Providing a ready-to-use EU label may encounter initial resistance to change from market players but will eventually facilitate replicability across different sectors within and across countries, and make it easier for them to communicate more clearly the presence of a commercial guarantee.

iv. Effectiveness

Fourth, concerning the **effectiveness criterion**, i.e., whether or not the tool effectively informs consumers about their rights under legal and commercial guarantees, the results indicate that **a combination of visuals and texts is more effective than simple textual messages in informing consumers about the commercial guarantee**. This can be explained by the following distinguishing elements of infographics:

- **Enhanced comprehension:** visuals can complement text by providing additional context or illustrating complex ideas, making it easier for the audience to understand the message. When people can quickly grasp the intended message, the communication is more likely to be effective.
- **Emotional impact:** visuals have the power to evoke emotions more readily than text. Emotional responses can be a significant driver of decision-making and action, making visual communication more effective in influencing behavior.
- **Memory retention:** people generally remember visual information better than textual information. The use of visuals can make the message more memorable, which is particularly important for long-term effectiveness.
- **Faster processing:** the human brain processes visual information much faster than text. In a fast-paced environment where consumers are often making quick decisions, the ability to convey a message rapidly can greatly enhance the effectiveness of the communication.
- **Accessibility:** visuals can make information accessible to a wider audience, including those with literacy challenges, learning disabilities, or language barriers. By increasing accessibility, the communication tool is more effective in reaching a diverse audience.
- **Versatility:** visuals are versatile and can be effectively used across various platforms, including social media, websites, physical products, and digital advertising. This adaptability can increase the reach of the message, making the communication more effective overall.
- **Clarification of text:** when used alongside text, visuals can help clarify the message, reducing misunderstandings or misinterpretations that might occur with text alone. This clarity can enhance the trustworthiness and credibility of the communication.

Nonetheless, desk market research also found that a combination of textual and visual messages is less likely to provide information on the commercial guarantee statement in the pre-contractual stage. Therefore, additional instructions may be provided to encourage market players to properly inform consumers about the different features of the commercial guarantee before purchasing the product.

2.2.2 Provision of information legal guarantees of conformity

The desk market research conducted across the **10 countries resulted in the identification of 668 examples of legal guarantees of conformity** of products. Importantly, out of the total of 793 products from the selected product categories analysed for this task, information about the legal guarantee was found in a significant majority of cases (84% of the products). As it will be further explained below, this result heavily depends on the presence of legal guarantee information in the Terms and Conditions sections of the websites analysed, rather than at the product level. Based on the sample of products examined, a majority of traders and retailers operating seem therefore complying with their obligation under EU law to inform consumers about the existence of the legal guarantee of conformity covering their purchase.

However, the situation is heterogeneous among countries. For example, the legal guarantee was found for all the analysed products (websites) in **Finland, Germany, Poland, and Sweden**. In Portugal, France and Spain, it was found above 90% of the cases. In contrast with the other countries, such as **Slovenia**, information on the existence of the legal guarantee is not always provided: out of the 80 analysed products in total, only around 50% (39 products) included information on the legal guarantee of conformity of goods.

In contrast with commercial guarantees, information on the **legal guarantee of conformity is always provided by retailers at shop level**.¹¹⁴ In four countries, **Finland, France, Portugal, and Slovenia**, information on the legal guarantee was provided both in the terms and conditions sections of the website, and in the specific product webpage. That said, this was the case only for one website in all four countries.¹¹⁵ It can be concluded that the most widespread practice is to include the legal guarantee at shop level, although some retailers choose to also remind their consumers of the legal guarantee in the product description.

Table 6 below offers an overview of which retailers in the country of focus provided information on the legal guarantee of conformity by product categories. It is possible to notice that, on average across the EU, websites selling sport goods are less likely to properly inform consumers (the analysed retailers selling bikes did not provide information in 4 out of 10 countries).

Table 4 Availability of legal guarantees by country and product categories

Country of the retailer	Electronics	Furniture	Sport goods	Childcare	Music
Finland	Yes	Yes	Yes	Yes	Yes
France	Yes	Yes	No	Yes	Yes
Germany	Yes	Yes	Yes	Yes	Yes
Greece	Yes	Yes	No	No	Yes
Ireland	No	Yes	No	Yes	Yes
Poland	Yes	Yes	Yes	Yes	Yes
Portugal	Yes	Yes	Yes	Yes	Yes
Slovenia	Yes	No	Yes	Yes	No
Spain	Yes	Yes	No	No	Yes
Sweden	Yes	Yes	Yes	Yes	Yes

Regarding the communication tool used by retailers to inform consumers about the legal guarantee, textual messages are the predominant means of communication and were relied on in 92% of the time where the legal guarantee was identified. Textual messages were identified

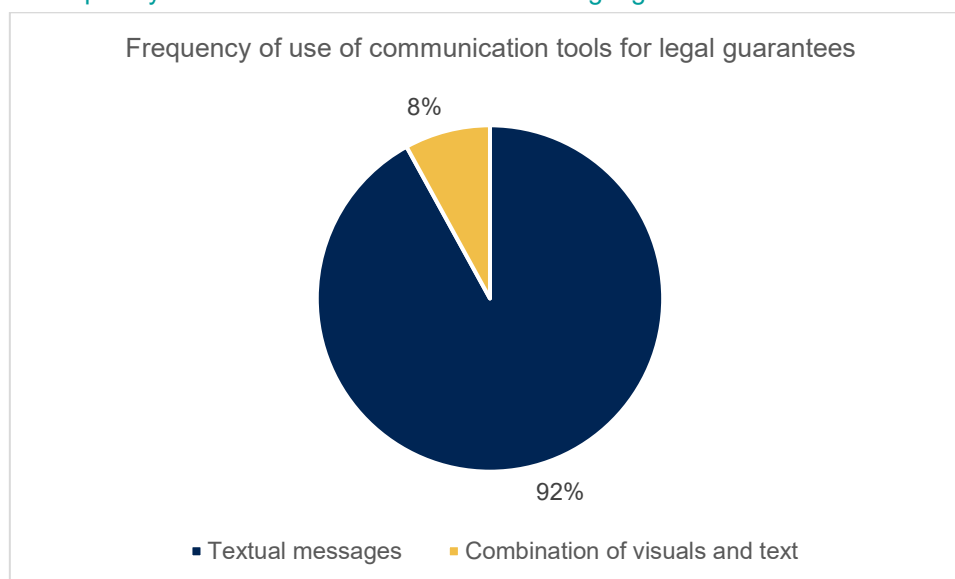
¹¹⁴ Importantly, only the seller is legally required to provide this information (of course also the producer whenever acting as a seller).

¹¹⁵ The following websites provided information on the legal guarantee of conformity both at the shop and product level.

- Childcare items shop in Finland: <https://www.jollyroom.fi>
- Furniture shop in France: <https://www.fnac.com/>
- Bike shop in Portugal: <https://bikezone.pt/>
- Electronics shop in Slovenia: <https://www.mimovrste.com/>

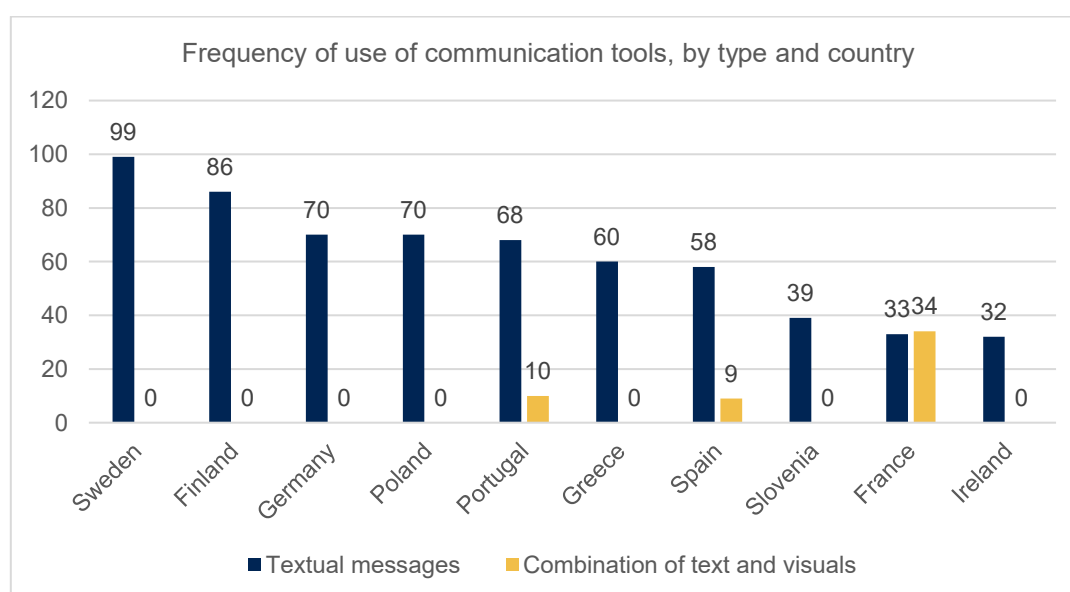
in all 10 countries covered by the study. In contrast, reliance on both visuals and text is less frequent than for commercial guarantees and was identified in 8% of cases. This is illustrated below.

Figure 7 Frequency of use of communication tools for legal guarantees



As seen below, also across different countries **the main communication tool used to inform consumers about the legal guarantee is textual messages**. In all countries except Portugal, Spain and France, information on the legal guarantee is always made available only through textual messages. **In several countries retailers also rely on other communication tools such as combining both visuals and text.** This is the case in France, Portugal, and Spain. Interestingly, France is the only country where retailers rely more on visuals and text than solely textual messages when informing consumers about the legal guarantee (51% of the time).

Figure 8 Frequency of use of communication tools, by type and country



Importantly, **the communication tool for the legal guarantee of conformity is usually located in the terms and conditions section of the retailer's website**, although in some cases it is also displayed in the product description or in an FAQ section of the website. This is consistent with the

finding that legal guarantees are provided at shop level (because the general terms and conditions are stated at shop level rather than product level). Slovenia is the only country where the communication tool (textual messages) for legal guarantees is most often provided in the product description rather than in the terms and conditions of sale of the retailer.

Notably, in Finland, Germany and Greece, the communication tool (textual message) was located in an FAQ page for one analysed website in each country. In another Greek case, the communication tool (combination of text and visual) was displayed in a separate webpage, presented together with the commercial guarantee. Interestingly, Germany was the only country where consumers were also informed about the legal guarantee *via* a link found at the top of the page in certain websites (in addition to the terms of conditions, and FAQ page). Most often, information on the terms and conditions is displayed at the bottom of the webpage of sellers.

The desk market research findings indicate that legal guarantees communicated on product webpages do not interfere with or interact with other labels, such as the EU Energy label. Even in rare instances where they are presented in close proximity (i.e., in the same section of the webpage), the well-established colours of the EU Energy label and the distinct content allow for easy differentiation.

2.2.2.1 Suitability analysis of legal guarantees of conformity

As a first step for the suitability analysis, the research team collected information on the legal compliance of identified legal guarantees of conformity. Regarding legal compliance of the guarantees with EU and national laws, **in four countries (Ireland, Slovenia, Portugal and Finland) we identified divergences** *vis-à-vis* the duration of the legal guarantee of conformity adopted in each of the countries. Below we describe our findings more in detail, offering some hypotheses as to the reason why the duration of the legal guarantee found in some websites does not correspond to the legal requirements imposed by each country.

In **Ireland**, the duration of the legal guarantee communicated by online retailers is set at two years, aligning with EU law but falling short of the six-year period under Irish national legislation. A possible explanation for this discrepancy is that websites that cater specifically to Irish consumers, as indicated by a .ie domain, are in some cases operated by companies headquartered in other countries. As stated in Article 6 of the Rome Regulation¹¹⁶, “[...] a contract concluded by a natural person for a purpose which can be regarded as being outside his trade or profession (the consumer) with another person acting in the exercise of his trade or profession (the professional) shall be governed by the law of the country where the consumer has his habitual residence”. In line with Article 6(1)(a) and (b) of the Rome Regulation, this applies if the professional pursues his commercial activities in the country of habitual residence of the consumer; or that he directs such activities to that country. This is further posited as follows: “purchasing online from France from a vendor situated in another European Member State that targets French consumers—evidenced by a .fr website, French language, and the option to transact using French payment methods—should, in principle, entitle you to the protections of French law”.^{117,118,119} In other words, in Ireland, consumers have a time frame of six years from the purchase date to address any issues with a product, as this is the duration of the limitation period. This does not automatically confer them a right to compensation, repair or replacement, although it prevents their consumer rights from being prescribed before six years after purchase.

Instead, in **Germany, Portugal and Slovenia**, the identified information always indicated the duration of the legal guarantee consistently with national and EU law except in one website (in each

¹¹⁶ 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)

¹¹⁷ ECC France (2024). *Your guarantees in case of a product defect*. Retrieved from: <https://www.europe-consommateurs.eu/en/shopping-internet/guarantees-and-warranties.html>

¹¹⁹ European Consumer Centres Network (2019). *Commercial Warranties: Are they worth the money?* p. 16. Retrieved from: https://www.europe-consommateurs.eu/fileadmin/Media/PDF/publications/etudes_et_rapports/Etudes_EN/Commercial_warranties.pdf

of these countries). A possible explanation is that, in the websites where the information was reported incorrectly, the website owners have not updated the terms and conditions of the website since the introduction of the new limitation period in January 2022.

Interestingly, the market research conducted in **Finland** shows that the duration of the legal guarantee is not directly provided. Instead, retailers refer consumers to the applicable consumer protection Act. This is also the case of some Irish and Slovenian websites.

As per the methodology described in Annex B.1 – Methodology literature review and desk market research, Table 7 below indicates the average results of the assessment, for all countries, of the communication tools used against the relevant suitability criteria with a Likert scale.

Table 5 Results of the suitability analysis for legal guarantees

Communication tool	Clarity	Visibility	Replicability	Effectiveness
Textual messages	3.7	2.7	4.5	3.6
Combination of visuals and texts ¹²⁰	4.0	3.3	4.3	4.0

As seen in the table and in line with the findings from the suitability analysis conducted as regards commercial guarantees, **using a combination of visuals and text appears to be the most suitable communication tool for a harmonised application of the legal notice on the legal guarantee of the conformity of goods**. The communication tool relying on visuals and text scores higher than textual messages in all criteria except replicability where textual message scored 0.2 points higher. That said, it is crucial to note that **even when a visual element is used, it is supported by a prominent textual element**.

i. Clarity

Beginning with **the criterion of clarity**, which assesses the ease with which a consumer can grasp the information, the findings could seem surprising given that written messages can often be more detailed and thus more transparent for a customer. In fact, **the suitability assessment highlighted best practices which involved only textual messages as communication tools**, as seen in **Box 4** below.

Box 4. Example of good practices relying on textual messages

An example of a good practice was identified on the website of a large Spanish retailer: the provided text was clear, indicating the 3-year duration of the legal guarantee (starting from the date of delivery) and referring to the applicable Spanish legislation. It also informed consumers of the different applicable legal regime for goods purchased before the 1st of January 2022.

Another good example was found on a Polish website. Although the text was shorter than in the Spanish case, it was concise and specified that it is the company that is liable for non-conform products.

A particularly interesting example of information on the legal notice was found on a Swedish website. Although the text was long, it was one of the most complete and exhaustive legal guarantee communication that was identified through desk research. In particular, it included practical information for consumers to enforce their rights (who to address the complaint to), details on the reversal of the burden of proof on the consumer after two years, and also referred to the national legislation applicable.

¹²⁰ Noteworthy that the average score is calculated between the three countries where a combination of visuals and text was used to communicate about the legal guarantee. These countries are France, Portugal and Spain.

While textual messages allow for the communication of clear and comprehensive information to consumers, **the suitability analysis shows that in some cases the text does not state the duration of the legal guarantee and directs consumers to other webpages for more extensive information on their rights. For example, in the case of Ireland, consumers were found to be redirected to an alternative page in order to acquire additional information on the legal guarantee.** This practice lowers the clarity of the message as it requires additional action from the consumer to verify other webpages and does not contain key pieces of information on the legal guarantee such as its duration.

In addition, **when drafting the harmonised notice on the legal guarantee, including key information such as the duration, the date of the reversal of the burden of proof, practical steps that consumers should take in case of faulty products, and a reference to the applicable legislation would increase the clarity of the information.**

Conversely, **the communication tool involving both text and visuals ranked slightly higher than textual messages. Infographics supported by text are indeed found to convey information with more clarity to consumers.** As described for commercial guarantees, visual branding items such as logos, color schemes, and typography, have the potential to render communications instantly identifiable and easier to understand, as the audience becomes familiar with the visual language of legal guarantees.

The following Box 5 provides some best practice examples of legal guarantees with a visual element supported by text, that provides clear and complete information.

Box 5. Examples of best practices to communicate legal guarantees with a combination of visuals and text

An example of a legal guarantee where a visual element integrates the text was found in France. The text was concise and clearly drafted. The text clearly mentioned the legal obligation on the guarantee of conformity, it included the two-year duration of the legal guarantee from the date of delivery of the product, the coverage of the guarantee (the products and their parts) and specified that for used products the reversal of the burden of proof on the consumer is on the 13th month after delivery. The text was accompanied by a visual with a shield-shaped logo, to symbolise the guarantee.

Another particularly interesting example of a legal guarantee combining both visuals and text was identified in Portugal. In this case, the figure clearly explained not only the legal guarantee but also how it interacts with the commercial guarantee: in particular, the picture consisted of a timeline of six years, the first three years being covered by the legal guarantee, and the last three years by the commercial one.

i. Visibility

Combining visuals and texts makes the information quickly identifiable and is an effective way to attract consumers attention. In line with this finding, the communication tool involving text and visuals (3.3) scored significantly higher in terms of visibility than usage of textual messages alone (2.7 out of 5).

When retailers relied on a combination of text and visuals as a communication tool, the information was likely to be provided both at shop and at product level. In cases where it is also provided at product level, it is usually included on the main page, close to the product description and price. This allows for a high level of visibility for consumers when purchasing the product as indication of the existence of the legal guarantee is located close to essential information such as the price and the product description.

Visuals are usually placed on a light background and are more distinctive than text alone.

When information on the legal guarantee is solely conveyed through text and in a separate page of the website dedicated to the terms and conditions of sale of retailers, as is often the case, it is less visible for consumers. Firstly because of the location of the information (on a separate page); and secondly because of the lack of visuals which can drown 'the information behind, walls of text'. In contrast, combining text and visuals allow consumers to rapidly identify key information and raise awareness about legal guarantees.

ii. Replicability

The replicability criterion focuses on whether the communication tool is easy and cost-efficient for traders and economic operators to realise taking account of the differences in industries and cultural environments. Although both communication tools achieved a high ranking for this criterion, replicability is the only one where textual messages have scored slightly higher than combining both text and visuals (by 0.2 points).

This finding can be explained by the straightforward nature of text, **which can be quickly adapted and reproduced without the complexities and additional expenses associated with designing and integrating visuals.** Consequently, textual messages offer an accessible and economically viable option for consistent consumer communication regarding the legal guarantee. Other reasons for this finding include:

- **Regulatory compliance:** textual content can be quickly and cost-efficiently updated to comply with changing legal requirements or consumer protection laws, whereas visuals may require complete redesigns to maintain compliance.
- **Printing and production:** text requires less intricate printing processes compared to visuals, which may need specific colours, resolutions, or materials to maintain their integrity, thus text can be produced with minimal resources.
- **Digital compatibility:** textual messages are easily integrated into digital platforms and electronic labels, allowing for seamless updates and distribution without the need for complex graphic design.

That said, both communication tools are found to have a high level of replicability according to the suitability analysis. Moreover, and as developed in the section on commercial guarantees, combining visuals and text also presents strong benefits in terms of replicability.

iii. Effectiveness

Lastly, on the effectiveness criterion which looks at whether the tool effectively informs consumers about their rights under the legal guarantee, **the suitability analysis finds that using a combination of visuals and text is more effective than only textual messages.**

Firstly, visuals serve as a powerful tool for enhanced comprehension. They provide additional context and can illustrate complex ideas in a way that complements the written word, allowing the audience to grasp the intended message with greater ease. This synergy between text and imagery ensures that communication is not only absorbed but also understood more effectively.

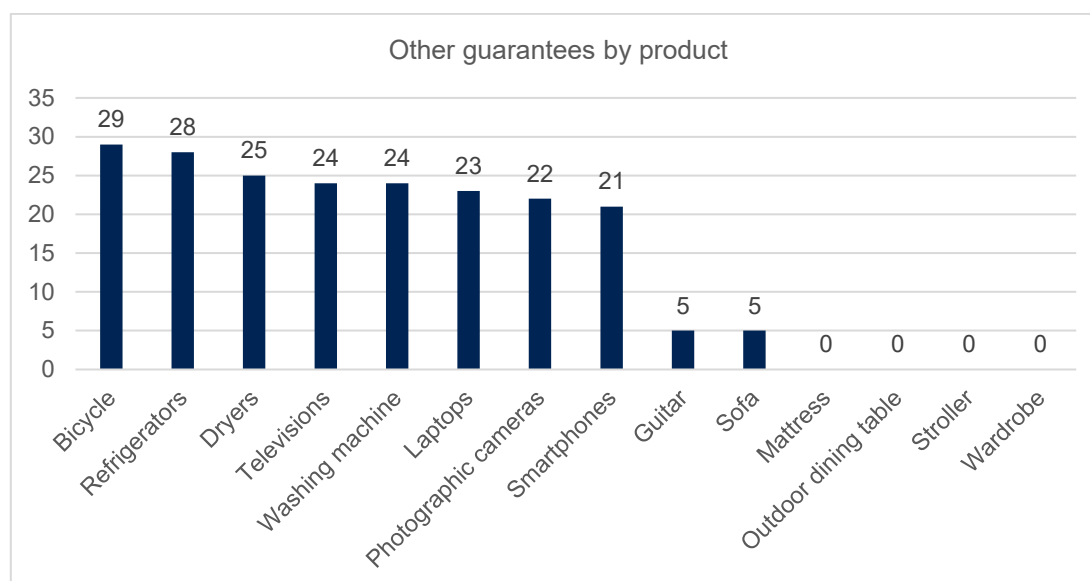
Secondly, visuals are found to have a greater emotional impact on consumers. Images can trigger emotions more easily than text alone. Since emotions play a key role in decision-making and driving action, visual communication can influence consumer behavior significantly. Moreover, when it comes to memory retention, visual information tends to stick with us longer than textual content. The strategic use of visuals can make a message more memorable, which is especially valuable for messages that aim to have a lasting impact.

2.2.3 Provision of information on other types of guarantees

While conducting the desk market research, information on additional guarantees was also identified. 'Other types of guarantees' assessed in this section include, above all, **commercial guarantees applicable only to certain parts of the products**, which were the most frequently identified. In addition, the analysis found few examples of **insurance-type guarantees**. These differ from traditional commercial guarantees, and are intended as a form of risk management

primarily used to hedge against the risk of an uncertain loss (e.g., theft). They are contractual agreements where the insurer agrees to compensate the insured party in the event of a specified loss in exchange for a premium. Overall, these types of guarantees **were found for 26% of all the analysed products**. As mentioned, some products, such as bicycles, were less frequently covered by commercial guarantees. In these cases, we found more instances of commercial guarantees covering only parts of the product. In Figure 9 below, it is possible to notice that the products most likely to be covered by such guarantees are bikes, followed by energy-related products and small electronics.

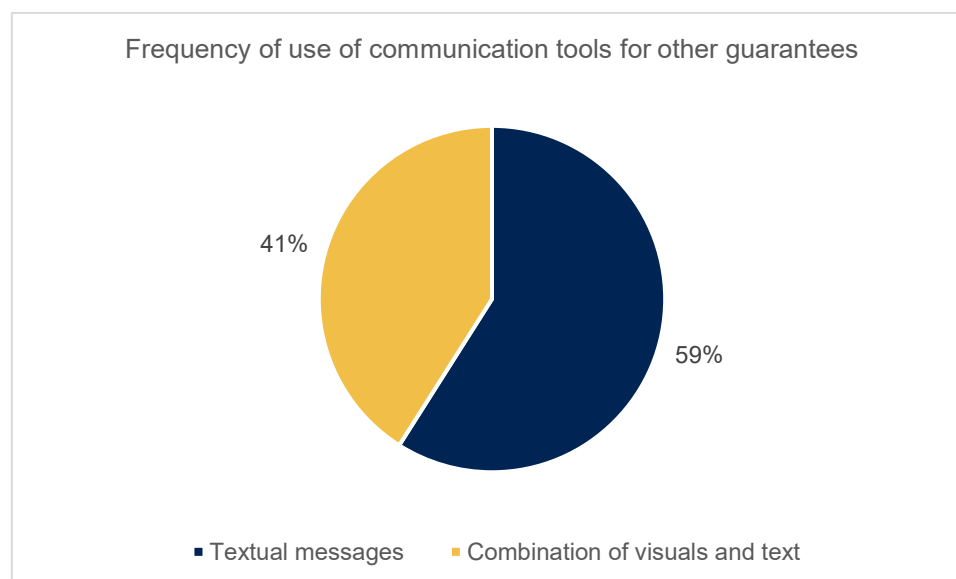
Figure 9 Other types of guarantees by product



Among these other types of guarantees, 59% relied on textual messages alone while 41% used a combination of visuals and text.

These guarantees have varying scope and duration (for example 20 years for a washing machine Inverter motor, or lifetime for certain parts of bicycles such as frame etc.). They are usually found in the product description at product level rather than at shop level.

Figure 10 Frequency of use of communication tools for other types of guarantees



2.2.3.1 Suitability analysis of other types of guarantees

As per the methodology described in Annex B.1 – Methodology literature review and desk market research, Table 8 below indicates the average results of the assessment, for all countries, of the communication tools used against the relevant suitability criteria with a Likert scale.

Table 6 Results of the suitability analysis for other types of guarantees

Communication tool	Clarity	Visibility	Replicability	Effectiveness
Textual messages ¹²¹	4.0	4.3	4.1	3.9
Combination of visuals and texts ¹²²	4.4	4.0	3.1	4.6

The **clarity** of information is key in helping consumers understand their rights and the product features they are entitled to. Consistency in labeling and branding plays an important role in this regard. A good example of effective communication is the guarantee provided for inverter motors in washing machines, which has been recognized as a best practice. This guarantee has been consistently presented across several countries, creating a reliable expectation for consumers to find and understand guarantee information. Such consistency not only helps in recognition but also builds consumer trust in the information provided.

Box 6. Examples of guarantees covering only parts of the products and communicated using a combination of text and visuals

A communication tool identified in Ireland included a distinctive infographic in addition to key information on the type of guarantee. The figure emphasised the duration of 20 years, and the label specified the part of the product that was covered. Interestingly, the same label was found for other large appliances in online retailers established in Sweden, Germany, Poland, and Portugal.

Another similar example identified in Sweden included the label on top of the image of the part of the product which was covered by the guarantee. This is considered a standout practice because the combination of text and visuals allows for a clear identification of the part of the product covered by the insurance and other key information (duration of 20 years).

While **visual elements** are often highlighted for their effectiveness in attracting consumer attention, it is important to note that textual messages, when properly indicated, can be just as visible and impactful. This is particularly true in the context of partial guarantees, which are an important marketing tool. Retailers and manufacturers may choose to make these textual messages more prominent, ensuring that they are not eclipsed by visual elements. This allows retailers and traders to effectively communicate the specifics of the guarantee, making it clear and accessible to consumers.

However, when it comes to **replicability**, there are certain challenges that need to be considered. Images that depict the parts of a product covered by guarantees, as indicated in the second example in **Box 6** may not be easily replicable across all products and industries. This is especially relevant for guarantees that are unique to certain products, as opposed to the more standardised commercial and legal guarantees. The specificity required for these images means that they may not be suitable for use in a harmonised notice across different sectors.

In terms of overall effectiveness, a combination of text and visuals is often more successful in conveying a message, confirming the findings in the previous sections. The inclusion of visual elements can significantly enhance the consumer's understanding and retention of information. Therefore, it is recommended that the harmonised notice also incorporates a small visual element or a distinguishing feature. This approach will ensure that the notice is not only informative but also engaging, making it more likely that consumers will see and comprehend the information about their legal rights and guarantees.

¹²¹ The average score is calculated between the countries where textual messages were used to communicate about other guarantees. The calculation does not include Slovenia and Finland.

¹²² The average score is calculated between the countries where a combination of visuals and text was used to communicate about other guarantees. The calculation does not include Spain and Greece.

To conclude, the market research showed the existence of other types of guarantees (in addition to the legal and commercial guarantees). With 24% of analysed products offering guarantees and insurances on specific parts, it can be seen that consumers value at least somewhat this information when making purchasing decisions. The effective use of both textual and visual elements, as demonstrated in the examples from Ireland and Sweden, enhances consumer understanding and engagement. Furthermore, the reparability index label mandated in France exemplifies a best practice in promoting sustainability by informing consumers about the ease of repair for electronic products. By adopting similar strategies, retailers can foster greater consumer confidence and encourage more sustainable consumption patterns. Overall, the provision of clear, accessible information on guarantees not only empowers consumers but also drives manufacturers towards more responsible product design.

2.2.4 Conclusions and preliminary recommendations for the next steps of the project

In conclusion, the desk market research conducted across 10 EU countries has provided valuable insights into the communication tools and practices used by producers and traders to inform consumers about legal and commercial guarantees. The research revealed a significant prevalence of commercial guarantees, with 64% of products offering such assurances, and a notable 48% of these being provided at no additional cost as early examples of durability guarantees. Legal guarantees of conformity were even more widespread, found for 84% of products.

The research highlighted the effectiveness of both textual messages and combinations of text and visuals in conveying guarantee information, with the latter being slightly more suitable for harmonised application due to its higher scores in clarity, visibility, replicability, and effectiveness. These findings suggest that a harmonised approach to communicating guarantees in the EU could benefit from incorporating both visual and textual elements to enhance consumer understanding and engagement.

The research also showed the importance of clarity in communication, with standout practices demonstrating the potential for clear and complete information to significantly aid consumer comprehension. Visibility was another key factor, with visual elements proving to be more recognisable and attention-grabbing than text alone. In terms of replicability, the combination of visuals and text was found to be more adaptable across different markets and cultural contexts, despite textual messages being easier to produce. Lastly, the effectiveness of the communication tools was assessed, with visuals and text outperforming text alone in conveying the message rapidly and memorably.

As a result of this analysis, we provide the following preliminary recommendations for the design of the EU harmonised label:

- **Design and content:**
 - Combine visual elements with textual messages to enhance clarity and consumer understanding.
 - Include clear information on the essential elements of the guarantee (coverage, duration, the free nature of the guarantee)
 - Indicate the provider of the guarantee (manufacturer or retailer).
- **Visual elements:**
 - Use simple graphics, such as circular or rectangular shapes, with distinctive colors to attract attention and convey key information.
 - Ensure the visual elements are clearly visible against the product background and do not blend with other webpage elements.
- **Textual messages:**
 - Provide succinct yet comprehensive textual information that clearly distinguishes commercial guarantees from legal or other guarantees.

- Include a link or reference to a detailed commercial guarantee statement, particularly when further elaborating about the guarantee in the text.
- **Location on website:**
 - Recommend retailers to position the harmonised label in prominent locations on the website, such as the product gallery, near the price, or in the product description.
 - Avoid placing the label in areas where it could be obscured by other text or overlooked by consumers.
- **Harmonisation and replicability:**
 - Create a standardised EU label template that can be easily replicated across different sectors and cultural environments.
 - Consider language barriers and cultural differences to ensure the label is universally understood and accessible.
- **Effectiveness:**
 - Ensure the label effectively informs consumers about their rights under the guarantees and how to activate or claim them.
 - Use visual elements to enhance comprehension, emotional impact, memory retention, and faster processing of information.
- **Non-interference:**
 - Design the label to avoid interference with other labels or information, such as the EU energy label, ensuring easy differentiation.
- **Additional instructions:**
 - Offer guidance to market players on how to integrate the harmonised label into their existing communication strategies.
 - Encourage the inclusion of information about the harmonised label in pre-contractual stages to fully inform consumers before purchase.

Additionally, we suggest that the definition of the EU harmonised notice on the legal guarantee takes into consideration the following elements:

- **Clarity:**
 - Ensure the notice clearly states the duration of the legal guarantee and the rights it provides to consumers.
 - Use straightforward language to avoid ambiguity and ensure consumers can easily understand their rights under the legal guarantee.
- **Visibility:**
 - Encourage retailers to place the notice in a prominent location on their website, such as the product description. In this case, recommend that retailers provide information on the legal and commercial guarantees in the same location, to enhance full comprehension for the consumers.
 - Consider using both text and visuals to attract consumer attention and enhance the visibility of the notice.
- **Consistency:**
 - Maintain a consistent visual and textual style for the notice to foster consumer recognisability and trust.
- **Accessibility:**
 - Offer translations of the notice in all official languages of the EU to meet the needs of EU consumers and mitigate the translation costs for retailers and producers.
- **Replicability:**
 - Design the notice to be easily replicable by retailers and producers, taking into account different industries and cultural environments.
 - Provide a template or guidelines for creating the notice to facilitate uniform application across the EU.
- **Effectiveness:**
 - Assess the notice's effectiveness in informing consumers about their rights and adjust as necessary to improve comprehension and impact.
 - Include examples of best practices in the guidelines to help retailers and producers provide effective and complete information.

- **Additional instructions:**
 - Recommend retailers to clearly include in the terms and conditions the date of the reversal of the burden of proof, the practical steps that consumers should take in case of faulty products, and the relevant applicable national legislation.

3 Results introductory stakeholder survey (Subtask 1.2)

Building on the learnings from the literature review and desk market research, an introductory stakeholder survey was organised to consult different stakeholder groups. This survey aimed to understand stakeholders' expectations and identify the necessary prerequisites that the harmonised label and the harmonised notice must have.

3.1 Technical information

3.1.1 Number of responses and field work dates

A total of **609 stakeholder organisations** were contacted by Ipsos. More specifically, **691 individual contacts** were invited **via email**. **69** contacts were invited by submitting the invitation to a **contact form** on the website since there was no email address available. **300 contacts** (150 via direct email or LinkedIn and 150 via direct message on Facebook and X) received the invitation to participate via a recruiter. Two reminders were sent out. Note that DG JUST also contacted 71 contacts from Member State Authorities themselves.

Fieldwork ran between August 13 and September 25, and a total of 111 individual responses were recorded.

Table 7 Participants per stakeholder group

Stakeholder group	Number of individual responses (frequency)	Number of individual responses (percentage)
Organisation representing consumers	20	18.02%
Organisation representing businesses	25	22.52%
Private businesses	18	16.22%
Member State authority	38	34.23%
Other	10	9.01%
Total	111	100%

Organisations representing businesses or private businesses themselves received a follow-up question (see Annex B.2 – Questionnaire for the introductory stakeholder survey) asking about the types of activities that they perform. Of those 43 organisations representing businesses or being a private business themselves, most of them indicated to sell goods to consumers directly.

Table 8 Type of business activity

Type of activity	Responses
I produce – or represent companies producing - goods	62.79%
I sell – or represent companies selling – goods directly to consumers	74.42%
Other	18.60%

Additionally, the 18 private businesses received a question asking in which sector they were active. Note that for the second stakeholder survey, this question will also be presented to organisations representing businesses.

Table 9 Business sector

Sector	Responses
Automobiles and transportation	0%
Baby and child products	0%
Electronics and appliances	22.22%
Fashion and luxury goods	11.11%
Home and garden	16.67%
Household goods	27.78%
HVAC	0%
Musical instruments and equipment	0%
Office supplies and equipment	0%
Personal and health care	11.11%
Pet products	16.67%
Renewable energy products	0%
Security and surveillance	0%
Smart home and automation	11.11%
Sports and outdoor	16.67%
Supermarket	22.22%
Toys and games	11.11%
Travel and leisure	11.11%
Other	27.78%

3.1.2 Survey duration

The mean, median, minimum and maximum survey duration are shown in the table below. As shown, the median survey duration is 23,22 minutes. This median metric is in line within the envisaged survey duration.

Table 10 Survey duration

	Mean	Median	Min	Max
Duration	37.52	23.22	1.92	315.18

3.1.3 Break-offs

As shown in the table below, 573 respondents quit the questionnaire. The majority of respondents did so at the language question and introduction. Note that respondents who dropped out at the outro questions (C2 and C3) were still taken into account into the final dataset. Emails from respondents learned us that some of them liked to receive the questions beforehand. Even though individual national members were contacted, it seems that European organisations still prefer to answer in the name of their national members. Receiving the questions beforehand allows them to first collect insights from their national members, and afterwards complete the survey inserting these aggregated answers. Therefore, the survey questions were attached as PDF to the second email reminder that was sent out. For the second stakeholder survey the PDF version of the survey questions was attached to the email invitations from the start.

Table 11 Break-offs per question

	Break-offs (frequency)	Break-offs (percentage)
L1 (language)	248	47.1%
Intro1	96	18.2%
Intro2	18	3.4%
S1 (stakeholder group)	27	5.1%
S2 (name organisation)	35	6.6%
S3 (sector)	4	0.8%
S4 (activity)	5	0.9%
Intro_Q1	9	1.7%
Q1 (textual/non-textual design)	18	3.4%
Q2 (alternative name)	14	2.7%
Q3 (expression of duration)	1	0.2%
Q4_img (upload good example)	5	0.9%
Q5 (suggestion symbols and colours)	7	1.3%
Q5_img (upload suggestion symbols and colours)	2	0.4%
Q7 (symbol EU)	1	0.2%
Q8 (inclusive)	1	0.2%
Q9 (confusion with other label)	1	0.2%
Q9_img (upload confusion with other label)	1	0.2%
Q12 (reminder notice)	2	0.4%
Q15 (similar design notice and label)	3	0.6%

Q18 (offline location label)	2	0.4%
Q20 (good example of info on legal guarantee)	3	0.6%
Q21 (level of detail in notice)	1	0.2%
Q29 (offline location notice)	1	0.2%
Q31 (characteristics of commercial guarantee on label)	7	1.3%
C2 (additional comments regarding notice)	3	0.6%
C3 (second stakeholder survey)	8	1.5%
Outro	4	0.8%
Total	527	100%

3.1.4 Language

Below an overview of the language in which respondents completed the questionnaire. Most respondents completed the questionnaire in English. Note that only one respondent completed the questionnaire in Portuguese. Therefore, it was decided to replace Portuguese with Polish for the second stakeholder survey. As this is a language from another language family and also Poland is among the selection of 10 member states for the subsequent data collections for the consumer workshops, consumer survey, traders and producers survey and behavioural experiment.

Table 12 Language

Language	Responses (frequency)	Responses (percentage)
English	84	75.7%
German	11	9.9%
French	15	13.5%
Portuguese	1	0.9%
Total	111	100%

3.2 Results on the harmonised label

This section presents the survey results. For the closed questions, total percentages reflecting answers for all respondents are reported, as well as percentages per stakeholder group. For the answers to open questions, it is also highlighted when there were different responses per stakeholder group. Note that no weighting system was used when analysing the quantitative questions because population statistics are unclear and therefore it is rather difficult to assign accurate weights.

3.2.1 Design

Most respondents indicated they prefer to have a **mixed design** for the label, including both text and symbols, as this was rated as being the most understandable (Q1).

Table 13 Design of harmonised label

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
A fully textual design: the label only includes text	0%	2.33%	7.89%	0%	3.60%
A fully non-textual design: the label only includes symbols or icons	5.00%	23.26%	7.89%	10.00%	13.51%
A mixed design: the label includes text and symbols/icons	95.00%	65.12%	78.95%	80.00%	76.58%
Don't know	0%	9.30%	5.26%	10.00%	6.31%

Further exploring what the design should actually look like, participants gave the following suggestions regarding the **colour scheme** (colour of background, colour of text etc.) (Q5):

- **Suggested colours:** generally, stakeholders suggested a professional colour palette of grey, silver, black, blue, or white to associate with tech industry and avoid green because of associations with eco-marketing. Across stakeholder groups, we observed different opinions:
 - o Representatives of Member States Authorities suggested to avoid green colours to avoid confusion and associations with the eco-label.
 - o Some associations representing consumers, suggested green or some green element as a reminder of durability as an environmental-conscious choice.
 - o Associations representing businesses and private businesses were often referring or strongly recommending a black and white label, for costs and technical difficulties associated with printing in colour.
- **Contrasting Colours:** use high contrast between colours to enhance visibility and readability, particularly for individuals with visual impairments.

When looking more closely at what the **text** should look like, the following elements were raised (Q5):

- **Font:** clear and legible font.
- **Size:** avoid small text sizes to prioritize readability.
- **Minimal information:** use bold text strategically to highlight the number of years of durability, which is the key information.
- **Extended information:** some stakeholders suggest to include a QR code to provide consumers with access to additional product information, ensuring a clean and uncluttered label design.

Finally, asking participants about **symbols and icons**, they preferred simple symbols and icons, symbols and icons that represent the number of years and circular forms (Q5):

- **Simplicity:** prioritise simplicity and clarity to avoid overwhelming consumers with information, incorporating easily recognizable icons.
- **Number of years:** some stakeholders suggested to include the number of years of the guarantee within the icon design for immediate clarity.
- **Circular forms:** some stakeholders suggested incorporating circular forms that subtly suggest circularity without resembling eco/sustainability logos.

Some of the example designs that were uploaded and perceived as good examples design wise by participants:

Figure 11 Examples of clear existing labels design wise



3.2.2 Content

On the **duration**, participants had a clear preference for the duration being expressed in years (Q3).

Table 14 Expression of duration in harmonised label

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
Expressed in years (e.g., 3 years, 5 years...)	85.00%	88.37%	92.11%	70.00%	87.39%
Expressed in months (e.g., 36 months, 60 months...)	15.00%	2.33%	5.26%	20.00%	7.21%
Don't know	0.00%	9.30%	2.63%	10.00%	5.41%

Moreover, the duration was also rated as one of the most **important characteristics that needs to be explicitly included in the label** (Q31). Followed by the fact that the commercial guarantee of durability is offered at no additional cost and it covers the entire good. Also note that some differences between stakeholders were observed here, with Member State Authorities finding the mentioning of the fact that the guarantee is offered at no additional cost more important than the other groups and the organisations representing businesses + private businesses finding the mentioning of the fact that the guarantee covers the entire good less important than the other groups. Please note though that our sample is not large enough to make statistically meaningful conclusions on the differences between the different stakeholder groups.

Table 15 Characteristics that need to be included in harmonised label

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
The duration of the commercial guarantee of durability	85.00%	72.09%	73.68%	70.00%	74.77%
The fact that the commercial guarantee of durability has a longer duration than the legal guarantee of conformity	50.00%	27.91%	39.47%	60.00%	38.74%
The fact that the commercial guarantee of durability is offered at no additional cost	35.00%	30.23%	63.16%	20.00%	41.44%
The fact that the commercial guarantee of durability is covering the entire good	50.00%	30.23%	57.89%	50.00%	45.05%
Other, please specify	20.00%	4.65%	13.16%	0.00%	9.91%
Don't know	0.00%	16.28%	2.63%	10.00%	8.11%

In general, we noticed that stakeholders representing consumers tended to suggest to have a label that includes more information, whereas stakeholders representing businesses and private businesses did not suggest as many elements to be included. Below also an overview of other elements that were suggested to be included in the label:

Other suggested elements to include:

- The reason why no guarantee of durability is given.
- If the guarantee is covering only part of the good, which part is covered.
- The fact that the producer is the guarantor.
- Remedies: such as free repair or replacement if the product shows defects within the commercial guarantee.
- The fact that the specific consumer rights might differ (right to withdrawal, right for repair...) after the duration of the legal guarantee passes.

Some of the example designs that were uploaded and perceived as good examples content wise (clear communication of information) by participants (Q4):

Figure 12 Examples of clear existing labels content wise



3.2.4 Alternative name

The harmonised label (on the commercial guarantee of durability) will get an alternative name to make it easier to recognise and understand for consumers. This survey also explored which **alternative name** stakeholders would find most suitable (Q2). As shown in the table below, opinions were rather divided.

Table 16 Name of the harmonised label

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
Guaranteed product life	5.00%	9.30%	10.53%	10.00%	9.01%
Guaranteed product lifespan	10.00%	2.33%	10.53%	20.00%	8.11%
Guaranteed product durability	15.00%	27.91%	28.95%	50.00%	27.93%
Product guarantee	15.00%	18.60%	7.89%	0.00%	12.61%
Full product guarantee	10.00%	0.00%	5.26%	0.00%	3.60%
Additional product guarantee	20.00%	20.93%	18.42%	0.00%	18.02%
Own text suggestion, please specify:	20.00%	6.98%	18.42%	0.00%	12.61%
Don't know	5.00%	13.95%	0.00%	20.00%	8.11%

Other names that were suggested:

- Proved durability
- Guaranteed durability
- Commercial guarantee of durability (this was also suggested in French: Garantie commerciale de durabilité)
- Additional product guarantee of durability
- Voluntary guaranty of durability
- Producer's guarantee of durability (also suggested in French, as Garantie de durabilité du fabricant)
- Expected longevity label

Some stakeholders representing businesses and others representing consumers suggested that “additional” is a good word to refer to this guarantee, but that its meaning should be clarified to make sure consumers interpret it correctly.

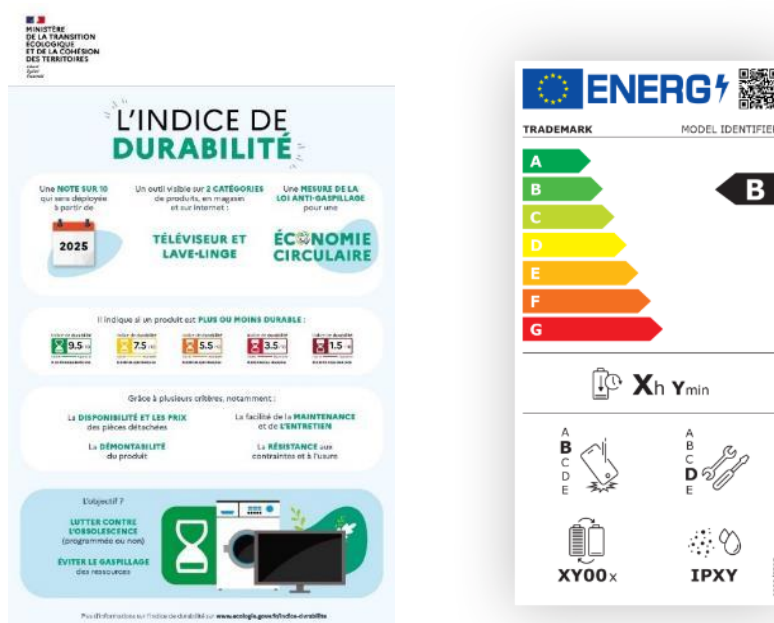
3.2.5 Confusion with existing label

We also asked respondents about the **risk of confusion with another existing mandatory or voluntary label** (Q9). Energy (EPREL) and ecolabels were often mentioned by stakeholders, since these labels will need to coexist with the new harmonised label on the commercial guarantee.

The introduction of a new label can cause not only confusion, but also information overload. For this, it is important that the new label has a distinctive design and clearly communicates its specific meaning and purpose to exist.

French stakeholders mentioned the French Durability Index as a label that can potentially create confusion because it includes information related to the product durability. This index considers facts such as the easiness to dismount the product and availability and price of spare parts, easiness of maintenance and care, as well as resistance to stress and wear. Since this information plays a role in the overall estimate of the durability, French stakeholders estimated that consumers will have too much information to process during purchase. Some also suggested that the French Durability Index should include the harmonised label of commercial guarantee.

Figure 13 Labels that could create confusion



Additional concerns, expressed mostly by stakeholders representing businesses, were:

- The coexistence / overlapping / transition of the harmonised label with other future initiatives such as the Digital Product Passport.
- The need for content that is adapted to the different languages spoken in the various market, but also adapted to the variety of the offer and meaning of the commercial guarantee
- Some stakeholders mentioned a possible competition and confusion with the information provided on other types of commercial guarantees that are not covered by the harmonised label legal framework (for example, a commercial guarantee that covers the good only partially, or a commercial guarantee that is purchased by consumers). Overall, these special cases might constitute a barrier for producers to adopt the harmonised label.

3.2.6 Use by producers

Organisations representing businesses as well as private businesses were asked what they thought that would **encourage producers to use the harmonised label** (Q10). Below an overview of the answers that were given:

- Stakeholders representing businesses suggested a black and white label to avoid making printing more expensive. Also, they discouraged any label that requires special printing methods (special paper or paper with special relief such as braille-embossed paper or tactile graphics).
- Also, the display for retailers and traders should not make them incur in any extra expenses for printing or displaying the information.

- The adoption of this label can be encouraged by providing clear regulation around the topic of guarantees.
- The use of the harmonised label can be encouraged by providing competitive advantage during public tenders (for Green Public Procurement) or selling for a lower VAT rate.

3.2.7 Reminder of notice

Next to the information on the commercial guarantee of durability, the harmonised label will also include a reminder of the existence of the legal guarantee of conformity. Respondents were asked whether they had any suggestions **on what this reminder should look like** (Q12).

Stakeholders indicated that information about both the commercial and legal guarantee should be visible in one design. While stakeholders representing consumers wished to have very detailed information on the label itself, stakeholders representing businesses voiced the idea of a subtle, visual reminder that does not interfere with the information about the commercial guarantee. More specifically, stakeholders representing businesses explicitly suggested to avoid the use of any text due to the problem with having to translate and adapt the label to the different cases. Some even suggested to avoid referring to the legal guarantee because it was assumed to create confusion.

Member states also tended to suggest short sentences.

In spite of some suggestions about possible text to be included (coming mainly from Member States Authorities and from stakeholders representing consumers), many suggested to have a visual clue, or to have 2+N.

Below an overview of the text suggestions that were given:

Text suggestions:

- "Know Your Rights: Legal Guarantee".
- "It is mandated by law"
- "Commercial guarantee and/or rights arising from durability period do not limit or exclude the legal guarantee"
- "This producer guarantee is an addition to and does not interfere with your legal guarantee (minimum of 2 years)"
- "Be aware about the commercial guarantee. The legal guarantee of conformity covers you against the seller for 2 years against any defect or non-conformity in the product. Make sure you keep your proof of purchase so that you can assert your rights"
- "The legal guarantee of conformity covers you against the seller for 2 years against any defect or non-conformity in the product. Make sure you keep your proof of purchase so that you can assert your rights"
- "This guarantee does not affect the legal guarantee of conformity"
- "This product also benefits from a legal guarantee of conformity of at least 2 years (depending on the Member States). Scan the QR code for more information about your rights"

When asked whether it would help if the reminder of the legal guarantee in the harmonised label shared a **similar design** with the harmonised notice to increase consumer understanding that they refer to the same legal guaranteed rights (Q15), most participants indicated that this would be beneficial. Organisations representing consumers were also found to prefer not only a similar visual identity, but also similar wording.

Table 17 Design of harmonised label and harmonised notice

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
Yes, they must have a similar visual identity (design, logo/symbols/icons, and colour scheme)	15.00%	37.21%	15.79%	20.00%	24.32%
Yes, they must use similar wording	0.00%	4.65%	7.89%	10.00%	5.41%
Yes, they must have both a similar visual identity and similar wording	60.00%	18.60%	44.74%	10.00%	34.23%
No, they must be different	25.00%	11.63%	23.68%	20.00%	18.92%
Other, please specify	0.00%	9.30%	2.63%	0.00%	4.50%
Don't know	0.00%	18.60%	5.26%	40.00%	12.61%

Other suggestions that were given to make the link between the label and notice: Using the same design codes, with a variation (colour or symbol) to distinguish the harmonised label and the harmonised notice.

3.2.8 Placement

The harmonised label needs to be presented in a prominent way to ensure that consumers notice it. Therefore, stakeholders were asked where they think the harmonised label would be best placed in an **offline/brick-and-mortar store** (Q18).

Table 18 Placement of harmonised label offline

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
On the good itself	45.00%	27.91%	42.11%	50.00%	37.84%
On the packaging of the good	65.00%	48.84%	68.42%	70.00%	60.36%
On the shelf next to the good	20.00%	20.93%	23.68%	20.00%	21.62%
Other, please specify	15.00%	20.93%	23.68%	20.00%	20.72%
Don't know	0.00%	18.60%	5.26%	10.00%	9.91%

Other suggestions that were given regarding the placement in an offline store:

- On the price tag of products
- Inside the (French label of) Durability Index
- On the product label, especially if the product has no packaging

Stakeholders were also asked where they think the harmonised label would be best placed in an **online/e-commerce marketplace** (Q19).

Table 19 Placement of harmonised label online

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
Next to the picture of the good	60.00%	37.21%	55.26%	50.00%	48.65%
In the gallery with product images of the good	45.00%	30.23%	26.32%	50.00%	33.33%
In the product description	55.00%	46.51%	60.53%	50.00%	53.15%
Other, please specify	20.00%	18.60%	15.79%	10.00%	17.12%
Don't know	0.00%	13.95%	7.89%	10.00%	9.01%

Other suggestions that were given regarding the placement in an online store:

- On the filters of product catalogues, to allow consumers to filter by durability

Stakeholders representing businesses often recommended that the location of the label should not be something that is prescribed. It should be left up to the producer to decide where to add the label. This recommendation arises from the diversity of shopping channels and experiences, as well as the diversity of goods and product categories. This diversity makes a prescriptive approach to the placement of the label difficult to be accepted by all businesses.

3.3 Results on the harmonised notice

3.3.1 Design

When asking respondents about the **logos/symbols/icons as well as the colour scheme** that should be used in the notice (Q22), stakeholders generally recommended the same design guidelines described for the harmonised label. More specifically:

- Harmonised design: The label and notice should share core design elements, ensuring visual consistency.
- Strategic colour use: Stakeholders focused on colour as a key factor to consider, for example:
 - o Employing a distinct colour range to highlight essential information, improving readability and comprehension.
 - o While maintaining a unified design, using distinct colour palettes for the label and notice to avoid confusion.
 - o Avoiding green tones to prevent any association with eco-marketing.
 - o Limiting the colour palette to a minimum
- Simple design: Prioritize a clean and straightforward design, to promote clarity and ease of understanding.
- Accessible: Providing alternative text for images and making the information accessible via screen readers.

3.3.2 Content

Regarding the content, stakeholders were asked what they believe would be the **ideal level of detail** for the harmonised notice. Taking into account that the main elements should be clearly communicated while also avoiding information overload (Q21). Stakeholders stressed the importance of presenting concise and clear information in the harmonised notice and suggested to include the following:

- Consumer action: Suggesting to consumers that if the product shows defects they should go back to the seller (to ask for a remedy).
- Remedy options: Clear information on available remedies (refund, repair or replace), including possibility to temporary replace the good.
- Remedy timeframe: How quickly consumers can obtain these remedies.
- Remedy satisfaction: What happens if a consumer is not satisfied with the remedy.
- Two years guarantee: Emphasizing the minimum duration of two years guarantee on all products.
- FAQ section: Information on where consumers can find out more.
- End of life treatment: Information on what to do with the good after the guarantee expires.
- Difference between commercial and legal guarantee: A stakeholder representing consumers suggested “The legal guarantee of conformity is a statutory right which entitles you to seek redress if an item is faulty. Commercial guarantees are additional voluntary services provided by the seller or the producer”.

The majority of stakeholders was concerned about the fragmentation of the rules on the legal guarantee and how this would impact the notice. To avoid confusion, the general suggestion is to remain simple and focus on high-level information that is applicable to all countries and would allow consumers to seek further details if needed (e.g. type of problems covered).

A stakeholder representing a business suggested the following specific text: “By law, consumers are entitled a guarantee for conformity defects for 2 years or longer subject to country specific law. Scan the code for more information on your rights & applicable conditions.”

A good example that was uploaded in which information on the legal guarantee was provided in a clear way (Q20) was the following:

Figure 14 Example of clear existing notice design



3.3.3 Placement

Similar to the harmonised label, the harmonised notice needs to be presented in a prominent way. Therefore, stakeholders were asked where they think the harmonised notice would be best placed in **an offline/brick-and-mortar store** (Q29). Organisations representing consumers were more in favour than the other groups of stakeholders to place the notice at the exit door. Organisations representing businesses + private businesses were less in favour of providing the notice at the check-out counter compared to the other groups of stakeholders.

Table 20 Placement of harmonised notice offline

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
Poster on the wall or in the aisles	50.00%	37.21%	42.11%	40.00%	41.44%
At the entrance door	35.00%	9.30%	18.42%	30.00%	18.92%
At the exit door	30.00%	4.65%	5.26%	10.00%	9.91%
Next to check-out counter	65.00%	32.56%	57.89%	50.00%	48.65%
Leaflets that consumers can take home	40.00%	18.60%	26.32%	30.00%	26.13%
Other, please specify	35.00%	11.63%	18.42%	0.00%	17.12%
Don't know	0.00%	25.58%	5.26%	20.00%	13.51%

Other suggestions that were given regarding the placement in an offline store:

- Sticker on the good: A sticker directly on the product which can provide essential information at a glance.
- Additional leaflet: Extra leaflet with detailed legal rights and a FAQ section to offer extended information.
- Reminder printed on purchase receipt: Printing the harmonised notice on the receipt to ensure the consumer has the information at the point of purchase to take home.

Stakeholders were also asked where they think the harmonised notice would be best placed in an **online/e-commerce marketplace** (Q30). Organisations representing consumers were more in favour than the other groups of stakeholders to place the notice on a header on each webpage. Organisations representing businesses + private businesses were less in favour of providing the notice on the page of each product.

Table 21 Placement of harmonised notice online

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
On the homepage of the online/e- commerce marketplace	20.00%	13.95%	26.32%	20.00%	19.82%
On a header on each webpage	30.00%	4.65%	10.53%	20.00%	12.61%
On each webpage where consumer goods are sold	30.00%	18.60%	28.95%	10.00%	23.42%
On the shopping cart page	50.00%	37.21%	26.32%	50.00%	36.94%
On the page of each product	60.00%	34.88%	60.53%	60.00%	50.45%
Other, please specify	20.00%	9.30%	15.79%	0.00%	12.61%
Don't know	0.00%	20.93%	7.89%	20.00%	12.61%

Other suggestions that were given regarding the placement in an online store:

- On a dedicated “information” icon for each product

Like in the case of the harmonised label, stakeholders representing businesses suggest that it should be left to the trader to decide how to display the harmonised notice in a prominent way, bot on-line and in a brick-and-mortar store.

3.4 Results on the harmonised label and notice

3.4.1 Symbol of the EU

Participants were asked what they thought of including **a symbol of the European Union** (e.g., the EU flag with the circle of 12 golden stars on a blue background) in the design of the harmonised label and/or notice (Q7). Member State authorities were naturally most in favour of including such a symbol for both the harmonised label and notice. Organisations representing businesses + private organisations were less in favour.

Table 22 Symbol of the European Union

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
Yes, but only for the harmonised label	10.00%	6.98%	5.26%	20.00%	8.11%
Yes, but only for the harmonised notice	10.00%	6.98%	15.79%	30.00%	12.61%
Yes, for both the harmonised label and the harmonised notice	45.00%	27.91%	55.26%	20.00%	39.64%
No	10.00%	32.56%	21.05%	0.00%	21.62%
Don't know	25.00%	25.58%	2.63%	30.00%	18.02%

Below, the lists of pros and cons of including an EU symbol, as mentioned by stakeholders:

Positive aspects of including an EU symbol:

- Representation of quality: The EU symbol is seen as a mark of quality.
- Trust and confidence: It can install trust and confidence in consumers.
- Indication of territory: It can indicate that the product is sold within the EU.
- Legal jurisdiction: It can mark that the legislation applies only within Europe.
- Awareness among EU countries: It can raise awareness of the benefits of EU membership among non-Member States.

Negative aspects to including an EU symbol:

- Preference for local products: It can encourage consumers preference for locally produced goods. We believe this aspect, although mentioned as something positive, reveals a potential misinterpretation of an EU flag on the harmonised label (it is not there to signify that a good is produced locally).

- Approval and design: It can signify that the product is approved and designed for the EU. We believe this aspect, although mentioned as something positive, also reveals a potential misinterpretation of an EU flag on the harmonised label (it is not there to signify a product design approved for the EU).
- Confusion on origin and misinterpretation: It could create confusion if the product is not made in the EU, potentially undermining the value of the EU-made products. It can also lead to other forms of misinterpretation.
- Design overload: It might make the label too cluttered.
- Products outside of the EU: The symbol could create an additional burden for companies selling products both inside and outside the EU, highlighting a constraint that comes with the EU membership.
- Misinterpretation on the guarantor: Consumers might think that the EU is the guarantor for both the harmonised label and harmonised notice.

3.4.2 QR code

Additionally, the option to include a **QR code** was explored. Participants were asked whether they thought that including a QR code in the harmonised label and/or notice that leads to additional information would increase consumers' understanding (Q16).

Table 23 QR code

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
Yes, but only for the harmonised label	10.00%	0.00%	13.16%	0.00%	6.31%
Yes, but only for the harmonised notice	5.00%	4.65%	2.63%	0.00%	3.60%
Yes, for both the harmonised label and the harmonised notice	60.00%	53.49%	52.63%	60.00%	54.95%
No	20.00%	16.28%	18.42%	30.00%	18.92%
Don't know	5.00%	25.58%	13.16%	10.00%	16.22%

Most stakeholders would include a QR code and proposed the following information to be included:

- Complete information about the differences between commercial and legal guarantees.
- Integrated and consistent information across EU: redirection to a webpage that converge each country's information about legal guarantees, for all Member State (or list of websites for the national consumers competent authority and legislation information).
- Environmental performance of the good.
- Details about consumer rights: who to contact (trader or producer), when, steps to follow for the claim.

- Some of the stakeholders suggested the inclusion of audio interpretation of the OR code page, ensuring access to people with visual disabilities.
- Information in multiple languages (relevant to the EU market) and translations.
- Details about what is covered by the guarantee (whole product or specific parts).
- Instructions of the maintenance, repairability and end of life treatments.
- A stakeholder representing Member States mentioned, as example, the official EU sites on "Consumer Guarantees" (europa.eu; Your Europe), that should be first revised both graphically (e.g., through illustrative graphics, icons) and in terms of content (e.g., clearer demarcation of claims arising from legal warranty and commercial manufacturer's guarantee; explanation of what specifically distinguishes a commercial durability guarantee from other manufacturer's guarantees).

3.4.3 Inclusive design

The harmonised label and notice should be designed in such a way that they are **inclusive** for all consumers, including vulnerable consumers. Stakeholders were asked which design elements are necessary to ensure that the information on the harmonised label and notice can be understood and recognised by all consumers (Q8). Organisations representing consumers more often mentioned the importance of colour contrast and the presence of logo/icons compared to the other stakeholder groups.

Table 24 Inclusivity of design

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
Colour contrast	65.00%	30.23%	47.37%	50.00%	44.14%
Bright colours	35.00%	9.30%	26.32%	10.00%	19.82%
Visible letters	60.00%	34.88%	63.16%	80.00%	53.15%
Defined borders	25.00%	11.63%	23.68%	20.00%	18.92%
Presence of a logo/icon	75.00%	48.84%	47.37%	30.00%	51.35%
Presence of over-relief	30.00%	6.98%	18.42%	10.00%	15.32%
Other, please specify	15.00%	16.28%	7.89%	10.00%	12.61%
Don't know	0.00%	30.23%	15.79%	20.00%	18.92%

Others elements that were mentioned:

- Colours adapted to colourblind.
- QR audio interpretation of the label.
- The label should complement existing EU legislation (ESPR, DPP) on durability requirements and avoid redundant information.

3.4.5 Reproduction factors

Finally, we asked organisations representing businesses + private businesses what logistical or other factors should be taken into account to make the **reproduction** and display of the harmonised label and notice (in both the online and offline environment) **easy and cost efficient** for producers and retailers (Q11).

Table 25 Elements to assure efficient reproduction

	Organisation representing consumers	Organisation representing businesses + private businesses	Member State authority	Other organisations	Total
Limit the use of colours	0.00%	60.47%	0.00%	0.00%	60.47%
Avoid specific colour tones	0.00%	27.91%	0.00%	0.00%	27.91%
Provide clear guidelines for usage and reproduction	0.00%	58.14%	0.00%	0.00%	58.14%
Other, please specify	0.00%	11.63%	0.00%	0.00%	11.63%
Don't know	0.00%	20.93%	0.00%	0.00%	20.93%

Others elements that were mentioned:

- Use only a text, with no pre-established formatting or design.

4 Results second stakeholder survey (Subtask 1.3)

Building on the results from the first stakeholder survey, six designs for the harmonised label and five designs for the harmonised notice were developed. The designs can be accessed in Annex B.3 – Questionnaire for the second stakeholder survey. This chapter outlines the results of this second stakeholder survey.

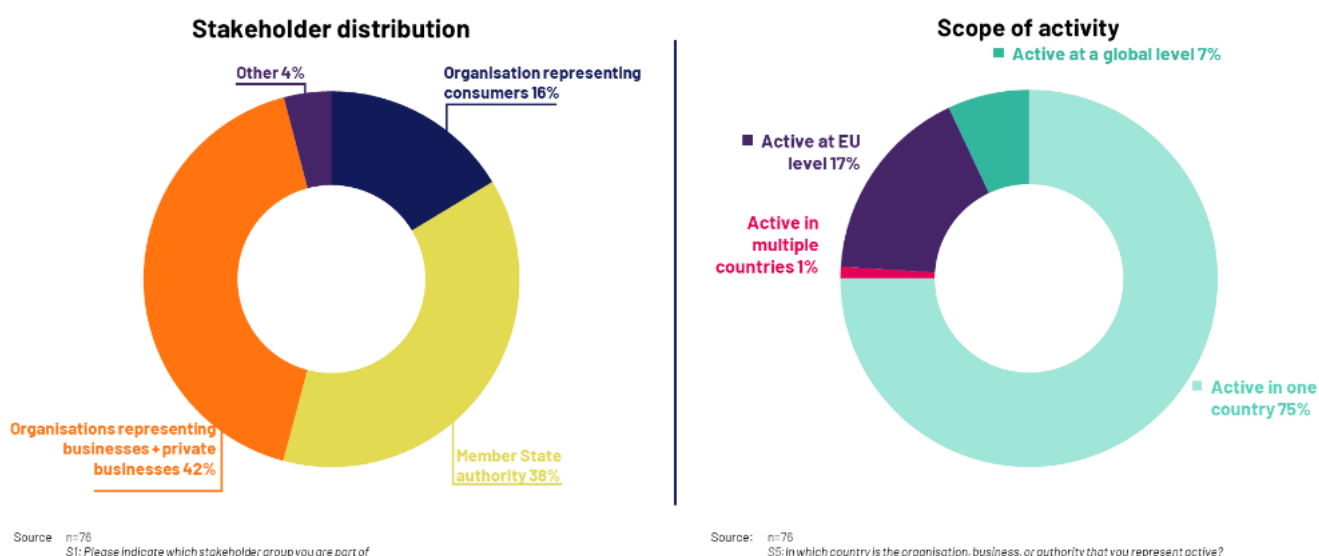
4.1 Technical information

4.1.1 Number of responses and field work dates

A total of **617 stakeholder organisations** were contacted by Ipsos. More specifically, **744 individual contacts** were invited **via email**. **69** contacts were invited by submitting the invitation to a **contact form** on the website since there was no email address available. **300 contacts** (150 via direct email or LinkedIn and 150 via direct message on Facebook and X) received the invitation to participate via a recruiter. Three reminders were sent out.

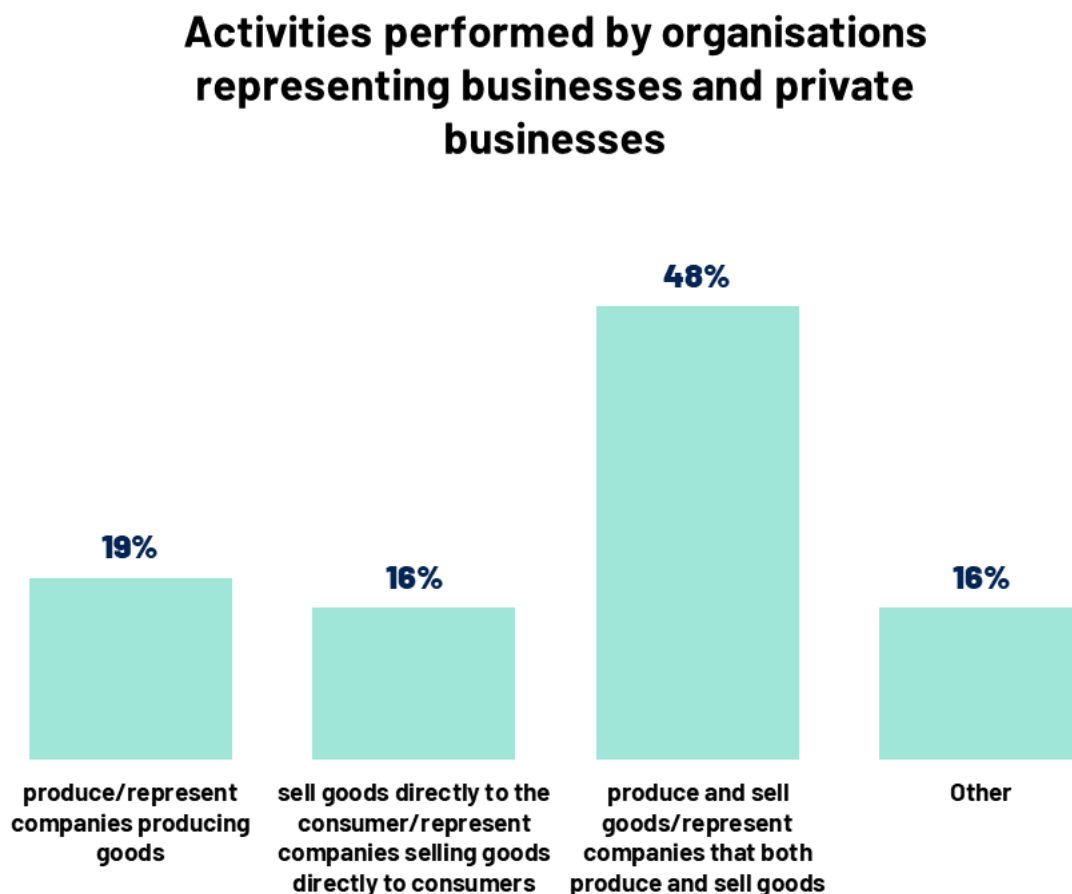
Fieldwork ran between October 8 and November 7, and a total of 76 individual responses were recorded.

Figure 15 Participants per stakeholder group and scope of activity



Organisations representing businesses or private businesses themselves received a follow-up question (see [Annex B.3 – Questionnaire for the second stakeholder survey](#)) asking about the types of activities that they perform. Of those 31 organisations representing businesses or being a private business themselves, most of them indicated to both produce and sell goods.

Figure 16 Scope of activity

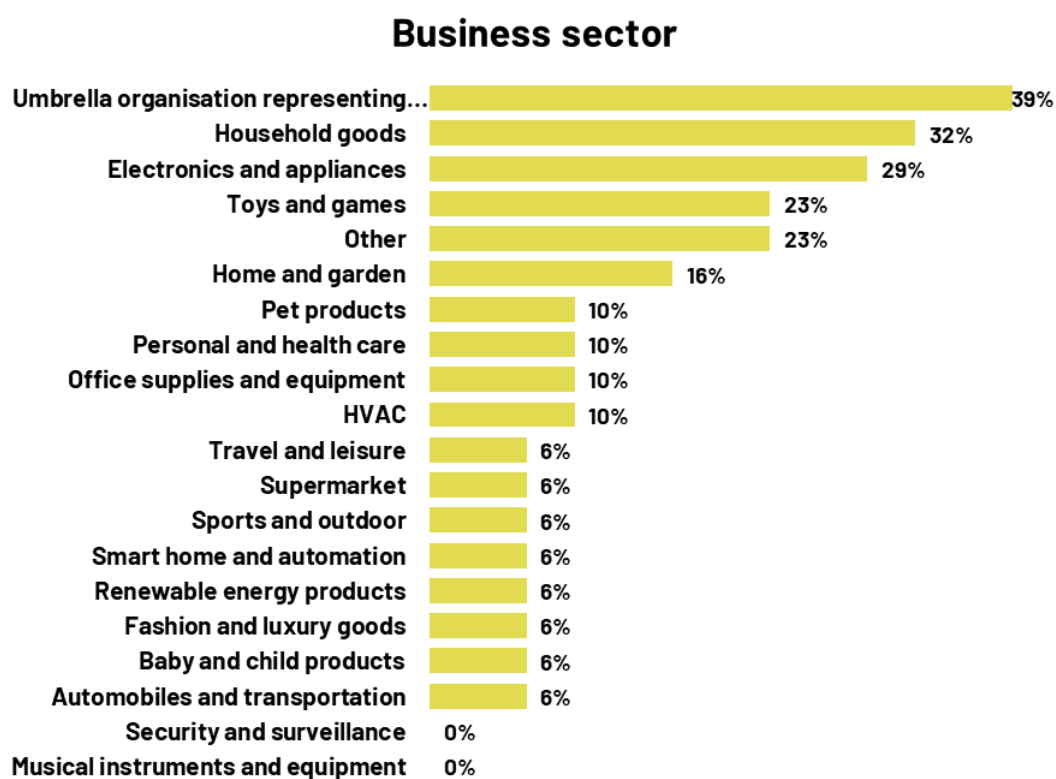


Source n=31

S3: Which type of activities do you or the businesses that you represent perform?

Additionally, these 31 organisations representing businesses or private businesses received a question asking in which sector they were active.

Figure 17 Business sector



Source: n=31
S4: In which sector are you active?

4.1.2 Survey duration

The mean, median, minimum and maximum survey duration are shown in the table below. As shown, the mean survey duration is 47.35 minutes for participants who did not restart the survey.

Table 26 Survey duration

	Mean	Median	Min	Max
Duration	47.35	43.70	15.77	88.45

4.1.3 Break-offs

As shown in the table below, 645 respondents quit the questionnaire. The majority of respondents did so at the language question (48.8%), followed by 17.4% who clicked the link but immediately close the survey and 8.7% who broke off at the introduction page. Note that respondents who dropped out at the outro questions (C1, C2 and C3) were still taken into account into the final dataset.

Table 27 Break-offs per question

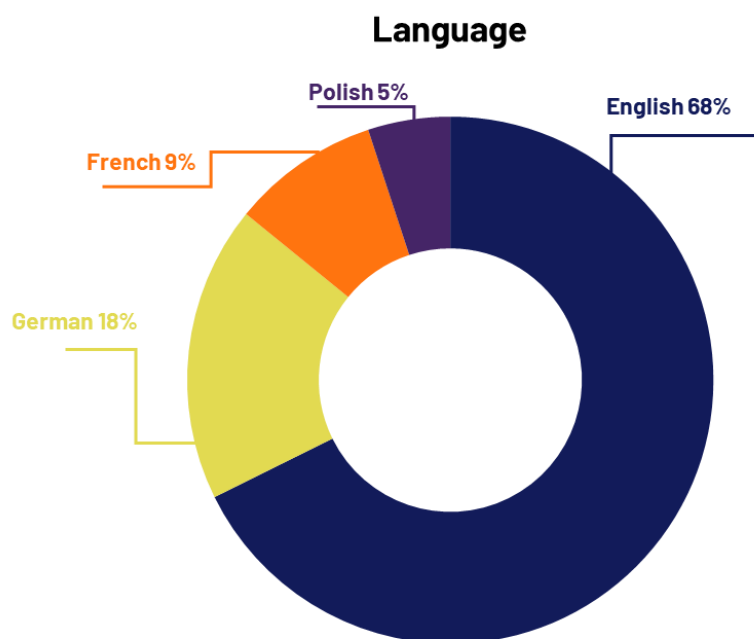
	Break-offs (frequency)	Break-offs (percentage)
Clicking link	112	17.4%
L1 (language)	315	48.8%
Intro1	56	8.7%
Intro2	5	0.8%
S1 (stakeholder group)	12	1.9%
S2 (name organisation)	17	2.6%
S4 (business sector)	4	0.6%
S5 (scope of activity)	6	0.9%
Intro Q1 (labels)	7	1.1%
Intro Q9 (notices)	1	0.2%
Q2_1 (Q2 label 1)	18	2.8%
Q2_2 (Q2 label 2)	14	2.2%
Q2_3 (Q2 label 3)	13	2.0%
Q2_4 (Q2 label 4)	16	2.5%
Q2_5 (Q2 label 5)	12	1.9%
Q2_6 (Q2 label 6)	16	2.5%
Q3_4 (Q3 usability prod & trad label 4)	1	0.2%
Q4_1 (Q4 improvements label 1)	1	0.2%
Q4_2 (Q4 improvements label 2)	2	0.3%

Q5_5 (Q5 missing info label 5)	1	0.2%
Q5_6 (Q5 missing info label 6)	1	0.2%
Q6 (name)	1	0.2%
Q8 (digital elements label)	1	0.2%
Q15_1 (colours label 1)	2	0.3%
Q15_2 (colours label 2)	1	0.2%
Q15_3 (colours label 3)	2	0.3%
Q10_1 (Q10 notice 1)	1	0.2%
Q10_4 (Q10 notice 4)	2	0.3%
Q13_5 (Q13 missing info notice 5)	1	0.2%
Q16_5 (colours notice 5)	1	0.2%
C1 (other comments label)	2	0.3%
C3 (taking part in STS1)	1	0.2%
Total	645	100%

4.1.4 Language

Below an overview of the language in which respondents completed the questionnaire. Most respondents completed the questionnaire in English.

Figure 18 Language



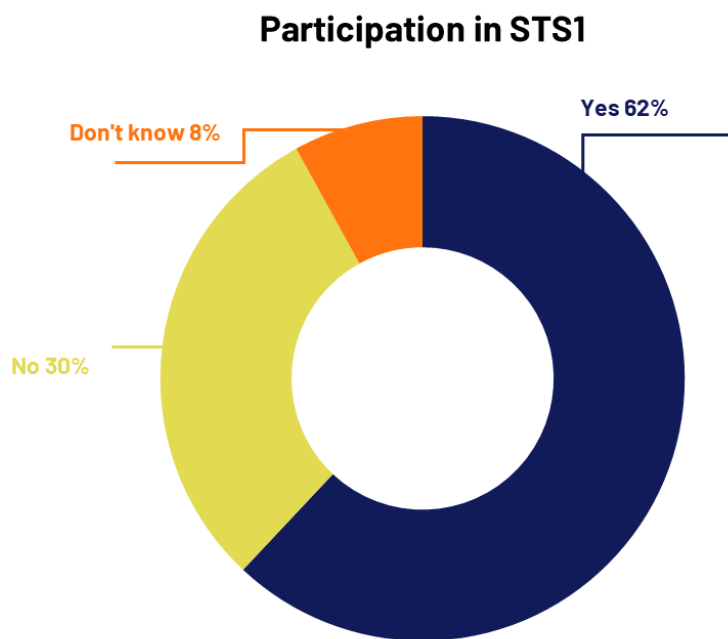
Source n=76

LT: Please select the language in which you would like to complete the survey

4.1.5 Participation in first stakeholder survey

Below an overview of participants who also participated in the first stakeholder survey.

Figure 19 Participation in first stakeholder survey



Source n=73
C3: Did you also take part in our first survey?

4.2 Results on the harmonised label

In this section, the results for the harmonised label are described. Below an overview again of the different labels.

Figure 20 Overview of all labels

LABEL 1



LABEL 2



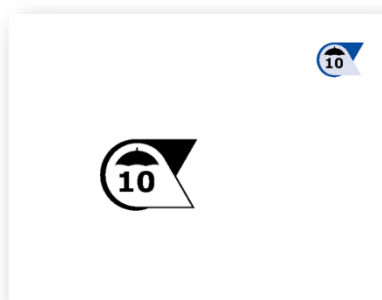
LABEL 3



LABEL 4



LABEL 5



LABEL 6



4.2.1 Perceptions of label design

As can be seen from the graphics below, the **overall perceptions** of the designs for label 1, label 2 and label 5 are rather on the low end, with label 5 scoring the lowest, while the design perceptions for label 3, 4 and 6 are more positive.

Label 1, 2, 3 and 6 were evaluated as being **too text-heavy**, while label 5 was evaluated as including insufficient information. Organisations representing producers even mentioned that this extensive amount of small text can make it seem like the producer is hiding information, misleading consumers. The amount of text present also seem to affect the understandability as these labels scored lower on understandability of design and whether the language was easy to understand. Although this text heaviness can be explained by the need to translate long English titles, expressions of duration in years and references to the legal guarantee, future versions of the labels are encouraged to explore options that minimise the amount and length of translations needed.

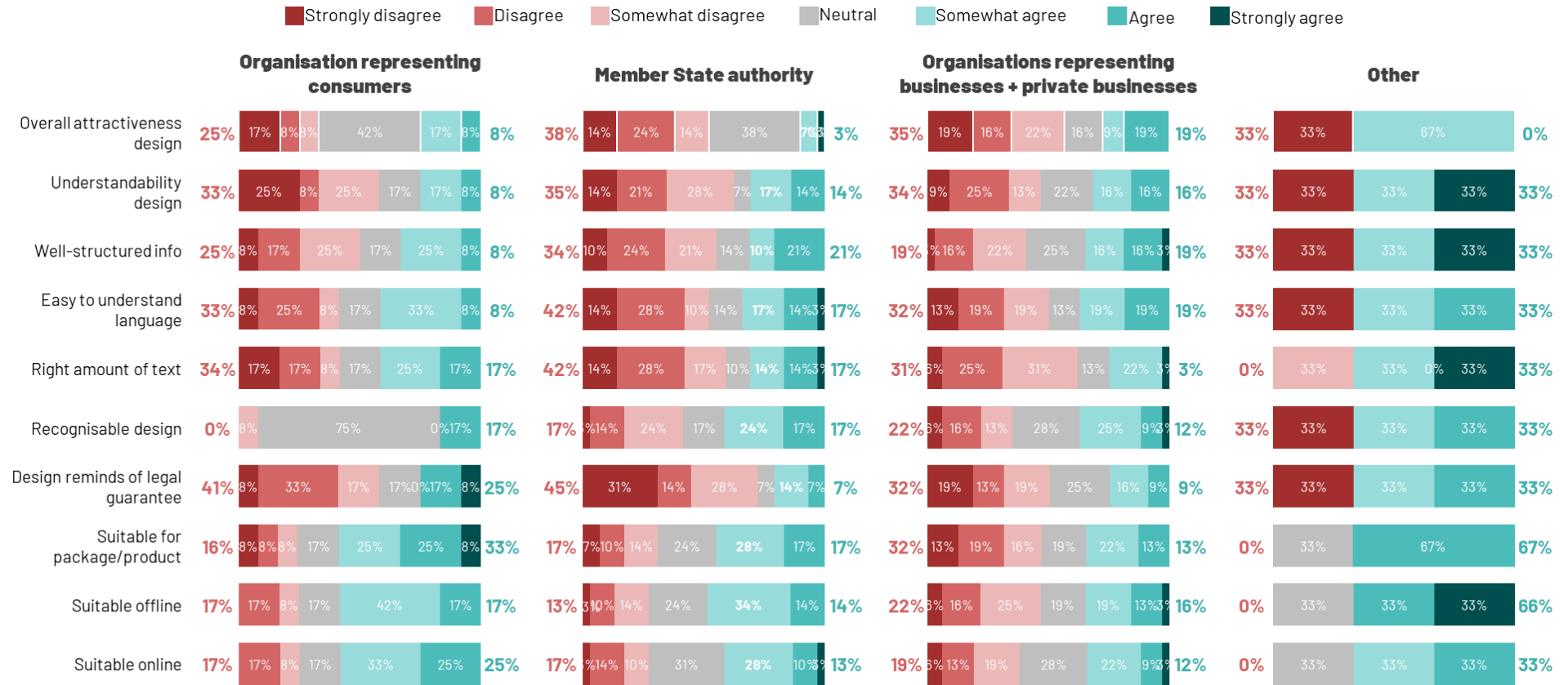
Regarding **how the information is structured**, mostly label 3, 4 and 6 were well evaluated. Label 1 scored more average, revealing differences between stakeholder groups. While organisations representing producers mentioned to appreciate the banner on top, Member State Authorities mentioned that the way the label is structured reminded them too much of an IKEA label and it does not give the feel of being an official EU logo.

Furthermore, the results revealed that across labels, **icons can be improved**. Label 1 contained too many icons. Organisations representing traders also raised the issue that the shield icon is possibly not universally understood. Regarding label 2, the hammer icon was heavily criticised across all stakeholder groups. Also for label 3, stakeholders were unsure about the ribbon design, mentioning that it resembled too much of an award. The G with the stars was perceived as unclear across all stakeholder groups. Consumer organisations were mostly worried that the G would not be understood by consumers as referring to the word 'Guarantee'. Organisations representing businesses felt that placing the stars around the G made it seem like the guarantee is offered by the EU, instead of the producer. One private business even mentioned that it reminded of the Google logo. Finally, the stamp icon in label 6 was across stakeholder groups evaluated as not only unattractive, but also misleading as it is not a good icon to represent durability.

On the reference to the legal guarantee in the label, a lot of confusion was noted across stakeholder groups. Overall, throughout all labels, it was unclear to which guarantee the label was exactly referring and how it differs from the legal guarantee. Suggestions to make this more clear included more explicitly stating the type of guarantee in the name of the label. Talking about the name, producers further added to find it important that the name of the label includes a reference to the producer so it is clear that the guarantee is offered by the producer. Overall, future designs need to explore different titles, varying in length to ensure the designs do not become too text-heavy again, and different, more clear, modes of referring to the legal guarantee need to be explored.

Regarding **the expression of duration**, anni was not universally understood as being a latin word. In particular, it was mistaken multiple times by being the Italian word for years. Also the '365 calendar' icon was not well understood. Two Member State Authorities mentioned to just use the word 'years'. Yet it should be noted that these Authorities were Irish, automatically favoring the English language. More research is needed on whether 'years' can be used 1) from a legal perspective and 2) in the opinion of more patriotic countries. Designs with no expression of duration did not receive many comments on this element, which could be a solution as it avoids translation.

Figure 21 Perceptions of design – Label 1

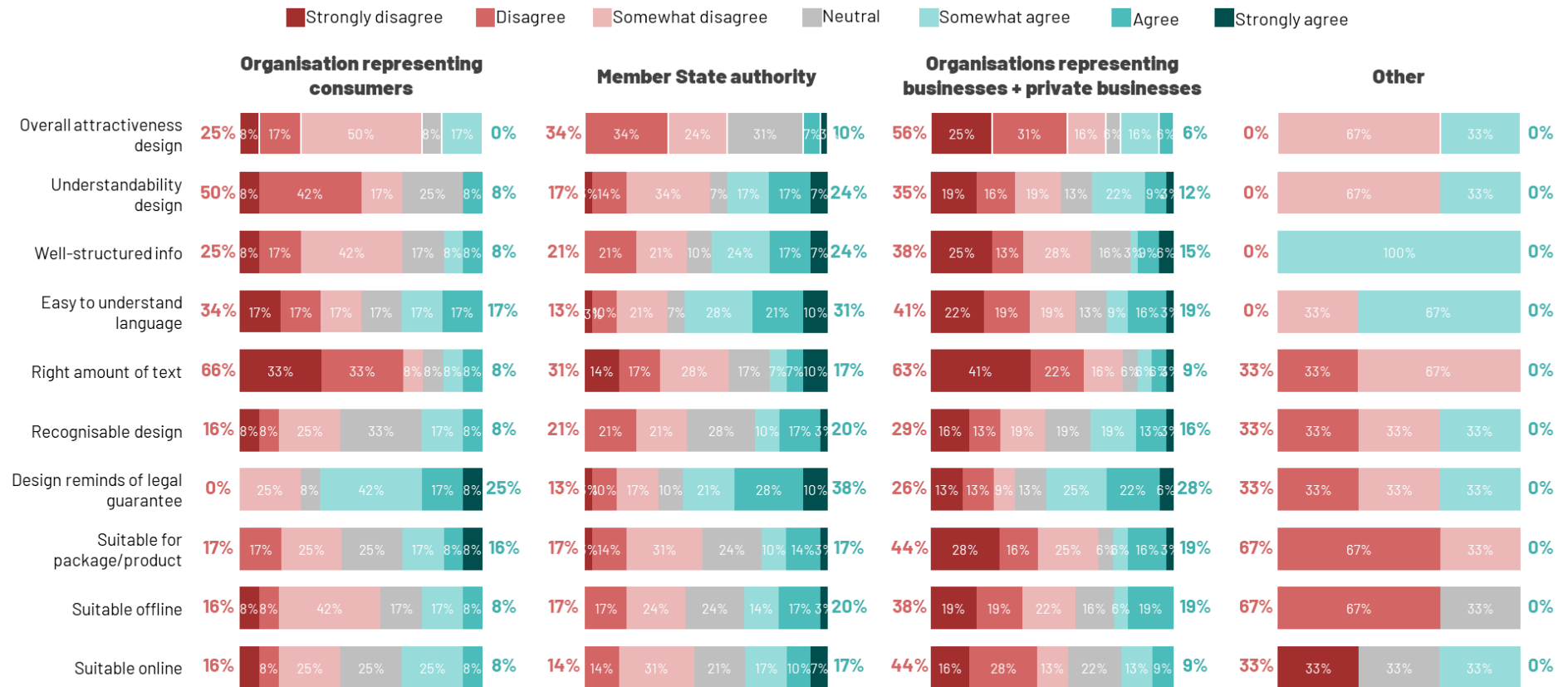


Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q2. Please indicate to which extent you agree with the following statements about this design of the harmonised label

Suggestions for improvements (Q4)

- ❑ **Legal Guarantee it is not emphasised:** The label did not clearly differentiate between the commercial and legal guarantee. Some stakeholders were unsure how these guarantees interact (concurrently or consecutively). Explicitly stating "Legal Guarantee" and its duration is crucial to avoid confusion. They suggested replacing "GARANT" with more explicit terms like "Producer Guarantee" and "Legal Guarantee" to avoid misunderstanding. Below an overview of the stakeholder groups and their respective organisations that mentioned this:
- ❑ **Confusion with the inclusion of many different elements:** The repeated use of "GARANT" with varying icons (factory, shield, chain) created ambiguity. Stakeholders did not understand the overall meaning or its relation to legal vs. commercial guarantees. Some stakeholders representing consumers even mistook it for a separate entity or insurance company.
- ❑ **The factory and shield icons,** while intended to represent "producer" and "durability" were considered by some stakeholders as something that is not universally understood. No alternative suggestions were made.
- ❑ According to some stakeholders this design resembled an IKEA or flatpack logo, and did not sufficiently convey the officiality of EU legal framework. Stakeholders representing authorities expected a cleaner, more visually appealing design.
- ❑ In the eyes of stakeholders representing producers and traders, the label was considered too text-heavy, especially for smaller products. The extensive translations of "Together with" contributed to this issue. Also, many suggested reducing text by moving details to the QR code, including language translations. A more concise design is needed to avoid overwhelming consumers and ensure readability on various product sizes.
- ❑ Stakeholders representing businesses expressed concerns about the cost and feasibility of implementing numerous unique labels for different products. A standardised label was preferred to avoid excessive costs and technical challenges.
- ❑ Some Member states expressed the importance that the consumers understand what the guarantee covers. Which could be a short explanation on what it actually means, since many consumers will not use the QR code to search for the information. Also, they suggested that the "Together with" with multiple languages seems very unnecessary.

Figure 22 Perceptions of design – Label 2

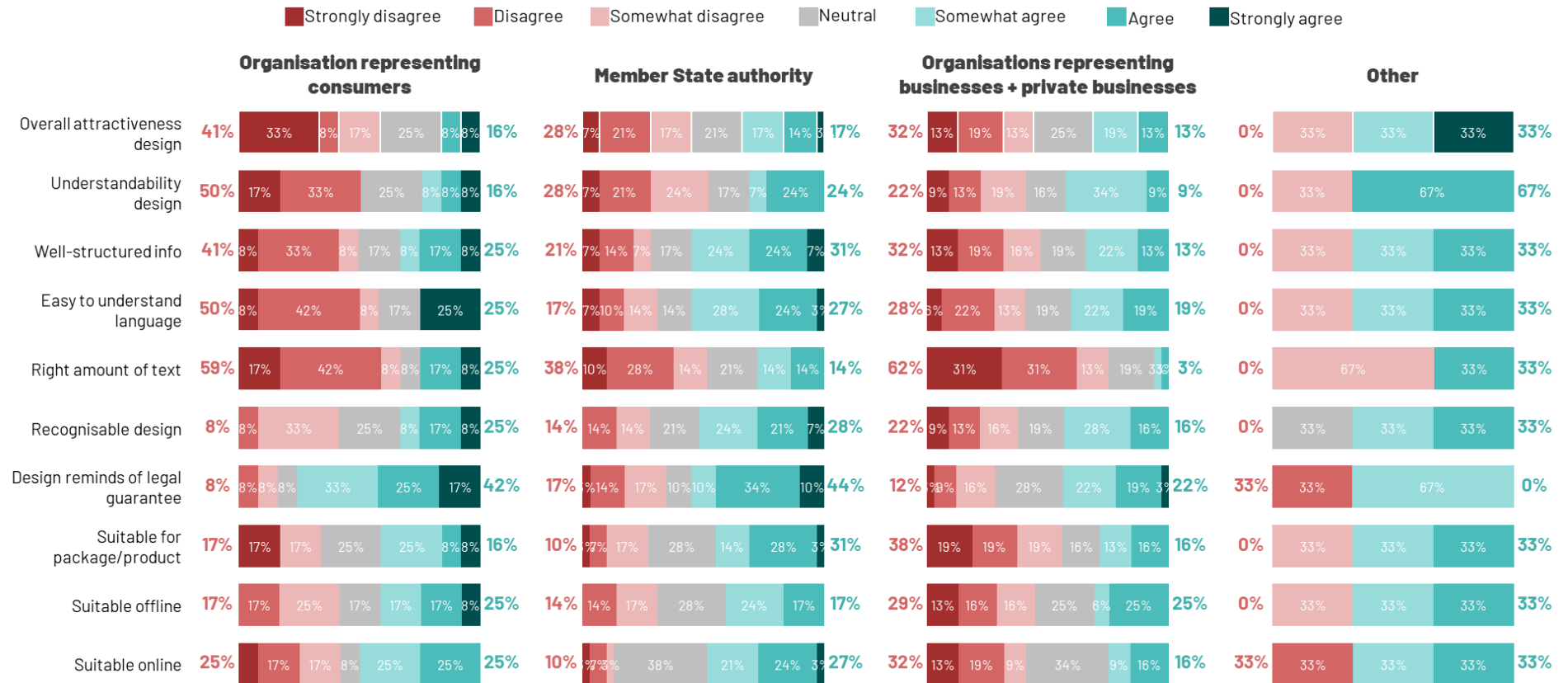


Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q2. Please indicate to which extent you agree with the following statements about this design of the harmonised label

Suggestions for improvements (Q4)

- ❑ **Excessive text and readability issues:** The majority of respondents found the label too text-heavy due the multiple language translations Concerns were raised about readability, especially for smaller products or labels. Many suggested shortening the text or moving details to a QR code.
- ❑ **Lack of QR Code:** Several stakeholders noted the absence of a QR code, which they saw as a valuable tool for providing additional consumer information without cluttering the label. This reinforces the need to reduce text and leverage the QR code for supplementary details.
- ❑ **Confusing symbolism of the hammer icon:** The hammer icon, intended to represent durability, was widely criticised as unclear and unattractive. Some misinterpreted it as indicating shock resistance or robustness against intentional damage. A more universally understood symbol for durability is needed.
- ❑ **Unclear differentiation between legal and commercial guarantees:** Stakeholders expressed confusion about the distinction between legal and commercial guarantees. The phrase "does not interfere with your legal guarantee rights" was considered unclear, and the sentence was criticised because phrased with a negation.
- ❑ **"Guaranteed Product Durability" Wording:** The phrase "guaranteed product durability" was criticised for being legally unsuitable and potentially misleading. "Producer guarantee" or "Commercial guarantee of durability" were preferred.
- ❑ **Translation issues:** Although some appreciate the translated information, others find the multiple languages problematic, contributing to the excessive text and potentially causing confusion. The size and readability of translated text, especially in light of upcoming accessibility regulations, were also raised as concerns by stakeholders representing authorities and consumers.
- ❑ The hammer had disparate opinions and suggested that the symbol may be interpret as that the guarantor's liability also extends to defects for which the consumer is responsible.
- ❑ Other suggestions included using symbols instead of translating "years", highlighting the legal guarantee more prominently, and simplifying the overall design.

Figure 23 Perceptions of design – Label 3

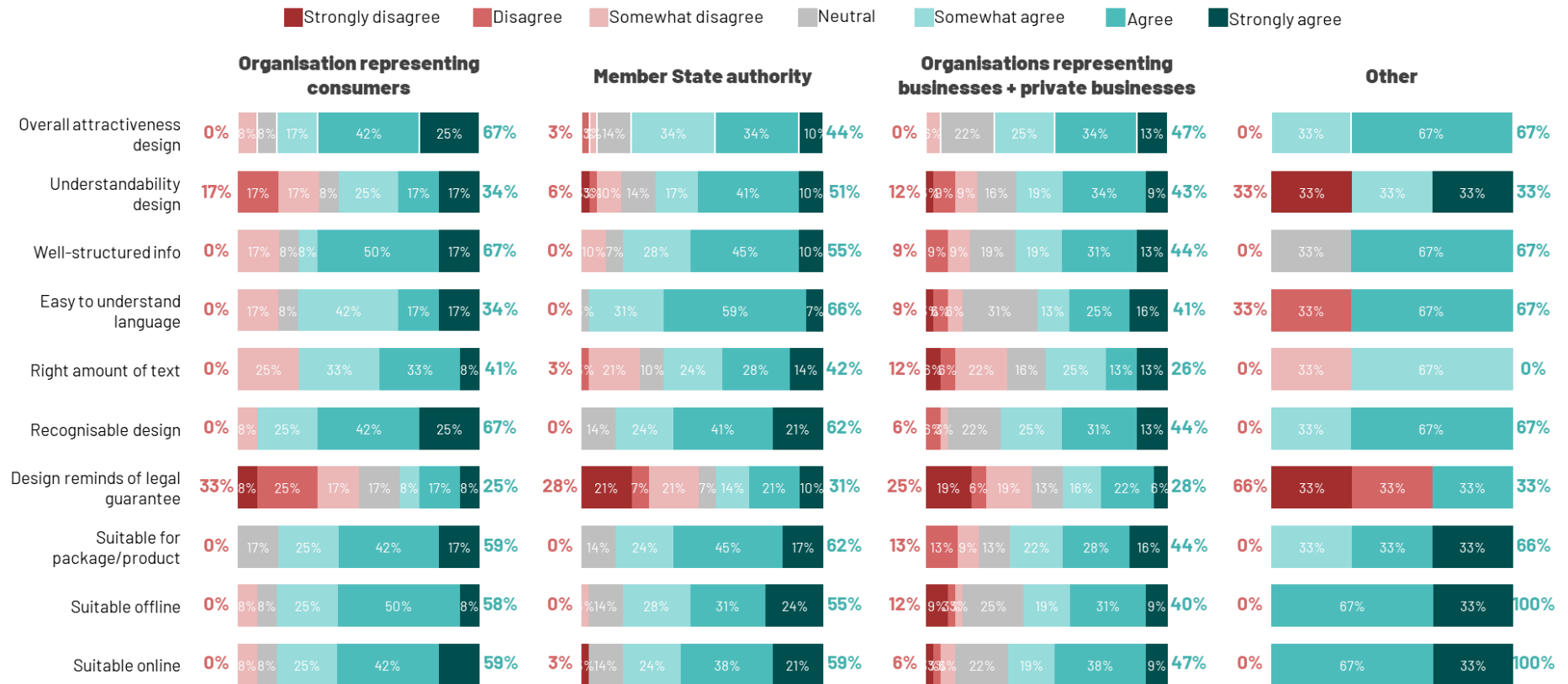


Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q2: Please indicate to which extent you agree with the following statements about this design of the harmonised label

Suggestions for improvements (Q4)

- ❑ **Excessive text and readability issues:** The most frequent suggestion of improvement was about the amount of text on the label. Stakeholders found the text overwhelming and difficult to read, impacting the label's clarity and effectiveness.
- ❑ **Confusion about the calendar symbol and 365:** The 365 was difficult to read and the icon was widely considered as confusing and unclear. Some misinterpreted it as referring to a one-year period for the guarantee duration, while others simply did not understand its meaning. Using the word "years" was generally preferred for clarity.
- ❑ **Ambiguity regarding guarantee type and coverage:** Many stakeholders expressed confusion about which guarantee the label referred to (legal, commercial, or both). The relationship between the two guarantee types was not clear, and the overall message was considered to be ambiguous. Statements like *"It is not clear from the design that it entails a commercial DURABILITY guarantee"* and *"It confuses me as a consumer, because it says product guarantee, than it says legal guarantee and it is not clear whether this covers the legal guarantee from the trader as stated in the existing legislation, or it refers to producers commercial guarantee of durability"* highlighted this confusion. Stakeholders proposed various suggestions, including using this design for the legal notice instead, using clearer wording, and simplifying the design. Some proposed alternative phrases like *"You have a legal guarantee"* or *"Trust in your legal guarantee"*. Others suggested using an exclamation mark or changing the color.
- ❑ **Design and aesthetics:** Several stakeholders commented on the design, with some finding the ribbon design bulky and unattractive. Others considered that the "medal" design was resembling an award rather than a guarantee. The logo was generally considered unclear and not easily understood.

Figure 24 Perceptions of design – Label 4

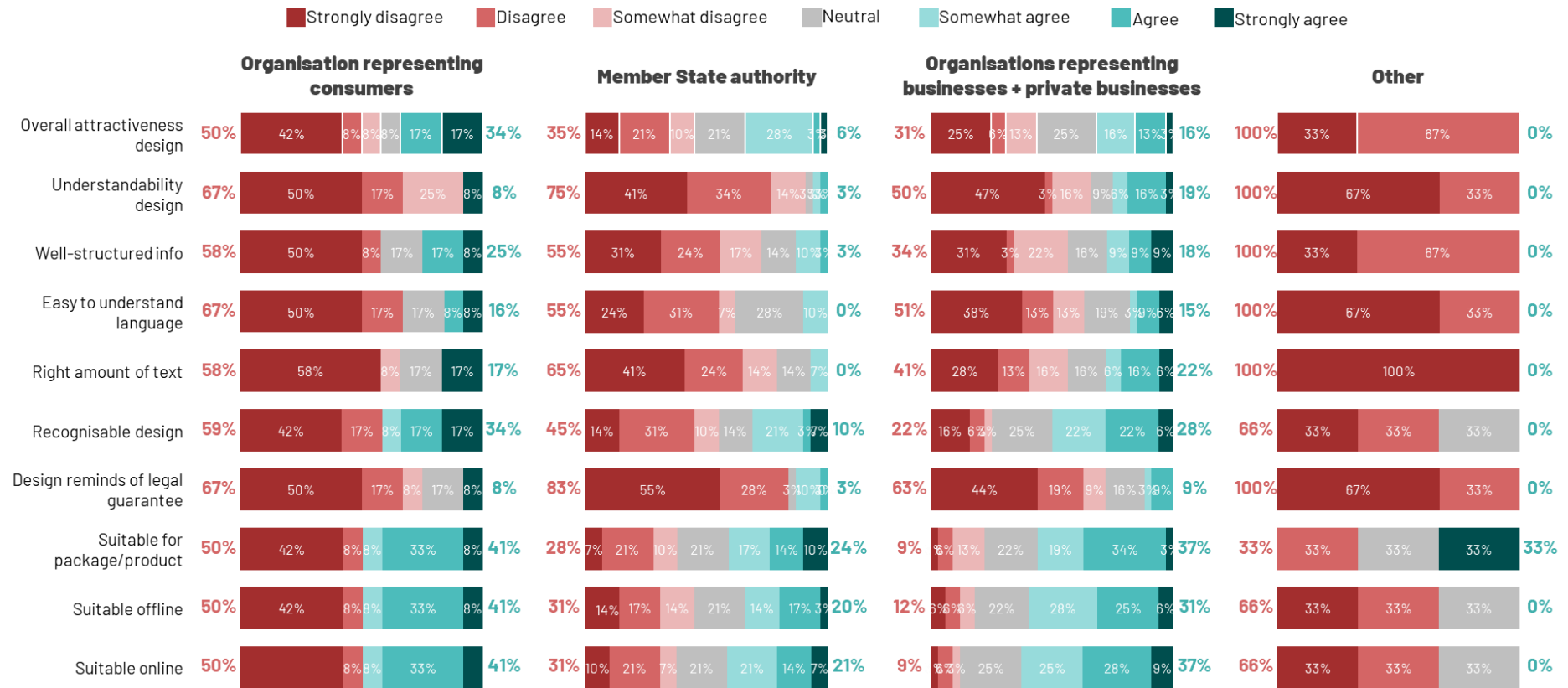


Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q2. Please indicate to which extent you agree with the following statements about this design of the harmonised label

Suggestions for improvements (Q4)

- ❑ **Confusion on the relationship between commercial guarantee and legal guarantee:** Many stakeholders expressed confusion about how the commercial guarantee related to the legal guarantee. Some questioned whether the two guarantees are cumulative (e.g., 10 years + 2 years) or concurrent. Others were unsure how the label clarified the distinction between the two.
- ❑ **Need for clarification on "Producer Guarantee":** Several stakeholders suggested alternative terms for "Producer Guarantee," such as "Additional Guarantee" or "Guarantee of Durability," to better differentiate it from the legal guarantee. Some stakeholders also suggested to keep the term from the legislation "commercial guarantee". This is particularly relevant for certain languages like Bulgarian, where the direct translation of "Producer Guarantee" can be misleading.
- ❑ **Insufficient mentioning of legal guarantee:** Many stakeholders pointed out the lack of a clear reference to the legal guarantee. Some suggested adding a reminder or explanation of the legal guarantee alongside the commercial guarantee to provide a complete picture of consumer rights.
- ❑ **Concerns about the "G" surrounded by stars:** Several stakeholders were unsure of the meaning and whether it effectively communicates the concept of a guarantee. Some associated it with other logos, such as Google, or misinterpreted it as a quality seal.
- ❑ **"Anni" needs translation:** The use of "anni" for "years" was questioned. Some stakeholders imagined they would need to translate it in the local language, and some mentioned uncertainty about legal requirements around translations in different Member States. Using a universally understood term or symbol for "years" was recommended.
- ❑ A few stakeholders suggested to include specifying that the producer guarantee refers to **"durability"**, and to clarify the meaning of the "+" symbol (or change it).

Figure 25 Perceptions of design – Label 5

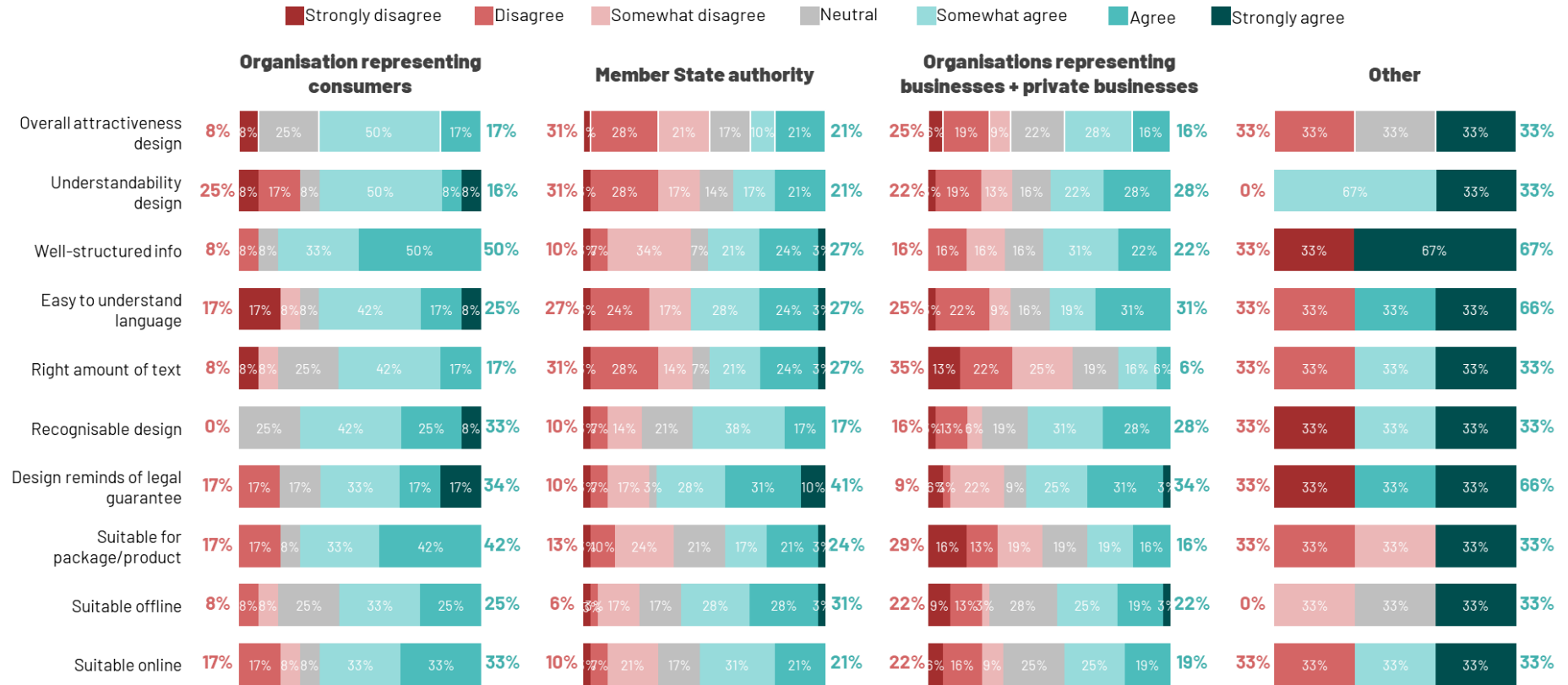


Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q2. Please indicate to which extent you agree with the following statements about this design of the harmonised label

Suggestions for improvements (Q4)

- ❑ **Confusion about the meaning of the umbrella icon:** Many stakeholders found the design too minimalist, lacking essential information about the guarantee. The most frequent concern was the ambiguity surrounding the umbrella icon. Stakeholders did not understand its connection to durability and some associated it with water resistance instead. The lack of accompanying text exacerbated this confusion. Stakeholders proposed various suggestions, including adding a QR code for more information, incorporating text to explain the umbrella icon and the guarantee details, and using a different symbol that more clearly represents durability (a shield was suggested).
- ❑ **Confusion about “10”:** Several stakeholders questioned what the number “10” represents. While some assumed it refers to the duration of the commercial guarantee in years, this is not explicitly stated, leading to uncertainty.
- ❑ **Need for clear reference to the legal guarantee:** Stakeholders wished that the label could clearly indicate the existence and duration of both legal and commercial guarantees to avoid misleading consumers.

Figure 26 Perceptions of design – Label 6



Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q2. Please indicate to which extent you agree with the following statements about this design of the harmonised label

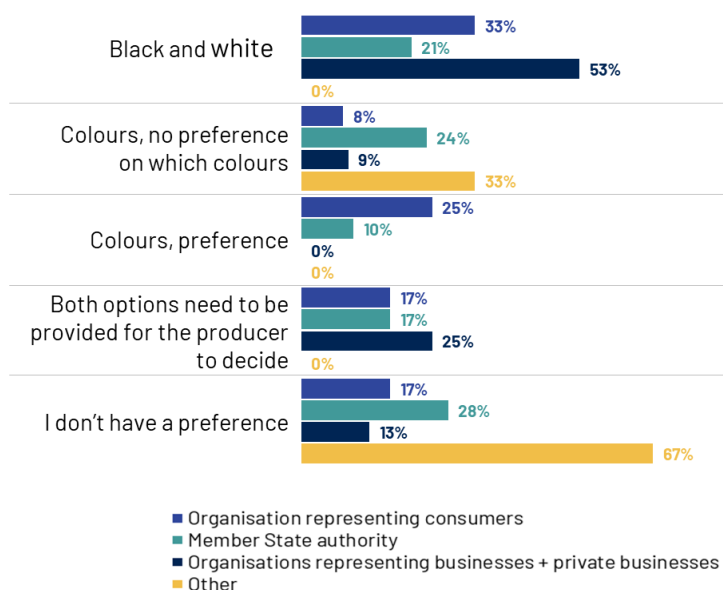
Suggestions for improvements (Q4)

- ❑ **Text overload and label size:** Many stakeholders found the label too text-heavy, especially with multiple language translations. This raised concerns about readability, application on product packaging (limited space), and increased production costs. The size was particularly problematic for online stores, especially those optimised for mobile viewing. A more concise design, possibly using symbols instead of text, was frequently suggested.
- ❑ **Clarity of commercial guarantee:** Several stakeholders were unclear about what the "10 years" referred to, stressing the need to explicitly state that it represents a **commercial guarantee of durability**, or a **producer guarantee of durability** distinct from the legal guarantee. Some also suggested clarifying that the two guarantees run **concurrently, not consecutively**.
- ❑ **Confusing icons of stamp:** The stamp and checkmark icons were considered as unnecessary because could potentially apply to both legal and commercial guarantee. Some associated the stamp with certification or quality, and others found the icons unattractive or simply irrelevant.
- ❑ **QR code utility:** While some saw the QR code as a useful tool for providing additional information, others questioned its effectiveness and accessibility. Concerns were raised about the clarity of the QR code's purpose in the eyes of producers and the quality of information it leads to.
- ❑ **Product name field:** Including a "product name" field was seen as potentially problematic and costly by stakeholders representing businesses, especially for products with different names in different languages. This was considered an unnecessary addition.
- ❑ **Accessibility for e-commerce:** The label's size and complexity raised concerns about its accessibility for online shops, particularly given the new EU requirements for online accessibility. This suggested the need for a design that works both on physical products and in online displays.
- ❑ A Member State informed that the name of the legal guarantee does not appear in Polish law "The guarantor should have the choice of using the main language, which - also in the scope of information about the legal guarantee" and suggested that this should be considered in the improvement of the design

4.2.2 Preferences on colour tones

Overall, organisations representing businesses were mostly in favour of a black and white label. Looking more closely to differences between traders and producers, producers seem to be mostly in favour of a black and white label, while traders were more often open to coloured versions. Also organisations representing consumers were mostly in favour of a black and white label, apart for Label 4, where they had a stronger preference for colours. Member State authorities though were for all labels rather in favour of colour.

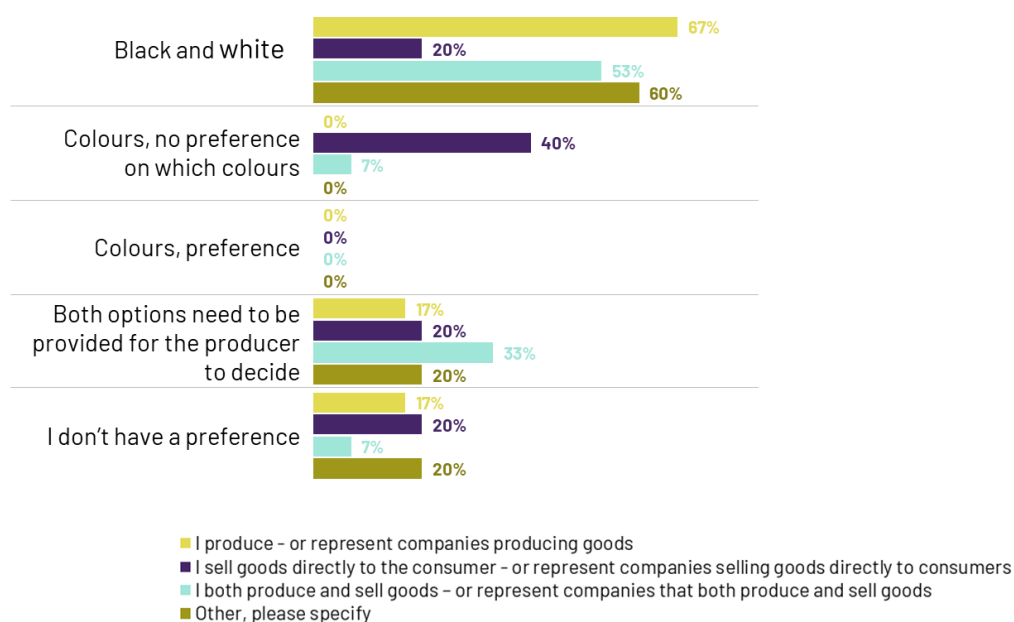
Figure 27 Colour tones – Label 1



Blue was mentioned most often (5 times) but also green and yellow were suggested

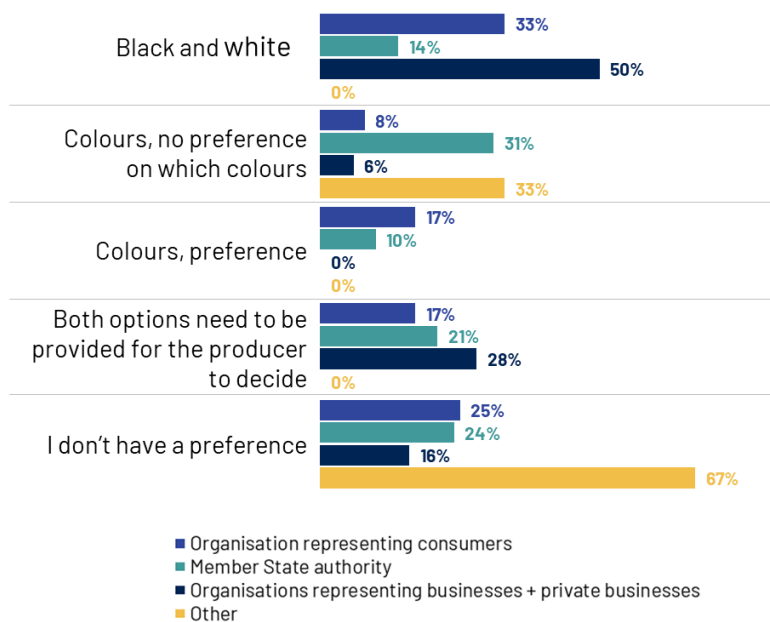
Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
Q15. Which colour tones would you prefer for this design?

Figure 28 Colour tones producers and traders – Label 1



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
Q15. Which colour tones would you prefer for this design?

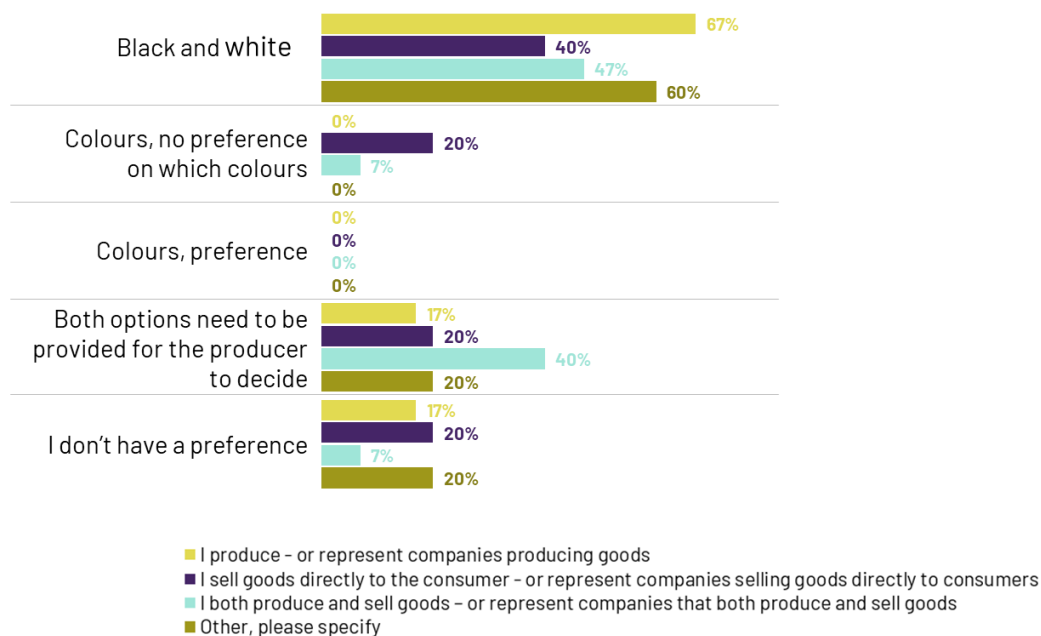
Figure 29 Colour tones – Label 2



Stakeholders suggested to use blue or keep the same colours of the proposed coloured design. One stakeholder suggested yellow.

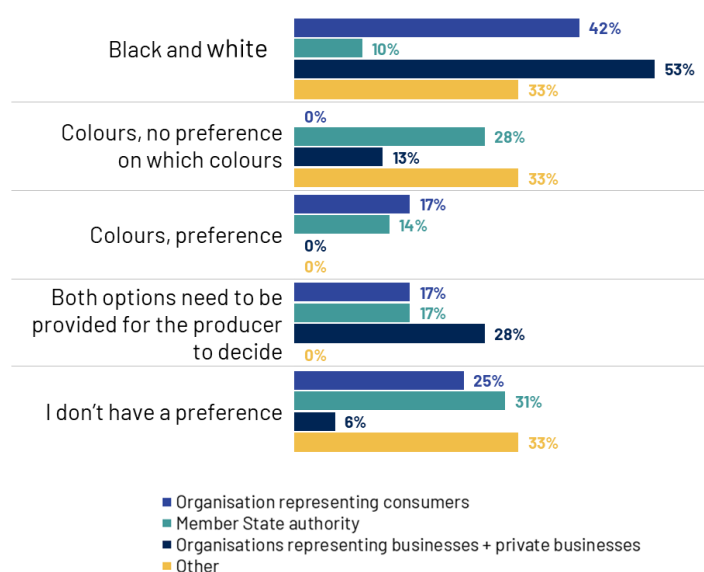
Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q15. Which colour tones would you prefer for this design?

Figure 30 Colour tones producers and traders – Label 2



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
 Q15. Which colour tones would you prefer for this design?

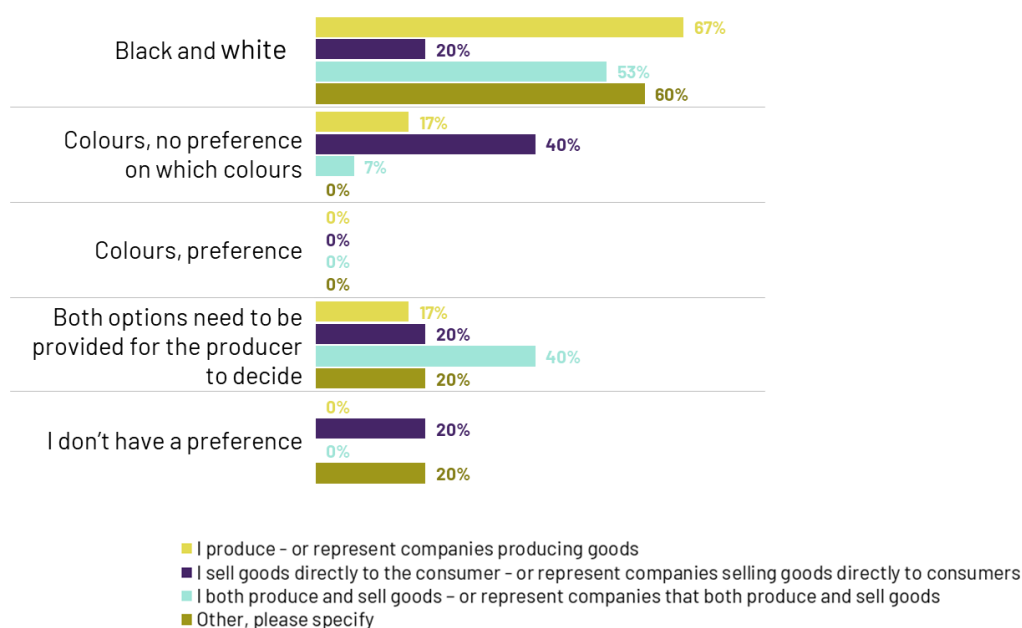
Figure 31 Colour tones – Label 3



The majority of stakeholders suggested blue or the same blue as in the proposed design. One stakeholder suggested green and yellow and another stakeholder suggested that the outline of the design should be in a different color than the flag, to highlight the difference with the legal guarantee.

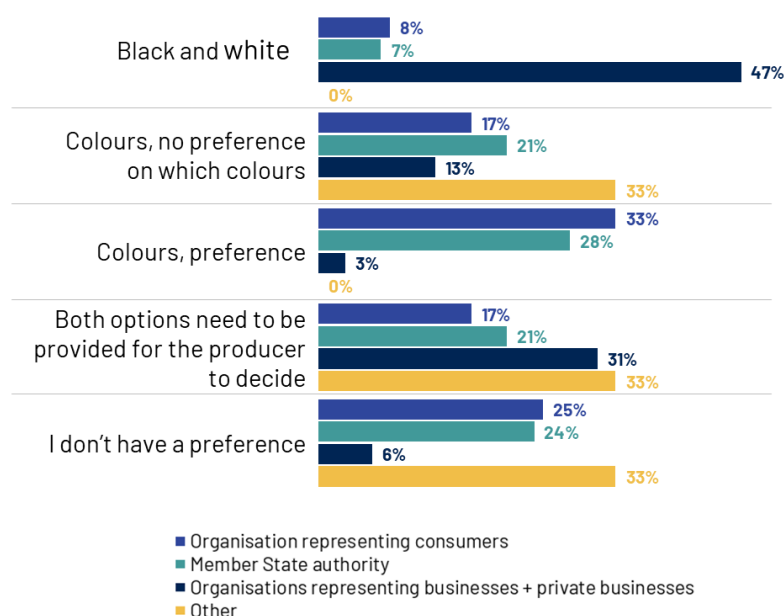
Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
Q15. Which colour tones would you prefer for this design?

Figure 32 Colour tones producers and traders – Label 3



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
Q15. Which colour tones would you prefer for this design?

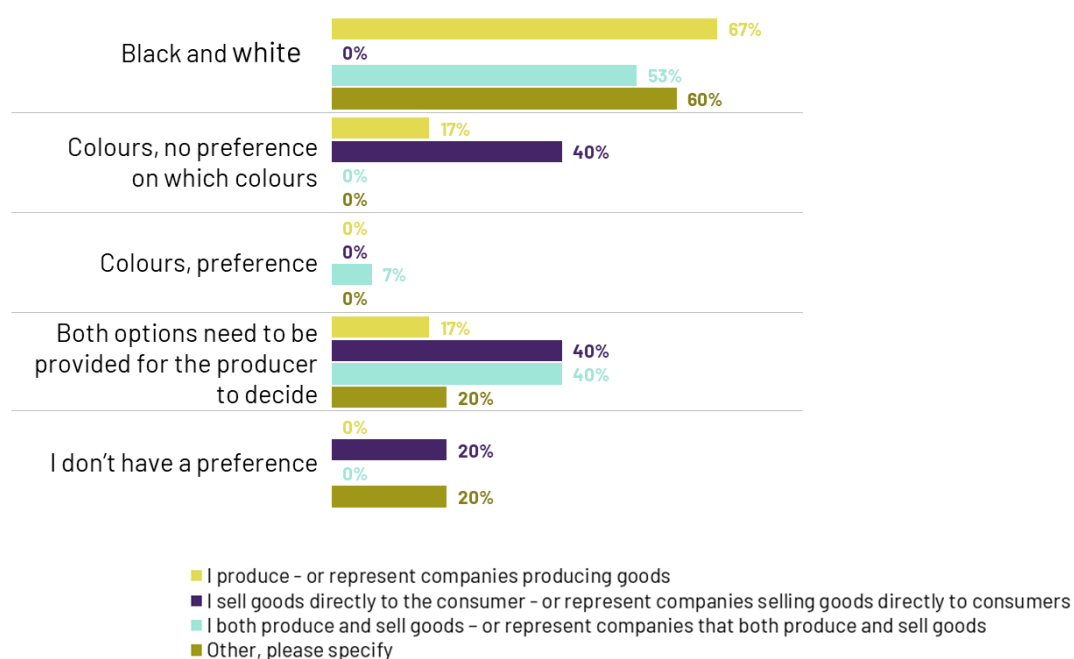
Figure 34 Colour tones – Label 4



Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q15. Which colour tones would you prefer for this design?

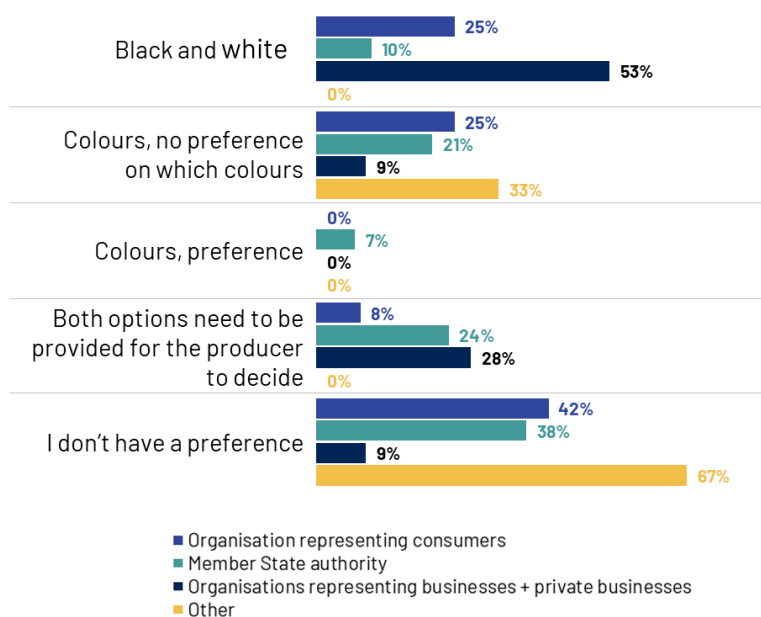
In general stakeholders suggested to use the colours of the coloured design: Blue, white and yellow. Some also suggested to include green.

Figure 35 Colour tones producers and traders – Label 4



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
 Q15. Which colour tones would you prefer for this design?

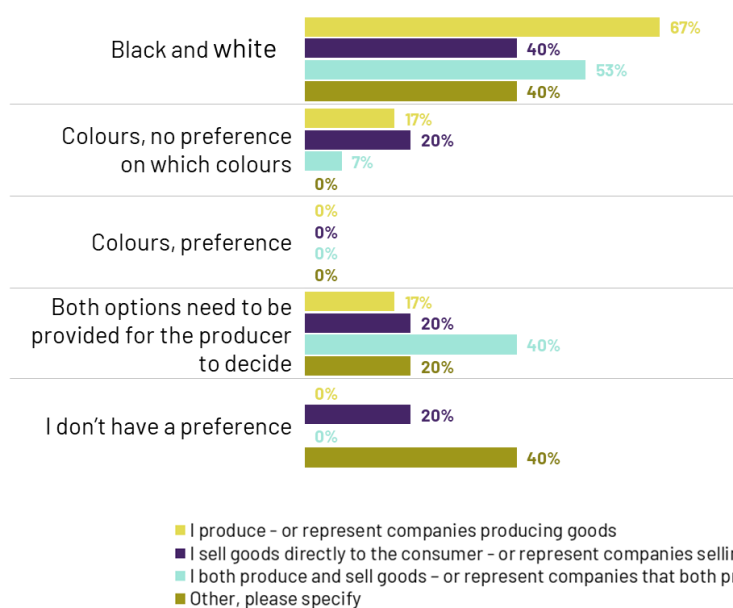
Figure 36 Colour tones – Label 5



The colours blue and green were suggested

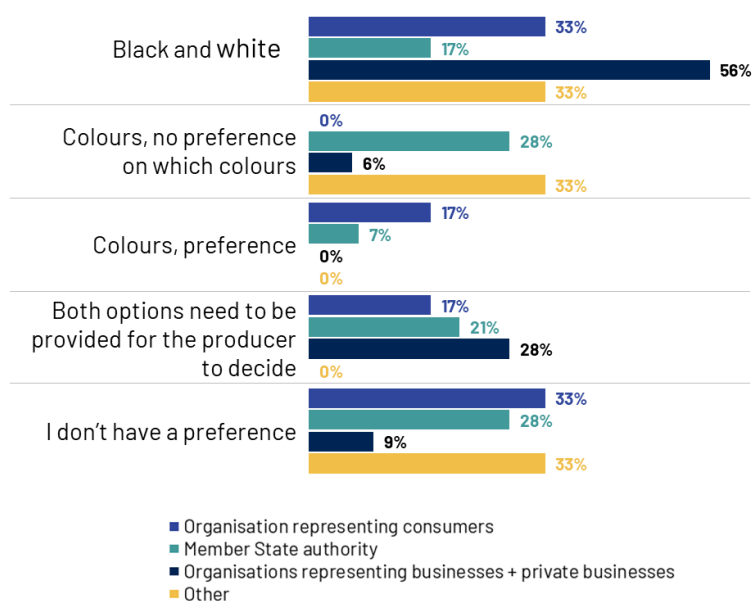
Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
Q15. Which colour tones would you prefer for this design?

Figure 37 Colour tones producers and traders – Label 5



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
Q15. Which colour tones would you prefer for this design?

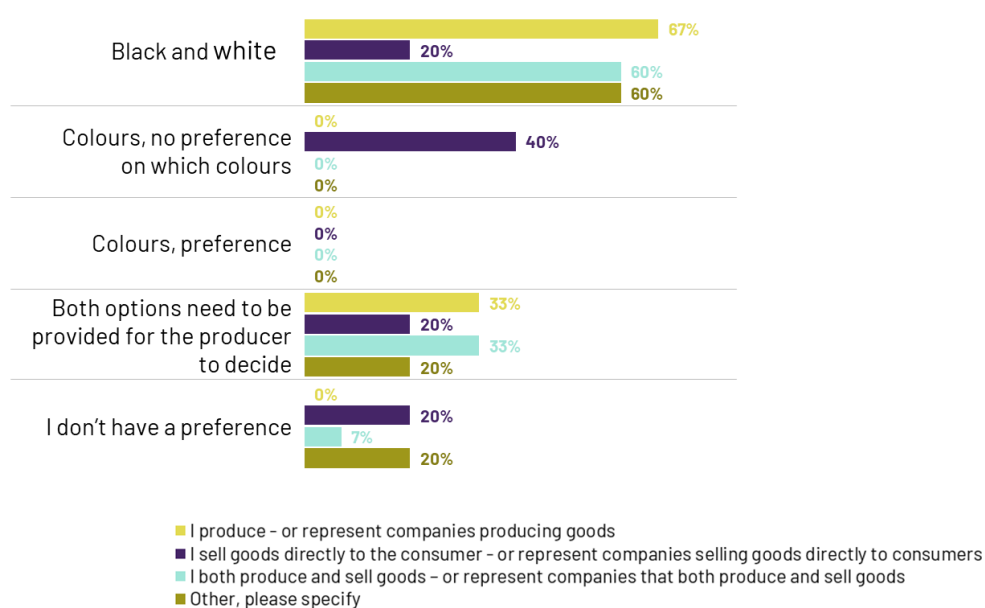
Figure 39 Colour tones – Label 6



Most stakeholders suggested the colour blue. Some also suggested yellow and green.

Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q15. Which colour tones would you prefer for this design?

Figure 40 Colour tones producers and traders – Label 6

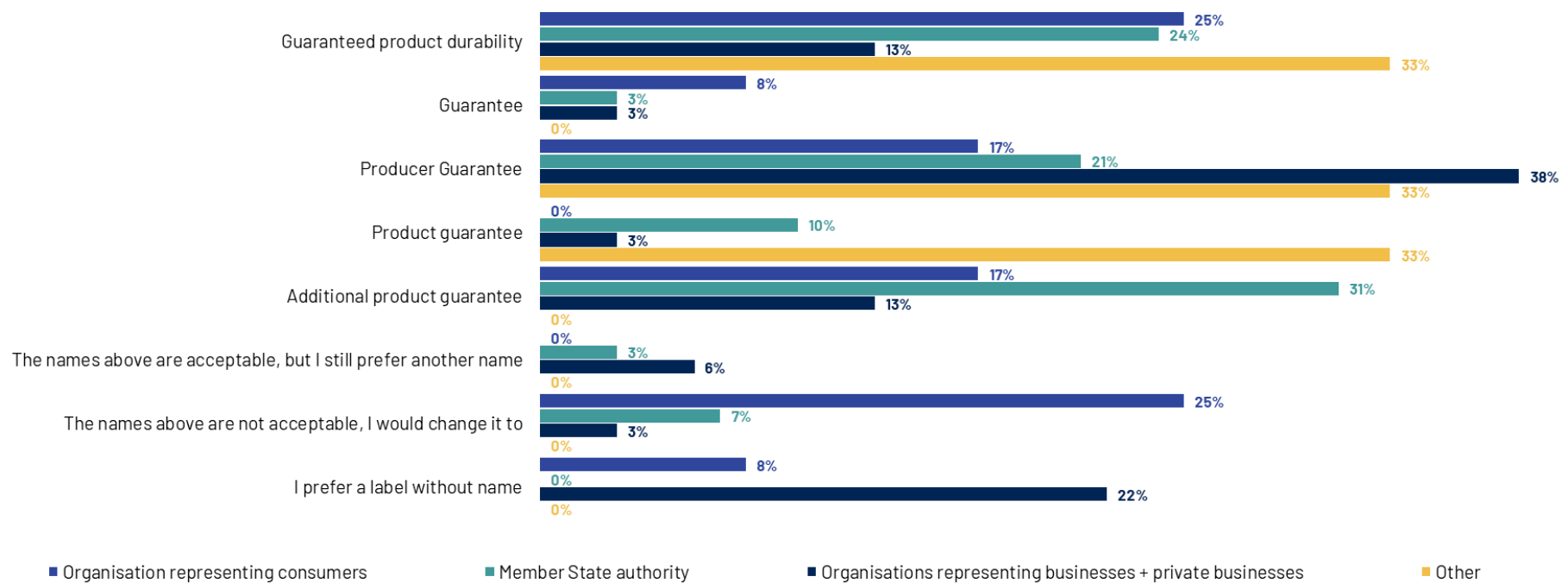


I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
 Q15. Which colour tones would you prefer for this design?

4.2.3 Preferences on content and naming

As mentioned above, producers find it important that the name refers to the fact that the guarantee is offered by the producer. This is also shown in the statistics below, where the name 'Producer Guarantee' scored the best among business organisations. Consumer organisations were more in favour of 'Guaranteed Product Durability'. This name was also liked by Member State Authorities, together with the 'Additional product guarantee' option.

Figure 41 Preferred name



Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q6. Which name would you find most suitable for the harmonised label on the commercial guarantee of durability?

Proposed names included (Q6):

- ❑ **Commercial Durability Guarantee:** Variations included "Commercial Guarantee of Durability" and "Producers' Commercial Guarantee of Durability".
- ❑ **Producer's Guarantee:** This emphasised the producer's responsibility and is a more concise option. A variation mentioned "Producer Guarantee".
- ❑ **Durable Product Guarante**
- ❑ **Producer's Guarantee of Durability:** This combined elements of the above, highlighting both the producer and the durability aspect.
- ❑ **Producers' Additional Product Guarantee:** to inform the consumers that this guarantee of durability is an additional one

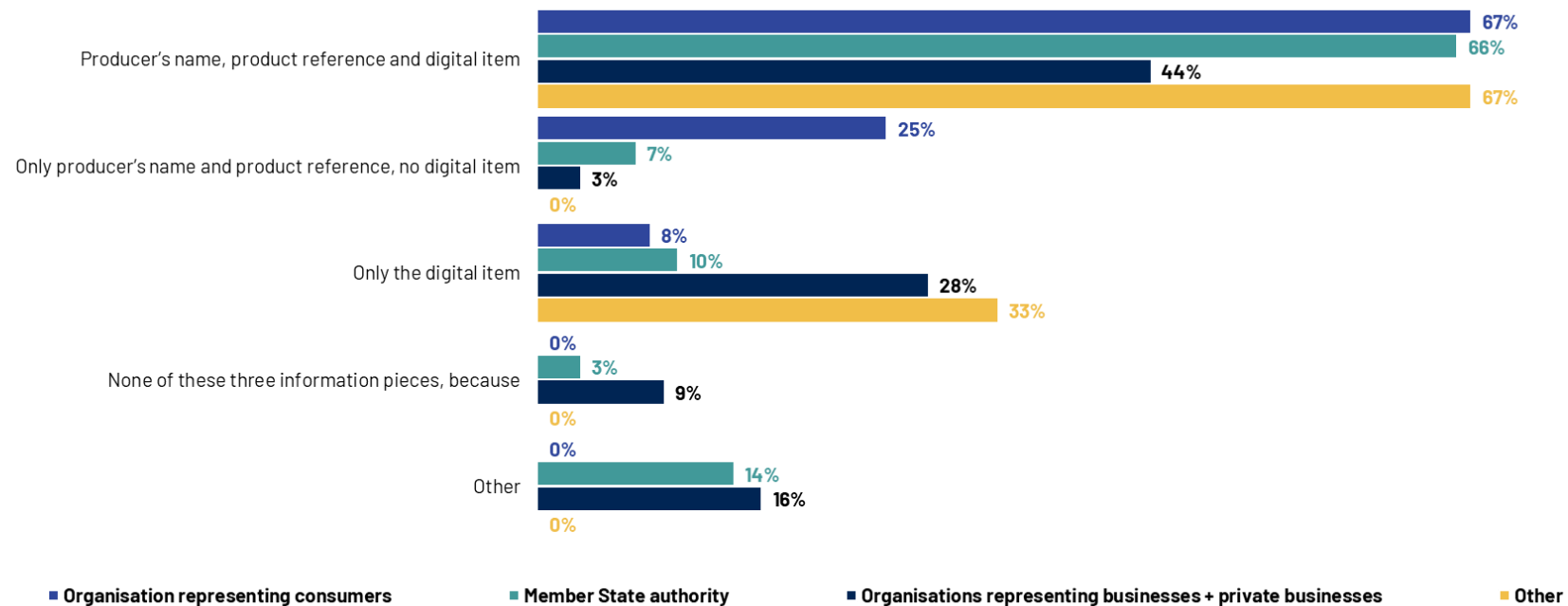
Explanation on why another name would be more suitable (Q7):

- ❑ **Commercial Durability Guarantee:** Stakeholders consistently emphasised the need for a clear, explicit title accurately reflecting the guarantee's nature. Many found existing titles incomplete or misleading. The title should clearly communicate that the guarantee is **commercial**, not legal, and relates to **durability**. This is important because a vague title could confuse consumers about the guarantee's purpose and scope. A more specific title helps consumers quickly understand what the label represents.
- ❑ **Distinction from Legal Guarantee:** Differentiating the commercial guarantee from the legal guarantee is crucial to avoid consumer confusion. The title should make this distinction immediately apparent. This is important because mixing the two guarantees could lead consumers to underestimate their legal rights or overestimate the commercial guarantee's coverage. A clear distinction prevents misunderstandings and potential disputes.

Absence of the QR code was noted by respondents for those labels that did not include a QR code. Generally, the QR code was well evaluated, especially by organisations representing businesses and consumers. Member State Authorities seemed to be a bit more careful, expressing concerns about potential fraud.

With regard to adding the producer's name and product reference, Member State authorities and consumer organisations seem to be rather in favour, while business organisations were more apprehensive about this.

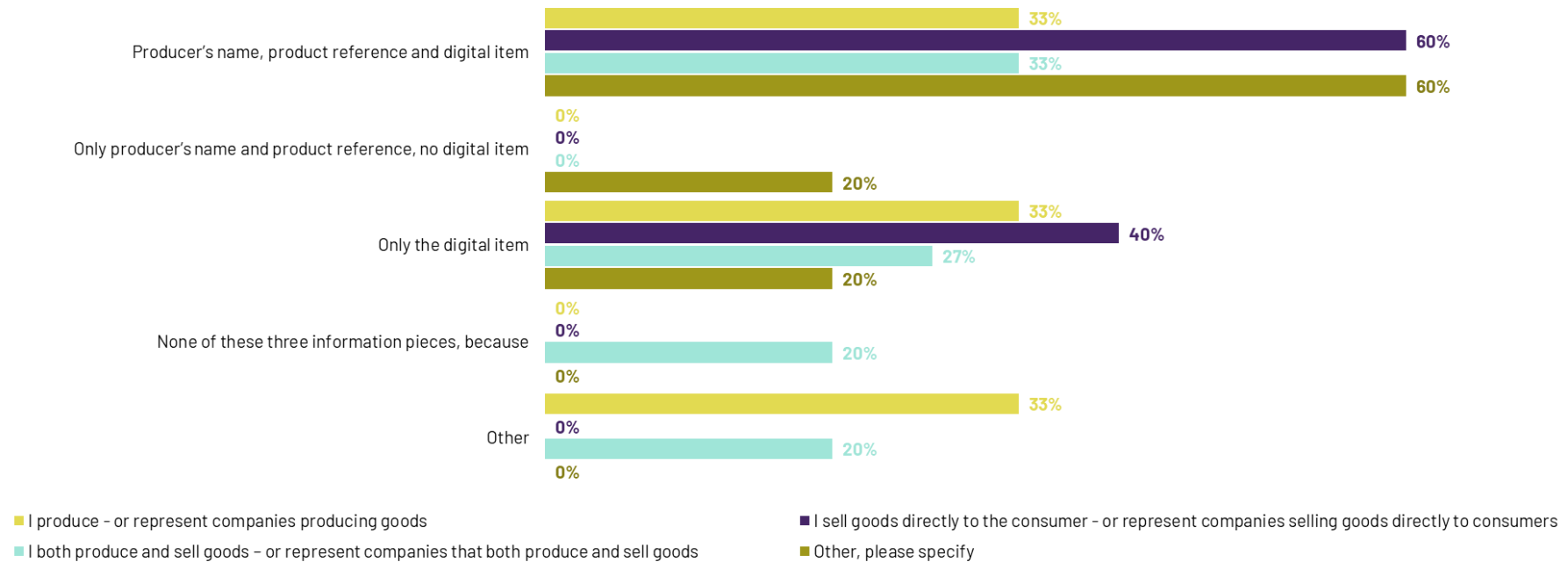
Figure 42 Useful information to include in the label



Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q8. Can you indicate which of these pieces of information (i.e., producer's name, product reference, digital item) you would find useful to add to the harmonised label?

Further investigating into the differences between traders and producers, traders were very much in favour of adding the producer's name, product reference and digital item, while producers were also leaning more towards just including the digital item.

Figure 43 Useful information to include in the label – differences between traders and producers



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5

Q8. Can you indicate which of these pieces of information (i.e., producer's name, product reference, digital item) you would find useful to add to the harmonised label?

Pieces of information that would be useful to add (Q8):

- ❑ While the QR code was generally viewed positively for providing additional information, concerns arose regarding its content. It should not just link to generic EU information, as this might be inaccurate for some Member States. Customisation for each Member State's specific regulations is necessary. Security concerns regarding potential fraud with QR codes were also raised.
- ❑ **Concerns about Cost and Fraud with QR Codes:** Several stakeholders expressed concerns about the cost of implementing QR codes and the potential risk of fraud. They suggested alternatives like disclaimers directing consumers to the producer's website for full conditions and restrictions.
- ❑ **Need for different information presentation depending on placement (Online, Packaging, In-Store):** Stakeholders emphasised the need to tailor information presentation based on where the label appears. They suggested using links to additional information online, minimizing information on packaging due to space constraints and environmental concerns, and allowing for more detailed information in-store while maintaining proportionality.
- ❑ **Preference for disclaimers over extensive information:** Some stakeholders favoured using disclaimers like "read full conditions on Producer's website" or "restrictions could apply" instead of trying to include all information on the label itself. This approach addresses both the concerns about label length and the potential for fraud with QR codes.

When asking participants whether there is any information missing, they overall mentioned that they would appreciate more information about the remedies in the label and who consumers need to turn to in case of defects/when they want to fall back on the guarantee.

Figure 44 Missing information in the label design



Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
Q5. In your opinion, is there any important information about the commercial guarantee of durability missing in this design?

Missing information in the label design (Q5) – Label 1:

- ☐ **Insufficient emphasis on the Legal Guarantee:** Many stakeholders pointed out that the label does not clearly distinguish between the commercial guarantee of durability and the legal guarantee of conformity. The absence of a clear explanation regarding the legal guarantee, its duration, and how it interacts with the commercial guarantee (**concurrently or consecutively**) is a significant concern. This lack of clarity could mislead consumers about their rights.
- ☐ **The National Legal Guarantee Period:** Several responses highlighted the need to specify the duration of the national legal guarantee. This information was deemed crucial by stakeholders representing consumers, as the legal guarantee period can vary between EU Member States. In their opinion, the label should either clearly state the applicable period or provide a mechanism (e.g., through the QR code) to access this information based on the consumer's location.
- ☐ **Guarantee cover:** Some stakeholders wished that the label clearly defined the terms of both the commercial guarantee of durability and the legal guarantee of conformity, explaining their respective scopes and how they apply to the product.

Missing information in the label design (Q5) – Label 2:

- ☐ Several stakeholders from all groups pointed out missing elements, such as the trademark, model number, or details about the commercial guarantee emphasising the importance of **identifying the guarantor** and potentially accessing further details about the guarantee.

Others found the language too technical and legal, hindering consumer understanding. The label should provide clear, concise information about the guarantees and the relevant parties involved

- ❑ **Missing information on legal guarantee rights:** This was the most frequent concern. Stakeholders representing consumers explicitly stated that legal guarantee rights were not indicated or were unclear. They asked about the specifics of both legal and commercial guarantees, demonstrating a need for clear differentiation and explanation of what the rights are behind each of them.
- ❑ **Need for a QR Code:** Many stakeholders suggested incorporating a QR code to provide additional information without cluttering the label. This is linked to the desire for more details about both guarantee types, repairability, and other product information.
- ❑ **Missing information on commercial guarantee content/limitations:** Several responses requested more information about when the commercial guarantee applies, including potential limitations. This goes beyond simply stating the duration and highlights the need for details about what is covered and any exclusions. The suggestion to add information about potential limitations (e.g., misuse of the product) underscored this need for specificity.

Missing information in the label design (Q5) – Label 3:

- ❑ **Lack of extra information regarding the commercial guarantee:** The most frequent concern was the lack of clear information about the commercial guarantee beyond the 10-year duration. Again, stakeholders (mostly representing consumers) expressed confusion about what the commercial guarantee entails, its scope, and its limitations.
- ❑ **Legal guarantee and commercial guarantee:** Stakeholders considered that clear differentiation and explanation of each is needed, including the duration of the minimum 2 years of the legal guarantee.
- ❑ **Need for a QR code:** Several stakeholders suggested using a QR code to provide additional information without cluttering the label. This is linked to the desire for more details about both guarantee types, repairability, producer information, and other product details. The QR code was seen as a solution to the limited space on the label.
- ❑ **Missing or unclear definition of "durability":** Several stakeholders highlighted the need for a clearer definition of "durability." While the 10-year period is mentioned, the design does not mention "Durability" nor what this means in practice for the consumer.
- ❑ **Missing trademark and producer information:** Some stakeholders noted the absence of trademark and producer information, emphasising the importance of identifying the guarantor and potentially accessing further details about the guarantee. This is crucial for consumers who need to contact the manufacturer for guarantee claims or repairs.
- ❑ **Repairability:** Stakeholders representing consumer associations considered that consumers are interested in this aspect and would like to see information about the possible remedies included on the label or accessible through the QR code.

Missing information in the label design (Q5) – Label 4:

- ❑ **Missing or inadequate explanation of legal guarantee and its relationship to the commercial guarantee:** The most frequent concern revolved around the unclear or missing explanation of the legal guarantee and how it interacts with the commercial guarantee of durability. Stakeholders representing consumers asked for clarification on consumers' legal rights, the connection between the two guarantees and whether the commercial guarantee is in addition to or separate from the legal guarantee.
- ❑ **Need for a QR code:** Many stakeholders suggested incorporating a QR code to provide additional information without cluttering the label. This is linked to the desire for more details about both guarantee types, reparability, producer information, and other product details.
- ❑ **Missing producer information and trademark:** Some stakeholders noted the absence of producer information and trademarks, highlighting the importance of identifying the guarantor for warranty claims or repairs.

Missing information in the label design (Q5) – Label 5:

- ❑ **Missing information and lack of possibility to explain:** The majority of responses highlighted the lack of information in the minimalist design. Stakeholders repeatedly stated that crucial information is missing, including details about the legal and commercial guarantees, what the umbrella implies, the fact that "10" refers to years, the producer's name/trademark, and information on durability, and, possibly, a QR code.
- ❑ **Need for textual explanation:** Many stakeholders explicitly stated the need for text to explain the minimalist design and provide context. They argue that the icon alone was insufficient to convey the necessary information about the guarantees.
- ❑ **Missing Producer/Trademark information:** Several stakeholders pointed out the absence of producer or trademark information, emphasising the importance of identifying the guarantor for warranty claims or repairs.
- ❑ **Questions about reparability and "years" unit:** Some stakeholders asked about knowing what options are available for reparability and whether the "10" refers to years. These questions, while less frequent, highlighted the need for clear and specific information about the guarantee coverage and duration.

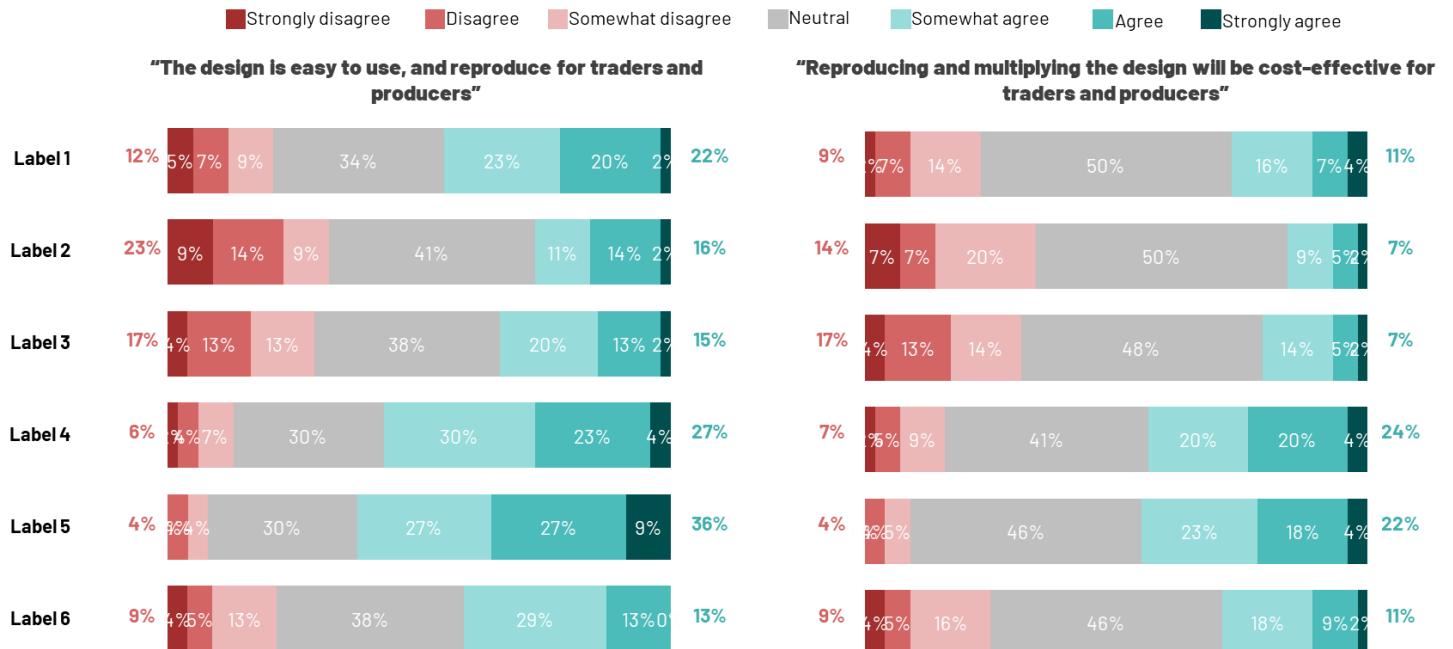
Missing information in the label design (Q5) – Label 6:

- ❑ **Clarity on Commercial Guarantee:** Stakeholders emphasised the need to clearly state that the information pertains to a "commercial guarantee of durability." Many comments focused on differentiating this from the legal guarantee and specifying the "10 years" is running in parallel. Some suggested explicitly mentioning "10 years commercial guarantee of durability."
- ❑ **Information about the Legal Guarantee:** Many stakeholders requested information about the legal guarantee alongside the commercial guarantee. This included clarifying the difference between the two, highlighting that they run concurrently, and noting that the legal guarantee might have a longer duration. Some even mentioned the need to include national specifications related to the legal guarantee.
- ❑ **Country of guarantor's registered office or branch**

4.2.4 Usability for producers and traders

Finally, on **the usability of the design** for producers and traders, label 5 and 6 scored best. Little differences were noted between traders and producers.

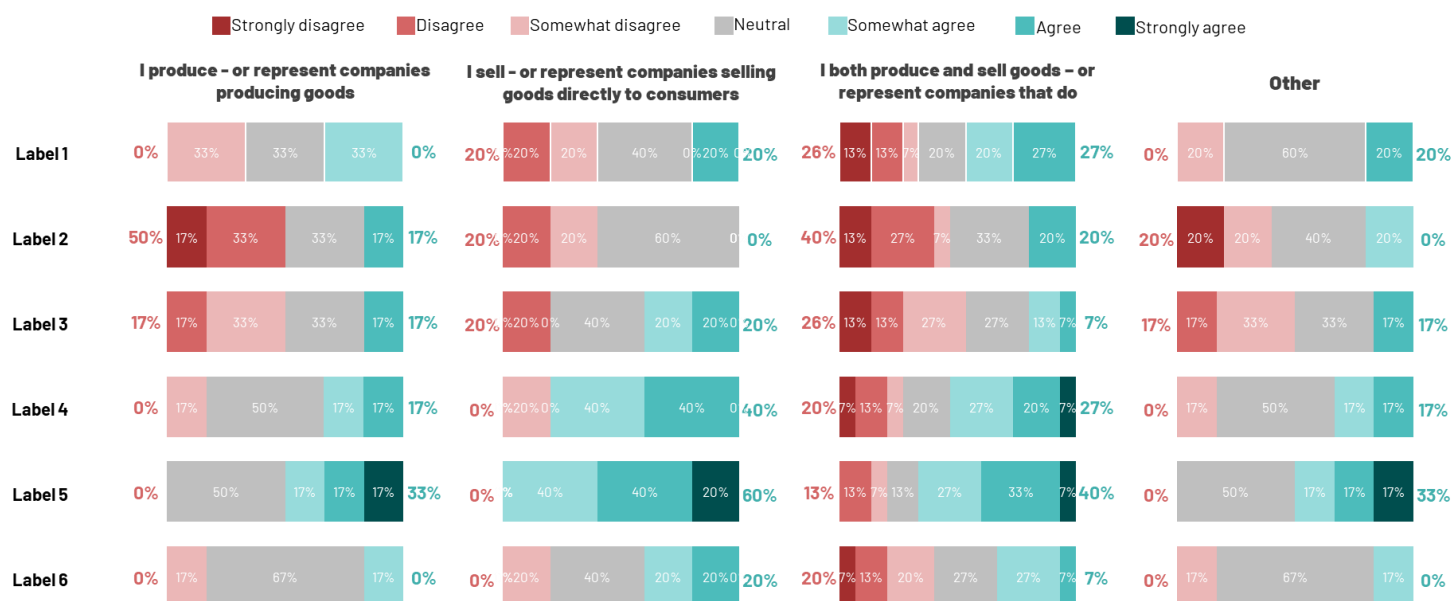
Figure 45 Usability of label design for producers and traders



n=56

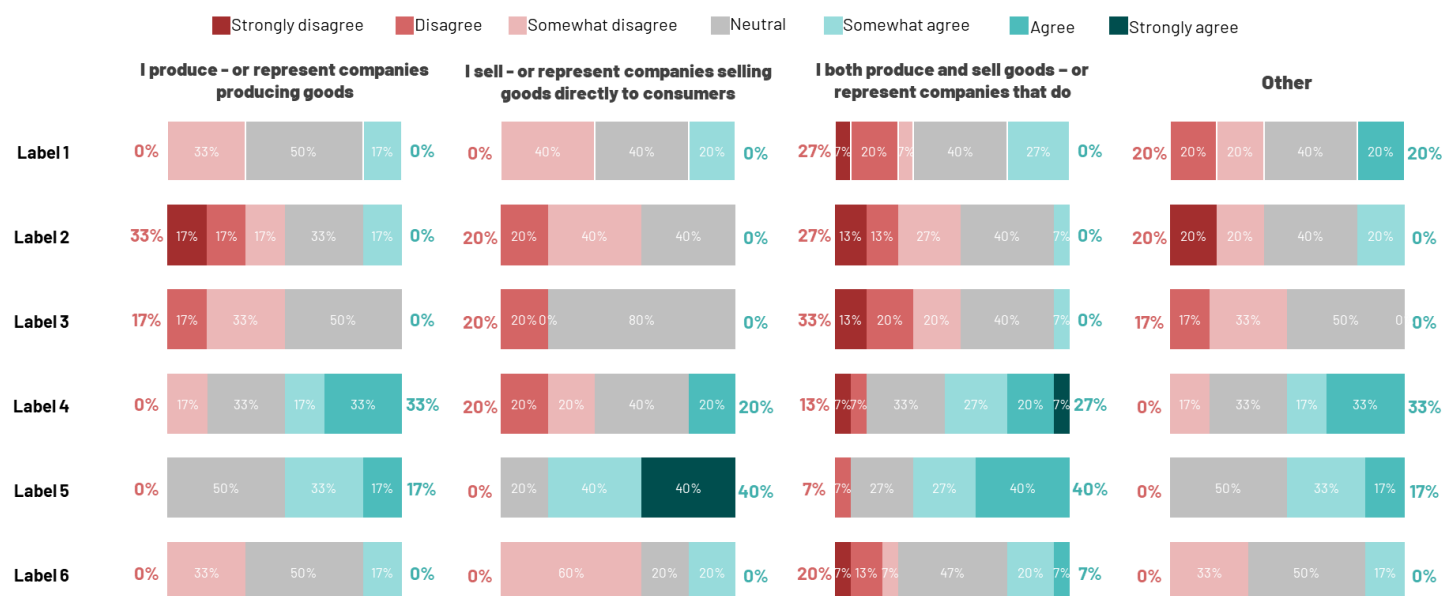
Q3. Please indicate to which extent you agree with the following statements about the usability of the design for producers and traders

Figure 46 Usability of label design – easy to use and reproduce differences between producers and traders



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
Q3. Please indicate to which extent you agree with the following statements about the usability of the design for producers and traders

Figure 47 Usability of label design – cost-effectiveness differences between producers and traders



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
Q3. Please indicate to which extent you agree with the following statements about the usability of the design for producers and traders

4.2.5 Additional comments

- ❑ **Keep Text Concise/Utilize QR Codes:** Minimising text on the label itself and using QR codes to provide comprehensive information. Stakeholders repeatedly stressed keeping the label concise and informative, with detailed explanations, multiple language versions, and other specific information accessible via QR code.
- ❑ **Simple, Recognizable Design:** A simple, easily recognisable design is highly desired. Stakeholders suggested minimizing text, using clear and distinctive graphics, and potentially incorporating a recognisable logo (similar to existing ecolabels or certification marks). This enhanced visibility, understanding, and memorability, but implied that communication and education must happen around the new logo before it becomes familiar and memorable.
- ❑ **Clear, Precise, and Not Misleading:** Stakeholders emphasised the importance of clarity, precision, and avoiding misleading information. The label should clearly communicate the guarantee's purpose and terms without ambiguity. This builds trust and ensures consumers understand their rights.
- ❑ **EU Logo for Trust:** Including the EU logo was suggested to enhance trust and signal that the label represents an EU-approved standard, not just a self-declaration by the manufacturer.
- ❑ **Placement Flexibility:** Stakeholders requested flexibility in label placement and size, recognising that a one-size-fits-all approach might not be feasible for all products
- ❑ **Digital Content and Easy Updates:** The preference for digital content and easy updates via QR codes reflects the need for flexibility and the ability to adapt to changing information or regulations.
- ❑ **Accessibility:** Concerns about accessibility for color-blind individuals and the need for website information for those without smartphones were also raised.
- ❑ **Harmonised Guarantee Conditions:** Some stakeholders advocated for harmonised guarantee conditions across manufacturers to ensure consistency and avoid consumer confusion. This would simplify comparisons and prevent manufacturers from setting vastly different terms.
- ❑ Clarifications are needed when it comes to the **measurements of the labels**. Official measurements should be in place to ensure a harmonised format. If companies must provide one large label with translation in the 24 EU languages, this will have **negative environmental impacts** and lead to additional **administrative burden**.
- ❑ The information on the guarantee – especially a commercial guarantee – should be conveyed before the purchase. Also, this information should stay with the consumer for a long time – and packaging is often disposed of quickly once the product is received/bought. For all these reasons, these labels should be **provided at the point of sale or online**. The digital product passport could be a good place to store the harmonised label and notice in the future.
- ❑ Practical implementation or costs, without knowing where the label or notice will need to be shown, most designs will not be applicable on product/packaging without increasing costs, administration (re-design all packages) and sometimes also the size of the packaging itself (for

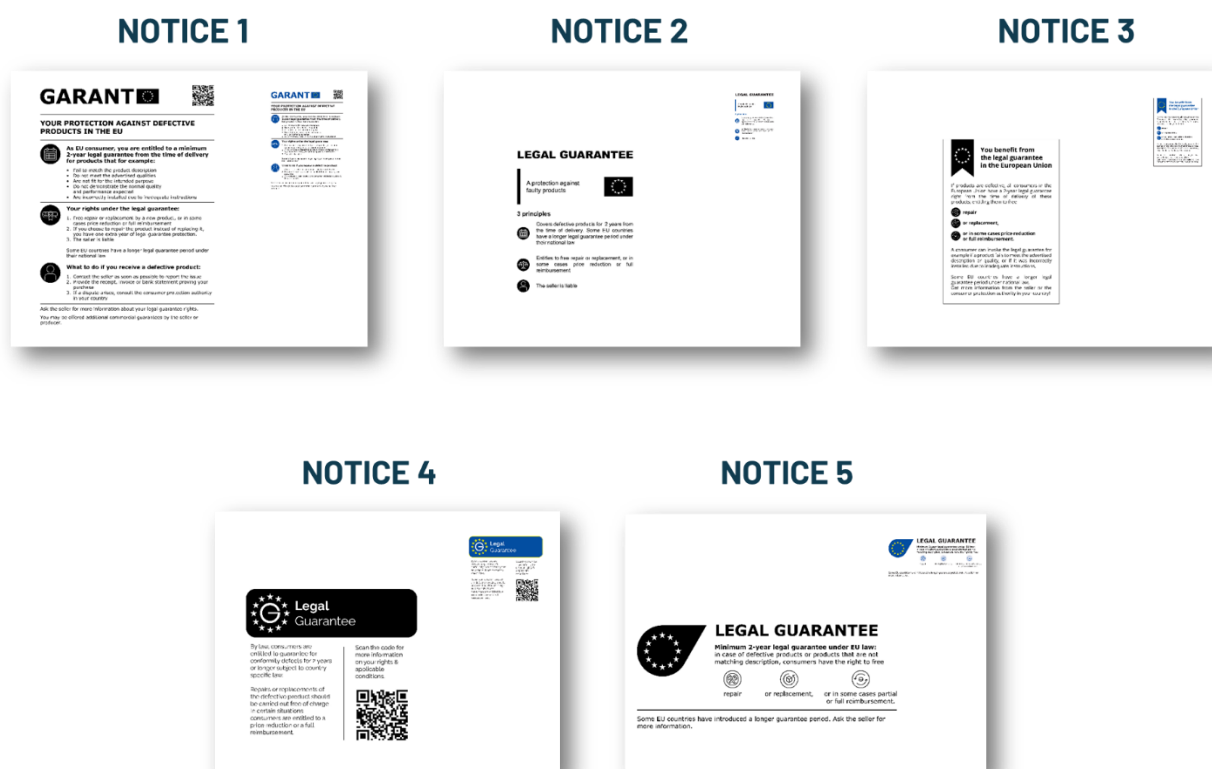
small packages). This will all have negative effects on our climate footprint (more material used), especially if it needs to be one big label with translation in many languages.

- ❑ A Member State suggested that the use of many languages in the labels will not help to orient the users in the right direction and suggest the use EN, DE and FR or ES, have all 27 seems unnecessary. The other languages can be made accessible via the QR code.
- ❑ The producers stated the importance of the digital product passport which can be the best place to store the guarantee information.

4.3 Results on the harmonised notice

In this section, the results for the harmonised notice are described. Below an overview again of the different notices.

Figure 48 Overview of all notices



4.3.1 Perceptions of notice design

Overall it seemed that the notices were evaluated more positively than the labels.

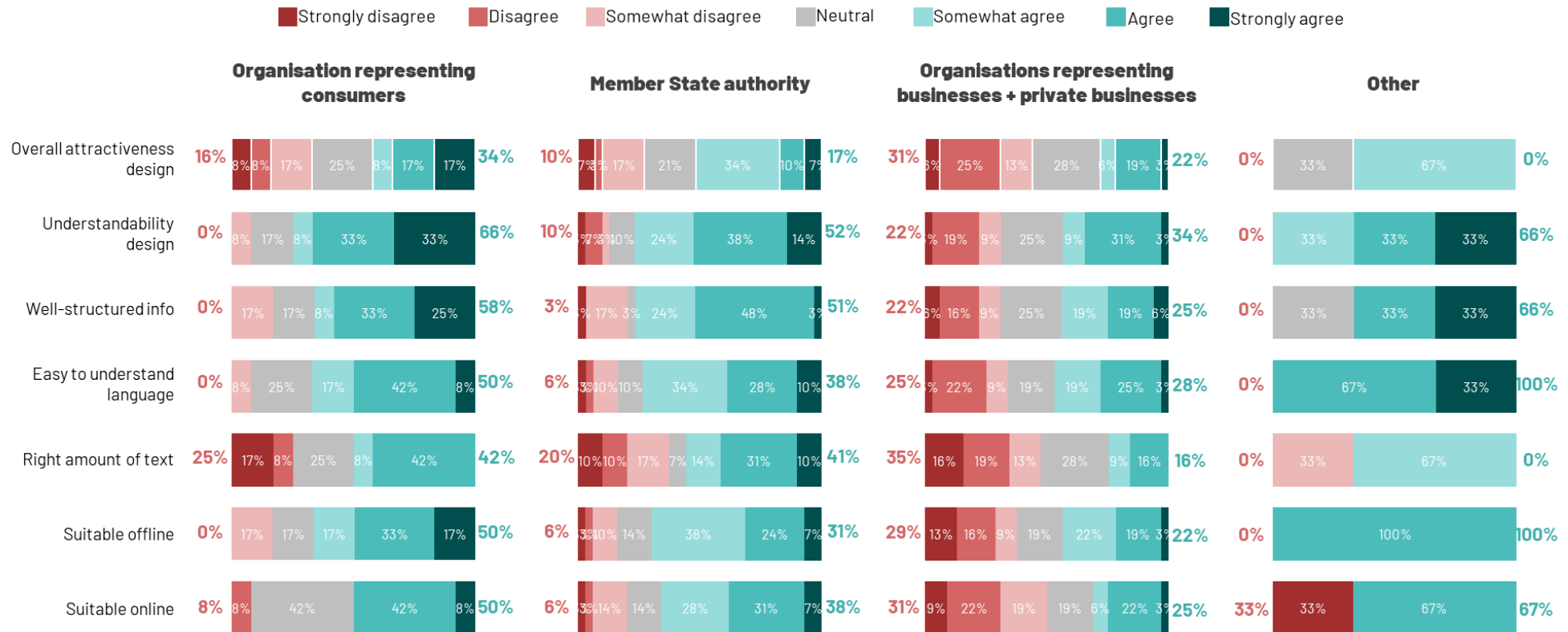
As can be seen from the graphics below, the **overall perceptions** of the design for notice 5 was the most positive, while notice 2, 3 and 4 were rather medium well evaluated and notice 1 was the least best evaluated.

More specifically, notice 1 was mostly less well evaluated than the other notices because it was considered to be **too text-heavy**. Particularly business organisations evaluated this design rather poorly. A similar result occurred for notice 3, where stakeholders mentioned that the amount of text included could lead to overload, potentially overwhelming consumers.

Regarding **understandability**, as can be seen from the graphs below, the notices scored rather well on this aspect, answers to the open ended questions revealed though that the tone of voice of the text was too legal. Future designs should take into account using more simple language as it is pertinent that the notice is well understood by consumers. Member State Authorities also pointed out that some Member States offer a legal guarantee longer than two years and they would like to see this element more reflected into the notice.

Notices that worked with some kind of bulleted or summation format, like notice 1, 2 and 5 scored higher on the element of **being well-structured**. Especially the icons in notice 5 to indicate the different remedies were well liked. As opposed to notice 4, of which the placement of the text was considered to be rather unclear.

Figure 49 Perceptions of design – Notice 1

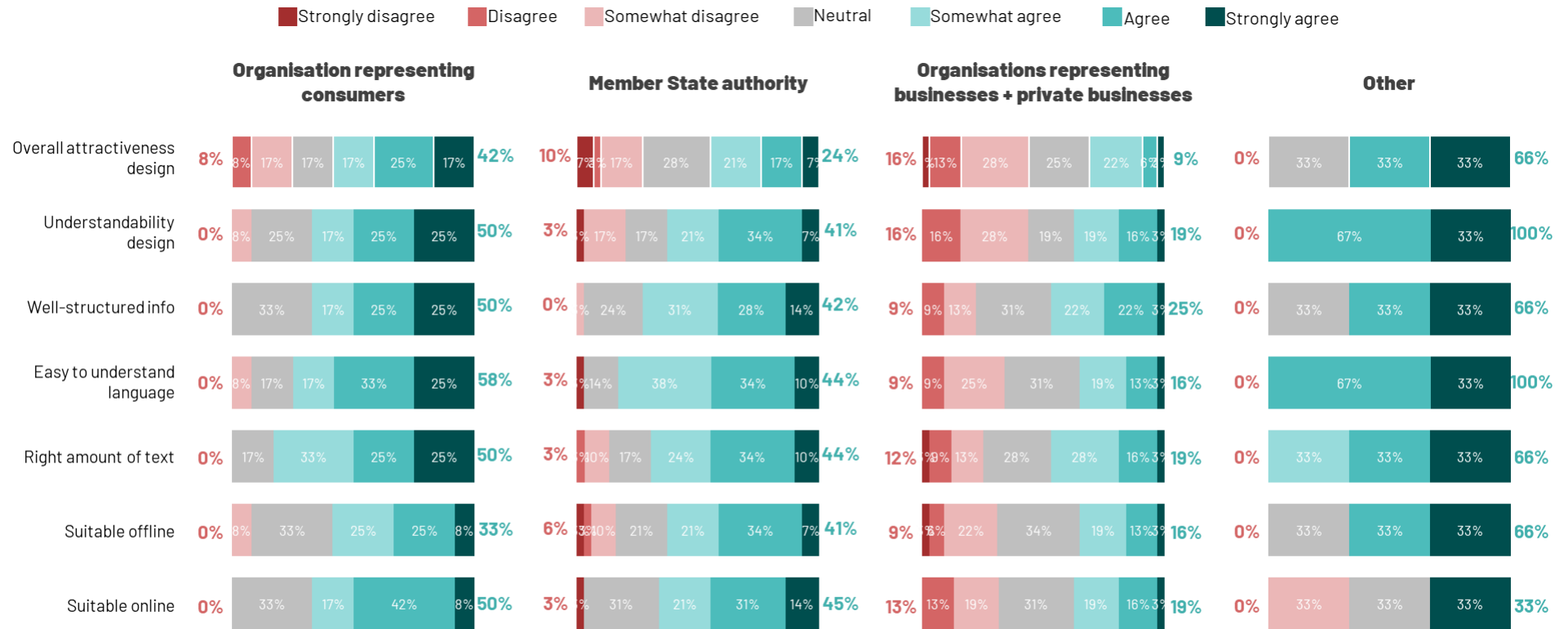


Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q10. Please indicate to which extent you agree with the following statements about this design of the harmonised notice

Suggestions for improvements (Q12)

- ❑ **Excessive text and length:** The majority of respondents found the notice far too long and text-heavy. They expressed concerns that consumers would be unlikely to read such a large amount of text, especially at a point of sale. Many suggested shortening the text drastically or moving details to a QR code. An important association representing consumers such as BUEC considered the content and length of this label appropriate and complete.
- ❑ **Clarity of Heading:** Several respondents stressed the need for a clear heading that explicitly states the notice is about the legal guarantee. Some found the current heading ("GARANT") confusing or unclear.
- ❑ **Accuracy of Information:** Some stakeholders pointed out inaccuracies in the information presented, particularly regarding specific national laws and time limits for legal guarantees. They emphasized the need for accurate and up-to-date information for each Member State.

Figure 50 Perceptions of design – Notice 2

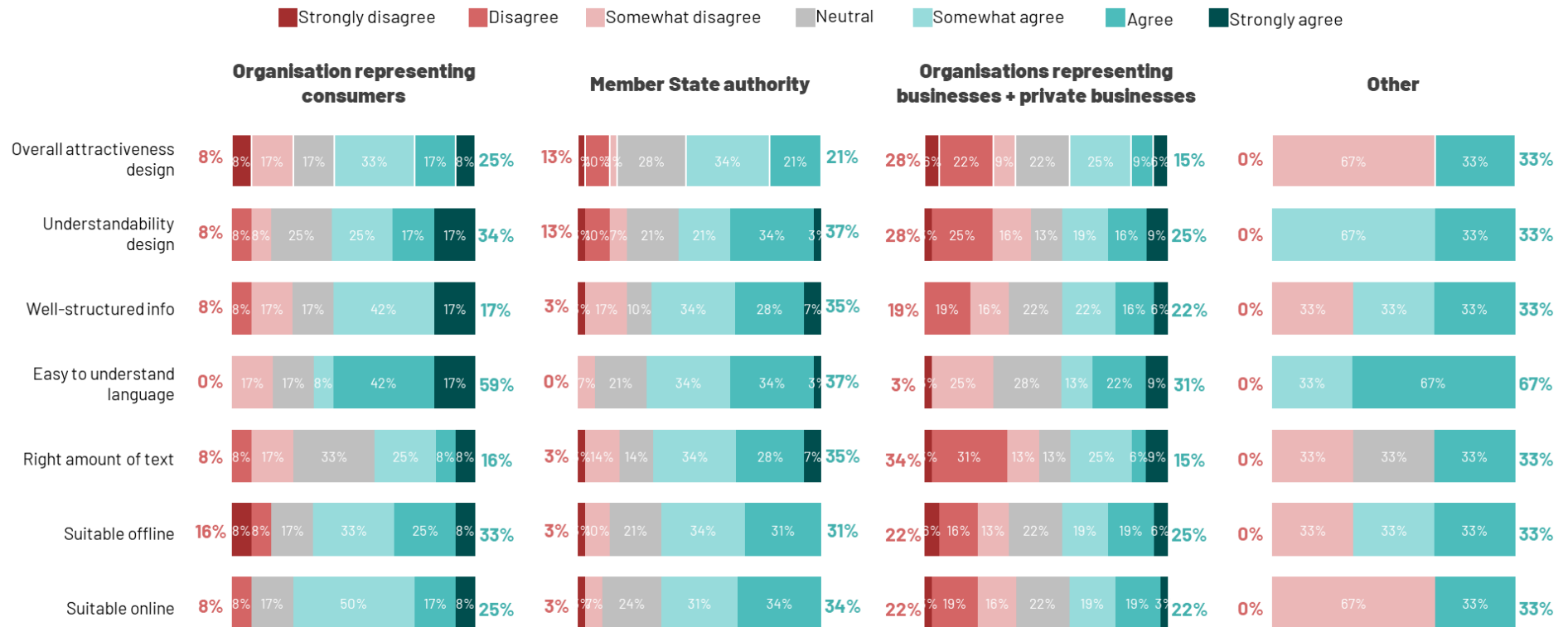


Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q10. Please indicate to which extent you agree with the following statements about this design of the harmonised notice

Suggestions for improvements (Q12)

- ❑ **Need for QR Code:** Many stakeholders suggested incorporating a QR code to provide additional information, such as national-specific details or directive citations, without cluttering the label itself.
- ❑ **Clarity of message/language:** Several respondents found the language unclear or too complex. They suggested simplifying the wording, using shorter sentences or bullet points, and avoiding terms with a negative connotation like "faulty" or "defective."
- ❑ **Emphasis on 2-Year minimum guarantee:** Some stakeholders suggested making the 2-year minimum guarantee period more visually prominent. Others raised concerns that emphasising the 2-year period could mislead consumers in countries where the legal guarantee is longer.
- ❑ **Clarity on seller's liability:** Some stakeholders suggested clarifying that the seller is liable for faulty products, not the producer or other parties. Few stakeholders positively remarked the mention of the consumer protection authority.

Figure 51 Perceptions of design – Notice 3

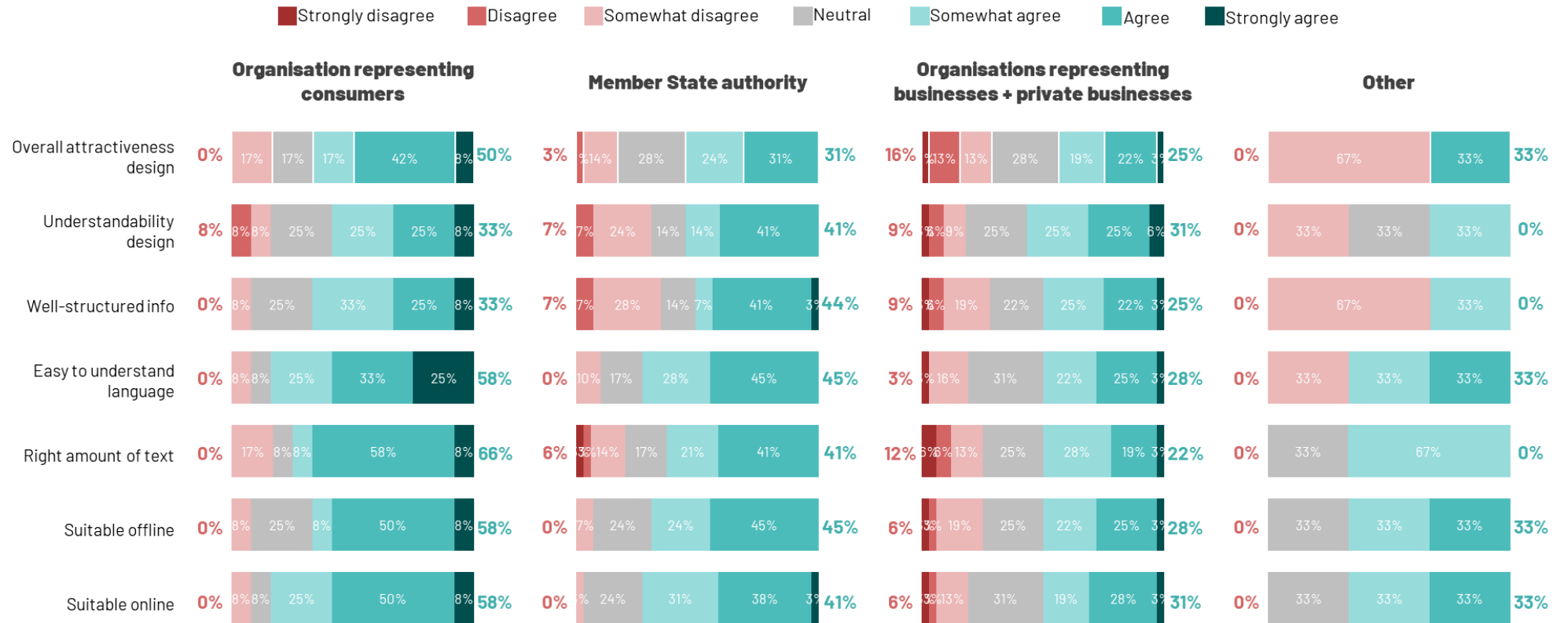


Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q10. Please indicate to which extent you agree with the following statements about this design of the harmonised notice

Suggestions for improvements (Q12)

- ❑ **Excessive text and length:** The majority found the notice too long and text-heavy. They worried consumers would not read it, especially at the point of sale. Many suggested shortening it or using a QR code for details.
- ❑ **Information overload and complexity:** Related to length, stakeholders felt the notice presented too much information, potentially overwhelming consumers. They questioned the value of detailed explanations and recommended focusing on essentials.
- ❑ **Visual prominence of 2-Year minimum:** Some suggested highlighting the 2-year minimum guarantee more visually. Others worried this emphasis could mislead consumers where the legal guarantee is longer.

Figure 52 Perceptions of design – Notice 4

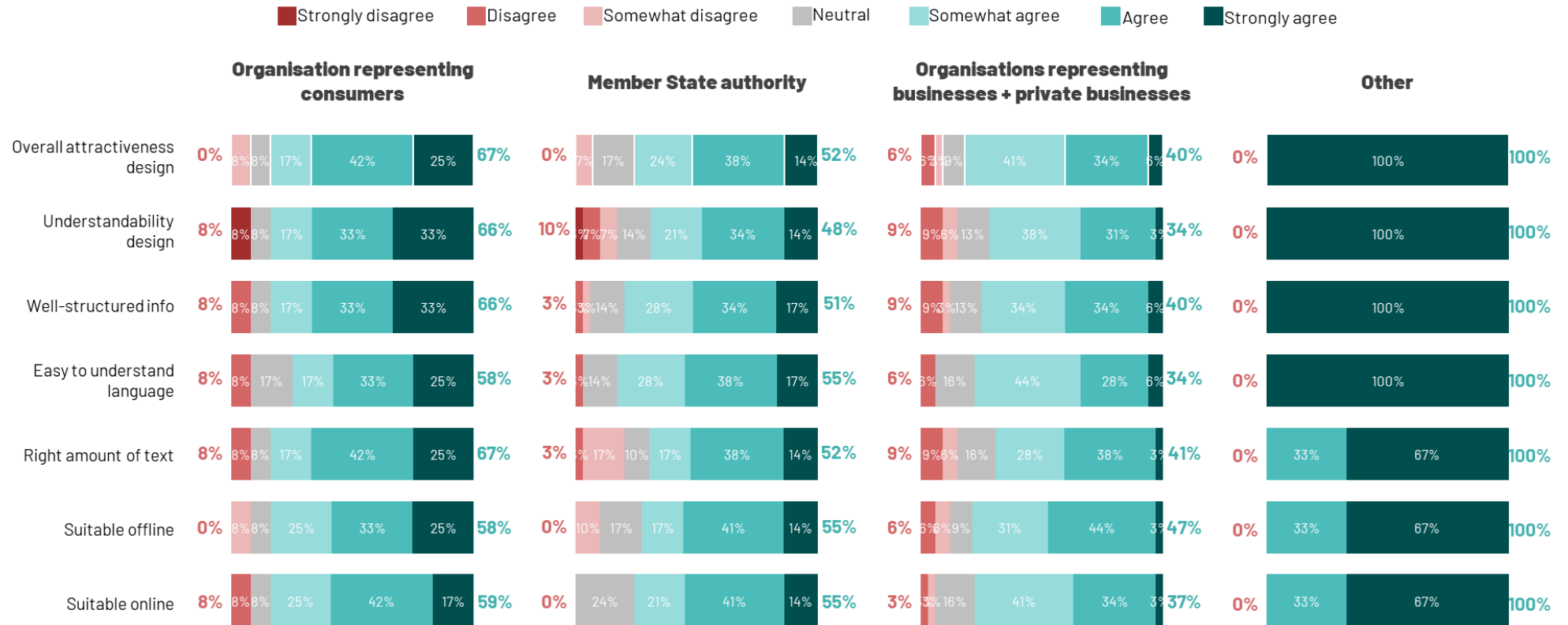


Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q10. Please indicate to which extent you agree with the following statements about this design of the harmonised notice

Suggestions for improvements (Q12)

- ❑ In general stakeholders liked the overall design shape. However, some found the "G" logo confusing or similar to other logos such as Google.
- ❑ **Text too legal:** Some stakeholders found the text would be difficult for the average consumer to understand (terms such as “guarantee for conformity defects”).
- ❑ **QR code placement and usage:** Many stakeholders supported using a QR code for additional information. Some suggested placing it in the center of the label for better visibility.
- ❑ **Clarity and structure of information:** Some found the information not well structured. They suggested using bullets, bold keywords, or icons to accompany the reader.
- ❑ **Highlighting important information:** Some stakeholders suggested highlighting key information, such as the 2-year minimum guarantee period and add bullet points, so that it stands out with what it offers to the consumer.

Figure 53 Perceptions of design –Notice 5



Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n= 32, Other n= 3
 Q10. Please indicate to which extent you agree with the following statements about this design of the harmonised notice

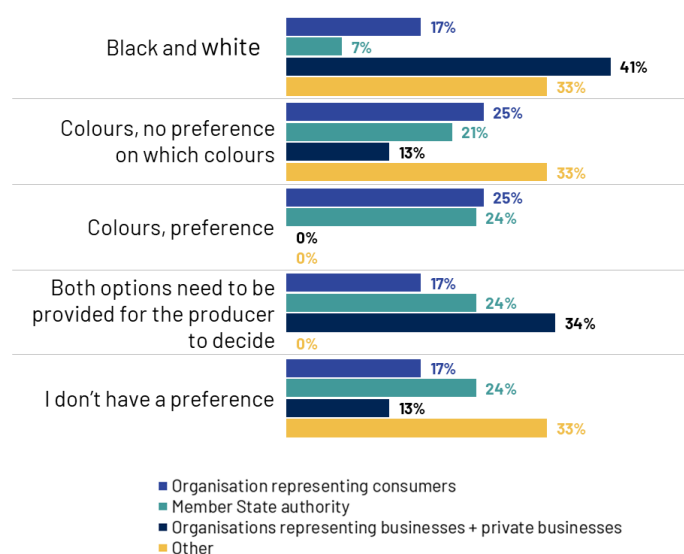
Suggestions for improvements (Q12)

- ❑ Many stakeholders appreciated the concise text compared to other examples. However, some found the language too simplistic, particularly regarding mentioning that the seller is liable, and not just “ask the seller”. Some also felt it lacked essential information.
- ❑ **Need for QR code:** As for other Notices, many stakeholders recommended adding a QR code to provide more details about legal rights and other relevant information.
- ❑ **Accuracy of information and national differences:** Like for previous designs, some stakeholders pointed out inaccuracies concerning national laws and the 2-year guarantee. They emphasised the need to reflect variations in legal guarantees across Member States and accurately represent the "burden of proof" concept.
- ❑ **Design and logo:** Several stakeholders commented on the design and logo. The teardrop EU logo was unfamiliar and some suggested using a circle instead, others liked it. Few stakeholders questioned the need for a specific design or logo for legal guarantee information.

4.3.2 Preferences on colour tones

Again, organisations representing businesses were mostly in favour of a black and white notice. Looking more closely into differences between traders and producers, both traders and producers were in favour of a black and white notice, with traders being a bit more open still to a coloured version. Yet, different from the results of the labels, business organisations indicated to also be open to both options (colour and black and white). Additionally, consumer organisations and Member State authorities seemed to be more in favour here of a coloured version and even with specific colours (the colour blue was mentioned most often). This result for consumer organisations differs from what they had mentioned for the label, where consumer organisations were also in line with business organisations and in favour of a black and white label.

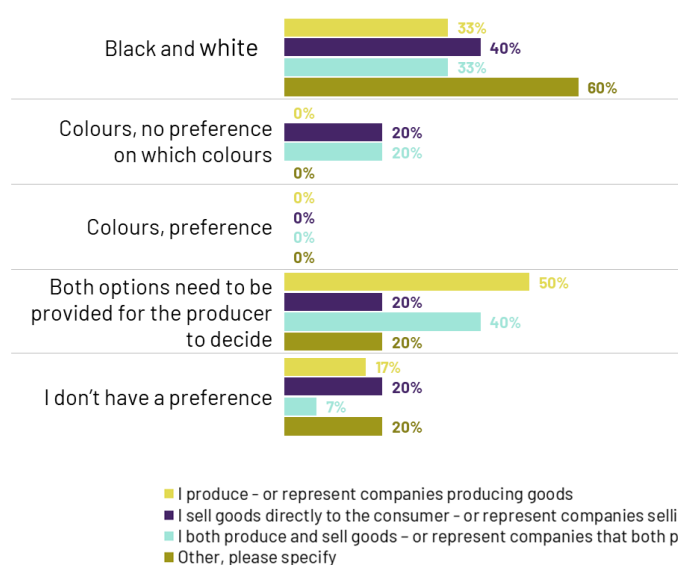
Figure 54 Colour tones – Notice 1



Most stakeholders suggested blue as the primary colour. Also black and white were suggested. One stakeholder proposed blue and yellow.

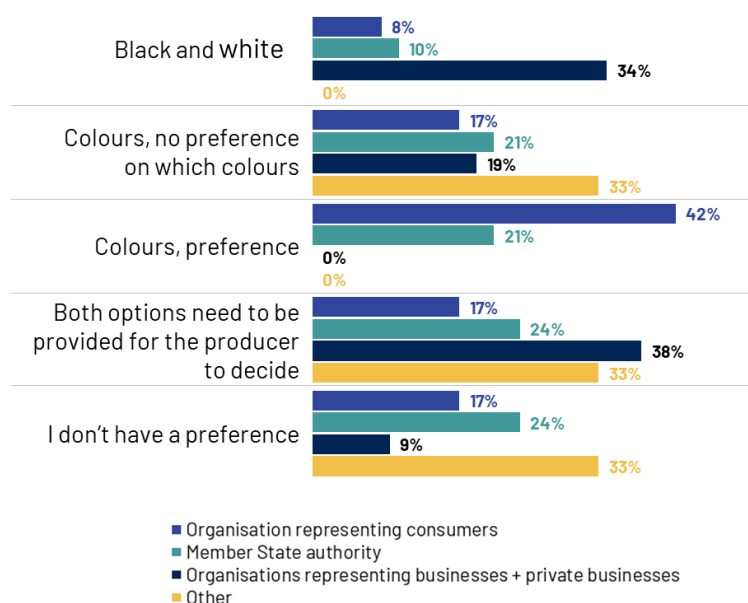
Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
Q16. Which colour tones would you prefer for this design?

Figure 55 Colour tones producers and traders – Notice 1



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
Q16. Which colour tones would you prefer for this design?

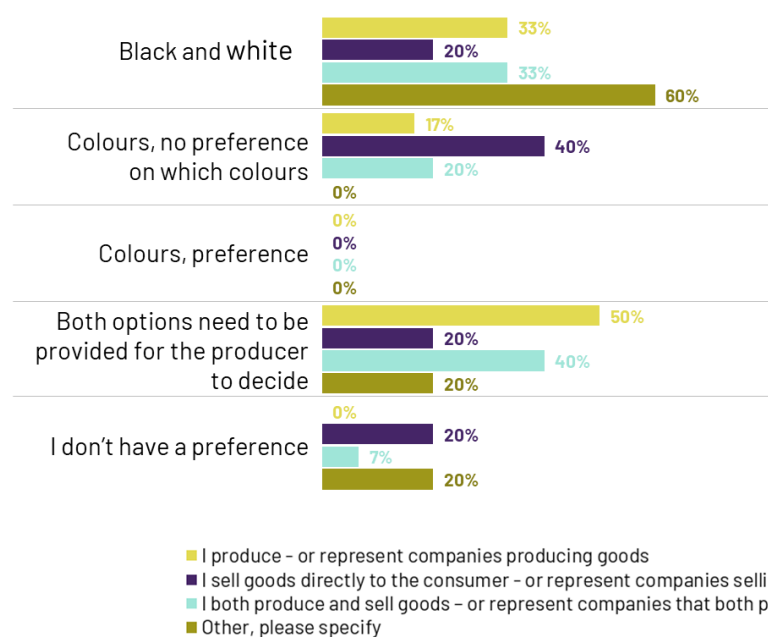
Figure 56 Colour tones – Notice 2



Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q16. Which colour tones would you prefer for this design?

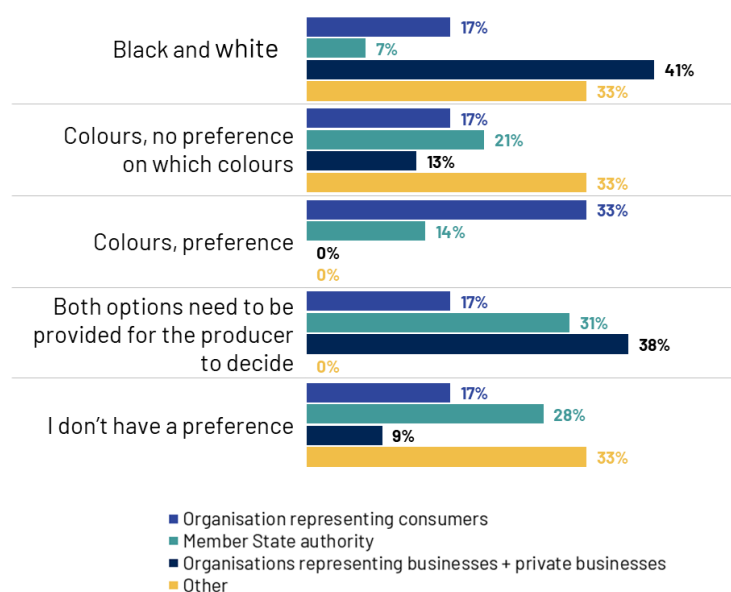
Most stakeholders suggested blue or the colours of the EU. Some stakeholders also proposed to have a black and white version.

Figure 57 Colour tones producers and traders – Notice 2



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
 Q16. Which colour tones would you prefer for this design?

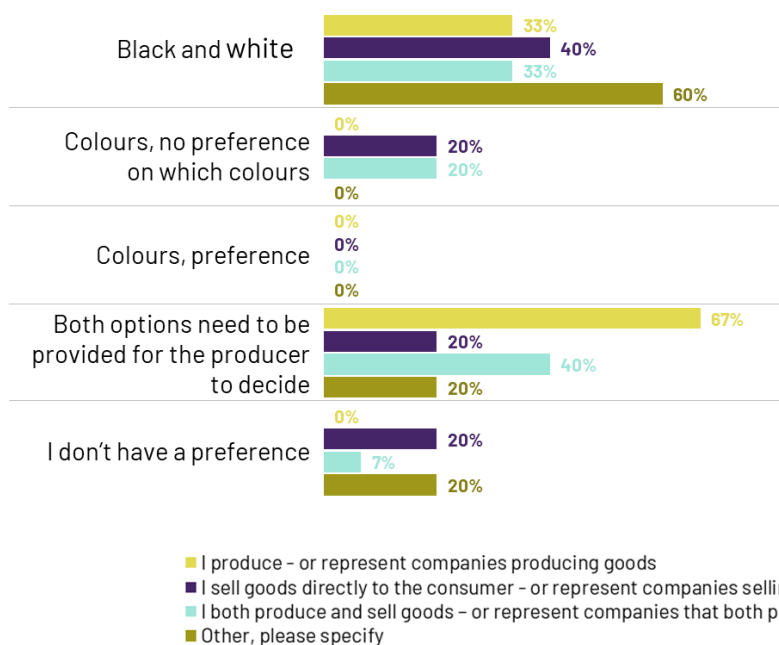
Figure 58 Colour tones – Notice 3



Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
Q16. Which colour tones would you prefer for this design?

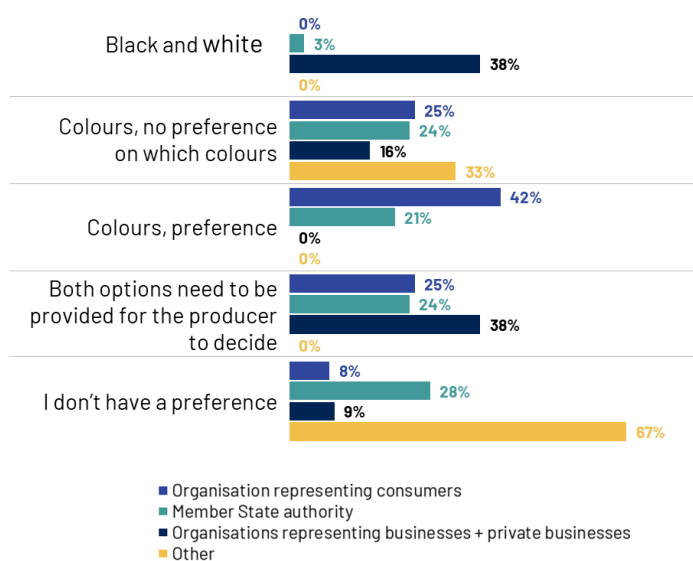
Most stakeholders suggested blue or the colours of the EU. Some stakeholders also proposed to have a black and white version or a single colour design.

Figure 59 Colour tones producers and traders – Notice 3



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
Q16. Which colour tones would you prefer for this design?

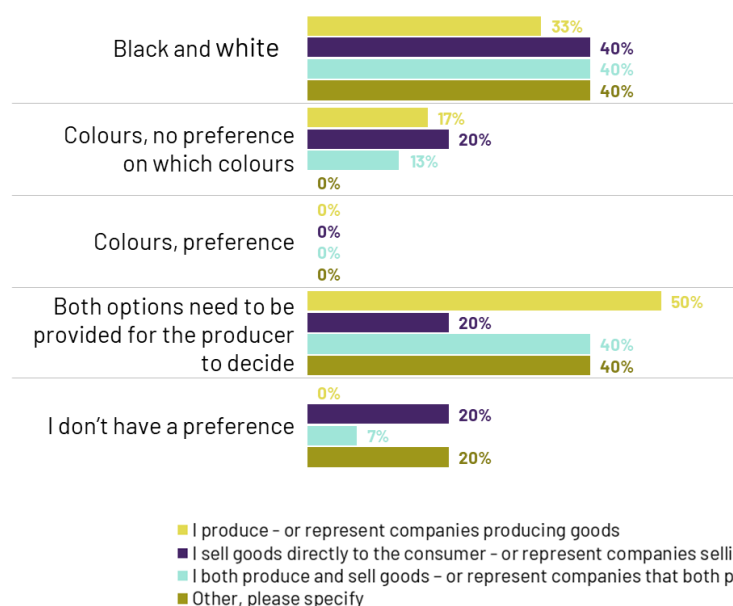
Figure 60 Colour tones – Notice 4



Most stakeholders suggested blue or the colours that were proposed in the coloured version (blue, yellow, black and white)

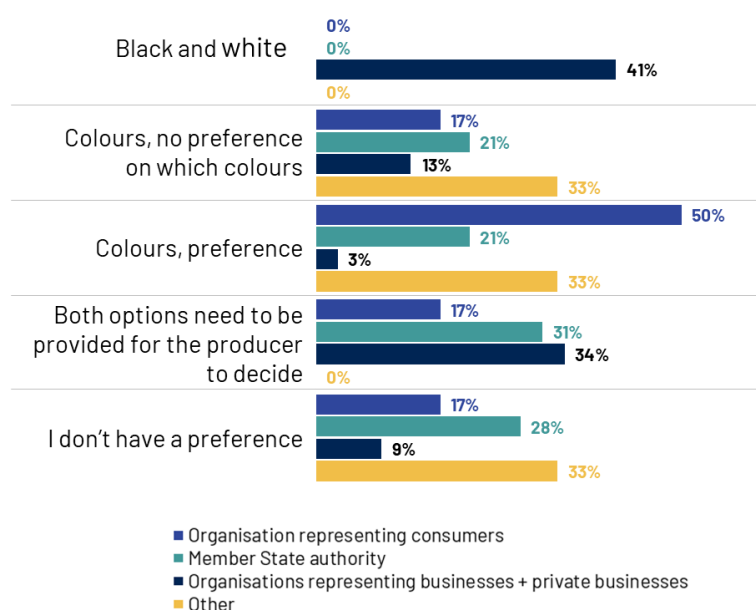
Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q16. Which colour tones would you prefer for this design?

Figure 61 Colour tones producers and traders – Notice 4



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
 Q16. Which colour tones would you prefer for this design?

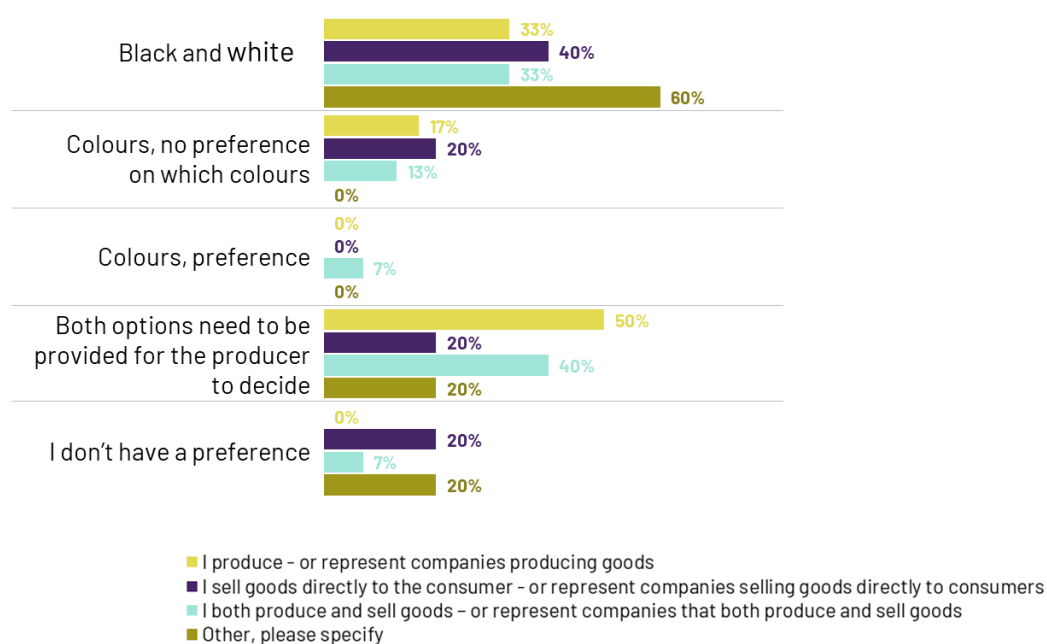
Figure 62 Colour tones – Notice 5



Most stakeholders suggested blue or the colours that were proposed in the coloured version (blue, yellow, black and white)

Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q16. Which colour tones would you prefer for this design?

Figure 63 Colour tones producers and traders – Notice 5

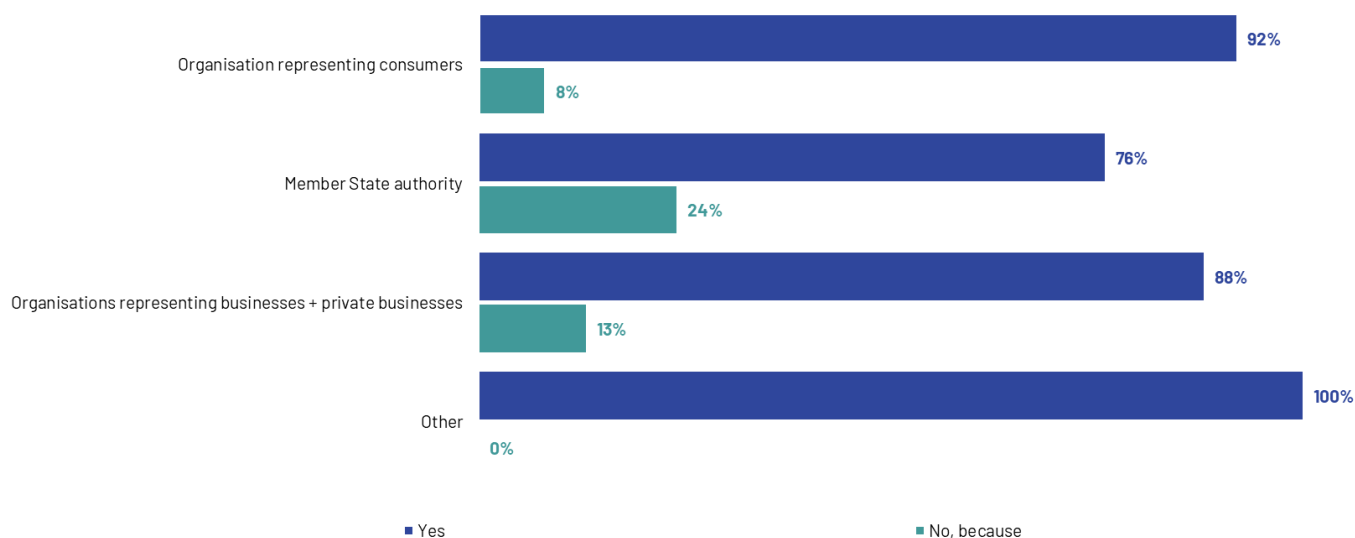


I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
 Q16. Which colour tones would you prefer for this design?

4.3.3 Preferences on content

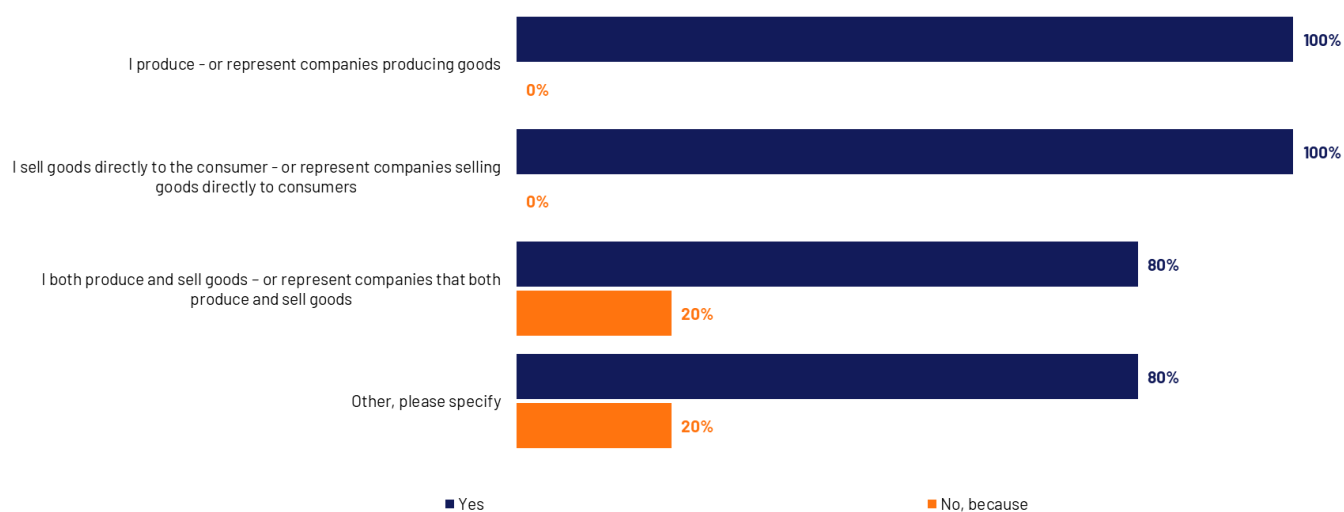
Similar to the results of the label, Member State Authorities were least in favour of adding a QR code. Looking more closely into differences between traders and producers, little differences were found.

Figure 64 Usefulness of including digital item in notice



Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
 Q14. The harmonised notice might provide the option to add a digital item, like a QR code. This digital item could lead consumers to more detailed information about the specific rules regarding the legal guarantee of conformity in their Member State (such as its exact duration). This information would be made available by the Member State. Do you think such a digital item would be useful?

Figure 65 Usefulness of including digital item in notice – differences between traders and producers



I produce - or represent companies producing goods n=6, I sell goods directly to the consumer - or represent companies selling goods directly to consumers n=5, I both produce and sell goods - or represent companies that both produce and sell goods n=15, Other, n=5
 Q14. The harmonised notice might provide the option to add a digital item, like a QR code. This digital item could lead consumers to more detailed information about the specific rules regarding the legal guarantee of conformity in their Member State (such as its exact duration). This information would be made available by the Member State. Do you think such a digital item would be useful?

Those few stakeholders that preferred not to include a digital item, mentioned the following:

- ☐ Digital item is not covered by the directive.
- ☐ Belief about consumers not scanning it, not having a reader (normal smartphone camera) and preferring to have more information available at the shop or online while shopping.
- ☐ Risk of fraud.
- ☐ Belief that the harmonised notice should already contain Member State specific information, not hidden behind a QR code.
- ☐ Need to do further research about this topic, as a QR would not be needed in an online environment, whereas at the shop this might be beneficial.
- ☐ The fact that the seller should be the one thinking of informing the consumers about Member State specific regulations.

When asking participants whether there is any **information missing**, notice 1 and 3 were considered to be the most complete.

Figure 66 Missing information in the notice design



Organisations representing consumers n=12, Member State authority n=29, Organisations representing businesses + private businesses n=32, Other n=3
Q13: In your opinion, is there any important information about the legal guarantee of conformity missing in this design?

Missing information in the notice design (Q13) – Notice 1:

- ❑ **Information about national legal guarantees:** The most frequent concern was the need to include information about national legal guarantees. Stakeholders emphasised the differences in laws across Member States and the importance of reflecting these variations in the notice. This includes variations in time limits, the burden of proof, and who is liable.
- ❑ **QR code usage:** Several respondents suggested using a QR code to provide additional details and shorten the text on the notice itself.
- ❑ **Who is responsible:** Several stakeholders requested more information regarding the burden of proof, specifically who is responsible for proving the existence of a defect and when.
- ❑ **Free of costs clarification:** Stakeholders requested further clarification on what "free of costs" entails regarding remedies for defects. They wanted to read precisely what costs are covered and any potential limitations.
- ❑ **Distinction from commercial guarantee:** The need to clearly distinguish the legal guarantee information from the commercial guarantee on the label was highlighted. This distinction is crucial to prevent consumer confusion.

- ❑ **Accessibility via QR Code:** The importance of making all information easily accessible via a QR code was emphasised, particularly for detailed explanations and national variations.

Missing information in the notice design (Q13) – Notice 2:

- ❑ **QR code and accessibility:** The most frequent suggestions were related to the QR code. Stakeholders emphasised the need for a QR code to provide additional details and link to more comprehensive information regarding legal guarantee conditions applicable in each country.
- ❑ **Information about national legal guarantees:** Many stakeholders reiterated the need for accurate and detailed information about national legal guarantees, reflecting the variations in laws across Member States. This includes addressing situations where a Member State has not set a time restriction for the legal guarantee, or where the 2-year guarantee does not exist.
- ❑ **Precise language/more details:** Several stakeholders requested more precise language and greater detail regarding the legal guarantee. Some wanted more specifics on the type of defects covered.

Missing information in the notice design (Q13) – Notice 3:

Similar to Notice 2, stakeholders noted the following missing information:

- ❑ **QR code** to provide additional details and link to comprehensive information regarding legal guarantee conditions in each country.
- ❑ **Information about national legal guarantees**, including addressing situations where a Member State has not set a time restriction or where the 2-year guarantee does not exist.
- ❑ **More detail and precise language:** Including how to exercise consumer rights and type of defects covered.

Additional missing information noted by Zentralverband des Deutschen Handwerks (ZDH) was the **requirement that the defect must exist at delivery**, or more information on what the legal guarantee covers.

Missing information in the notice design (Q13) – Notice 4:

- ❑ **National legal guarantee details:** The most frequent concern was the need for specific details about national legal guarantees, like for previous designs.
- ❑ **Missing information:** Stakeholders representing consumers noted missing information considered essential for consumers. This included:
 - ❑ Who is liable under the legal guarantee (specifically mentioning the “seller”).
 - ❑ Examples of situations covered by the guarantee.
 - ❑ Details of the guarantee (what it covers, how it works).
 - ❑ Information on the burden of proof.
 - ❑ A link to the durability guarantee
 - ❑ Mention of expected or advertised quality.
 - ❑ National differences in legal guarantees.

- ❑ **QR code information destination:** Several stakeholders requested clarification on the destination of the QR code – whether it links to national or EU information, and in which language. Some also suggested replacing the QR code with a simple instruction to "ask the seller".

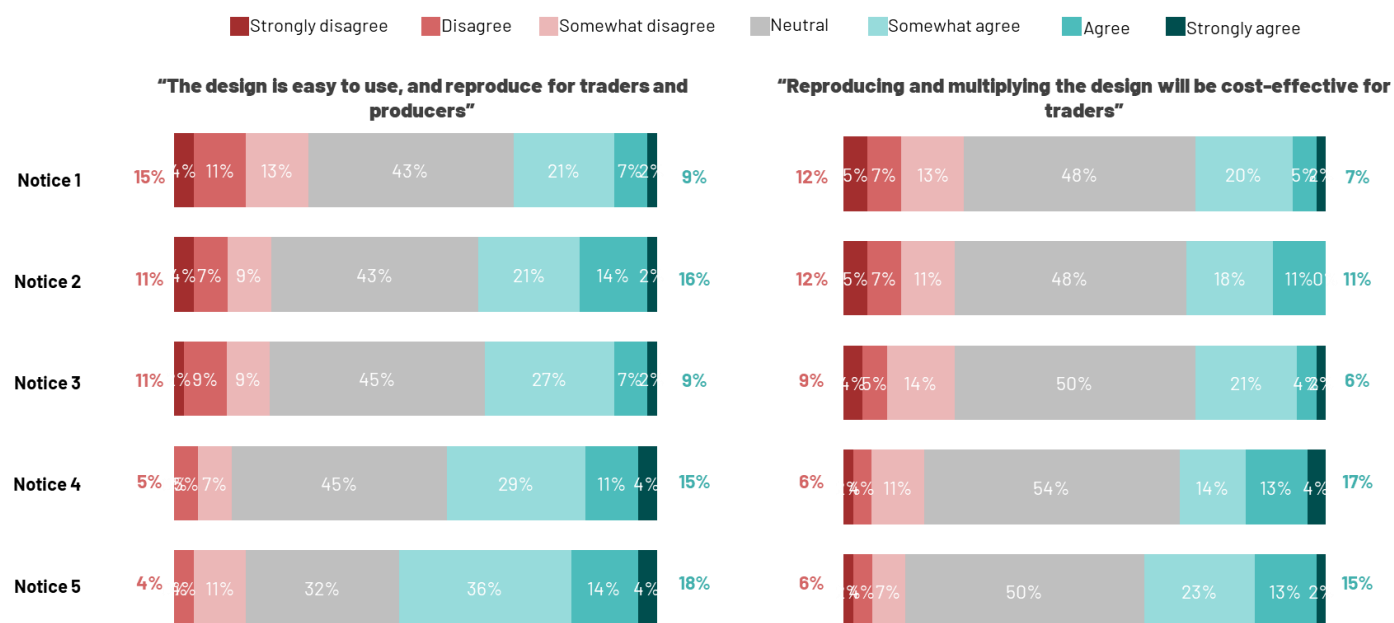
Missing information in the notice design (Q13) – Notice 5:

- ❑ **QR code:** Stakeholders consistently emphasised the need for a QR code. Some specifically mentioned including a web link within the QR code for easy access to further information.
- ❑ **Missing information:** Several stakeholders noted missing information. This included:
 - ❑ Who is liable under the legal guarantee (specifically the „seller“).
 - ❑ Details of the guarantee (what it covers, how it works).
 - ❑ A link to the commercial/durability guarantee explanation, to understand the difference.
 - ❑ Mention of expected or advertised quality.
 - ❑ The explanation of what "Conformity" means
 - ❑ Information on exclusion (like misuse).
- ❑ **Text changes and clarity:** Some stakeholders suggested specific text changes for improved clarity, such as rephrasing to "consumers have the right to ask the seller for...."
- ❑ **Contacting authorities:** Some stakeholders suggested adding information about contacting authorities (in addition to the seller) for more information.

4.3.4 Usability for producers and traders

Finally, on **the usability of the design** for producers and traders, notice 5 scored best.

Figure 67 Usability of notice design for producers and traders

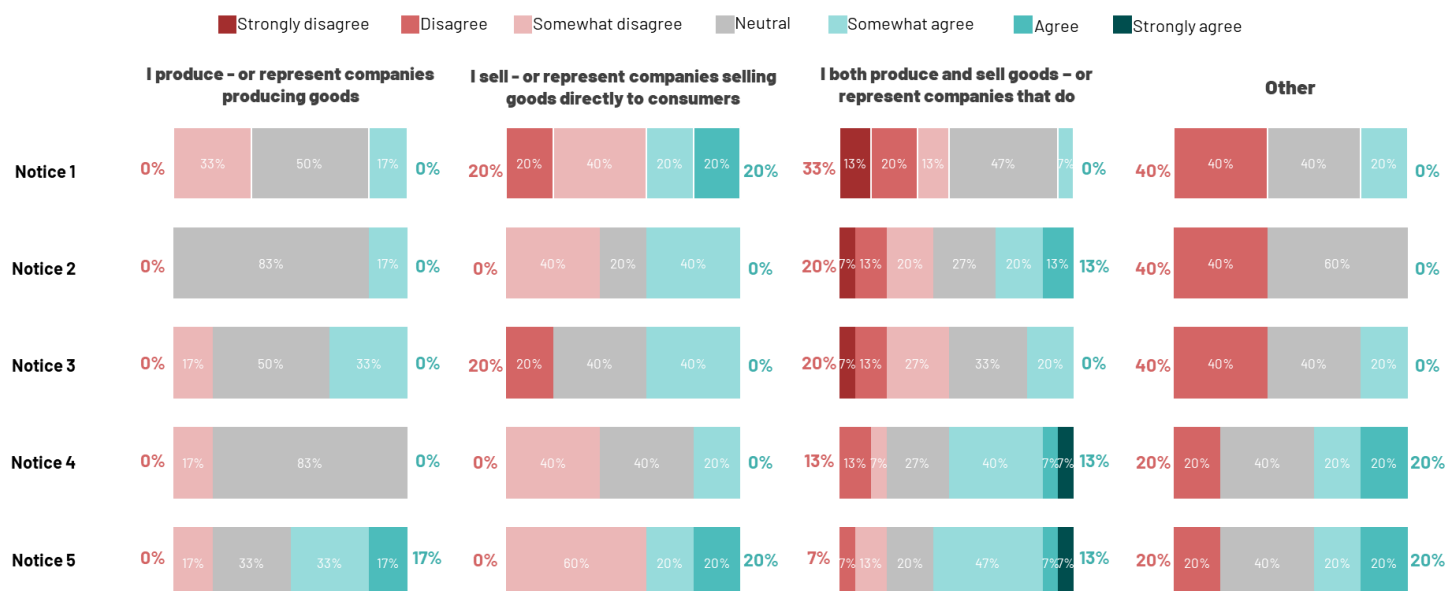


n=56

Q11. Please indicate to which extent you agree with the following statements about the usability of the design for traders (knowing that the notice will be available in language versions for all EU Member States):

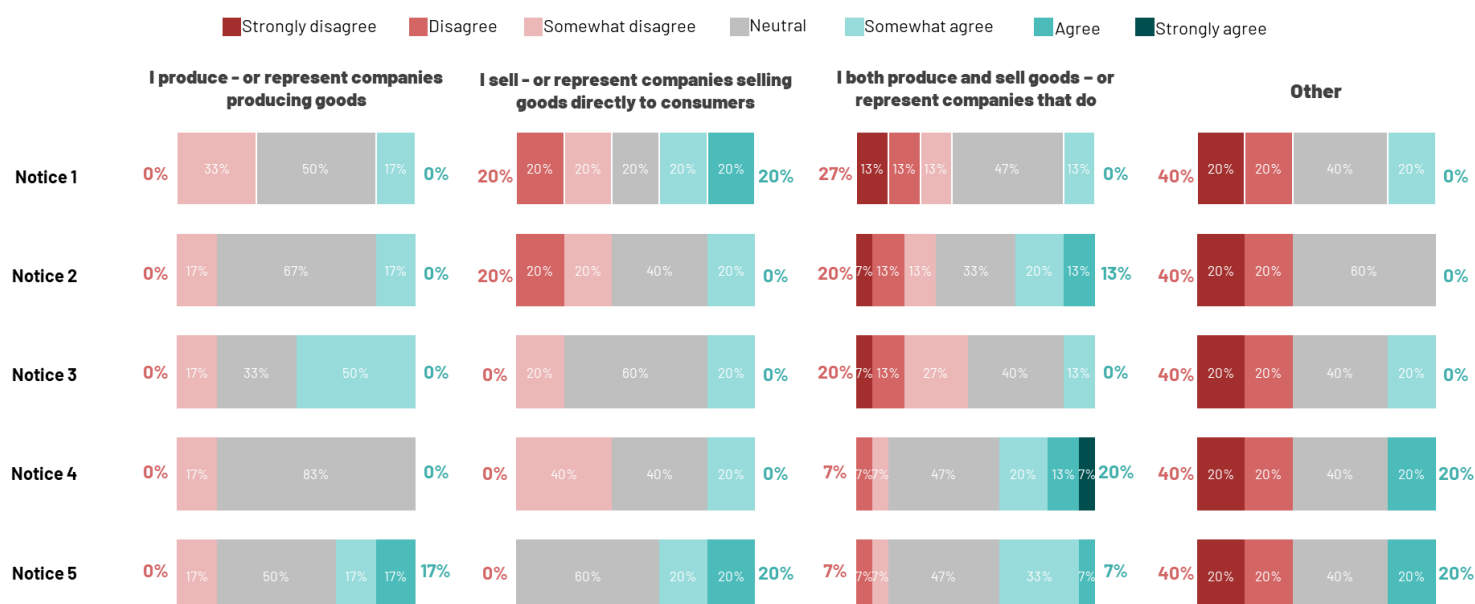
Looking more closely to differences between traders and producers, traders seemed to be a bit more optimistic about the reproducibility and cost-effectiveness of the different notice designs.

Figure 68 Usability of notice design – easy to use and reproduce differences between producers and traders



I produce – or represent companies producing goods n=6, I sell goods directly to the consumer – or represent companies selling goods directly to consumers n=5, I both produce and sell goods – or represent companies that both produce and sell goods n=15, Other, n=5
Q11. Please indicate to which extent you agree with the following statements about the usability of the design for producers and traders

Figure 69 Usability of notice design – cost-effectiveness differences between producers and traders



I produce – or represent companies producing goods n=6, I sell goods directly to the consumer – or represent companies selling goods directly to consumers n=5, I both produce and sell goods – or represent companies that both produce and sell goods n=15, Other, n=5
Q11. Please indicate to which extent you agree with the following statements about the usability of the design for producers and traders

4.3.5 Additional comments

- ❑ **QR code usage and accessibility:** Similar to the harmonised label, stakeholders raised concerns about accessibility for those without smartphones and the need for clear guidance on the QR code's purpose and content. Alternative to QR code a website link was suggested.
- ❑ **National variations in legal guarantees:** Stakeholders consistently emphasised the need to acknowledge and address the differences in how the Directive is transposed across Member States. Providing generic information that does not apply in all circumstances could cause confusion. Some suggested allowing Member States to adapt the legal guarantee duration or providing nationally specific information in the label itself, and via the QR code as well.
- ❑ **Information overload and complexity:** Several stakeholders found some designs too text-heavy, complex, or legal, potentially overwhelming consumers. They recommended simplifying the language, reducing the amount of text, and using more visuals like pictograms.
- ❑ **Clarity on seller's responsibility:** Some stakeholders stressed the need to clearly state the seller's responsibility for the legal guarantee.
- ❑ **Cost of implementation:** Concerns were expressed about the cost of implementing the harmonised notice, including printing costs, the need for informational campaigns, and the development of digital interfaces to display information.
- ❑ The importance to focus on the duration of the protection regimes and distinguishability e.g. "the seller's legal guarantee of 2 years is always valid independently of a producer's durability guarantee"

5 Results consumer workshops (Subtask 1.3)

5.1 Development of the consumer workshops discussion guide

The discussion guide is shared in Annex B.4 – Discussion guide for consumer workshops and aimed to **evaluate** the initial set of six designs of the harmonised label and five designs of the harmonised notice with consumers on **the following elements**:

- Whether the label and notice impact consumers' awareness of their rights.
- Whether the label and notice increase consumer's recognition, understanding, trust and recall.
- Whether the label incentivises consumers to choose the product with the label.
- Whether the label and notice are equally effective online vs. offline.
- Whether the effectiveness of the label and notice is hampered by other information.
- Whether the label and notice are understandable for all consumers, including vulnerable groups.

The discussion guide is structured in **three main parts**:

1. An ice-breaker, discussing labels and information consumers say they look at when shopping for durable goods.
2. A first deep-dive session gathering feedback on the harmonised label designs.
3. A second deep-dive session gathering feedback on the harmonised notice designs.

The designs are discussed one by one. Participants first get the chance to describe how they interpret the design. Secondly, the moderator shares some background information about the design to give participants insights in why the design was drafted in a certain way. Finally, participants get to evaluate the designs by talking about the strengths and weaknesses of each design. At the end of the workshop, each participant get to select a winning pair of the harmonised label and harmonised notice.

Note that in some workshops, the moderators started with discussing the harmonised label designs and afterwards the harmonised notice designs, while in other workshops the harmonised notice designs were discussed first, followed by the harmonised label designs. This approach was requested by DG JUST and helped to avoid order effects.

After sign-off, the guide was translated into the national languages of the countries covered in the study (German, Spain and Poland).

5.2 Composition of the consumer workshops

There are four workshops organised in each one of the three countries, leading to a total of twelve workshops.

Following the **recruitment guidelines and quotas** that were discussed with DG JUST and reported in the inception report, the consumer workshops were representative in terms of gender, age, education level and disabilities:

- **Age:** Respondents of all ages are included, with one online workshop in each country focusing on young adults aged 16-34 years old. In the other three online workshops participants of all ages between 35-65 years or older are included. A particular effort was made to include one or two participants over 65 years old within each workshop.
- **Education level:** We aimed for a balanced combination of ISCED education levels, with one online workshop in each country including participants with a lower education level

and one workshop including participants with a higher education level. Participants with a lower education level are defined as individuals who have completed secondary education, but have not completed any form of post-secondary education. Participants with a higher level of education are defined as individuals who have completed post-secondary education, such as vocational training, associate degrees or bachelor's degrees.

- **People with visual impairments:** The face to face workshop in each country will solely include respondents with visual impairments. Employing an accessible UX research approach is important as this group may experience particular challenges when it comes to reading and interpreting labels. Engaging them in person will provide deep insights into their unique challenges, thoughts, behaviours and accessibility needs regarding the harmonised label and notice.

Following these recruitment guidelines, the following four types of workshops, each focusing on a specific target group, were organised in each one of the three countries:

- **Online Workshop 1 (75 mins):** 7-8 participants, adults 35-65 years or older, with a *higher level of education*
- **Online Workshop 2 (75 mins):** 7-8 participants, adults 35-65 years or older, with a *lower level of education*
- **Online Workshop 3 (75 mins):** 7-8 participants, *young adults* 16-34 years old, including at least 1 participant falling into our definition of “children” (16-18 years old).
- **Face-to-face (F2F) workshop (2 hours):** 7-8 participants, adults 25-65 years or older, with *visual disabilities* such as low-vision, colour blindness, and other visual impairments.

In addition to the above three criteria of age, education and disabilities, we also aimed for a balanced recruitment in terms of gender.

The composition of each workshop is detailed in Table 1 below.

Table 28 Composition of the consumer workshops

Country	Spain				Poland				Germany				Tot.
	Ws online 1	Ws online 2	Ws online 3	WS F2F	Ws online 1	Ws online 2	Ws online 3	WS F2F	Ws online 1	Ws online 2	Ws online 3	WS F2F	
Total	8	7	8	8	7	7	7	7	8	8	8	8	91
Gender													
Male	4	4	4	4	3	4	4	3	4	4	4	4	46
Female	4	3	4	4	4	3	3	4	4	4	4	4	45
Age													
16-17	0	0	2	0	0	0	2	0	0	0	2	0	6
18-34	0	0	6	2	0	0	5	1	0	0	6	2	22
35-54	5	6	0	4	3	2	0	2	3	4	0	4	33
55-64	1	1	0	2	3	4	0	3	3	3	0	1	21
65+	2	0	0	0	1	1	0	1	2	1	0	1	9
Education													

Higher education level	8	0	1	3	7	0	3	4	8	0	3	3	40
Lower education level	0	7	7	5	0	7	4	3	0	8	5	5	51

5.3 Fieldwork

All workshops were implemented between the 7th of October and the 16th of October 2024, as detailed below, and took about 75 minutes for the online workshops and about two hours for the face-to-face workshops.

Table 29 Fieldwork dates

Workshop	Date
Spain online workshop 1 Pilot	Tuesday 7th of October
Spain online workshop 2	Wednesday 9th of October
Spain online workshop 3	Thursday 10th of October
Spain F2F workshop	Monday 14th of October
Germany online workshop 1	Monday 14th of October
Germany online workshop 2	Wednesday 16th of October
Germany online workshop 3	Wednesday 16th of October
Germany F2F workshop	Wednesday 16th of October
Poland online workshop 1	Friday 11th of October
Poland online workshop 2	Friday 11th of October
Poland online workshop 3	Friday 11th of October
Poland F2F workshop	Monday 14th October

DG JUST and EISMEA were offered the opportunity to observe the online consumer workshops after signing an observation declaration. With participants' permission, all workshops were audio and video recorded for analysis purposes only.

All the consumer workshops were moderated by experienced qualitative and UX researchers from Ipsos' local networks, with a specific expertise and training on accessibility. All moderators were mother tongue speakers. Prior to the fieldwork, the moderators from the participating countries attended a **moderator briefing**, given by the Ipsos project team. Moderators were provided with detailed information about the background and objectives of the study before being taken through all sections of the discussion guide and all the designs in detail.

During the fieldwork period **the fieldwork coordinator checked in with the moderator after completion of each focus group to collect first feedback**, including feedback that could have been of relevance to moderators of focus groups that still needed to take place.

5.4 Our approach to the analysis

The purpose of qualitative research, and thus the objective of qualitative data analysis, is not to measure the number of particular views or experiences, but to **reveal the depth and diversity of views and experiences of the topic in question**. It should reveal **patterns, similarities and differences**, while also retaining the unique character and context of individual experiences. We used a **systematic thematic approach**¹²³ to analyse qualitative data, intended to produce findings

¹²³ For more details, see Ritchie, Lewis, McNaughton-Nicholls and Ormston (eds) (2013). *Qualitative Research Practice: A Guide for Social Science*. Sage. This source describes how to approach qualitative analysis in an applied policy research setting in a way that is clear, robust and defensible.

that are both clearly grounded in participants' accounts, and transparent and methodologically robust. **Our analysis of the workshop data involved two main stages: (a) a moderator analysis and (b) an aggregate (cross-country) analysis by the core Ipsos research team.**

Moderator analysis – On completion of the main fieldwork the moderators listened back to the recording from the workshops they moderated to produce a detailed analytical summary of it using a **structured framework** (on a Miro board) **developed by the core Ipsos research team**. The Miro board was designed to:

- Systematically analyse findings per label and per notice, in order to obtain detailed views for each harmonised label and notice separately.
- Systematically analyse differences in views according to age, education level and visual impairments to reveal possible differences in how different consumers evaluate the harmonised label and notice.
- Capture relevant recommendations to further improve the designs of the harmonised label and notice for the next stage of the project.
- Provide an overview of the ice-breaker activity in which respondents shared their individual experiences with labels when shopping for durable goods.
- Provide an overview of the best rated designs for the harmonised label and harmonised notice.

Ultimately, use of the Miro board ensured that all analytical conclusions are fully supported by the underlying data, and that there is **consistency of approach across the countries**, which allowed the core research team (in the next analysis step) to systematically analyse how findings compare and contrast among the three countries included in this study.

Core research team analysis – Upon receiving all analytical input from the countries, the core Ipsos research team **compared and contrasted the reported findings for all countries together, and for the different age, education and visual impairment groups**, to identify and flesh out the key topics (and sub-topics) and patterns (differences/similarities). These findings are reported in the following section.

A couple of **limitations for the interpretation of the findings** from this study need to be pointed out. Firstly, due to the qualitative research methodology adopted for this study, findings cannot be extrapolated beyond the specific research participants and beyond the specific setting and dynamics of the respective workshop discussion.

Secondly, the interpretative nature of qualitative research and data analysis is inextricably linked with a level of subjectivity. Instead of quantifying results by counting topics and using an intercoder reliability rate as a standardised measure of reliability, qualitative data analysis commonly adopts quality criteria that focus on thorough data collection and analysis, clearly described research processes, and detailed description of findings to demonstrate its reliability (e.g., Bryman, 2016).

¹²⁴

The **reliability of findings for this study are ensured by (a)** the use of a uniform framework Miro board for analysis (as discussed above), **(b)** the combination of perspectives from different researchers (both researchers from the local country teams, as well as researchers from the core research team) to counter, to the extent possible, subjectivity in interpretation, and **(c)** a detailed description of findings.

¹²⁴ Bryman.A., 2016 Social Research Methods, Oxford University Press.

5.5 Consumer workshop findings

5.5.1 Ice-breaker: Experience with labels and guarantees

The workshops started with an ice-breaker in which participants were asked about their experiences with labels and guarantees when shopping for durable goods. Below an overview of the responses per country:

- **Spain:** Participants generally reported that guarantee information was included in their list of considerations during the purchasing process, albeit not in the initial stages of their decision-making journey. In some instances, participants expected the guarantee to be automatically included on the receipt or detailed in an accompanying leaflet.
- **Germany:** When purchasing durable goods, participants typically consider energy labels and sustainability certifications often without referring to them by specific names. Quality assurance labels, such as those from TÜV (providing product inspection and product certification) or Stiftung Warentest (prominent German consumer organization) were also frequently mentioned. Notably, safety certifications, CE markings, and "Made in EU" labels were less commonly cited. Participants also referenced labels for organic food and animal welfare in this context, suggesting these are more prevalent in their daily lives. The influence of labels on purchasing decisions, when compared to price considerations varies depending on the product and the individual's prioritization of sustainability and organic lifestyle choices.
- **Poland:** Among the product information sought by respondents, selection criteria dominated, primarily focusing on price, brand, product type, and specifications. Guarantee conditions were infrequently mentioned as key information. Most respondents were aware of their typical entitlement to a two-year guarantee. Guarantee information and conditions were usually found inside the product packaging or provided as a separate document upon purchase. When guarantee conditions were prominently advertised by retailers, it often pertained to a paid extension of the basic guarantee. For example, while regulations might guarantee a two-year guarantee, an additional three-year guarantee could be purchased for an extra fee.

Overall, the consumer attitudes and behaviors regarding product guarantees and labels show both similarities and differences across Spain, Germany, and Poland. In all three countries, guarantees are generally considered during the purchasing process, but they are not typically a primary factor in the initial decision-making stages. Spanish and Polish consumers tend to expect basic guarantee information to be readily available, either on the receipt, in a leaflet, or within the product packaging.

There is a notable difference in the emphasis placed on various types of product information. In Germany, consumers appear to be more attuned to a wider range of labels, including those related to energy efficiency, sustainability, and quality assurance. German consumers also consider organic and animal welfare labels, indicating a heightened awareness of ethical consumption. The impact of these labels on purchasing decisions varies based on individual priorities and the specific product. In contrast, Polish consumers seem to focus more on traditional selection criteria such as price, brand, product type, and specifications. They demonstrate a general awareness of standard guarantee terms but do not typically seek out this information as a key factor in their purchasing decisions. Across all three countries, there is an understanding that extended guarantees or special guarantee conditions often come at an additional cost. This suggests a common commercial practice of offering guarantee extensions as a separate, paid service.

Therefore, while guarantees are acknowledged as important across all three countries, their prominence in the consumer decision-making process varies. German consumers appear to consider a broader range of product labels and certifications, while Spanish and Polish consumers tend to focus more on basic product information and standard guarantee expectations. These differences likely reflect varying market regulations, consumer education levels, and cultural attitudes towards product quality and sustainability across these European countries.

5.5.2 Main differences among consumer groups

While the analysis was carried out for each label and notice, to highlight the positive aspects and those aspects that need improvement for the next phase, there were some recurrent themes that we found to be common to specific consumer groups, and that can be applied to all designs.

- **Age:** Younger generations emphasised the importance of short text that would encourage reading, whereas older generations emphasised the importance of clarity by making relevant information stand out through font size or use of bold. Younger generations recommended the presence of a QR code for both label and notice more often than older generations (yet also older participants were generally in favour), as an invitation to read more details and to stay informed, either out of curiosity or when really needed. Younger participants seemed to be more sensitive and critical of icons (suggesting text to replace an icon, or criticising the clarity and meaning of the shapes (stamp considered old-fashioned)).
- **Education:** Education level had an impact on the interpretation of specific icons (the seal of Notice 3 being more easily associated to existing distinctive symbols) and on the understanding of the latin word “anni”. Participants with lower education appreciated to have specific information on the notice. This information included, besides the „legal guarantee“ title, the remedies, and the minimum years, appreciated by all: the information on who is the person to contact (seller) and how to claim, as in Notice 1.
- **Visual impairments:** People with visual impairments emphasised the importance of a design that is structured and separated in different areas, the presence of icons, bold keywords, and bullet points. Also, this group criticised long texts. Recommendations to improve readability included: increasing font size, colour contrast, and potentially replacing text with QR codes for easier access of information (provided that the landing page is accessible: facilitating usage of screen readers to read text out-loud, interpret web content and describe icons). Especially, for notices to be printed in shops, people with visual impairment tended to suggest printing using tactile features or brail elements.
- **Country:** Participants’ nationality had an impact on how specific shapes were associated to existing cultural elements. While none of the designs seemed to clearly interfere with other existing logos or labels, some icons reminded of specific cultural symbols. For example, in Poland, the design of Label 3 was mentioned to resemble a national cotillon pin. Also, the perception of elements reminding of the EU varied, with Spain being the most vocal about the need for presenting the EU logo.

In the next sections, the results are listed per label and per notice. For each label and notice, respondents’ answers are structured following the questions of the discussion guide to ensure a systematic approach.

5.5.3 Label 1

Positive elements

Label 1 seemed an easy and familiar design to comprehend at first (to some, reminding of the energy label). The guarantee duration was easy to grasp for consumers. When taking a more in-depth look, there were, however, too many elements that, although making sense as stand-alone items, did not add up when considered all together: the icon of the factory reminded consumers to the producer, “GARANT” reminded them of the word “guarantee”, and the shield reminded of the idea of protection. Yet, when taken all together, it created a confusion as of how to interpret the top banner.

The presence of a QR code, trademark, and product name confirmed to consumers that the guarantee applies to a specific good, and reassured consumers what the item referred to.

The structure is clear, and the division on 3 parts helps trying to make sense of each one of them individually, although not all of them have the same level of clarity.



Elements to improve

Participants across all workshops emphasised the need for a clear and straightforward label. This suggests a streamlined design with minimal text and intuitive icons to facilitate better understanding.

- "GARANT": Consumers suggested to replace this term with a more universally understood term such as 'Guarantee'. This feedback was consistent across all demographics.
- Factory and Shield Icon: It was proposed to keep only one icon to ensure there is a clear difference between the producer's guarantee and the legal guarantee. Consumers suggested the shield icon is redundant with the idea of having a guarantee, whereas the factory icon was perceived as more informative.
- Participants preferred to see trademark and product name close together, instead of at two extremes, as they refer to the same product.
- Translations for years: Consumers preferred a simplified version by using English for universal terms like 'years', as multiple translations were seen as cluttered.
- "Together with GARANT (EU Flag)": this part was misinterpreted and consumers did not understand why they see the word GARANT twice. Some thought there was a guarantee coming from the EU in addition to this producer's guarantee, and would like to understand the difference between the two guarantees.
- The link icon next to "together with" was too small to be well legible.
- Small text translations at the bottom were problematic for people with visual impairments. Consumers were wondering about the final size of this icon, and what it would look like in big vs small packages.

Meeting objectives

- **Increase awareness of guarantee rights:** Consumers indicated that while the label concept was appreciated, the specific elements such as the word 'Garant' and the number of icons to be interpreted may not effectively communicate consumers' rights.
- **Increase recognition, understanding, trust and recall:** The use of a unified word was generally seen as a positive step towards enhancing recognition and recall. However, mixed feedback on terms and icons suggests that understanding and trust could be further optimized by selecting a different combination of elements.
- **Incentivisation to choose product with label:** Consumers noted that the label's association with the EU and the duration of the guarantee were influential in decision-making.

- **Effectiveness online and offline:** The label was perceived as equally effective on-line or in-store.
- **Effectiveness hampered by other information:** Consumers suggested that the label's effectiveness could be hampered by its complexity and the presence of too much information. Simplification could mitigate this issue.
- **Understandability vulnerable consumers:** Although the structure-split in three parts was positively perceived, the label's small font size and cluttered design were noted as barriers for consumers with visual impairments. Enhancing accessibility features, such as larger fonts and high-contrast colors, would improve understandability for all groups.
- **Confusion with other labels:** This label did not seem to interfere with other existing labels.

5.5.4 Label 2

Positive elements

Label 2 conveys clearly the number of years related to the guarantee. The presence of a title was perceived as positive by consumers, although there were mixed feelings about “Guaranteed product durability”.

The presence of the EU flag was seen as positive and conveying credibility.



Elements to improve

Participants across all three countries expressed concerns about the complexity and clarity of the proposed label design. Common themes included the need for simplification and better visual appeal. The design was often compared to instructional leaflets, which are typically not engaging or easy to read.

- The title “Guaranteed Product Durability” was not associated with a guarantee offered by the manufacturer. Reading “guaranteed” instead of “guarantee” required an extra effort to interpret/translate and understand the meaning.
- The hammer icon is open for misinterpretation and was associated by consumers with damage rather than durability.
- Consumers preferred to have “years” stated in a more visible way
- The reference to the existence of a legal guarantee was clear, but the concept of “not interfering” was hard to grasp by consumers (lower education, especially).
- The wall of translated text discouraged consumers from looking at the whole label and made it overall not appealing.

Meeting objectives

- **Increase awareness of guarantee rights:** The participants indicated that the heavy textual content and confusing iconography hindered understanding of their rights.
- **Increase recognition, understanding, trust and recall:** The current design falls short in increasing recognition, understanding, trust, and recall. Participants struggled with the complex design, reducing the likelihood of these objectives being met.
- **Incentivisation to choose product with label:** The label design does not significantly incentivize consumers to choose products bearing the label. The design's lack of clarity and appeal does not effectively communicate the benefits of choosing labeled products.
- **Effectiveness online and offline:** The label was found to be equally ineffective both online and offline, due to the issues with readability and design complexity.
- **Effectiveness hampered by other information:** The effectiveness of the label is indeed hampered by other information. The label's design is overshadowed by its complexity and volume of text, making it less impactful.

- **Understandability vulnerable consumers:** The design was not understandable for all consumers, particularly vulnerable groups. Participants with visual impairments had significant difficulties, indicating a need for improved accessibility features.
- **Confusion with other labels:** This label was associated to the idea of having an unfriendly instructional leaflet.

5.5.5 Label 3

Positive elements

Participants generally appreciated the visual design elements like the medal, EU logo, and the clear number indicating years of guarantee. However, there was a consistent concern about the amount of text, which was perceived as overwhelming and which evoked a negative connotation of suspicion.



Elements to improve

- The title “Product guarantee” seemed to not add any extra information, as participants knew this label would be found on a product. On the contrary, having a trademark and product name would make the guarantee more specific to an item. The title was not associated necessarily to a guarantee emitted by the producer.
- The overall shape of the seal, seemed to have a positive connotation of officiality and reward, but sometimes created confusion regarding its meaning (“a reward from the EU”, “A prize won by the product”)
- The calendar icon was clear to some, but to others the reference to its meaning was uncertain. Also, the “365” was problematic to read for people with visual impairments. Consumers were suggesting to use “years” in English.
- The visual reference to the EU flag was appreciated for its officiality, but some consumers in Spain did not consider this to be an official EU symbol and preferred to have the rectangular flag/shape as they felt that other shapes are a bit of a reinterpretation of the EU symbol.
- The sentence “you ALSO benefit from..” was sometimes interpreted as if this was the EU legal guarantee and implied there was another guarantee that consumers did not know about.
- A QR code, as seen in other examples, was preferred.

Meeting objectives

- **Increase awareness of guarantee rights:** The label design, particularly with elements like the EU flag and the guarantee number, does contribute to raising awareness about consumer rights. However, the overwhelming amount of text can detract from this goal, as some participants were discouraged to read it.
- **Increase recognition, understanding, trust and recall:** While the visual elements such as the overall seal-like symbol and the reference to the EU flag were recognised and trusted by consumers, the text-heavy design and unclear icons (like the calendar) may hinder full understanding and recall. Simplifying the text and using more intuitive symbols could improve these aspects.
- **Incentivisation to choose product with label:** Participants reported that the design elements associated with trust, like the EU flag and overall shape, as well as the clear number of years, would incentivize them to choose labeled products. In particular, the seal-icon was associated with the idea of a reward.

- **Effectiveness online and offline:** Participants considered that, given the design's reliance on visual elements, it is likely adaptable to both environments.
- **Effectiveness hampered by other information:** The label's effectiveness can be hampered by the presence of too much text and related translation.
- **Understandability vulnerable consumers:** The label struggles with understandability, especially for vulnerable groups. Issues with small font sizes and the complex text structure need addressing to ensure inclusivity.
- **Confusion with other labels:** In Poland, the design was sometimes associated with a cotillion, a traditional pin, which may have confused participants about the label's intent, associated with a product receiving a prize, more than indicating a guarantee.

5.5.6 Label 4

Positive elements

Overall, this label seems to be one of the easiest to interpret for consumers. The title “Producer guarantee” is clear, and the number of years well visible. The amount of text that is in the translation below does not seem to hamper the willingness to read and the attractiveness of the label. In countries like Spain and Poland, consumers noted that the translations are not even needed, because of its similarity with the local language.



Elements to improve

- “anni” was not immediately understood, and participants preferred “years” in English.
- The letter 'G' was not immediately understood when the label was tested ahead of the notice, and having a letter instead of an icon or symbol was considered strange. Some participants in Germany suggested to have the shield icon instead of the G.
- The '+' symbol was frequently mentioned as unclear, as participants did not know how to interpret it (and in Poland, it was unclear because of its association with governmental programs).
- Participants highlighted issues with color contrast of the outer yellow line with a white background.

Meeting objectives

- **Increase awareness of guarantee rights:** The participants indicated that while the label design was visually striking, the effectiveness in raising awareness about consumer rights was limited due to unclear symbols related to the legal guarantee.
- **Increase recognition, understanding, trust and recall:** The design was recognized and remembered due to its unique coloring and layout. Out of all designs, it was the one with the clearest association to the legal guarantee (because of the layout, as the “G” symbol was creating confusion more than adding information).
- **Incentivisation to choose product with label:** The label's emphasis on Producer guarantee was positively received, potentially influencing purchase decisions.
- **Effectiveness online and offline:** The design's simplicity suggests potential for effectiveness in both online and offline settings.
- **Effectiveness hampered by other information:** Participants noted that other information and labels on a product could overshadow this design.
- **Understandability vulnerable consumers:** Concerns were raised about accessibility for visually impaired individuals, particularly regarding color contrast of the yellow parts. As for previous designs, the font size of the translated text can be problematic to some.

- **Confusion with other labels:** In Poland, the “+” symbol is used as part of the name of some government social programs. This creates a risk of misunderstanding the role of this symbol on such label.

5.5.7 Label 5

Positive elements

The positive aspects of this label for consumers were its simplicity, the visual contrast for people with visual impairments, and the easiness of remembering it. Yet, the common theme across workshops was a strong rejection towards it. Participants found it ambiguous, lacking a clear reference to guarantees. In Poland and Germany, the label was unanimously rejected, while some in Spain noted it was simple to remember, yet still failed in clarity.



Elements to improve

In general this label was mostly related with water resistance or fragile packaging, and its meaning was not associated to a guarantee.

- The umbrella was misleading, and participants suggested to change the icon. They also preferred a clear title to indicate a “Producer guarantee”
- Participants also suggested to include an EU symbol, suggesting the need for a unified European identity in the design of the label as well.
- Consumers had challenges explaining what needed to be improved, as the overall design was not clear to them.

Meeting objectives

- **Increase awareness of guarantee rights:** The design did not positively impact consumers' awareness of their rights. All workshops indicated a general lack of clarity and understanding of the label, which limits its ability to raise awareness.
- **Increase recognition, understanding, trust and recall:** All workshops revealed that the current design fails to increase recognition, understanding, and trust. The label was often seen as ambiguous and not conveying the intended message. For some consumers, the simplicity of the design made it easy to recall.
- **Incentivisation to choose product with label:** The label did not incentivize consumers to choose the product. Participants indicated that the label did not stand out or provide any meaningful information that would influence their purchasing decisions.
- **Effectiveness online and offline:** the overall feedback suggests that the design's lack of clarity would impact its effectiveness in both environments.
- **Effectiveness hampered by other information:** The label's effectiveness is indeed hampered by other information. Participants often found the label confusing and not easily distinguishable from other product information, reducing its effectiveness.
- **Understandability vulnerable consumers:** The design was not understandable for all consumers, including vulnerable groups. Despite being visually bright, the lack of clear information and context made it difficult for participants, notably those with visual impairments, to understand the label's purpose.
- **Confusion with other labels:** In Spain, this design reminded consumers of a supermarket logo.

5.5.8 Label 6

Positive elements

There were many positive elements to this design, including the clear number of years, the “years” clearly spelled and in English, and the presence of the QR, trademark, and product name. The design structure clearly showing two different parts increased its readability for consumers and their understanding that the label refers to two different elements. The check mark was positively perceived because of its connotation to something certified.



Elements to improve

Overall, participants found that there were some elements that could have been taken out from the design:

- The stamp icon was not adding anything extra in respect to the check mark, and was considered somewhat old-fashioned by younger consumers.
- The translations of “years” was mostly considered superfluous by respondents.

Other improvements suggested were:

- Participants generally appreciated the use of color to enhance visibility and appeal of other labels, with the color blue associated with trust and security, particularly in Germany and Poland. This label did not seem to be coloured enough in comparison to other labels consumers thought of.
- The stars on the background were not perceived as clear enough to make a connection with the EU: there was a consistent emphasis on the inclusion of the EU flag to enhance credibility and reassurance across all workshops.
- A clear reference to a guarantee emitted by the producer was missing.
- “in addition to the legal guarantee” is not prominent enough, and its meaning was confused by consumers as if the “addition” is in fact an “extension”.

Meeting objectives

- **Increase awareness of guarantee rights:** While the inclusion of EU symbols and clear language increased awareness, some participants noted that the text could be more explicit in outlining rights (10 years in addition to 2 legal years), suggesting room for improvement in this area.
- **Increase recognition, understanding, trust and recall:** Largely met, although the design's simplicity and absence of a blue colour (associated with the EU and eliciting trust), were negatively received. Further emphasis on EU symbols could enhance recognition and trust.
- **Incentivisation to choose product with label:** Participants appreciated the label's informative and clear nature, but some suggested that additional language could further incentivize choices (making explicit that it's a producer guarantee).
- **Effectiveness online and offline:** While the label was generally considered effective offline, possible online visibility issues were noted, due to color contrast on digital screens (and depending on the background color).
- **Effectiveness hampered by other information:** Some participants felt that excessive text (translations) and lack of visual hierarchy could overshadow key messages.
- **Understandability vulnerable consumers:** Participants indicated that font size needs adjustment for better accessibility. Also, the EU stars used as watermark on the background created clutter and worsened readability.
- **Confusion with other labels:** This label does not seem to get confused with other existing labels.

5.5.9 Notice 1

Positive elements

Across all workshops, participants generally viewed the Notice 1 as a positive step towards EU-wide standardization. The EU flag raised trust towards its content. The division in paragraphs separated by horizontal lines and presence of icons helped scan through the content, and the bullet points increased readability. In spite of this, consumers were mentioning that this length of text would discourage people from reading (especially in a shop).



Elements to improve

Overall the design structure was well received, but participants preferred simpler and shorter versions of Notices. The quantity of text and level of detail in this notice was what consumers expected to be found upon scanning of the QR code.

- The word GARANT is not fully comprehensible. Consumers preferred to have “Legal guarantee” written in full.
- Having only the titles in bold did not particularly help consumers’ understanding. Use of bold should be restricted to key words (e.g. 2-year legal guarantee, legal guarantee, free repair or replacement, what to do) to aid key-word transversal reading.
- Icons were not always easy to read for consumers: “calendar” was easy to understand; the icon for “rights” was not clear; and the icon for activity after receiving a faulty product was perceived as not relating to the section topic; Spanish respondents suggested to add an icon also for the last paragraph.
- The addition of tactile features was suggested to aid those with visual impairments, on this and all other notices.

Meeting objectives

- **Increase awareness of guarantee rights:** While the notice provides detailed information on consumer rights, the excessive text volume may discourage engagement and limit awareness, particularly among those with lower literacy levels.
- **Increase recognition, understanding, trust and recall:** The presence of formal EU symbols enhanced trust among consumers; however, the complexity and density of the information hindered full understanding and recall.
- **Effectiveness online and offline:** this notice was evaluated as equally ineffective in both settings. The extensive text and dense information were challenging to absorb in both print and digital forms, limiting effectiveness across platforms.
- **Understandability vulnerable consumers:** The notice was less accessible to vulnerable groups, particularly those with visual impairments or lower literacy levels, as it discouraged them from reading.

5.5.10 Notice 2

Positive elements

Participants across all workshops generally found the design pleasant and clear. The title “Legal guarantee” was clarifying what the notice is about. The EU flag was positively perceived and established trust among consumers.

Elements to improve

The simple layout was often perceived as positive, but at the same time a bit boring to some, because of the lack of a marking icon or logo.

- The vertical blue line was found unnecessary and the reason for its presence was unknown.
- Participants in Germany argued that the producer and not the seller is the liable party, revealing misinformation about the legal guarantee. The icon next to it failed to specifically refer to a “seller” but was perceived as referring to a person in general.
- The presence of a QR code was commonly recognised as something useful to receive more detailed information about the specific guarantee.
- Using bold text was again suggested as a way to highlight key information (such as “2 years”).
- Participants with visual impairments appreciated the color contrast but suggested larger icons and clearer text divisions.

LEGAL GUARANTEE

A protection against faulty products



3 principles



Cover defective products for 2 years from the time of delivery. Some EU countries have a longer legal guarantee period under their national law.



Entitles to free repair or replacement or in some cases, 2000 reduction of full reimbursement.



The seller is liable

Meeting objectives

- **Increase awareness of guarantee rights:** The design notice had a positive impact on consumers' awareness of their rights. The use of terms like “2-year guarantee” and ‘free repair or replacement’ was particularly appreciated for conveying essential information about consumer rights.
- **Increase recognition, understanding, trust and recall:** Some elements like the “seller” icon and the vertical blue line confused participants, which could affect understanding and recall. However, the trust element was emphasised by the EU flag. Improvements are needed for better recall, particularly with bold keywords.
- **Effectiveness online and offline:** the positive reception of clear design elements suggests this Notice could translate well to online platforms if appropriately adapted, for example with a “mouseover” icon.
- **Understandability vulnerable consumers:** While the design is generally understandable, improvements are needed to support vulnerable groups better, such as those with visual impairments. Suggestions included the creation of a specific logo to associate the legal guarantee with, enhancing tactile features and adjusting font sizes for improved readability (depending on the media used).

5.5.11 Notice 3

Positive elements

Participants generally appreciated the EU flag (conveying trust) and the presence of the icons and bold text to indicate the remedies. However, this is the only information that consumers recall, because the rest of the text was perceived as lengthy, unformatted, and overall challenging to read. Using bullet points or other visual dividers would improve readability. Colours are appreciated, including the colour on the initial sentence, referring to the European legal framework.



Elements to improve

Overall, participants suggested to improve the readability of the Notice by: adding emphasis (bold) to important information (2-year guarantee period), making any other keyword bold, shortening sentences and using bullet points

- A title like “Legal guarantee” was perceived to be more useful than a long headline.
- A QR code, as for other designs, was preferred by those that want to read more detailed information.
- Also, this Notice lacks an iconic symbol and looks more like an official document, which as considered a bit boring and not engaging by younger generations.

Meeting objectives

- **Increase awareness of guarantee rights:** While participants acknowledged the notice's potential to inform, many suggested that the text should be formatted differently to enhance understanding.
- **Increase recognition, understanding, trust and recall:** The Notice design was associated with an official document, and the presence of the EU flag was associated with trust. Participants considered the remedies quite easy to recall because of the presence of familiar symbols.
- **Effectiveness online and offline:** The notice was considered to be generally effective offline, but participants suggested to have one main logo to represent the Notice for online environments.
- **Understandability vulnerable consumers:** While the notice was generally understandable, improvements were suggested for inclusivity. Visually impaired individuals recommended using high-contrast colours with an even darker blue on the header, and larger fonts.

5.5.12 Notice 4

Positive elements

The message conveyed by Notice 4 seemed to be clear. Respondents appreciated the title “Legal Guarantee”, the general look of the upper part, the presence of a QR code, and the reference to the EU flag using the yellow stars on a blue background. In spite of the fact that the short text was appreciated, participants were discouraged from reading it because of the absence of bold keywords or bullet points to help them grasp the main points.



Elements to improve

While the blue colour and EU stars were generally well-received, the inclusion of the letter 'G' within the flag led to confusion across all countries. Some participants in Poland and Germany also

associated it erroneously with 'Google'. In Poland, participants suggested that a clearer symbol could enhance understanding. In Germany, there was a focus on minimising and restructuring the text to avoid visual overload.

- Participants from all countries suggested reducing the amount of text (“is it necessary to say to scan the QR code?”) and using bullet points instead of running text to make the Notice more readable. Use of text was also recommended to improve understanding.
- Participants suggested to replace the “G” with “EU” or with a more iconic logo.
- In Spain, the stars surrounding the G were perceived to be a non-official adaptation of the EU flag, and participants suggested to rather keep a normal flag.
- As seen in other notices, the presence of icons would help to grasp the meaning of each paragraph.

Meeting objectives

- **Increase awareness of guarantee rights:** The clear title “Legal Guarantee” was appreciated by participants for it increased awareness of their rights. However, the confusion caused by the “G” within the flag may diminish this impact.
- **Increase recognition, understanding, trust and recall:** While the design elements like the EU flag and color scheme help in building trust, the “unformatted” text and lack of symbols hindered understanding and recall. Simplification and clarity by means of icons are needed to fully achieve this objective, even if the connection with the harmonised label is clear.
- **Effectiveness online and offline:** The design was generally considered effective offline due to tangible elements like color and symbols. Online, the effectiveness may be hampered, depending on the background colour.
- **Understandability vulnerable consumers:** The design currently poses challenges for vulnerable groups, especially those with visual impairments, for which bold text and keywords are needed.

5.5.13 Notice 5

Positive elements

Participants generally appreciated the clear, concise, and informative design of the guarantee notice, emphasizing simplicity and the clear “Legal Guarantee” title. The icons and text were well received: due to the use of bold to highlight the “2 years guarantee” and the icons accompanying the remedies.



Elements to improve

Like with previous designs, concerns were raised about the element reminding to the EU flag. Spanish participants emphasised the importance of a visible and straightforward EU flag. Polish participants found the EU flag's design surprising, hinting at cultural interpretations of symbols. German participants put more focus on the overall clarity and officiality of the notice than on the flag itself.

- This mixed feedback about the shape of the logo with the EU stars suggests that an icon might be needed to refer to the Legal Guarantee, while the EU flag should be included in the shape of a flag.
- Arranging icons in vertical was suggested to enhance readability.
- Younger participants suggested having a QR code for additional information.
- Some participants suggested that the icon with a coin could be substituted with the € symbol.
- Participants with visual impairment suggested to increase the contrast of the icons.

Meeting objectives

- **Increase awareness of guarantee rights:** It seems that the design notice had a positive impact on raising consumers' awareness of their rights, primarily due to the clear and prominent 'Legal Guarantee' lettering. However, there were some mixed feelings and confusion regarding the EU logo which may affect this awareness.
- **Increase recognition, understanding, trust and recall:** The design was generally effective in increasing recognition and understanding, especially due to its simple and clear layout. Trust and recall were enhanced by the prominent EU logo, and presence of the icons to highlight the remedies.
- **Effectiveness online and offline:** The design has the potential to be equally effective both online and offline. The clear lettering and layout translate well across both mediums, although an icon with a mouse-over type of behaviour was suggested by some.
- **Understandability vulnerable consumers:** While the design was generally understandable by vulnerable consumers, improving the contrast of icons is needed for those with visual impairments.

5.5.14 Overall results

Overall results for label

Design 4 emerged as the preferred option due to its clear presentation of the manufacturer's role, the presence of the EU symbol, and the visibility of duration (even if "anni" was rejected). Participants found this label easy to understand and considered it the best representation of a commercial guarantee. However, they suggested replacing the "G" symbol and the "+" symbol. The translations below the main information were deemed unnecessary. The strong visual consistency between the "notice" and the "label" was a significant advantage.

Other designs that were remarked are:

- Design 1 was well-received for its clear label lay-out, highly visible lettering, and presence of the QR code. Suggestions included changing "Garant" to "Legal Guarantee" using "years" instead of translations, redesigning the bottom part, and making the EU flag more prominent.
- Design 3 was praised for its attractive iconography (medal shape, visible number). However, participants recommended changing the calendar icon for "years" and reducing the text amount.
- Design 6 gathered also attention for its QR code, trademark, and product name, and in general for the upper part of the design.

Overall results for notice

Design 3 and Design 4 are the top contenders for the EU harmonized notice. Design 2 is favoured for its simple look, clear layout, visible EU role, and prominent icons to remind the remedies. Design 4 is appreciated for the contrasting "Legal Guarantee" element, and the presence of a QR code. However, participants suggested reducing the text below the title, bolding keywords, and replacing or removing the "G" symbol. This design effectively links the "notice" and "label" visually.

Elements of Designs 1, 2 and 5 were also highlighted:

- Design 1 has a section dedicated on what to do: this content is specifically relevant for lower education groups. It was also considered a good example of expected content to be found upon scanning the QR code.
- Participants liked the clear title and flag placement of Design 2.

- Design 5 was mentioned also because of the straightforward message and presence of all relevant content: clear title with the word “legal” in it, minimum 2 years, remedies, and need to ask the seller.

6 Annexes

Annex B.1 – Methodology literature review and desk market research

Methodology for the literature review

The literature review primarily employed targeted keyword searches to explore how producers and traders inform consumers about legal and commercial guarantees in the 10 countries of focus. The keyword searches were conducted both separately and in combination, using terms like "consumer awareness," "guarantee," and "warranty" to ensure a thorough and relevant set of results. This approach aimed to identify relevant studies and data sources related to legal guarantees, commercial guarantees, consumer information, and EU consumer rights. To ensure a comprehensive scope, the review focused on EU-level as well as national-level research in the languages of the selected countries and examined research publication websites (i.e., Google Scholar, Research Gate, Publication office of the European Union) and websites of consumer organisations and public authorities to gather diverse information and practices. The table below presents some examples.

Table 30 Examples of sources and keywords of the literature review

Examples of sources inspected
<ul style="list-style-type: none"> • BEUC – European Consumer Organisation • European Consumer Centres Network (ECC-Net) including: <ul style="list-style-type: none"> ◦ European Consumer Centre Finland (Finland) ◦ Centre Européen des Consommateurs France (France) ◦ Europäisches Verbraucherzentrum Deutschland (Germany) ◦ European Consumer Centre Greece (Greece) ◦ European Consumer Centre Ireland (Ireland) ◦ European Consumer Centre Poland (Poland) ◦ Centro Europeu do Consumidor Portugal (Portugal) ◦ Centro Europeo del Consumidor en España (Spain) ◦ European Consumer Centre Slovenia (Slovenia) ◦ Konsument Europa (Sweden) • National consumer associations including: <ul style="list-style-type: none"> ◦ Kuluttajaliitto – Konsumentförbundet ry (Finnish Consumers' Union) (Finland) ◦ UFC-Que Choisir (France) ◦ Consommation, Logement et Cadre de Vie (CLCV) (France) ◦ Verbraucherzentrale Bundesverband (vzbv) (Germany) ◦ Union of Working Consumers of Greece (EEKE) ◦ Consumers' Association of Ireland (Ireland) ◦ Federacja Konsumentów (Federation of Consumers) (Poland) ◦ DECO - Associação Portuguesa para a Defesa do Consumidor (Portugal) ◦ Organización de Consumidores y Usuarios (OCU) (Spain) ◦ Zveza Potrošnikov Slovenije (Slovenian Consumers' Association) (Slovenia) ◦ Sveriges Konsumenter (The Swedish Consumers' Association) (Sweden) • National consumer authorities including: <ul style="list-style-type: none"> ◦ Finnish Competition and Consumer Authority (Finland) ◦ Direction générale de la concurrence, de la consommation et de la répression des fraudes (DGCCRF) (France) ◦ Bundesamt für Verbraucherschutz und Lebensmittelsicherheit (BVL) (Germany) ◦ General Secretariat for Consumers (Greece) ◦ Competition and Consumer Protection Commission (Ireland) ◦ Office of Competition and Consumer Protection (UOKiK) (Poland) ◦ Direção-Geral do Consumidor (DGC) (Portugal) ◦ Agencia Española de Consumo, Seguridad Alimentaria y Nutrición (AECOSAN) (Spain)

- Ministry of Economic Development and Technology - Consumer Protection Office (Slovenia)
- Konsumentverket (Swedish Consumer Agency) (Sweden)

Examples of keywords used for online searches¹²⁵

- Legal guarantee(s)
- Legal guarantee(s) of conformity
- Commercial guarantee(s)
- Commercial guarantee(s) of durability
- Extended warranty(ies)
- General guarantee(s)
- Guarantee information visibility
- Guarantee transparency and accessibility
- Guarantee in terms and conditions
- Guarantee on receipts and invoices
- Duration of guarantees
- Online stores guarantees
- Brick-and-mortar stores guarantees
- EU consumer rights
- Consumer Sales and Guarantee Directive (CSGD)
- Sale of Goods Directive (SGD)
- National regulations on guarantees
- Producer and trader obligations on guarantees
- Mystery shopping exercises
- Compliance with EU consumer law
- Consumer protection policies
- Consumer engagement strategies
- Consumer trust in guarantees
- Consumer information
- Consumer awareness and education
- Consumer satisfaction and trust
- Variability in legal and commercial guarantees
- Clarity and visibility of guarantee information
- Consumer perception of guarantees
- Online retail practices regarding guarantees
- Information available in product descriptions
- Salesperson communication strategies
- Customer service communication about guarantees
- Consumer response to guarantee information
- Differences in guarantee communication between product categories
- Regulatory harmonisation of guarantees
- Challenges in guarantee communication
- Best practices for informing consumers about guarantees

Methodology for the desk market research

National-level market research allowed to assess on e-commerce platforms how often and which communication tools, including but not limited visual graphics and textual messages, are used by producers and traders at the product level and shop level, in order to inform consumers about the commercial guarantee of durability and legal guarantee of conformity. Given the nature of desk market research, it was focused on **online shopping experiences and e-commerce websites**.

Market research was conducted according to the following steps:

¹²⁵ In combination and separately.

- Step 1. Selection of product categories in the sample
- Step 2. Identification of e-commerce websites for each Member State
- Step 3. Organisation of national research
- Step 4. Piloting and launch of the research

The following sections detail how these steps were implemented during the first six weeks of this project.

Step 1. Selection of product categories in the sample

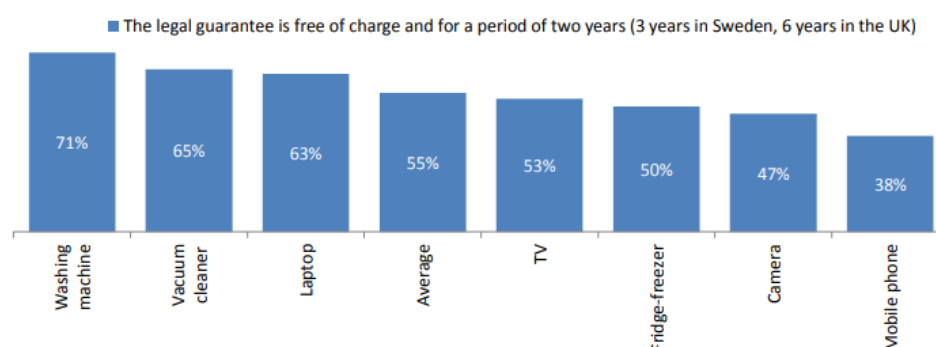
As a first step, the research team agreed with the Contracting Authority a revised selection of products, with the objective to include a wider variety of items and therefore provide a more comprehensive picture of the use of legal and commercial guarantees in the 10 countries of focus. The selection takes into account the following criteria:

- **A balance between energy related and non-energy related goods:** we want to analyse a variety of durable products that could provide relevant insights into the use of the legal guarantee of conformity and commercial guarantees. As mentioned in the literature review, energy-related products are more likely than other goods to display a commercial guarantee and therefore they represent half of the selected products.
- **The complementarity with the EU Energy label:** four out of the seven energy-related goods included in the sample mandatorily display an EU Energy label (EPREL). This is an energy label that ranks appliances on a scale from A to G according to how much energy they consume.¹²⁶ It is paramount to learn from the best practices that EPREL is setting and gather insights on the complementarity with legal and commercial guarantees, to make sure that the harmonised label and notice that will be created as a result of this project are complementary to the energy label and do not undermine its effectiveness.

As a result, some of the selected products may be less likely to be purchased online (e.g., large electric appliances). However, more and more consumers get informed online before purchasing a product in-store and therefore their experience is also considered in this exercise.

In particular, the choice of the energy-related products takes into account the findings of the European Commission's study entitled "Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU".¹²⁷ The study, conducted in 2017, focused also on online shopping experiences and focused on a sample of energy-related products and their likelihood to display the legal guarantee of conformity, as displayed in the Figure below.

Figure 70 Percentage of shoppers who have found information on the seller's website on the legal guarantee, by product



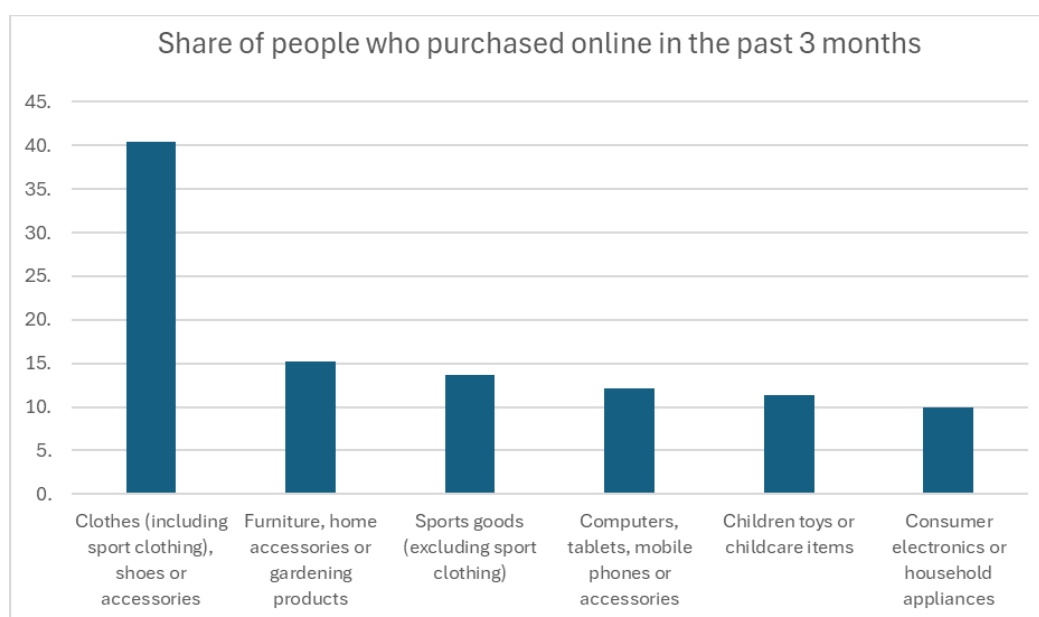
¹²⁶ European Commission (n.d.). *Energy label*. Retrieved from: https://europa.eu/youreurope/business/product-requirements/labels-markings/energy-labels/index_en.htm

¹²⁷ European Commission (2017). *Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU*. Retrieved from: <https://op.europa.eu/en/publication-detail/-/publication/146e59de-02d3-11e6-b713-01aa75ed71a1/language-en>

Source: European Commission (2017), “Consumer market study on the functioning of legal and commercial guarantees for consumers in the EU”, p.27.

These findings are used in combination with the results of a more recent Eurostat dataset providing information on internet purchases by type of good or service.¹²⁸ The related survey, conducted in 2023, identified the most purchased items online in 2023. The results indicate that six specific durable items are frequently bought online, as displayed in the Figure below. These include energy-related products such as computers and mobile phones, as well as larger consumer electronics and household appliances. Additionally, the results highlight that the most frequent online purchases for non-energy related products include clothing, furniture, sports goods and childcare items.

Figure 71 Share of people who purchased online in the past 3 months, by product



Source: Eurostat (2023), “Internet purchases – goods or services (2020 onwards)”.

The above-mentioned results were taken into account to identify five product categories that are more likely to be bought online. Subsequently, the study team selected specific product items in order to maximise the likelihood to find data on legal and commercial guarantees.¹²⁹

The following Table below offers an overview of the sample of products agreed with the European Commission and EISMEA.

Table 31 Sample of products selected for desk market research

No.	Product category	Item	EPREL label	Energy or non-energy
1	Consumer electronics, white appliances	Washing machine	Yes	Energy
2		Dryers	Yes	Energy
3		Refrigerators	Yes	Energy
4		Televisions	Yes	Energy
5		Laptops	No	Energy
6		Photographic cameras	No	Energy
7		Smartphones	No	Energy
8	Furniture	Wardrobe	No	Non-energy
9		Sofa	No	Non-energy

¹²⁸ Eurostat (2023). *Internet purchases – goods or services (2020 onwards)*. Retrieved from: [Statistics | Eurostat \(europa.eu\)](https://statistics.eurostat.europa.eu)

¹²⁹ Clothes are not included in the sample because they are less likely to display commercial guarantees.

10		Mattress	No	Non-energy
11		Outdoor dining table ¹³⁰	No	Non-energy
12	Sport goods	Bicycle	No	Non-energy
13	Childcare items	Stroller	No	Non-energy
14	Music instruments ¹³¹	Guitar	No	Non-energy

Step 2. Identification of ecommerce websites for each Member State

The choice to focus on a greater variety of products required adaptation of the methodology to make sure that the websites considered were selling the different types of products selected. It was agreed that it would be more likely to find significant results when looking at websites selling specific product categories, rather than generic ecommerce websites as originally proposed. Therefore, we agreed to identify for the 10 selected Member States the most popular website for each category of products (5 categories for a total of 14 products). As a consequence, we did not focus on second-hand online shops, unless these appeared as the most popular websites.

To identify the most relevant e-commerce website by product category, the research team used the online database provided by Similar Web. This database offers data on the most popular websites across all pertinent categories, by number of unique monthly visitors. However, its results may not always be accurate, as the database does not distinguish between websites providing services and those selling products. Additionally, Similar Web does not cover Slovenia, which is one of the countries of focus for this study. Therefore, we considered the results of Similar Web and cross-checked them with additional desk research, country knowledge and the use of an additional website traffic checker. Indeed, even if the product categories are very specific, we aim to guarantee that the websites chosen for this project are broadly used by consumers.

As agreed with DG JUST and EISMEA, the research team did not solely focus on the most popular websites per product category. In order to guarantee a variety of results and avoid analysing only very large international retailers, such as Decathlon, in some instances we focused on the second most popular website.

The Table below offers an overview of the websites chosen per product category and per country. The last column provides information on which websites were used during the analysis. No comment indicates that the most popular website was used.

¹³⁰ The product “outdoor dining table” replaces the initial idea to include “garden swings”. From the pilot conducted in Ireland and the identification of the suitable ecommerce websites for all categories of products, garden swings emerged as too specific and difficult to find than an outdoor dining table. The two products are thought to be equivalent, as both are types of outdoor furniture.

¹³¹ Music instruments appear as very likely to display commercial guarantees according to the results of a confidential study shared by DG JUST in the early stages of the project.

Table 32 Website selection per product category and per country

Country	Category	Website	Monthly visitors	Back up website	Monthly visitors	Comments
Finland	Electronics	gigantti.fi	2.1M	verkkokauppa.com	1.6M	
	Furniture	asko.fi	276.3K	vepsalainen.com	91.5K	We focused on the back up website because we did not find any results on the first choice of website.
	Biking	intersport.fi	692.7K	xxl.fi	435.8K	
	Childcare	jollyroom.fi	238.2K	ozbaby.fi	68.5K	
	Music	musicstore.com	102.7K	f-musiikki.fi	40.7K	We focused on the back up website to avoid an international retailer already analysed in another country (Greece).
France	Electronics	fnac.com	10.3M	boulanger.com	6.8M	
	Furniture	fnac.com	10.3M	conforama.fr	5M	
	Biking	decathlon.fr	14.7M	culturevelo.com	158.4K	
	Childcare	king-jouet.com	1.2M	vertbaudet.fr	853.7K	We focused on the back up website because we did not find any results on the first choice of website.
	Music	thomann.de/fr	1.4M	woodbrass.com	134.7K	
Germany	Electronics	mediamarkt.de	10.7M	saturn.de	1.7M	
	Furniture	otto.de	9.9M	xxxlutz.de	1.7M	
	Biking	bike24.de	745.8K	fahrrad.de	329.7K	
	Childcare	babyone.de	849.9K	baby-walz.de	503.7K	
	Music	thomann.de	1.4M	musicstore.de	186.5K	
Greece	Electronics	public.gr	2M	kotsovolos.gr	1.8M	
	Furniture	skroutz.gr	24M	entos.gr	71.7K	
	Biking	plaisio.gr	894.4K	tradeinn.com	793.5K	
	Childcare	mothercare.gr	99.6K	letoshop.gr	91.3K	

	Music	musicstore.com	102.7K	nakas.gr	72K	
Ireland	Electronics	currys.ie	1.1M	harveynorman.ie	489.1K	
	Furniture	harveynorman.ie	489.1K	ezlivingfurniture.ie	113.3K	
	Biking	chainreactioncycles.com	114.3K	cyclesuperstore.ie	81.4K	We focused on the back up website because we did not find any results on the first choice of website.
	Childcare	mamasandpapas.ie	59.6K	samueljohnston.com	15.3K	
	Music	thomann.de/ie	1.4M	musicstore.com	102.7K	
Poland	Electronics	mediaexpert.pl	11.5M	euro.com.pl	4.6M	
	Furniture	agatameble.pl	1.2M	brw.pl	751.7K	We focused on the back up website because we did not find any results on the first choice of website.
	Biking	decathlon.pl	3.3M	centrumrowerowe.pl	657.4K	We focused on the back up website to avoid an international retailer already analysed in another country (France).
	Childcare	smyk.com	1.9M	babyhit.pl	39K	
	Music	guitarcenter.pl	52.5K	muzyczny.pl	42.2K	
Portugal	Electronics	worten.pt	2.9M	fnac.pt	1M	We focused on a third website (radiopopular.pt, 194.1K monthly visitors) because the first website did not provide any results and the third website was already analysed in another country (France).
	Furniture	worten.pt	2.9M	conforama.pt	290.6K	We focused on conforama, but also a third website due to the lack of relevant products in the back up option and in Worten.pt. The third website is laredoute.pt (200.7K monthly visitors).

	Biking	decathlon.pt	954.6K	bikezone.pt	14.4K	We focused on the back up website to avoid an international retailer already analysed in another country (France).
	Childcare	vertbaudet.pt	67.3K	bonabebe.pt	7.2K	We focused on the back up website because we did not find any results on the first choice of website.
	Music	musicstore.com	102.7K	egitana.pt	18.5K	We focused on the back up website to avoid an international retailer already analysed in another country (Greece).
Spain	Electronics	elcorteingles.es	16.3M	mediamarkt.es	6.8M	
	Furniture	elcorteingles.es	16.3M	conforama.es	809K	We focused on the back up website because we did not find any results on the first choice of website.
	Biking	decathlon.es	6.1M	tradeinn.com	1M	
	Childcare	elcorteingles.es	16.3M	janeworld.com	46.9K	
	Music	thomann.de	1.4M	woodbrass.com	140.3K	
Slovenia	Electronics	mimovrste.com	883.9K	bigbang.si	219.4K	
	Furniture	mimovrste.com	883.9K	xxxlesnina.si	238.5K	We focused on the back up website to avoid repetitive findings for mimovrste.com.
	Biking	decathlon.si	171.4K	extremevital.com/sl	50.6K	We focused on Decathlon, despite being an international retailer, because we could not find any results in the back up website.
	Childcare	babycenter.si	96.9K	mali-vragci.si	12.2K	
	Music	musicstore.com	102.7K	muziker.si	9.5K	We focused on the back up website to avoid an international retailer already

						analysed in another country (Greece).
Sweden	Electronics	elgiganten.se	2.7M	netonnet.se	1.1M	
	Furniture	jysk.se	941.8K	mio.se	530.3K	We focused on a third website (chilli.se, 471.7K monthly visitors) because the selected websites were selling only one brand.
	Biking	xxl.se	508.6K	cykelkraft.se	146.2K	
	Childcare	jollyroom.se	652.5K	lekmer.se	43.2K	
	Music	thomann.de/se	1.4M	musicstore.com	102.7K	

Step 3. Organisation of national research

Following the identification of the e-commerce websites, the team prepared the templates for data collection. All national researchers used the same templates for gathering the data, in order to guarantee a systematic and comparable approach to data collection across countries.

Compared to the original proposal, the research team adjusted the template to take into account previous discussions with DG JUST and EISMEA. We revised the data collection template as follows:

- We identified commercial guarantees more generally, specifying whether they provide the additional coverage for free or not, in order to investigate if some market players are anticipating the introduction of the commercial guarantee of durability.
- We identified additional types of guarantees (e.g., guarantees covering only part of the product), but removed the focus on satisfaction guarantees¹³² and money-back guarantees¹³³, as these are guarantees that are mostly applied within the 2 year duration.
- We collected information on the price of the products, as it could be a factor determining the presence of specific commercial guarantees.
- We collected information on the legal compliance of the commercial guarantee in the pre-contractual stage, checking for the availability of commercial guarantee statements.

The table below shows the adjusted data collection template for legal guarantees, that was replicated for commercial and other guarantees. Additionally, for commercial guarantees we collected information on whether they were provided for free.

Table 33 Adjusted data collection template

General information					Legal guarantee of conformity							
Product category	Product	URL	Search results (link)	Price	Did you find the legal guarantee of conformity?	At what level is this information provided?	Where is the legal guarantee positioned?	What is the communication tool used?	If visual, is the background dark or bright?	Please take a screenshot of the legal guarantee (if visual) or copy paste the text in original language (and provide translation in brakets)	How easy was it to find? (1 being not easy at all and 5 being very easy)	Other comments
Electronics	Washing machine	URL	Result 1 URL		(Yes/ No)	(Shop level/ Product level)		(Visual/ Text/ Both/ Other)			(1-5)	
			Result 2 URL		(Yes/ No)	(Shop level/ Product level)		(Visual/ Text/ Both/ Other)			(1-5)	
			Result 3 URL		(Yes/ No)	(Shop level/ Product level)		(Visual/ Text/ Both/ Other)			(1-5)	
			Result 4 URL		(Yes/ No)	(Shop level/ Product level)		(Visual/ Text/ Both/ Other)			(1-5)	
			Result 5 URL		(Yes/ No)	(Shop level/ Product level)		(Visual/ Text/ Both/ Other)			(1-5)	

Step 4. Piloting and launch of the research

During the pilot, and throughout the data collection phase, the research team took note of the client's concern to find limited results, and implemented the following mitigation measures:

- If we collected only one finding for the commercial or other types of guarantees in the first five results, we looked for the 6th product. This "back up" type of search would continue until the 10th product.
- If we did not find any results at all in the selected website (legal, commercial or other type of guarantee), we considered the first five results of the second most popular website.

¹³² A promise by a company to refund or replace a product if a customer is not satisfied with the product's performance.

¹³³ They assure the customers that if they are not satisfied with a product or service, they may return it and get their money back.

- Sometimes, the first five search results were slightly different versions of the same product, offered by the same brand. This did not allow to obtain a variety of information on the commercial guarantees provided by different producers. For this reason, we considered the first five search results associated with different brands, when available.

In total, the pilot and the entire data collection activity took place throughout three weeks. Overall, as mentioned in the main text, it resulted in a total of 803 products analysed, found in 57 different online websites.

Methodology for the suitability analysis

After the data collection phase, the study team used all information gathered to evaluate the suitability of currently used communication tools and labels for harmonised application in the EU.

As a first step, we established specific criteria that these tools were assessed against. These criteria reflect the main objectives of communication tools used in the context of commercial and legal guarantees, as well as their easiness of use for consumers, producers and traders. The following criteria were adopted for this particular analysis:

- **Clarity:** how easily a consumer can understand the information being conveyed. It involves evaluating the simplicity of the language used, the formatting and organization of information, and the use of visuals or infographics.
- **Visibility:** whether the communication tool is easy for consumers to find. For example, a label information needs to be prominently displayed or a website or platform needs to be easily navigable.
- **Replicability:** whether the communication tool is easy and cost-efficient for producers and traders to realise, also across different industrial, productive but also cultural environments.
- **Effectiveness:** whether a communication tool actually leads to the desired behaviour or outcome. This could involve assessing whether or not the tool effectively informs consumers about their rights under legal and commercial guarantees.

Additionally, we assessed the **compliance of legal guarantees** with national rules, investigating circumstances where the communication tools did not comply with the norms. Additionally, we collected information on the **legal compliance of commercial guarantees in the pre-contractual stage**, checking if the product pages of the selected websites offered the commercial guarantee statement.

Subsequently, the study team grouped the information on the communication tools most widely used for both commercial and legal guarantees into categories, namely textual messages, and a combination of text and visuals. These categories were reviewed against the pre-established suitability criteria for each country. In particular, national researchers rated for each type of communication tool whether it met the criteria on a Likert scale from 1 to 5 (1 being 'very low', and 5 being 'very high') in a shared template. The results were peer reviewed by researchers who analysed other countries in order to mitigate the risk of subjectivity of the analysis. Additionally, researchers identified for the respective countries some examples of best practices and areas of improvement.

Annex B.2 – Questionnaire for the introductory stakeholder survey

LANGUAGE

L1. [Single response] Please select the language in which you would like to complete the survey:

1. English
2. German
3. French
4. Portuguese

[provide correct language variant depending on answer on L1]

INTRODUCTION

Dear Participant,

Thank you for taking the time to participate in this survey. This survey is part of a study commissioned by the **European Commission (DG JUST)** and **European Innovation Council and SMEs Executive Agency (EISMEA)** to gather insights of stakeholders on the design of an EU harmonised label for commercial guarantees of durability and an EU harmonised notice for the legal guarantee of conformity, as set out by Directive (EU) 2024/825 on empowering consumers for the green transition. More information about the study is available [here](#). DG JUST and EISMEA have mandated Ipsos NV, as part of a consortium consisting of LE Europe, Ipsos NV and EY, to carry out this survey on its behalf.

The main aim of the harmonised label is to make it easier for consumers to choose sustainable consumption options, and to stimulate demand for, and supply of, consumer goods with a longer lifespan.

The main aim of the harmonised notice is to remind consumers about the existence and the main elements of the legal guarantee of conformity, and to prevent possible confusion with the information on the commercial guarantee of durability.

The legal mandate for the development of this label and notice can be accessed [here](#).

This survey will take approximately **20 minutes** to complete. You can take the survey on a desktop, laptop, tablet or smartphone. Participation in the survey is voluntary. Your answers throughout this survey will be kept confidential and only be used for the purpose of the study and to produce anonymous research findings and insights. Ipsos will share personal data with the consortium members LE Europe and EY, and with the client EISMEA and DG JUST. No identifiable data will be shared with third parties. For more information on how we are processing and protecting your personal data, please read the Privacy Notice (**Scripter: insert hyperlink to https://survey.ipsos.be/privacynotice_EISMEA.pdf**).

Do you agree to participate given the above conditions?

1. Yes – I have read the information above and Privacy Notice (**Scripter: insert hyperlink to https://survey.ipsos.be/privacynotice_EISMEA.pdf**) and agree to take part in the survey.
2. No – I do not agree to take part in this survey. **[screen out]**

At Ipsos we protect our research and our clients' confidential and intellectual property information. By participating in this survey, you agree to:

- Not share any information included in this survey.
- Not photograph, record, publish on the internet, copy or reproduce in any way the information included in this survey.
- Not use our client's confidential information for your own benefit, the benefit of a third party or in any way that may negatively affect our client or its image.

Do you acknowledge that you have read and agree to the above points?

1. Yes - I have read the information above and agree to take part in this survey.
2. No - I do not agree to take part in this survey. **[screen out]**

SCREENERS

S1. [Single response] Please indicate which stakeholder group you are part of?

1. Organisation representing consumers
2. Organisation representing businesses
3. Private business
4. Member State authority
5. Other, please specify: **[OPEN BOX]**

S2. [Open response] What is the name of the organisation, business or authority that you represent?

[OPEN BOX]

S4. [IF S1 = 3] [Multiple response] In which sector are you active?

Multiple answers possible.

1. Automobiles and transportation (e.g., cars, bicycles, motorcycles).
2. Baby and child products (e.g., strollers, baby monitors).
3. Electronics and appliances (e.g., smartphones, laptops, tv).
4. Fashion and luxury goods (e.g., designer handbags, watches).
5. Home and garden (e.g., furniture, mattresses, gardening tools).
6. Household goods (e.g., vacuum cleaners, washing machine, refrigerators).
7. HVAC (Heating, Ventilation, and Air Conditioning) (e.g., ventilation systems, air conditioners).
8. Musical instruments and equipment (e.g., guitars, amplifiers).
9. Office supplies and equipment (e.g., printers, office furniture).
10. Personal and health care (e.g., fitness equipment, blood pressure monitors).
11. Pet products (e.g., automatic feeders, baskets).
12. Renewable energy products: (e.g., solar panels, battery storage systems).
13. Security and surveillance (e.g., alarm systems).
14. Smart home and automation (e.g., smart lighting systems).
15. Sports and outdoor (e.g., sport equipment, camping gear).
16. Supermarket (e.g., kitchenware, baby and child products).
17. Toys and games (e.g., electronic toys, gaming consoles).
18. Travel and leisure (e.g., luggage boats or camper vans).
19. Other, please specify: **[OPEN BOX]**

S3. [IF S1 = 2 or 3] [Multiple response] Which type of activities do you or the businesses that you represent perform?

Multiple answers possible.

1. I produce - or represent companies producing - goods
2. I sell - or represent companies selling – goods directly to consumers
3. Other, please specify: **[OPEN BOX]**

HARMONISED LABEL ON THE COMMERCIAL GUARANTEE OF DURABILITY

[INTRO Q1. SHOW TO ALL] We will now ask you a number of questions about your views and ideas for the design and display of a harmonised label on the commercial guarantee of durability (further referred to as “harmonised label”).

The harmonised label will be provided in a prominent manner on goods (e.g., on the packaging of goods), or next to the goods (e.g., on the shelves, or next to the picture of the good for sale in the case of online sale), to allow consumers to easily identify which particular good benefits from a commercial guarantee of durability offered by the producer at no additional cost, covering the entire good, and with a duration of more than two years. In addition, the harmonised label will also include a reminder of the existence of the legal guarantee of conformity (of two years) to avoid consumer confusion.

Q1. [All. Single response] Thinking about how the harmonised label should convey the information about the durability of the good and the reminder of the existence of the legal guarantee of conformity, which design do you think would be most effective to ensure that the harmonised label is easy to **understand** for consumers?

1. A fully textual design: the label only includes text
2. A fully non-textual design: the label only includes symbols or icons
3. A mixed design: the label includes text and symbols/icons
98. Don't know

Q2. [All. Single response. Randomise] The harmonised label (on the commercial guarantee of durability) will get an alternative name to make it easier to recognise and understand for consumers. Which alternative wording do you find most suitable?

1. Guaranteed product life
2. Guaranteed product lifespan
3. Guaranteed product durability
4. Product guarantee
5. Full product guarantee
6. Additional product guarantee
7. Own text suggestion, please specify: **[OPEN BOX] (fixed)**
98. Don't know **(fixed)**

Q3. [All. Single response] The harmonised label aims to indicate the duration of the commercial guarantee of durability. Thinking from the perspective of the consumer, how should the duration be expressed so that it is most straightforward to understand?

1. Expressed in years (e.g., 3 years, 5 years...)
2. Expressed in months (e.g., 36 months, 60 months...)
98. Don't know

Q4. [All. Open response, non-mandatory] Can you think of a good example in which information on a commercial guarantee (of durability) was provided in a clear way? Could you describe it?

[OPEN BOX]

Q4_img. [All. [UPLOAD]] Can you think of a good example in which information on a commercial guarantee (of durability) was provided in a clear way? Could you upload images that illustrate this?

99. I prefer not to upload a file

Q31. [All. Multiple response. Randomise] The harmonised label is designed to inform consumers about the existence and duration of any commercial guarantee of durability. It also aims to avoid that traders should actively seek for this information from the producer. Below, you can find a list

of characteristics that a commercial guarantee of durability needs to adhere to. In your opinion, which of these characteristics should be **explicitly** mentioned on the harmonised label?

1. The duration of the commercial guarantee of durability
2. The fact that the commercial guarantee of durability has a longer duration than the legal guarantee of conformity
3. The fact that the commercial guarantee of durability is offered at no additional cost
4. The fact that the commercial guarantee of durability is covering the entire good
5. Other, please specify: [OPEN BOX] (fixed)
98. Don't know (fixed) (exclusive)

Q5. [All. Open response, non-mandatory] Do you have any suggestions on **1)** specific logos, symbols or icons and **2)** the colour scheme (colour of background, colour of text etc.) that should be used to make the label easier to understand and **recognise** for consumers? You can describe your ideas.

[OPEN BOX]

Q5_img. [All. [UPLOAD]] Do you have any suggestions on **1)** specific logos, symbols or icons and **2)** the colour scheme (colour of background, colour of text etc.) that should be used to make the label easier to understand and **recognise** for consumers? You can upload images to illustrate what you would like to include.

98. I prefer not to upload a file

Q9. [All. Open response, non-mandatory] Do you see any risk of confusion with an existing mandatory or voluntary label? If yes, could you describe?

[OPEN BOX]

Q9_img. [All. [UPLOAD]] Do you see any risk of confusion with an existing mandatory or voluntary label? If yes, could you upload images?

98. I prefer not to upload a file

Q10. [IF S1 = 2 or 3. Open response, non-mandatory] As a business or businesses representative, what do you think would encourage **producers** to use the harmonised label?

[OPEN BOX]

Q12. [All. Open response, non-mandatory] Next to the information on the commercial guarantee of durability, the harmonised label will also include a reminder of the existence of the legal guarantee of conformity. This reminder can be displayed in the form of a short text, by adding a reminder sentence, but also in the form of a visual, by adding an image, logo, symbol or icon. Do you have any suggestions on what this reminder should look like?

[OPEN BOX]

Q15. [All. Single response]. In your opinion, should the reminder of the legal guarantee in the harmonised label share a similar design with the harmonised notice to increase consumer understanding that they refer to the same legal guarantee rights?

1. Yes, they must have a similar visual identity (design, logo/symbols/icons, and colour scheme)
2. Yes, they must use similar wording
3. Yes, they must have both a similar visual identity and similar wording

- 4. No, they must be different
- 5. Other, please specify: [OPEN BOX]
- 98. Don't know

Q18. [All. Multiple response. Randomise.] The harmonised label needs to be **presented in a prominent way** to ensure that consumers notice it. Where do you think the harmonised label would be best placed in an **offline/brick-and-mortar store**?

- 1. On the good itself
- 2. On the packaging of the good
- 3. On the shelf next to the good
- 4. Other, please specify: [OPEN BOX] (fixed)
- 98. Don't know (fixed)(exclusive)

Q19. [All. Multiple response. Randomise.]. The harmonised label needs to be presented in a **prominent way** to ensure that consumers notice it. Where do you think the harmonised label would be best placed in an **online/e-commerce marketplace**?

- 1. Next to the picture of the good
- 2. In the gallery with product images of the good
- 3. In the product description
- 4. Other, please specify: [OPEN BOX] (fixed)
- 98. Don't know (fixed) (exclusive)

HARMONISED NOTICE ON THE LEGAL GUARANTEE OF CONFORMITY

[All. INTRO Q20.] We will now ask you a number of questions about your views and ideas for the design and display of a harmonised notice on the legal guarantee of conformity (further referred to as “harmonised notice”) for consumer goods. The harmonised notice will be a compulsory notice for shops selling consumer goods to remind consumers about the existence and the main elements of the legal guarantee, including its minimum duration of two years as provided in Directive (EU) 2019/771, which can be accessed [here](#).

Q20. [All. Open response, non-mandatory] Can you think of a good example in which information on the legal guarantee of conformity was provided in a clear way? Could you describe it?

[OPEN BOX]

Q20_img. [All. [UPLOAD]] Can you think of a good example in which information on the legal guarantee of conformity was provided in a clear way? Could you upload images that illustrate this?

98. I prefer not to upload a file

Q21. [All. Open response, non-mandatory] What is the level of detail you believe should be provided regarding the information on the main elements of the legal guarantee to be effective and avoid information overload? Do you have specific text suggestions? (Keep in mind the legal mandate, i.e. that the harmonised notice should remind consumers of the existence of the legal guarantee of conformity for goods, including the minimum duration of two years, without defining Member States specifics as {the notice will contain information harmonised at EU level}).

[OPEN BOX]

Q22 [All. Open response, non-mandatory] Do you have any suggestions on **1)** specific logos, symbols or icons and **2)** the colour scheme (colour of background, colour of text etc.) that should be used to make the notice easier to understand and **recognise** for consumers? You can describe your ideas.

[OPEN BOX]

Q22_img. [All. [UPLOAD]] Do you have any suggestions on **1)** specific logos, symbols or icons and **2)** the colour scheme (colour of background, colour of text etc.) that should be used to make the notice easier to understand and **recognise** for consumers? You can upload images to illustrate what you would like to include.

98. I prefer not to upload a file

Q29. [All. Multiple response. Randomise.] The harmonised notice needs to be **presented in a prominent way**. Where do you think the harmonised notice would be best placed in an **offline/brick-and-mortar store**?

1. Poster on the wall or in the aisles
2. At the entrance door
3. At the exit door
4. Next to check-out counter
5. Leaflets that consumers can take home
6. Other, please specify: **[OPEN BOX] (fixed)**
98. Don't know **(fixed) (exclusive)**

Q30. [All. Multiple response. Randomise.] The harmonised notice needs to be **presented in a prominent way**. Where do you think the harmonised notice would be best placed in an **online/e-commerce marketplace**?

1. On the homepage of the online/e-commerce marketplace
2. On a header on each webpage
3. On each webpage where consumer goods are sold
4. On the shopping cart page
5. On the page of each product
6. Other, please specify: [OPEN BOX] (fixed)
98. Don't know (fixed) (exclusive)

HARMONISED LABEL AND HARMONISED NOTICE

Q7. [All. Single response] Would you include a symbol of the European Union (e.g., the EU flag with the circle of 12 golden stars on a blue background) in the design of the harmonised label and/or notice?

1. Yes, but only for the harmonised label
2. Yes, but only for the harmonised notice
3. Yes, for both the harmonised label and the harmonised notice
4. No
98. Don't know

Q32. [All. Open response, non-mandatory] Can you elaborate on why you would or would not include the symbol of the EU in the design of the harmonised label and/or notice respectively?

[OPEN BOX]

Q16. [All. Single response] Do you think that including a QR code in the harmonised label and/or notice that leads to additional information would increase consumers' understanding?

1. Yes, but only for the harmonised label
2. Yes, but only for the harmonised notice
3. Yes, for both the harmonised label and the harmonised notice
4. No
98. Don't know

Q17. [IF Q16 = 1, 2 or 3. Open response, non-mandatory] In your opinion, what information should the QR code for the harmonised label and/or notice refer to respectively?

[OPEN BOX]

Q8. [All. Multiple response. Randomise.] The harmonised label and notice should be designed in such a way that they are inclusive for all consumers, including vulnerable consumers. In your opinion, which design elements are necessary to ensure that the information on the harmonised label and notice can be understood and recognised by all consumers?

1. Colour contrast
2. Bright colours
3. Visible letters
4. Defined borders
5. Presence of a logo/icon
6. Presence of over-relief
7. Other, please specify [OPEN BOX] (fixed)
98. Don't know (fixed) (exclusive)

Q11. [IF S1 = 2 or 3. Multiple response. Randomise] What logistical or other factors should be taken into account to make the reproduction and display of the harmonised label and notice (in both the online and offline environment) easy and cost efficient for producers and retailers?

1. Limit the use of colours
2. Avoid specific colour tones
3. Provide clear guidelines for usage and reproduction
4. Other, please specify [OPEN BOX] (fixed)
98. Don't know (fixed) (exclusive)

CONCLUSION

C1. [All. Open response, non-mandatory] Do you have any additional comments or suggestions regarding the design and display of the harmonised label?

[OPEN BOX]

C2. [All. Open response, non-mandatory] Do you have any additional comments or suggestions regarding the design and display of the harmonised notice?

[OPEN BOX]

C3. [All. Single response] We will be organising a second survey in about 6 weeks, based on the feedback received during this survey. In particular, we will then ask stakeholders for feedback on different designs of the commercial label and legal notice . Your feedback on these designs is very valuable since it will help us to create a harmonised label and harmonised notice that is easily understandable and recognisable for consumers and easy to use and reproduce for traders and producers.

If you would like to participate in this second survey, thank you for giving consent by providing your email address here:

[OPEN BOX]

[add validation e-mail address]

98. I do not want to participate in this second survey. (exclusive)

[OUTRO. All] Thank you for participating in this survey. Your feedback is very valuable for us. If you have any further questions or would like to provide more detailed feedback, please contact us at EULabelStudy@ipsos-online.com

[END OF SURVEY]

Annex B.3 – Questionnaire for the second stakeholder survey

LANGUAGE

L1. [Single response] Please select the language in which you would like to complete the survey:

1. English
2. German
3. French
4. Polish

[provide correct language variant depending on answer on L1]

INTRODUCTION

Dear Participant,

Thank you for taking the time to participate in this **second survey**. This survey is part of a study commissioned by the **European Commission (DG JUST)** and **European Innovation Council and SMEs Executive Agency (EISMEA)**. Compared to the first survey, this second survey aims to gather stakeholders' feedback on **preliminary designs** of an EU harmonised label for commercial guarantees of durability and an EU harmonised notice for the legal guarantee of conformity. More information about the study is available [here](#). DG JUST and EISMEA have mandated Ipsos NV, as part of a consortium consisting of LE Europe, Ipsos NV and EY, to carry out this survey on its behalf.

The main aim of the harmonised label is to make it easier for consumers to choose sustainable consumption options, and to stimulate demand for, and supply of, consumer goods with a longer lifespan.

The main aim of the harmonised notice is to remind consumers about the existence and the main elements of the legal guarantee of conformity, and to prevent confusion with the information on the commercial guarantee of durability.

The Directive (EU) 2024/825 on empowering consumers for the green transition, which is the legal mandate for the development of this label and notice, can be accessed [here](#).

This survey will take approximately **20 minutes** to complete. You can take the survey on a desktop, laptop, tablet or smartphone. Participation in the survey is voluntary. Your answers throughout this survey will be kept confidential and only be used for the purpose of the study and to produce anonymous research findings and insights. Ipsos will share personal data with the consortium members LE Europe and EY, and with the client EISMEA and DG JUST. No identifiable data will be shared with third parties. For more information on how we are processing and protecting your personal data, please read the Privacy Notice (Scripter: insert hyperlink to https://survey.ipsos.be/privacynotice_EISMEA.pdf).

Do you agree to participate given the above conditions?

1. Yes – I have read the information above and Privacy Notice (Scripter: insert hyperlink to https://survey.ipsos.be/privacynotice_EISMEA.pdf) and agree to take part in the survey.
2. No – I do not agree to take part in this survey. [screen out]

At Ipsos we protect our research and our clients' confidential and intellectual property information. By participating in this survey, you agree to:

- Not share any information included in this survey.
- Not photograph, record, publish on the internet, copy, or reproduce in any way the information included in this survey.
- Not use our client's confidential information for your own benefit, the benefit of a third party or in any way that may negatively affect our client or its image.

Do you acknowledge that you have read and agree to the above points?

1. Yes - I have read the information above and agree to take part in this survey.
2. No - I do not agree to take part in this survey. [screen out]

SCREENERS

S1. [All. Single response. Mandatory] Please indicate which stakeholder group you are part of.

1. Organisation representing consumers
2. Organisation representing businesses
3. Private business
4. Member State authority
5. Other, please specify: **[OPEN BOX]**

S2. [All. Open response. Mandatory] What is the name of the organisation, business, or authority that you represent?
[OPEN BOX]

S5. [All. Open response. Mandatory] In which country is the organisation, business, or authority that you represent active?

1. Active in one country: **[OPEN BOX]**
2. Active in multiple countries: **[OPEN BOX]**
3. Active at EU level
4. Active at a global level

S4. [IF S1 = 2 or 3] [Multiple response. Mandatory] In which sector are you active?
Multiple answers possible.

1. Umbrella organisation representing all/numerous sectors
2. Automobiles and transportation (e.g., cars, bicycles, motorcycles).
3. Baby and child products (e.g., strollers, baby monitors).
4. Electronics and appliances (e.g., smartphones, laptops, tv).
5. Fashion and luxury goods (e.g., designer handbags, watches).
6. Home and garden (e.g., furniture, mattresses, gardening tools).
7. Household goods (e.g., vacuum cleaners, washing machine, refrigerators)
8. HVAC (Heating, Ventilation, and Air Conditioning) (e.g., ventilation systems, air conditioners).
9. Musical instruments and equipment (e.g., guitars, amplifiers).
10. Office supplies and equipment (e.g., printers, office furniture).
11. Personal and health care (e.g., fitness equipment, blood pressure monitors, hair dryers).
12. Pet products (e.g., automatic feeders, baskets).
13. Renewable energy products: (e.g., solar panels, battery storage systems).
14. Security and surveillance (e.g., alarm systems).
15. Smart home and automation (e.g., smart lighting systems).
16. Sports and outdoor (e.g., sport equipment, camping gear)
17. Supermarket (e.g., kitchenware, baby and child products)
18. Toys and games (e.g., electronic toys, gaming consoles).
19. Travel and leisure (e.g., luggage boats or camper vans).
20. Other, please specify: **[OPEN BOX]**

S3. [IF S1 = 2 or 3. Multiple response. Mandatory] Which type of activities, do you or the businesses that you represent perform?
Multiple answers possible.

1. I produce goods - or represent companies producing goods
2. I sell goods directly to the consumer - or represent companies selling goods directly to consumers
3. I both produce and sell goods – or represent companies that both produce and sell goods
98. Other, please specify: **[OPEN BOX]**

HARMONISED LABEL ON THE COMMERCIAL GUARANTEE OF DURABILITY

[INTRO Q1. SHOW TO ALL]

The harmonised label on the commercial guarantee of durability (further referred to as “harmonised label”) will be provided in a prominent manner on goods (e.g., on the packaging of goods), or next to the goods (e.g., on the shelves, or next to the picture of the good for sale in the case of online sale), to allow consumers to easily identify which particular good benefits from a commercial guarantee of durability offered by the producer at no additional cost, covering the entire good, and with a duration of more than two years. In addition, the harmonised label will also include a reminder of the existence of the legal guarantee of conformity (of two years) to avoid consumer confusion.

[Page break]

Now we will show you 6 versions of the harmonised label. These designs were developed based on the results from the first survey undertaken in August/early September in which different groups of stakeholders shared their views on the preferred design of the harmonised label. For each version, we will ask you to provide feedback by completing a few questions.

These 6 designs are provided in black and white. This is because we mainly want to gather your feedback on the basic design elements. Yet, since we are currently still considering whether we will keep these designs in black and white, or whether we will further design them in colour, we also provided a few examples of what the design could look like in colour. That way, you get an idea of how colour would impact the design.

Furthermore, as you will see, the designs for the labels contain the official EU languages. This means that the same label could be used by producers that are active in all EU Member States. However, producers would also have the possibility to adjust the label and keep only the languages relevant for specific countries only.

LABEL 1



TRADEMARK

PRODUCT NAME

10

Aastad	Godine	Rokov
Anni	Jaar	Snin
Anos	Jahre	Vuodet
Ans	Lat	Years
Blianta	Let	År
Évek	Leta	Έτη
Gadi	Metai	Години

Together with GARANT

BG Заедно с | CS Společně s | DA Sammen med | DE Zusammen mit | EL Μαζί με |
 EN Together with | ES Junto con | ET Koos | FI Yhdessä | FR Conjointement avec |
 GA In éineacht le | HR Zajedno s | HU Együtt | IT Insieme a | LT Kartu su | LV Kopā ar |
 MT Flimkien ma' | NL Samen met | PL Wraz z | PT Juntamente com | RO Împreună cu |
 SK Spolu s | SL Skupaj z | SV Tillsammans med



LABEL 2

GUARANTEED PRODUCT DURABILITY



This guarantee is expressed
in years and does not
interfere with your legal
guarantee rights



BG Гарантирана трайност на продукта. Тази гаранция е изразена в години и не нарушава вашите законови права за гаранция | **CS** Zaručená životnost výrobku. Tato záruka je vyjádřena v letech a nenarušuje vaše zákonné práva na záruku | **DA** Garanteret produktholdbarhed. Denne garanti er udtrykt i år og griber ikke ind i dine lovbestemte garantirettigheder | **DE** Garantierte Produkthaltbarkeit. Diese Garantie wird in Jahren ausgedrückt und beeinträchtigt nicht Ihre gesetzlichen Garantierechte | **EL** Εγγυημένη ανθεκτικότητα προϊόντος. Η εγγύηση αυτή εκφράζεται σε έτη και δεν παρεμβαίνει στα νόμιμα δικαιώματα εγγύησης | **EN** Guaranteed Product Durability. This guarantee is expressed in years and does not interfere with your legal guarantee rights | **ES** Durabilidad garantizada del producto. Esta garantía se expresa en años y no interfiere con sus derechos de garantía legal | **ET** Garanteeritud toote vastupidavus. See garanti on väljendatud aastates ega mõjuta teie seaduslikke garantiõigusi | **FI** Taattu tuotteen kestävyys. Tämä takuu ilmaistaan vuosina eikä se vaikuta laillisiin takuuoikeuksiisi | **FR** Longévité garantie du produit. Cette garantie est exprimée en années et n'interfère pas avec vos droits de garantie légaux | **GA** Marthanacht ráthaithe táirge. Léirítear an ráthaithe seo i mblianta agus ní chuireann sí isteach ar do chearta ráthaithe dhlíthiúla | **HR** Zajamčena trajnost proizvoda. Ovo jamstvo izraženo je u godinama i ne utječe na vaša zakonska jamstvena prava | **HU** Garantált termék tartóssága. Ez a garancia években van kifejezve, és nem befolyásolja az Ön törvényes garanciális jogait | **IT** Durata garantita del prodotto. Questa garanzia è espressa in anni e non interferisce con i diritti di garanzia legale | **LT** Garantuotas produkto patvarumas. Ši garantija išreiškta metais ir netrukdo jūsų įstatymų nustatytoms garantinėms teisėms | **LV** Garantēts produkta ilgmūžīgums. Šī garantija ir izteikta gados un neietekmē jūsu likumīgās garantijas tiesības | **MT** Durabilità garantita tal-prodott. Din il-garanzija hija espressa fi snin u ma tinterferixxix mad-drittijiet ta' garanzija legali tieghek | **NL** Gegarandeerde productlevensduur. Deze garantie wordt uitgedrukt in jaren en heeft geen invloed op uw wettelijke garantierechten | **PL** Gwarantowana trwałość produktu. Ta gwarancja jest wyrażona w latach i nie koliduje z ustawowymi prawami gwarancyjnymi | **PT** Esta garantia é expressa em anos e não interfere com os seus direitos de garantia legal | **RO** Durabilitate garantita do produto. Această garanție este exprimată în ani și nu interferează cu drepturile dumneavoastră de garanție legală | **SK** Zaručená životnosť výrobku. Táto záruka je vyjadrená v rokoch a nenaruša vaše zákonné práva na záruku | **SL** Zajamčena trajnost izdelka. Ta garancija je izražena v letih in ne posega v vaše zakonske pravice do garancije | **SV** Garanterad produkthållbarhet. Denna garanti uttrycks i år och påverkar inte dina lagstadgade garantirättigheter

GUARANTEED PRODUCT DURABILITY



This guarantee is expressed
in years and does not
interfere with your legal
guarantee rights



LABEL 3



BG ГАРАНЦИЯ НА ПРОДУКТА. Вие също се ползвате от законовата гаранция в Европейския съюз | **CS ZÁRUKA NA PRODUKT.** Také máte prospěch z právní záruky v Evropské unii | **DA PRODUKTGARANTI.** Du drager også fordel af den lovbestemte garanti i Den Europæiske Union | **DE PRODUKTGARANTIE.** Sie profitieren auch von der gesetzlich Garantie in der Europäischen Union | **EL ΕΓΓΥΗΣΗ ΠΡΟΪΟΝΤΟΣ.** Εμπειρία σας ενόψει από τη νόμιμη σύμβαση στην Ευρωπαϊκή Ένωση | **EN PRODUCT GUARANTEE.** You also benefit from the legal guarantee in the European Union | **ES GARANTÍA DEL PRODUCTO.** También se beneficia de la garantía legal en la Unión Europea | **ET TOOTEGARANTII.** Lisaks saate kasu Euroopa Liidu seaduslikust garantiist | **FI TUOTETAKUU.** Hyödyt myös lakisääteisestä takuusta Euroopan unionissa | **FR GARANTIE DU PRODUIT.** Vous bénéficiez également de la garantie légale dans l'Union européenne | **GA RÁTHAÍOCHT TÁIRGE.** Bainneann tú tairbhé as an ráthaíocht dlíthiúil san Aontas Eorpach freisin | **HR JAMSTVO PROIZVODA.** Također imate koristi od zakonskog jamstva u Europskoj uniji | **HU TERMÉK-GARANCIA.** Ön is részesül az Európai Unióban érvényes törvényes jótállásból | **IT GARANZIA DEL PRODOTTO.** Benefici anche della garanzia legale nell'Unione Europea | **LT PRODUKTO GARANTIJA.** Jūs taip pat naudojates teisinę garantiją Europos Sąjungoje | **LV PRODUKTA GARANTIJA.** Jūs arī gūstat labumu no likumīgās garantijas Eiropas Savienībā | **MT GARANZIJA TAL-PRODOTT.** Inti tibbenefika wkoll mill-garanzija legali fl-Unjoni Ewropea | **NL PRODUCTGARANTIE.** U geniet ook van de wettelijke garantie in de Europese Unie | **PL GWARANCJA PRODUKTU.** Korzystaś również z gwarancji prawnej w Unii Europejskiej | **PT GARANTIA DO PRODUTO.** Você também beneficia da garantia legal na União Europeia | **RO GARANȚIA PRODUSULUI.** De asemenea, beneficiați de garanția legală în Uniunea Europeană | **SK ZÁRUKA NA PRODUKT.** Využívať aj výhody právnej záruky v Európskej únii | **SL GARANCIJA IZDELKA.** Koristite tudi zakonsko garancijo v Evropski uniji | **SV PRODUKTGARANTI.** Du drar också nytta av den lagstadgade garantin i Europeiska unionen



EN GARANTIA DEL PRODUCTO. También se beneficia de la garantía legal en la Unión Europea | **ES GARANTÍA DEL PRODUCTO.** También se beneficia de la garantía legal en la Unión Europea | **ET TOOTEGARANTII.** Lisaks saate kasu Euroopa Liidu seaduslikust garantiist | **FI TUOTETAKUU.** Hyödyt myös lakisääteisestä takuusta Euroopan unionissa | **FR GARANTIE DU PRODUIT.** Vous bénéficiez également de la garantie légale dans l'Union européenne | **GA RÁTHAÍOCHT TÁIRGE.** Bainneann tú tairbhé as an ráthaíocht dlíthiúil san Aontas Eorpach freisin | **HR JAMSTVO PROIZVODA.** Također imate koristi od zakonskog jamstva u Europskoj uniji | **HU TERMÉK-GARANCIA.** Ön is részesül az Európai Unióban érvényes törvényes jótállásból | **IT GARANZIA DEL PRODOTTO.** Benefici anche della garanzia legale nell'Unione Europea | **LT PRODUKTO GARANTIJA.** Jūs taip pat naudojates teisinę garantiją Europos Sąjungoje | **LV PRODUKTA GARANTIJA.** Jūs arī gūstat labumu no likumīgās garantijas Eiropas Savienībā | **MT GARANZIJA TAL-PRODOTT.** Inti tibbenefika wkoll mill-garanzija legali fl-Unjoni Ewropea | **NL PRODUCTGARANTIE.** U geniet ook van de wettelijke garantie in de Europese Unie | **PL GWARANCJA PRODUKTU.** Korzystaś również z gwarancji prawnej w Unii Europejskiej | **PT GARANTIA DO PRODUTO.** Você também beneficia da garantia legal na União Europeia | **RO GARANȚIA PRODUSULUI.** De asemenea, beneficiați de garanția legală în Uniunea Europeană | **SK ZÁRUKA NA PRODUKT.** Využívať aj výhody právnej záruky v Európskej únii | **SL GARANCIJA IZDELKA.** Koristite tudi zakonsko garancijo v Evropski uniji | **SV PRODUKTGARANTI.** Du drar också nytta av den lagstadgade garantin i Europeiska unionen

LABEL 4



BG Гаранция на производителя | CS Záruka výrobce | DA Producentgaranti | DE Herstellergarantie | EL Εγγύηση παραγωγού
 EN Producer guarantee | ES Garantía del fabricante | ET Tootjagarantii | FI Valmistajan takuu | FR Garantie du fabricant |
 GA Ráthacht an táirgeora | HR Jemstvo proizvođača | HU Gyártói garancia | IT Garanzia del produttore | LT Gamintojo
 garantija | LV Ražotāja garantija | MT Garanzija tal-produttur | NL Fabrieksgarantie | PL Gwarancja producenta | PT Garantia do
 fabricante | RO Garanția producătorului | SK Záruka výrobcu | SL Garancija proizvajalca | SV Tillverkargaranti



BG Гаранция на производителя | CS Záruka výrobce | DA Producentgaranti | DE Herstellergarantie | EL Εγγύηση παραγωγού
 EN Producer guarantee | ES Garantía del fabricante | ET Tootjagarantii | FI Valmistajan takuu | FR Garantie du fabricant |
 GA Ráthacht an táirgeora | HR Jemstvo proizvođača | HU Gyártói garancia | IT Garanzia del produttore | LT Gamintojo
 garantija | LV Ražotāja garantija | MT Garanzija tal-produttur | NL Fabrieksgarantie | PL Gwarancja producenta | PT Garantia do
 fabricante | RO Garanția producătorului | SK Záruka výrobcu | SL Garancija proizvajalca | SV Tillverkargaranti

LABEL 5



LABEL 6



10
years

TRADEMARK

PRODUCT
NAME

BG Година | CS Let | DA År | DE Jahre | EL Έτη | EN Years | ES Años | ET Aastad | FI Vuodet | FR Ans
| GA Blianta | HR Godine | HU Évek | IT Anni | LT Metai | LV Gadi | MT Snin | NL Jaar | PL Lat |
PT Anos | RO Ani | SK Rokov | SL Leta | SV År

In addition to the legal guarantee

BG В допълнение към законовата гаранция | CS Kromě zákonné záruky | DA Ud over den lovbestemte garanti | DE Zusätzlich zur gesetzlichen Gewährleistung | EL Επιπλέον της νόμιμης εγγύησης | EN In addition to the legal guarantee | ES Además de la garantía legal | ET Lisaks seadusest tulenevale garantile | FI Lakisääteisen takuun lisäksi | FR En plus de la garantie légale | GA Sa bhreis ar an ráthaíocht dhlíthiúil | HR Uz zakonsko jamstvo | HU A törvényes jótálláson felül | IT In aggiunta alla garanzia legale | LT Be teisėtos garantijos | LV Papildus likumā noteiktajai garantijai | MT Minbarra l-garanzija legali | NL Naast de wettelijke garantie | PL Oprócz gwarancji prawnej | PT Além da garantia legal | RO Pe lângă garanția legală | SK Okrem zákonnej záruky | SL Poleg zakonske garancije | SV Utöver den lagstadgade garantin



[Show questions Q2-Q5&Q15 for each one of the 6 labels individually. Randomise order in which these labels are shown + capture order. Show label on top of page or on the side of the page for each question. Name questions Q2_1 till Q2_6, Q3_1 till Q3_6, Q4_1 till Q4_6, Q5_1 till Q5_6, Q15_1 till Q15_6]

[Show Q2-Q5 together on one page]

Q2 [All. Progressive grid. Mandatory] Please indicate to which extent you agree with the following statements about this design of the harmonised label:

Rows (randomise):

1. The overall design is **attractive**.
2. The design is **understandable**, it conveys in a clear way information about the commercial guarantee of durability
3. The information is **structured** well, it is easy to see which part of the information is most important.
4. The **language** that is used is easy to understand.
5. The design has the **right amount of text**.
6. The design is **recognisable**, it can be applied to all relevant products
7. The design **reminds** consumers about the **existence of the legal guarantee of conformity** in a clear way.
8. The design is suitable to be placed on the **products' package or on the good itself**.
9. The design is suitable to be placed in **an offline brick-and-mortar store** (e.g., on the shelf next to the product).
10. The design is suitable to be placed in **an online e-commerce store** (e.g., next to the product description or picture of the good).

Columns:

1. Strongly disagree
2. Disagree
3. Somewhat disagree
4. Neutral
5. Somewhat agree
6. Agree
7. Strongly agree

Q15 [All. Closed response. Mandatory.] Which colour tones would you prefer for this design?

1. Black and white
2. Colours, no preference on which colours
3. Colours, preference to have the following colours: **[OPEN BOX]**
4. Both options need to be provided to the producer, producers then decide whether they use the black and white or the coloured version
5. I don't have a preference

Q3 [IF S1 = 2, 3 or 4. Progressive grid. Mandatory] Please indicate to which extent you agree with the following statements about the usability of the design for producers and traders:

Rows (randomise):

1. The design is **easy to use, and reproduce**, for traders and producers, including for the ones active in more than one Member state.
2. Reproducing and multiplying the design will be **cost-effective** for traders and producers.

Columns:

1. Strongly disagree

2. Disagree
3. Somewhat disagree
4. Neutral
5. Somewhat agree
6. Agree
7. Strongly agree

Q4. [All. Open response. Not mandatory] Thinking now about all the things you stated that are working well or not with the design and usage of the label, can you explain in your own words what could be improved about this design? Please indicate and explain if there is any highly problematic element in your view.

Q5 [All. Closed response. Mandatory] In your opinion, is there any important information about the commercial guarantee of durability missing in this design?

1. No, all important information is mentioned.
2. Yes, the following information is missing **[OPEN BOX]**

Q6 [All. Closed response. Mandatory. Randomise items 1-5]. Which name would you find most suitable for the harmonised label on the commercial guarantee of durability? This name may be potentially integrated into the design of the label itself.

1. Guaranteed product durability
2. Guarantee
3. Producer guarantee
4. Product guarantee
5. Additional product guarantee
6. The names above are acceptable, but I still prefer another name **[OPEN BOX] (fixed position)**
7. The names above are **not** acceptable, I would change it to **[OPEN BOX] (fixed position)**
8. I prefer a label without name **(fixed position)**

Q7 [All. IF Q6 = 6 or 7. Open response. Not mandatory.] Please explain why you believe another name would be more suitable.
[OPEN BOX]

Q8 [All. Closed response. Mandatory] The harmonised label might provide producers with the option to add their name, reference to the product's model and/or a digital item, like a QR code. This digital item could then guide consumers to the commercial guarantee statement, providing more detailed information about the exact terms and conditions of the commercial guarantee of durability for that specific good. These pieces of information would be provided by the **producer** of the good themselves. Can you indicate which of these pieces of information (i.e., producer's name, product reference, digital item) you would find useful to add to the harmonised label?

1. Producer's name, product reference and digital item
2. Only producer's name and product reference, **no** digital item
3. Only the digital item
4. None of these three information pieces, because **[OPEN BOX]**
5. Other **[Open Box]**

HARMONISED NOTICE ON THE LEGAL GUARANTEE OF CONFORMITY

[INTRO Q9. SHOW TO ALL] As introduced, in addition to the harmonised label, a harmonised notice on the legal guarantee of conformity (further referred to as “harmonised notice”) will be developed.

The harmonised notice will be a compulsory notice for shops selling consumer goods to remind consumers about the existence and the main elements of the legal guarantee, including its minimum duration of two years as provided in [Directive \(EU\) 2019/771](#) as well as a general reference to the possibility that the duration of the legal guarantee of conformity is longer under national law.

[Page break]

Next, we will show you 5 versions of the harmonised notice. These designs were developed based on the results from the first survey undertaken in August/early September in which different groups of stakeholders shared their insights and views on the preferred design of the harmonised notice. For each version, we will ask you to provide feedback by completing a few questions.

Similar to the harmonised label, each design is provided in black and white to gather your feedback on the basic design elements. Yet, since we are currently still considering whether we will keep these designs in black and white, or whether we will further design them in colour, some of the black and white designs are accompanied with versions in colour to give you an idea of how colour would impact the design.

Unlike the harmonised label (which is a multiple-language label), the designs for the harmonised notice are displayed during this survey only in one language. The final harmonised notice will be translated and available in all EU official languages.

NOTICE 1

GARANT



YOUR PROTECTION AGAINST DEFECTIVE PRODUCTS IN THE EU



As EU consumer, you are entitled to a minimum 2-year legal guarantee from the time of delivery for products that for example:

- Fail to match the product description
- Do not meet the advertised qualities
- Are not fit for the intended purpose
- Do not demonstrate the normal quality and performance expected
- Are incorrectly installed due to inadequate instructions



Your rights under the legal guarantee:

1. Free repair or replacement by a new product, or in some cases price reduction or full reimbursement
2. If you choose to repair the product instead of replacing it, you have one extra year of legal guarantee protection.
3. The seller is liable

Some EU countries have a longer legal guarantee period under their national law



What to do if you receive a defective product:

1. Contact the seller as soon as possible to report the issue
2. Provide the receipt, invoice or bank statement proving your purchase
3. If a dispute arises, consult the consumer protection authority in your country

Ask the seller for more information about your legal guarantee rights.

You may be offered additional commercial guarantees by the seller or producer.

GARANT



YOUR PROTECTION AGAINST DEFECTIVE PRODUCTS IN THE EU



As EU consumer, you are entitled to a minimum 2-year legal guarantee from the time of delivery for products that, for example:

- Fail to match the product description
- Do not meet the advertised qualities
- Are not fit for the intended purpose
- Do not demonstrate the normal quality and performance expected
- Are incorrectly installed due to inadequate instructions



Your rights under the legal guarantee:

1. Free repair or replacement by a new product, or in some cases price reduction or full reimbursement
2. If you choose to repair the product instead of replacing it, you have one extra year of legal guarantee protection.
3. The seller is liable

Some EU countries have a longer legal guarantee period under their national law



What to do if you receive a defective product:

1. Contact the seller as soon as possible to report the issue
2. Provide the receipt, invoice or bank statement proving your purchase
3. If a dispute arises, consult the consumer protection authority in your country

For details, please consult the national legal guarantee law in your country or contact the consumer protection authority in your country.

NOTICE 2

LEGAL GUARANTEE

A protection against faulty products



3 principles

Covers defective products for 2 years from the time of delivery. Some EU countries have a longer legal guarantee period under their national law

Entitles to free repair or replacement, or in some cases price reduction or full reimbursement

The seller is liable

LEGAL GUARANTEE

A protection against faulty products



3 principles



Covers defective products for 2 years from the time of delivery. Some EU countries have a longer legal guarantee period under their national law



Entitles to free repair or replacement, or in some cases price reduction or full reimbursement



The seller is liable

NOTICE 3



You benefit from the legal guarantee in the European Union

If products are defective, all consumers in the European Union have a 2-year legal guarantee right from the time of delivery of these products, entitling them to free

-  **repair**
-  **or replacement,**
-  **or in some cases price reduction or full reimbursement.**

A consumer can invoke the legal guarantee for example if a product fails to meet the advertised description or quality, or if it was incorrectly installed due to inadequate instructions.

Some EU countries have a longer legal guarantee period under national law.
Get more information from the seller or the consumer protection authority in your country!



You benefit from the legal guarantee in the European Union

If products are defective, all consumers in the European Union have a 2-year legal guarantee right from the time of delivery of these products, entitling them to free

-  **repair**
-  **or replacement,**
-  **or in some cases price reduction or full reimbursement.**

A consumer can invoke the legal guarantee for example if a product fails to meet the advertised description or quality, or if it was incorrectly installed due to inadequate instructions.

Some EU countries have a longer legal guarantee period under national law.
Get more information from the seller or the consumer protection authority in your country!

NOTICE 4



By law, consumers are entitled to guarantee for conformity defects for 2 years or longer subject to country specific law.

Repairs or replacements of the defective product should be carried out free of charge. In certain situations consumers are entitled to a price reduction or a full reimbursement.

Scan the code for more information on your rights & applicable conditions.



NOTICE 5



LEGAL GUARANTEE

Minimum 2-year legal guarantee under EU law:
in case of defective products or products that are not
matching description, consumers have the right to free



repair



or replacement,



or in some cases partial
or full reimbursement.

Some EU countries have introduced a longer guarantee period. Ask the seller for more information.

[Show questions Q10-Q13&Q16 for each one of the five notices individually. Randomise order in which these notices are shown + capture order. Show notice on top of page or on the side of the page for each question. Name questions Q10_1 till Q10_5, Q11_1 till Q11_5, Q12_1 till Q12_5, Q13_1 till Q13_5, Q16_1 till Q16_5]

[Show Q10-Q13 together on one page]

Q10 [All. Progressive grid. Mandatory] Please indicate to which extent you agree with the following statements about this design of the harmonised notice:

Rows (randomise):

1. The overall design is **attractive**.
2. The design is **understandable**, it conveys the information about the main elements of the legal guarantee of conformity in a clear way.
3. The information is **structured** well, it is easy to see which part of the information is most important.
4. The **language** that is used is easy to understand.
5. The design has the **right amount of text**.
6. The design is **recognisable** and suitable to be placed in **an offline brick-and-mortar store** (e.g., on the wall in the aisles, at the entrance/exit door, next to the check-out counter).
7. The design is **recognisable** and suitable to be placed in **an online e-commerce store** (e.g., on the homepage, on the page of the product, on the shopping cart page).

Columns:

1. Strongly disagree
2. Disagree
3. Somewhat disagree
4. Neutral
5. Somewhat agree
6. Agree
7. Strongly agree

Q16 [All. Closed response. Mandatory.] Which colour tones would you prefer for this design?

1. Black and white
2. Colours, no preference on which colours
3. Colours, preference to have the following colours: **[OPEN BOX]**
4. Both options need to be provided to the trader, traders then decide whether they use the black and white or the coloured version
5. I don't have a preference

Q11 [IF S1 = 2, 3 or 4. Progressive grid. Mandatory] Please indicate to which extent you agree with the following statements about the usability of the design for traders (knowing that the notice will be available in language versions for all EU Member States):

Rows (randomise):

1. The design is **easy to use, and reproduce** for traders, including traders active in more than one Member state.
2. Reproducing and multiplying the design will be **cost-effective** for traders.

Columns:

1. Strongly disagree
2. Disagree
3. Somewhat disagree

4. Neutral
5. Somewhat agree
6. Agree
7. Strongly agree

Q12. [All. Open response. Not mandatory] Thinking now about all the things you stated that are working well or not with the design and usage of the notice, can you explain in your own words what could be improved about this design? Please indicate and explain if there is any highly problematic element in your view.

Q13 [All. Closed response. Mandatory.] In your opinion, is there any important information about the legal guarantee of conformity missing in this design?

1. No, all important information is mentioned.
2. Yes, the following information is missing **[OPEN BOX]**

Q14 [All. Closed response. Mandatory.] The harmonised notice might provide the option to add a digital item, like a QR code. This digital item would lead consumers to more detailed information about the specific rules regarding the legal guarantee of conformity in their Member State (such as its exact duration). This information would be **made available by the Member State**. Do you think such a digital item would be useful?

1. Yes
2. No, because **[OPEN BOX]**

CONCLUSION

C1. [All. Open response. Not Mandatory] Do you have any additional comments or suggestions regarding the design, use or information of the **harmonised label**?

[OPEN BOX]

C2. [All. Open response. Not Mandatory.] Do you have any additional comments or suggestions regarding the design, use or information of the **harmonised notice**?

[OPEN BOX]

C3. [All. Single response. Not Mandatory.] Did you also take part in our first survey?

1. Yes
2. No
98. I don't know

[OUTRO. All] Thank you for participating in this survey. Your feedback is very valuable for us.

If you have any further questions or would like to provide more detailed feedback through a dedicated interview, please contact us at EULabelStudy@ipsos-online.com

[END OF SURVEY]

Annex B.4 – Discussion guide for consumer workshops

BACKGROUND INFO (SEE SCREENER FOR MORE INFO)

Workshop Objectives

To evaluate the initial set of 6 designs concepts of the harmonised label and 5 designs concepts of the harmonised notice with consumers on:

- Whether the label and notice impact consumers' awareness of their rights.
- Whether the label and notice increase consumer's recognition, understanding, trust and recall.
- Whether the label incentivizes consumers to choose the product with the label.
- Whether the label and notice are equally effective online vs. offline.
- Whether the effectiveness of the label and notice is hampered by other information.
- Whether the label and notice are understandable for all consumers, including vulnerable groups.

Workshop format, duration, and target group

There are four workshops organised in each one of the three countries, so twelve workshops in total.

Workshop format, duration, and target group

- **Online Workshop 1 (75 mins):** 7-8 participants, adults 35-65 years or older, with a lower level of education, defined as *"individuals who have completed secondary education but have not pursued or completed any form of post-secondary education, such as vocational training, associate degrees, or bachelor's degrees"*
- **Online Workshop 2 (75 mins):** 7-8 participants, adults 35-65 years or older, with a higher level of education, defined as *"individuals who have completed post-secondary education, such as vocational training, associate degrees, or bachelor's degrees"*.
- **Online Workshop 3 (75 mins):** 7-8 participants, young adults, aged 16-34, including at least 1 participant falling into our definition of "children" (16-18 y.o.).
- **Face-to-face (F2F) workshop (2 hours):** 7-8 participants, adults 25-65 years or older, citizens with disabilities such as low-vision, colour blindness, and other visual impairments.

Countries: Germany, Spain, Poland

Note on materials used:

- Online workshop is held on Miro. Only one Miro address/board will be used per country, to facilitate data analysis and synthesis. Each online workshop will be conducted with the support of different spaces, called "Frames" on Miro. These Frames allow the moderator to quickly bring all participants to see the same screen and displayed information. Different Frames are outlined after the description of each activity.
- For the F2F workshop, we outlined below the different "Posters" to be used throughout the workshop. These Posters are either a print out of information on a big poster-size paper, or, depending on the content, can be also information pre-written on a whiteboard (e.g. the agenda of the day).

WORKSHOP ACTIVITIES & DISCUSSION GUIDE

a) Introduction and objectives (4 minutes online / 6 minutes F2F)

Description: Welcome participants, briefly introduce the purpose and objectives of the workshop, and outline the agenda and activities.

Moderator script: *Thank you all for joining today. As you have already been informed, the purpose of this workshop is to gather feedback on the initial preliminary designs of an EU harmonised label for producer guarantees of product durability (meaning the lifespan of products) and an EU harmonised notice for the legal guarantee.*

My name is ... , and I will be moderating this workshop today, together with my colleague We are researchers from Ipsos, a research company that is in charge of this workshop, and others that are happening in parallel in other countries.

*As you have been informed by the recruiter, I want to stress that any information you provide during this workshop will be held securely in accordance with the **Privacy Notice** shared with you during recruitment. The information will be used for the purpose of the research project. The study is being carried out by Ipsos and its local agencies/partners, on behalf of the European Commission (DG JUST) and European Innovation Council and SMEs Executive Agency (EISMEA). Your personal identity (name, last name) will only be shared with our Ipsos central team and will not be shared with other companies nor with the European Commission. The workshop will be recorded with the only purpose of data analysis, and the video recording will not be shared with the European Commission (only the aggregated results and transcripts will be shared). If you agree, I will now start the video recording.*

Note for moderator: In case you want to let participants introduce themselves, please make sure that this is done at this point, before the recording has started. To make sure the recordings and transcripts contain as little identifiable data as possible.

Also, can we ask you to make a note of when someone reveals possible identifiable data during the workshop so we can delete this out of the transcripts later on? You can then note down the exact timing of the recording when a respondent said this (e.g., 14min35sec) and also the actual information that needs removing. In case the identifiable data was shared while being in a breakout room/table, please also note down which breakout room/table so we can find the information in the correct transcript.

This workshop is part of a project that has the objective of defining one design for the EU harmonised label for producer guarantees of product durability and one design for the EU harmonised notice for the legal guarantee. Before diving into the workshop activities, let me explain what the EU harmonised label and notice are.

***The EU harmonised notice for the “legal guarantee”** will be a compulsory notice for shops selling durable goods (e.g., a vacuum cleaner, laptop, couch, bike) to remind consumers about the existence and the main elements of their legal guarantee rights. For example, if a product has a defect or does not meet the quality as advertised, consumers have the right to require the seller to either replace the good, or get the good repaired for free, or to have a partial or a complete refund. This legal guarantee is set to have a minimum duration of two years, but some countries in the European Union might have a longer duration (e.g. in Portugal or Sweden it is 3 years). We call it a harmonised notice because this notice **is mostly expressed with text**, and it integrates the same information about the legal guarantee relevant for all EU countries.*

***The EU harmonised label for “producer guarantees of product durability”** is a label that refers to a guarantee offered by a producer for a specific product at no additional cost. In case that product has a defect during the period indicated, the producer will need to replace or repair the good for free.. Such commitment is provided voluntarily by the producer, should be longer than 2 years and is additional to your legal guarantee rights. This kind of guarantees will have to be displayed to consumers via the harmonised label in a prominent manner on goods (e.g., on the packaging of goods), or next to the goods (e.g., on the shelves, or next to the picture of the good in the case of online sale), to allow consumers to easily identify and choose consumer goods with a longer lifespan. In addition, the harmonised label will also include a reminder of the existence of the legal guarantee (which is described in the notice) to avoid consumer confusion. We call it a harmonised label because this label is **rather visual**, and integrates the same information about the producer guarantee of product durability for all EU countries.*

As I mentioned, we will be evaluating some designs for both the harmonised label and harmonised notice. Keep in mind that these designs are prototypes, and the designers will improve them also based on the feedback we are gathering today. I was not involved in the design of these prototypes, so I won't be offended by any of your comments. Feel comfortable to speak freely and share your honest opinion on the designs you will see.

*Before we go over the **agenda** for today, do you have any questions?*

The workshop will take about 75 minutes (2 hours if F2F) in total and we will go over the following activities:

- a) Welcome and agenda presentation
- b) How to use the tool
- c) Participants experience with labels in general
- d) Harmonised labels: design options feedback
- BREAK (only F2F)-----
- e) Harmonised notice: design options feedback
- f) Final voting

Note for moderator: During the pilot, we would like to test whether starting with the designs of the labels first might have an impact on how the designs for the notice are evaluated. Therefore, to see what works best and also rule out any effects, we would like you to start with the labels in 1 out of the online workshops and in the F2F workshop and start with the notices in 2 of the online workshops.

Online WS materials: WS agenda on Miro board (Frame 1)

F2F WS materials: WS agenda on whiteboard (Poster 1)

b) How to use the tool (6 minutes / 10 minutes F2F)

Description: Through a short activity involving writing post-it notes and voting, participants will learn how to use the tool that will be used for the workshop. The activity allows to explore familiarity with labels and information that is important when shopping for durable goods. Participants write what information/labels they look at, and then vote for the most important post-its.

Moderator script: *I will now invite all of you to learn how to use the tools for the workshop today, by doing a simple activity. You will need to write post-its on the whiteboard/miro board, in the space just under your name.*

Write all the information and labels that you look at and pay attention to, when you shop for durable goods, either online or in a physical shop. A durable good is a product that does not wear out quickly and is typically used for a long period of time, often 3 years or more. These goods are often more expensive than nondurable goods. Examples include vehicles, appliances, furniture, sport equipment, and electronics.

Write one post-it per label. If you do not know the name of the label you can just write what is the information that you pay attention to when shopping for durable goods, as not everything might be on a label. Write then one post-it per piece of information that you pay attention to.

(After 5 minutes). Now we will use the voting tool (sticky dots or voting system on Miro). You can look through the board, read what others have written and vote for those post-its that describe labels or pieces of information that in your opinion are very important to look at when shopping for durable goods. You have a maximum of 3 votes.

Online WS materials: Table with names of participants on separate columns, post-its and voting dots on Miro board (Frame 2)

F2F WS materials: Poster/whiteboard with names of participants on separate columns, paper post-its and pens, and markers for voting dots (Poster 2)

c) Participants introduction (10 minutes / 15 minutes F2F)

Description: Participants share their experience with labels in general to get comfortable with speaking to the group.

Moderator script: *Now that each one of you has written some post-its and is comfortable with the tools we will be using today, I will ask you to briefly explain what are the labels/information that you look at when shopping for durable goods. You can mention the post-its that you wrote, or those that you voted for.*

d) Harmonised labels: design options feedback (24 minutes / 42 minutes F2F)

Note for moderator: Start with discussing the labels in 1 of the online workshops and in the F2F workshop.

Description: Participants look at the 6 harmonised label designs and give feedback, first describing freely what they understand from the label, and second giving feedback on what can be improved on each label. The activity is introduced to all participants, and then presented per break-out room/table.

Moderator script: *We will now look at a series of ideas for the harmonised label on the producer guarantee of product durability . There is a total of 6 different prototypes, and we will look at them one at a time, to discuss how each design can be improved.*

For this exercise, we are splitting the group in a smaller break-out room/table, with a different moderator per room/table. The moderator that is assigned to your group will explain the exercise. For your reference, this exercise will last about 24/42 minutes, and you will have about 4/7 minutes to spend on each of the 6 designs you will be shown.

Note for moderator: Designs will be discussed one by one in a pre-defined order. This order is different for each break-out room or table.

In the break-out room or per table

We will now look at one design, and we can spend a couple of minutes sharing what you understand from the design. You can describe the elements you see, and share how you interpret the information that is conveyed. While you talk, I will take notes on some post-its next to the design (yellow post-its).

I will now explain to you the label and each single element of it, so you can better understand why it was designed this way...

Now, I would like for each one of you to use different coloured post-its to write down the positive aspects of this design (green post-its) and the negative aspects that should be improved (orange post-its). You can write post-its that speak about the design in general, or about the specific visual elements within the label.

For the green post-its, you can think of the following questions:

- *What is the first element that you see on the label?*
- *Is a visual element easy to interpret?*
- *Is the overall design clear?*
- *Is the overall shape of the label pleasant/attractive?*

For the **orange post-its**, you can think of the following questions:

- *How would I change a visual element or text to make it easier to understand?*
- *How would I improve the design to make it clearer?*
- *How would I improve the overall design to make it more pleasant/attractive?*
- *Is there any other label that this one is reminding me of, that I would confuse with this one? Why?*
- *Is there any durable good or type of shop for which this design could create confusion?*

When writing your post-its, comment also on the following important aspects (moderator can also further prompt on this):

- *The impact that this label could have on your awareness on your rights*
- *The impact this label could have on the decision to purchase a good*
- *Considerations if the label was easy or difficult to understand*
- *The impact of this label on the trust you have in a product or in the producer*
- *Considerations if the label would be easy or difficult to recall after you have seen it*
- *Considerations if the label is suited and effective if seen both on-line and off line*
- *Considerations if the label is easy or difficult to understand for all consumers, including people with difficulties in reading/seeing.*

Now, we can move to the following design. (Repeat until the 6 designs have been discussed).

[Go back to full room setting. F2F only will take a 5 mins break](#)

Online WS materials: 1 Miro board with 2 dedicated frames

- Frame 3: space dedicated to adding post-its:

- **yellow post-its:** moderator writing what is shared by participants
- **green post-its:** participants writing positive aspects
- **orange post-its** : participants writing negative aspects

- Frame 4: space including the designs with the descriptions that moderators will use to explain the labels to participants (meaning of icons, explanation of what the QR code should contain, explanation of what areas can be modified by producers, etc).

F2F WS materials:

- 1 print out per table of each label in big format (A3 or bigger). This poster will be used to stick all post-its (Poster 3):

- **yellow post-its:** moderator writing what is shared by participants
- **green post-its:** participants writing positive aspects
- **orange post-its** : participants writing negative aspects

- 1 print out per participant of labels in A4 size (for individual reference)

- post-its, pens, markers for each individual

- Print-out for moderators (in A3 size), with description of each label to be used when explaining the labels (Poster 4)

e) Harmonised notice: design options feedback (20 minutes / 30 minutes F2F)

Note for moderator: Start with discussing the notices in 2 of the online workshops.

Description: Participants look at the 5 harmonised notice designs and give feedback, first describing freely what they understand from each notice, and second giving feedback on what can

be improved on each notice. The activity is introduced to all participants, and then presented per break-out room/table.

Moderator script: *We will now look at a series of ideas for the harmonised notice on the legal guarantee. There is a total of 5 different prototypes, and we will look at them one at a time, to discuss how each design can be improved.*

For this exercise, we are splitting the group in a smaller break-out room/table, with a different moderator per room/table. The moderator that is assigned to your group will explain the exercise. For your reference, this exercise will last about 20/30 minutes, and you will have about 4/6 minutes to spend on each of the 5 designs you will be shown.

Note for moderator: Designs will be discussed one by one in a pre-defined order. This order is different for each break-out room or table.

In the break-out room or per table.

We will now look at one design, and we can spend a couple of minutes to read and digest the information. I would like for you to freely discuss if the information presented is clear, or if there is any question that this design triggers. While you talk, I will take notes on some post-its next to the design (yellow post-its).

I will now explain to you the notice and each single element of it, so you can better understand why it was designed this way... (this moment will also allow to explain how the notice is related to one of the labels)

Now, I would like for each one of you to use different colour post-its to write down the positive aspects of this design (green post-its) and the negative aspects that should be improved (orange post-its). You can write post-its that speak about the design in general, or about the specific visual elements within the notice.

For the green post-its, you can think of the following questions:

- *What is the first element that you notice on the label?*
- *Is the text and its meaning clear?*
- *Is there any graphing element that is conveying extra useful? Is the general design overall pleasant?*

For the orange post-its, you can think of the following questions:

- *How would I improve the text to make it easier to understand or more complete?*
- *How would I improve the visual elements to make the design clearer?*
- *How would I improve the overall design to make it more pleasant/attractive?*
- *Is there any other label or information I know of that I would confuse with this one?*
- *Is there type of shop for which this design could create confusion? (Remember the harmonised notice will be displayed in a visible way in shops and online)*

When writing your post-its, also consider the following (moderator can also further prompt on this):

- *The impact that this notice would have on your awareness on your rights*
- *Considerations if the notice was easy or difficult to understand*
- *The impact of this notice on the trust you have on a product or on the producer*
- *Considerations if the notice would be easy or difficult to recall after you have seen it*
- *Considerations if the notice is suited and effective if seen both on-line and off line*
- *Considerations if the notice is easy or difficult to understand for all consumers, including people with difficulties in reading/seeing.*

Now, we can move to the following design. (Repeat until the 5 designs have been discussed).

[Go back to full room setting](#)

Online WS materials: 1 Miro board with 2 dedicated spaces (called “Frames” on Miro). These Frames allow the moderator to quickly bring all participants to the same view on the board, depending on what is being discussed:

- Frame 5: space dedicated to adding post-its:

- **yellow post-its:** moderator writing what is shared by participants
- **green post-its:** participants writing positive aspects
- **orange post-its:** participants writing negative aspects

- Frame 6: space including the designs with the descriptions that moderators will use to explain the notices to participants (meaning of icons, explanation of what the QR code should contain, explanation of what areas can be modified by producers, etc).

F2F WS materials:

- 1 print out per table of each notice in big format (A3 or bigger). This poster will be used to stick all post-its (Poster 5):

- **yellow post-its:** moderator writing what is shared by participants
- **green post-its:** participants writing positive aspects
- **orange post-its:** participants writing negative aspects

- 1 print out per participant of notices in A4 size (for individual reference)

- post-its, pens, markers for each individual

- Print-out for moderators (in A3 size), with description of each notice to be used when explaining them (Poster 6)

f) Final voting (9 minutes / 12 minutes F2F)

Description: Participants look at all harmonised labels and harmonised notices together and vote for their favourite label and favourite notice.

Moderator script: *Now that we have looked at each design for the harmonised label and notice, I would like for you to take a minute to cast a vote on what is the best label and what is the best notice design in your opinion. Each of you has 2 votes to cast, one for the label, and one for the notice.*

Now that each one of you has voted, we can do a round where each one of you can summarise what was the preferred designs, and why.

Online WS materials: Table with all 6 harmonised labels and all 5 harmonised notices on Miro board, voting dots (2 per participant). (Frame 7)

F2F WS materials: Poster/whiteboard with all 6 harmonised labels and all 5 harmonised notices, and markers for voting dots (2 per participant). (Poster 7)

g) Conclusion

Thank you all for your active participation in this workshop, and for your time dedicated to this important topic. The team of designers will review and improve these harmonised labels and harmonised notices based also on this input and the input of other workshops like this. Next, there will be another round of research with consumers and stakeholders, to choose and finalise only one best design for the label, and one for the notice.

