

**EUROPEAN COMMISSION** 

# **QUESTIONS & ANSWERS**

Brussels, 30 July 2024

#### **Disclaimer:**

This document provides answers to frequently asked questions by stakeholders related to 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. Any views expressed in this document are the preliminary views of the European Commission (EC) services and may not under any circumstances be regarded as stating an official position of the EC. Only the Court of Justice of the European Union is competent to authoritatively interpret EU law.

## Why do EU rules need to promote repair?

Promoting repair is part of the EU's <u>circular economy strategy</u>, which aims to extend the lifecycle of products, reduce waste, and create a more sustainable economic model. It also stimulates new business models and job creation in the repair and maintenance sectors, including in the social economy.

Repair of goods can lower costs for consumers by reducing the need for frequent replacements.

These new EU rules align with the broader EU policies on sustainable development and climate action, such as the European Green Deal.

#### What is the Directive precisely doing to promote repair?

The Directive promoting the repair of goods aims at increasing the repair and reuse of goods both within and outside the legal guarantee.

Within the legal guarantee, the Directive amends the <u>Sale of Goods Directive (EU) 2019/771</u> providing the consumers with a 12-month extension of the legal guarantee if they chose repair over replacement.

Outside of the legal guarantee, manufacturers of repairable goods (i.e., goods subject to reparability requirements in EU law listed in Annex II of the Directive) will be obliged to repair within a reasonable amount of time and at a reasonable price. Where manufacturers are under obligation to provide spare parts or provide spare parts voluntarily for these goods, they will have to charge reasonable prices for those spare parts.

A European online repair platform will be established to make it easier for consumers to find the repairers.

## Obligation to repair

#### Which products will the manufacturers have to repair?

The manufacturers will have to repair the goods listed in Annex II of the Directive, containing goods for which there are repairability requirements set out in EU legal texts, such as the implementing measures adopted under the <u>Ecodesign Directive</u> and delegated acts under the <u>Ecodesign for Sustainable Products Regulation (ESPR)</u>. The list in Annex II will be updated annually when new repairability requirements are established for new products, especially in the ESPR framework.



This list currently includes: washing machines, washer-dryers, fridges, dishwashers, TVs, vacuum cleaners, tumble dryers, welding equipment, smartphones, tablets, cordless phones, servers and data storage products, and goods incorporating light means of transport batteries.

# What do reparability requirements mean in practice?

Reparability requirements are technical requirements that products must meet in order to be sold on the EU market. In practice, these requirements relate to the availability of spare parts, disassembly, and software and firmware updates. These requirements are set out in the product-specific legislation listed in Annex II of the Directive.

# What is the relationship between the Ecodesign for Sustainable Products Regulation (ESPR) and the Directive on Repair of Goods?

One of the aims of the ESPR is to make it easier for consumers to repair the products they buy. It will do so by, for instance, setting, via product regulations, repairability requirements for specific products, focusing on parts that are likely to fail/break and ensuring that the relevant spare parts are available, so that end-users can opt for repairing their products instead of replacing them. The repairability can be improved through, amongst others, the following parameters: availability of spare parts, compatibility with commonly available tools, or ease of disassembly. Where relevant, ecodesign requirements can also include the obligation to present a repairability score, and to provide clear information to consumers on how to repair a product. The ESPR also enables the setting of horizontal requirements for durability and underlines the importance of developing such horizontal requirements for durability and repairability.

The Directive on promoting the repair of goods obliges manufacturers to repair goods, for which reparability requirements mentioned above exist in product-specific legislation adopted in the framework of the current Ecodesign Directive or the ESPR in the future.\_This means in practice that the manufacturer must repair goods when the defect concerns parts that the manufacturer must make available as spare parts under the applicable product requirements. The obligation to repair applies to products during the specified period for making those parts available.

This obligation will apply to the products listed in Annex II, which will be amended once new reparability requirements are established. The indicative timeline of future acts that may review or introduce new reparability requirements for the energy-related products that are in the scope of the Ecodesign Directive is provided in the Ecodesign and Energy Labelling Working Plan 2022-2024. In 2025, a new working plan will be established under the ESPR and will be accessible on this website.

## For how long does the obligation to repair apply?

The duration of the obligation to repair will depend on the period of time during which the manufacturer must make spare parts available in accordance with the repairability requirements that apply to the product concerned. As this period varies for different products, the duration of the obligation to repair under the Directive also varies. In practice, the obligation to repair will apply for 5 - 10 years depending on the product and the spare part in question.

# Does the obligation to repair start to apply after the legal guarantee period expires?

The obligation to repair for the manufacturer starts from the moment the consumer buys a product. If a consumer cannot benefit from a free repair under the legal guarantee (for example, because the defect was caused by a consumer), they can ask the manufacturer to repair the product under the new Directive, provided that the product is listed in Annex II and the reparability requirements provided in respect of that product (to provide the spare parts) are applicable.

## What does it mean that the price of repair and spare parts must be reasonable?

The obligation to provide repair service and spare parts at reasonable price will only apply to the manufacturers who are subject to the reparability requirements regarding the goods listed in Annex II. However, the obligation to charge reasonable prices will apply not only to the spare parts that these manufacturers are legally required to provide but also to other spare parts for these goods that they may choose to provide in addition. The Directive explains in the recitals that a reasonable price should be understood as the price that is not prohibitive, which means it would not discourage consumers from benefitting from the obligation to repair. Manufacturers should therefore determine the prices for repair services and spare parts on a case-by-case basis, also considering the value of the product. The overall cost of repair may also increase due to potential transport costs.

# How do the new rules interplay with other EU rules on repair restrictions?

The rules of the Directive regarding software techniques impeding repair will apply without prejudice to current and future more specific EU rules concerning specific products (or their categories) and/or specific parts. Thus, the Directive will not apply to the specific spare parts for smartphones that manufacturers must provide in accordance with the recent Ecodesign Regulation for smartphones. That Regulation lays down specific rules in the event that those parts are 'serialised parts', i.e. parts that are subject to restrictions as regards their replaceability in the device. Namely, in such cases the Regulation requires the manufacturers to provide professional repairers and end-users with non-discriminatory access to the software and all the tools needed to ensure full functionality of the serialised parts and the respective devices. Accordingly, the Regulation in this case allows restrictions on the replacement of those parts provided that the applicable conditions are fulfilled. The parts concerned include, for example, the display and camera assemblies, including any sensors that these elements include. Moreover, the <u>Batteries Regulation</u> prohibits the use of software to impede the replacement of LMT batteries to which the Directive applies.

# To what extent does the obligation to repair apply to light means of transport using batteries for traction?

The obligation applies to goods incorporating light means of transport (LMT) batteries, as defined in the <u>Batteries Regulation</u>, such as e-bikes and e-scooters. The Batteries Regulation requires the producers of these goods to ensure that LMT batteries are readily removable and replaceable by an independent professional and that LMT batteries are available as spare parts for a minimum of five years after placing the last unit of the equipment model on the market. Accordingly, in accordance with the Directive promoting the repair of goods, the producers of goods incorporating LMT batteries will be required to repair these goods by repairing/replacing the LMT batteries during the period they are required to supply these batteries as spare parts.

# Does the obligation to repair apply to goods supplied in the business-to-business (B2B) context?

No. The obligation to repair applies only to consumer goods, i.e., goods acquired by natural persons for non-professional use.

## Are non-EU companies also obliged to comply with this new obligation?

Yes. The obligation to repair applies to all products listed in Annex II that are placed on the EU market. If a manufacturer is located outside of the EU, its authorised representative, importer or, as a last resort, the seller of the respective good will have to execute the obligation to repair.

## Can sellers be responsible for the obligation to repair?

While the obligation to repair applies to the manufacturer, the seller may become liable for this obligation in exceptional situations in case of products from non-EU producers for which there is neither an authorised representative nor an EU importer. In principle, non-EU producers must appoint a responsible economic operator in the EU when placing their goods on the EU market. Consequently, in practice, the seller may be responsible for the obligation to repair when:

- they are directly importing goods from non-EU countries, which would qualify them as EU importers (and impose on them all the related product-safety requirements); or

- EU importer/authorised representative went bankrupt or ceased its activity and there is no responsible economic operator in the EU anymore.

# According to the Directive, the manufacturer can refuse to repair the goods if it is impossible; however, no definition of impossibility is provided.

The notion of impossibility of repair is explained in recital 19 of the Directive, which indicates that the manufacturer cannot use the exemption of impossibility and refuse repair for purely economic reasons, such as the costs of spare parts. In addition, the manufacturer cannot claim that the repair is impossible for the sole reason that a previous repair has been performed by other repairers or, where applicable, by the consumer. Therefore, if the defect concerns a part that the manufacturer must make available under the legal acts mentioned in Annex II, it cannot refuse repair if the product was previously repaired by an independent repairer. In case of disputes, it is up to the competent authorities and courts of the Member States to apply the notion of impossibility.

# When will the obligation to repair start to apply?

Member States have to transpose the Directive into their national laws and to apply its provisions from 31 July 2026. From that date, the manufacturers will be obliged to repair the products concerned even if they were bought before the date of application of the Directive. However, the obligation to repair only applies to products whilst they are subject to the reparability requirements, in particular, the obligation to provide spare parts according to the legal measures listed in Annex II. Manufacturers will have to publish information about their obligation to repair, including about its period of application.

# Where can consumers find practical information about how to exercise their new right?

Manufacturers of products covered by the obligation to repair are required to make available information on their repair services in an easily accessible manner. This could be done, for example, on their website or in the instruction manuals. In addition, they must inform consumers on a free access website about the indicative prices charged for typical repair. Similarly, these manufacturers must also provide information relating to spare parts on a website as required in the product-specific legislation.

# Extension of the legal guarantee after repair

## What are the new consumer rights during the legal guarantee?

The Directive amends the <u>Directive on Sale of Goods</u> giving consumers a new right to an extra year of the legal guarantee if they choose to repair a defective product instead of replacing it. In addition, sellers will be obliged to inform the consumer about their right to choose between repair and replacement and the extension of the legal guarantee if they choose repair. The extension of the legal guarantee applies only to goods bought as from 31 July 2026. When transposing the Directive, Member States may decide to introduce a longer time period for the extension of the legal guarantee. In those Member States where there is no fixed period of the legal guarantee or only a limitation period applies, the seller must be liable for at least 3 years in the event of repair.

# Will the extension of the legal guarantee apply to the whole product or to the repaired element? Can consumers claim the extension every time they ask to have their product repaired by the seller?

The extension of the legal guarantee for an additional year will apply to the whole product. This means that during the extended guarantee period the consumer will have a right to ask for repair or replacement of any defect that existed at the time of the initial delivery. This extension applies only once, even if the good was repaired more than once under the legal guarantee.

However, national laws may retain or introduce additional rights to consumers in case of repair under the legal guarantee, such as an additional legal guarantee period only for the replaced part or extending the legal guarantee period for a longer period or extending it more than once in case of repeated repair.

# If another defect appears during the extended period, will the consumer have to prove that the defect existed at the time of the initial delivery?

Yes. Under the legal guarantee, the seller is liable for defects that existed at the time of delivery but appeared during the duration of the guarantee. During the first year, defects are presumed to have existed at the time of the delivery (reversal of the burden of proof). In the second year and during the period of extension after repair, the seller can ask the consumer to prove that the defect existed at the moment of delivery. In some countries, the reversal of the burden of proof applies during a 2-year period.

# What can consumers do if the repair is not successful during the legal guarantee?

If the consumer chooses to repair the product under the legal guarantee but repair is not successful, in accordance with the Sale of Goods Directive they have a right to:

- ask for a replacement;
- keep the product and demand a price reduction;
- return the defective product and get a refund.

# Does the consumer have a right to claim repair and, hence, an extension of the legal guarantee, in all cases?

In accordance with the Sale of Goods Directive, the seller can refuse to offer repair if it would be disproportionately costly. This means in practice that if repair is much more costly compared to a replacement, the seller is allowed to offer replacement and the extension of the legal guarantee will not apply. In addition, if neither repair nor replacement is possible, the consumer is entitled to a price reduction or full reimbursement if they decide to terminate the contract.

# EU online repair platform

# What is the purpose of the platform?

The purpose of the platform is to allow consumers to easily find suitable repairers, including in cross-border context, and get in touch with them. The search for repairers will be facilitated by advanced search functions that will allow browsing by different product categories and geographical areas. The platform will only provide information about the repairers and their services – it will not allow directly concluding the repair service contract with the chosen repairer.

## When will the platform become operational?

The EU online repair platform is expected to be operational in 2027. It will be accessible via the "<u>Your Europe</u>" portal in all EU languages.

## Can repair cafés also register on the platform?

Although one single EU repair platform will be established, it will consist of national sections of the participating Member States and the repairers will register in the section of the Member State where they are established. Member States will manage the registration of repairers established on their territory. They will also be able to set access conditions for registering, such as for example compliance with the applicable professional requirements for repairers in that Member State. Member States will also decide whether they open up the registration in their national sections also to repair cafés and/or companies selling refurbished goods and/or companies buying defective goods from consumers for the purposes of refurbishment.

## Will the repairers willing to provide services to consumers in different Member States have to register in the national sections of each of those countries separately?

No. The repairer should register only once on the platform – in the national section of the Member State where it is established. The repairers wishing to reach potential customers in other EU Member States will be able to indicate during their registration process the countries where they offer cross-border services. In this way, these repairers will appear in

the search results for those consumers who will be interested in exploring the option of cross-border repair services.

# How can repairers register on the platform? Will there be any approval procedure?

Repairers will be able to register on the EU platform (the relevant national section) once the online interface is developed. They will need to comply with the access conditions to the national section which may be set by the respective Member State. The Member States will decide on the registration procedure in their national sections. It could involve a prior verification, where the Member States will check, for example, the professional qualifications of repairers, in addition to ex-post checks, in particular, upon complaints from consumers. These and other features of the platform and national sections will be decided and implemented during its development.

# Voluntary European Repair Information Form

# What are the advantages of the form?

The use of the form allows the repairer to provide all the relevant information about the repair in a transparent and standard manner and for consumer to compare alternative repair service offers more easily. Moreover, if the repairer offers the form to the consumer, it means that all the details of the repair offer, including the price, will be valid for 30 days. In this way, the consumer will have sufficient time to look for alternative repairers and choose the best offer. In addition, once the consumer accepts the offer, in principle, the repairer is bound to perform the service.

# Can the repairer charge for providing the form?

No. If the repairer chooses to provide the form, it must be provided for free. However, if the nature of the defect or the method of repair cannot be established without specific diagnostic, then the repairer may ask the consumer to pay the necessary costs for the diagnostic service (and eventually deduct this cost from the price of repair if the consumer pursues the repair). As with other consumer services, the repairer must inform the consumer of the price of the diagnostic service in advance, so that the consumer can decide about it in an informed manner.

# Will the repairers who are registered on the platform be required to offer the European Repair Information Form?

No. Providing the form is voluntary for all repairers. Therefore, repairers may decide to register on the platform also if they do not intend to offer the European Repair Information Form.