

Secretariat of the Committee on the Internal Market and Consumer Protection
The Secretariat

SD/IP

FINAL
Compromise amendments

on the Draft Report
**on the proposal for a Directive of the European Parliament and of the Council on
common rules promoting the repair of goods and amending Regulation (EU) 2017/2394,
Directives (EU) 2019/771 and (EU) 2020/1828**

(2023/0083(COD))

Rapporteur: René Repasi

Compromise Amendment 1

Articles 1, 2, 3 and corresponding recitals

Compromise amendment replacing all relevant amendments, including AMs 21-24, 73, 74, 78, 178-179, 181-183, 186-187, 189, 193-195, ENVI 1, ENVI 3, ENVI 4.

Article 1

Subject matter, purpose and scope

1. This Directive lays down common rules ~~promoting~~ **establishing strengthening the ~~aright to~~ the repair of goods *for consumers***, with a view to contributing to the proper functioning of the internal market, while providing for a high level of consumer and environmental protection. **(Greens 178, Left 179, ENVI 23)**
2. This Directive shall apply to the repair of goods purchased by consumers in the event of a defect of the goods that occurs or becomes apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771.

Article 2

Definitions

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

1. ‘consumer’ means a consumer as defined in Article 2, point (2) of Directive (EU) 2019/771;
- 1a. ‘repair’ means returning a defective product or waste to a condition where it fulfils its intended use; (EPP 189)*
2. ‘repairer’ means any natural or legal person who, related to that person’s trade, business, craft or profession, provides a repair service, including producers and sellers that provide repair services and repair service providers whether independent ***repairers, professional repairers*** or affiliated with such producers or sellers, ~~and community repair initiatives such as repair cafés~~; **(EPP 182, Left 181, Renew 183)**
- 2a. ‘independent operator’ is a natural or legal person, other than an authorised ~~dealer~~ representative, seller or repairer, who is directly or indirectly involved in the repair and maintenance of the product, and include repairers, manufacturers or distributors of repair equipment, tools or spare parts, as well as publishers of technical information, assistance operators, operators offering inspection and testing services, operators offering training for installers and remote service suppliers (Renew 187)*
3. ‘seller’ means a seller as defined in Article 2, point (3) of Directive (EU) 2019/771;
4. ‘producer’ means a manufacturer as defined in Article 2, point (42) of Regulation [on the Ecodesign for Sustainable Products];

5. 'authorised representative' means authorised representative as defined in Article 2, point (43), of Regulation [on the Ecodesign for Sustainable Products];
6. 'importer' means importer as defined in Article 2, point (44), of Regulation [on the Ecodesign for Sustainable Products];
- 6a. *'fulfilment service provider' means any natural or legal person offering, in the course of commercial activity, at least two of the following services: warehousing, packaging, addressing and dispatching of a product, without having ownership of the product, with the exception of 'postal services' as defined in Article 2, point (1), of Directive 97/67/EC of the European Parliament and of the Council^{1a}, of 'parcel delivery services' as defined in Article 2, point (2), of Regulation (EU) 2018/644 of the European Parliament and of the Council^{1b}, and of any other postal services or freight transport services; (S&D 21)*
7. 'distributor' means distributor as defined in Article 2, point (45), of Regulation [on the Ecodesign for Sustainable Product];
- ~~{7a. 'online platform' means 'online platform' as defined in Article 2, point (h), of Regulation (EU) 2022/2065 of the European Parliament and of the Council^{1a}; (Rapporteur 22)}~~
8. 'goods' means goods as defined in Article 2, point (5),² of Directive (EU) 2019/771 except water, gas and electricity;
9. 'refurbishment' means refurbishment as defined in Article 2, point (18),² of Regulation [on the Ecodesign for Sustainable Products];
10. 'reparability requirements' mean requirements under the Union legal acts listed in Annex II which enable a product to be repaired including requirements to improve its ease of disassembly, access to spare parts, and repair-related information and tools applicable to products or specific components of products; ~~(Rapporteur 23, Greens 186)~~

Article 3

Level of harmonisation

Member States shall not maintain or introduce in their national law provisions diverging from those laid down in this Directive, ~~unless otherwise provided for in this Directive. (Rapporteur 24, Greens 193)~~

Article 3a

Universal Right to Repair

~~1. Member States shall ensure that consumers can access repair services, by the repairer of their choice, to return a defective good to a condition where it fulfils its intended use, and with the ultimate goal to extend their lifetime.~~

~~2. Member States shall ensure fair competition in the repair sector by ensuring non-discriminatory access at reasonable price to spare parts, diagnosis tools as well as to repair and maintenance information, to all actors of the repair sector.~~

~~3. Any contractual, hardware or software technique preventing or limiting independent repair outside of the manufacturer or distributor's authorised networks shall be prohibited.~~

~~4. Member States shall take appropriate measures to ban practices that prevent consumers to exert their right to repair, including but not limited to:~~

~~(a) Inducing consumers to believe that their good cannot be repaired due to previous repair or inspections by an independent repairer, non-professional repairer or end-users, or by inducing that it may generate risks related to safety when it doesn't;~~

~~(b) Refusing to repair a good that has been previously repaired by an independent repairer, non-professional repairer or end-user. (Greens 194, Left 195)~~

Corresponding Recitals:

- (1) Directive (EU) 2019/771 of the European Parliament and of the Council¹ pursues the objective of improving the functioning of the internal market, while achieving a high level of consumer protection *as well as increased circularity within the economy*. In the context of the green transition, this Directive pursues the objective of improving the functioning of the internal market, while promoting more sustainable consumption, and thereby complements the objective pursued by Directive (EU) 2019/771. (ENVI 1)
- (2) In order to achieve these objectives, and in particular to facilitate cross-border provision of services and competition among repairers of goods purchased by consumers in the internal market, it is necessary to lay down uniform rules promoting the repair of goods purchased by consumers within and beyond the liability of the seller established by Directive (EU) 2019/771. Member States have already taken or are considering to introduce rules promoting repair and reuse of goods purchased by consumers outside the existing liability of the seller established by Directive (EU) 2019/771. Differing mandatory national rules in this area constitute actual or potential obstacles to the functioning of the internal market, adversely affecting cross-border transactions of economic operators acting on that market. Those operators may have to adapt their services to comply with the different mandatory national rules and may be faced with additional transaction costs for obtaining the necessary legal advice on the requirements of the law of the Member State of the consumer's habitual residence, when applicable pursuant to Regulation (EC) 593/2008 of the European Parliament and of the Council², and to adapt their contracts for the provision of repair services accordingly. This will affect, in particular, small and medium sized enterprises, mostly represented in the repair sector. Legal fragmentation may also negatively affect consumer confidence in cross-border repair due to uncertainties regarding factors which are important for the decision to repair goods.
- (3) In order to reduce premature disposal of viable goods purchased by consumers and to encourage consumers to use their goods longer, it is necessary to *strengthen consumers' right to repair, whereby consumers can seek quality and affordable repair from the provider of their choices*~~set out rules on repair of such goods~~. Repair

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

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

should result in ~~more~~ a sustainable consumption, ***respectful of planetary boundaries*** since it is likely to generate less waste caused by discarded goods, less demand for resources, including energy, caused by the process of manufacturing and sale of new goods replacing defective goods, as well as less greenhouse gas emissions. This Directive promotes sustainable consumption in view of achieving benefits for the environment, ***by promoting a life cycle of products which include re-use, repair, refurbishment and recycling***, while also producing benefits for consumers by avoiding costs associated with new purchases in the short term. (Left 73, Greens 74, ENVI 3)

- (4) Regulation (EU)... of the European Parliament and of the Council [on the Ecodesign Sustainable Products] lays down, in particular, supply-side requirements pursuing the objective of more sustainable product design at the production phase. Directive (EU)... of the European Parliament and of the Council [on Empowering consumers for the green transition] lays down demand-side requirements ensuring the provision of better information on durability and reparability of goods at the point of sale, which should enable consumers to make informed sustainable purchasing decisions. This Directive complements those supply-side and demand-side requirements, by promoting repair and reuse in the after-sales phase both within and outside the liability of the seller established by Directive (EU) 2019/771. This Directive thus pursues the objectives, in the context of the European Green Deal, of promoting a more sustainable consumption, a circular economy and the green transition.
- (4a) ***Consumer behaviour consists of a wide variety of aspects. When choosing between repair and purchase of a new product, decision criteria, such as economic convenience, durability, availability and proximity of a repair service, and the time required for a repair play a key role. Various obstacles might also prevent consumers from option for repair, such as the unavailability of information on reparability of a product when purchasing a good, lack of access to spare parts, lack of information on repair services, and costs of repair. In addition to the provisions laid down in this Directive, awareness-raising measures to promote a culture of repair, the improvement of consumers' knowledge on proper maintenance and care of products and knowledge of their existing rights including in terms of legal guarantee, as well as financial incentives for consumers, producers and repairers should be equivalently promoted and fostered.*** (S&D 78, ENVI 4)
- (5) This Directive should not affect the freedom of Member States to regulate aspects of contracts for the provision of repair services other than those harmonised in Union law.
- (6) Reparability requirements should comprise all requirements under Union legal acts which ensure that goods can be repaired, including but not limited to requirements under the ecodesign framework referred to in Regulation [on the Ecodesign for Sustainable Products], to cover a broad range of products as well as future developments ~~in any other field of Union law.~~
- (32) Promoting the repair of goods purchased by consumers, with a view to contributing to the proper functioning of the internal market while providing for a high level of environmental and consumer protection, cannot be sufficiently achieved by the Member States. Emerging national mandatory rules promoting sustainable consumption by way of repair of defects outside the scope of Directive (EU) 2019/771 are likely to diverge and lead to fragmentation of the internal market. Member States may not amend the fully harmonised rules concerning defects within the liability of the seller set out in Directive (EU) 2019/771. The objective of this Directive can rather, by reason of its

scale and effects, better be achieved at Union level through fully harmonised common rules promoting repair within and outside the liability of the seller established in Directive (EU) 2019/771. The Union may therefore adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve this objective.

- (33) This Directive respects the fundamental rights and freedoms and seeks to ensure full respect in particular for Articles 16, 26, 37, 38 and 47 of Charter of Fundamental Rights of the European Union. It contributes to an improvement of the quality of the environment in accordance with Article 37 of the Charter of Fundamental Rights of the European Union by promoting sustainable consumption of goods and thereby reducing negative environmental impacts from premature disposal of viable goods. This Directive ensures full respect for Article 38 on consumer protection by enhancing consumer rights relating to defects that occur or become apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771. It also ensures respect for the freedom to conduct a business in accordance with Article 16 of the Charter of Fundamental Rights of the European Union by safeguarding contractual freedom and encouraging the development of repair services in the internal market. This Directive contributes to the integration of persons with disabilities in accordance with Article 26 the Charter of Fundamental Rights of the European Union by facilitating accessibility to the online platform for persons with disabilities. This Directive seeks to ensure full respect for Article 47 on the right to an effective remedy and to a fair trial through effective means of enforcement.

Compromise Amendment 2

Articles 4, 5, 6, 7, 7a and corresponding recitals

Compromise amendment replacing all relevant amendments, including AMs 3, 5-7, 9, 11, 12, 15, 25-37, 87, 89, 97, 99, 103-107, 111-112, 131, 133, 145, 194, 198, 201-204, 206-208, 213-215, 217, 223, 226-227, 232, 233-235, 238-240, 243-247, 251-253, 255, 260-266, 268, 270-272, 278, 280-281, 283-284, 288, 292-295, 299, 306-308, 314, 316, 321.

Article 4

European Repair Information Form

1. ***Repairers may provide*** ~~Member States shall ensure that, before a consumer is bound by a contract for the provision of repair services, the repairer shall provide the consumer, ***upon request***, with the European Repair Information Form set out in Annex I on a durable medium within the meaning of Article 2 (11) of Directive 2019/771/EU. ***In such cases, producers or the relevant economic operator under Article 5 shall provide for free and in a clear manner all available information necessary for the repairer to complete the European Repair Information Form. (S&D 201, RE 208) unless it is unfeasible to estimate the repair cost without on-site assessment of the good. (ECR 198)***~~

2. ~~Repairers other than those obliged to repair by virtue of Article 5 shall may provide not be obliged to provide the European Repair Information Form where they ***do not*** intend to~~

provide the repair service. ~~*In such cases producers or the relevant economic operator under Article 5 shall provide for free and in a clear manner all available information necessary for the repairer to complete the European Repair Information Form. (S&D 201, RE 208)*~~

3. ~~The repairer may request the consumer to pay the necessary costs the repairer incurs for providing the information included in the European Repair Information Form. *Where a physical examination including an on-site assessment of the product is required for estimating the price of repair, the repairer may request the consumer to pay the necessary costs involved for such physical examination. The costs shall be deducted from the total amount of the repair service, if the consumer chooses to have the product repaired.*~~ (ECR 198, The Left 202, RE 203, Greens 204, ECR 206, The Left 207)

Without prejudice to Directive 2011/83/EU, the repairer shall inform the consumer about the costs referred to in the first subparagraph before the consumer requests the provision of the European Repair Information Form.

~~*3a — Producers or the relevant economic operator under Article 5 shall provide for free and in a clear manner all available information necessary for the repairer to complete the European Repair Information Form. (S&D 201, RE 208)*~~

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

- (a) the identity of the repairer;
- (b) the geographical address at which the repairer is established as well as the repairer's telephone number and email address and, if available, other means of online communication which enable the consumer to contact, and communicate with, the repairer quickly and efficiently;
- (c) the good to be repaired;
- (d) the nature of the defect and the type of repair suggested;
- (e) the ~~total~~ maximum price *expected for the repair including but not limited to costs for spare parts, labour costs, costs for operating the repair facility, costs for the freight, delivery or postal charges* or, if *either the total price or any of its subparts* cannot reasonably be calculated in advance, the manner in which the price is to be calculated ~~and the maximum price expected for the repair~~ (Rapporteur 25, Greens 213, ECR 214, S&D 215)
- (f) the estimated ~~maximum~~ time needed to complete the repair (Greens 217);
- (g) the availability of temporary replacement goods during the time of repair and the costs of temporary replacement, if any, for the consumer;
- (h) the place where the consumer hands over the goods for repair,
- (i) where applicable, the availability of ancillary services, such as removal, installation and transportation, offered by the repairer and the costs of those services, if any, for the consumer;

(i a) additional information provided voluntarily by the repairer. (ECR 223)

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

conditions of repair specified in the European Repair Information Form shall constitute an integral part of that contract. **(Rapporteur 26, Greens 226, RE 227)**

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

- (a) information requirements regarding the main features of the repair service laid down in Article 5(1) point (a), and Article 6(1), point a of Directive 2011/83/EU and Article 22(1), point (j), of Directive 2006/123/EC;
- (b) information requirements regarding the repairer's identity and contact information laid down in Article 5(1), point (b), and Article (6)(1), points (b) and (c), of Directive 2011/83/EU, Article 22(1), point (a), of Directive 2006/123/EC and Article 5(1), points (a), (b) and (c), of Directive 2000/31/EC;
- (c) information requirements regarding the price laid down in Articles 5(1), point (c), and Article 6(1), point (e), of Directive 2011/83/EU and Article 22(1), point (i) and (3), point (a), of Directive 2006/123/EC;
- (d) information requirements regarding the arrangements for the performance and the time to perform the repair service laid down in Articles 5(1), point (d), and Article 6(1), point (g), of Directive 2011/83/EU.

Article 5

Obligation to repair

1. Member States shall ensure that upon the consumer's request, the producer shall repair, ~~for free or against a price or another kind of consideration, goods for which and to the extent that reparability requirements are provided for by Union legal acts as~~ *which are* listed in Annex II, *whether or not reparability requirements for those goods are provided for by Union legal acts*. The producer shall not be obliged to repair such goods where repair is *factually or legally* impossible. *The producer shall not refuse the consumer's request purely due to economic considerations such as the costs.* The producer may sub-contract repair in order to fulfil its obligation to repair. *In such cases, the producer shall provide the repairer with all relevant information and technical specifications to allow the repairer to fulfil his obligations.* (Rapporteur 27, RE 232, S&D 234, EPP 235, Greens 238, The Left 239, EPP 240, EPP 245)

1a. The repair pursuant to paragraph 1 shall be carried out subject to the following conditions:

- a) it shall be carried out either free of charge or in return for consideration;*
- b) it shall be carried out within a reasonable time ~~15 calendar working days~~ from the moment the producer has physical possession of the good, has received the good or has been given access to the good by the consumer; and*
- c) the producer shall may provide the consumer with the loan of a replacement good free of charge or against a reasonable fee for the duration of the repair; and*
- d) in cases where the repair is factually or legally impossible, the producer may offer provide the consumer with a refurbished product that would shall upon acceptance by the consumer discharge him the producer from the repair obligation under this Article.* (Rapporteur 28, Greens 243, Renew 232, EPP 245, ECR 233)

2. Where the producer obliged to repair pursuant to paragraph 1 is established outside the Union, ***it shall appoint, by written mandate, an its authorised representative in the Union shall perform the obligation of the producer to ensure compliance with this Directive. It shall ensure that its authorised representative has the resources and the mandate to fulfil the obligations set out in this Directive*** (S&D 244, S&D 251, RE 252).

Where the producer has no authorised representative in the Union, the importer of the good concerned shall perform the obligation of the producer. Where there is no importer, ~~the distributor of the good concerned~~ ***the fulfilment service provider of the good concerned*** shall perform the obligation of the producer. ~~Where there is no fulfilment service provider, the distributor of the good concerned shall perform the obligation of the producer. Where there is no producer established in the Union, authorised representative, importer, fulfilment services provider or distributor, the obligation of the producer shall be performed by a provider of an online platform that allows consumers to conclude distance contracts with traders, provided that the conditions of Article 6(3) set out in Regulation (EU) 2022/2065 are fulfilled.~~ (Rapporteur 29, RE 246, Greens 247)

3. ***For all goods listed in Annex II***, producers shall ensure that independent repairers, remanufacturers, refurbishers and ~~consumers/~~ end-users have access to ***all*** spare parts and ***all*** repair-related information and tools, ***including diagnosis tools***, ~~in accordance with the Union legal acts listed in Annex II~~ ***at a reasonable and non-discriminatory cost for a period corresponding to at least the expected lifespan of the product. Access to diagnostic tools shall be provided subject to applicable rules on the protection of trade secrets as defined in Article 2 point 1 of Directive (EU) 2016/943.*** (Rapporteur 30, The Left 253, Greens 255, EPP 260, RE 261, ECR 262, S&D 263, The Left 264)

3a. Producers shall make available on their websites all information related to repair, such as repair prices and prices of spare parts for the goods listed in Annex II. (Rapporteur 31, Greens 272)

3b. Producers shall not impede the repair by any contractual, hardware or software technique. Producers shall not impede prevent the use of original or second-hand spare parts, including compatible spare parts and spare parts issued from 3D-printing, by independent repairers when those spare parts are in conformity with requirements under national or Union law. (Greens 194, Greens 265, EPP 266, ECR 268)

3c. Producers shall not refuse to service or repair a device that was bought or previously repaired outside of their authorised service or distribution networks. (EPP 280, Greens 270, ECR 271)

4. The Commission is empowered, ~~following an impact assessment and a public consultation,~~ to adopt delegated acts in accordance with Article 15 to amend Annex II by ***updating the list of Union legal acts laying down reparability requirements adding new repairable goods to the list*** in the light of legislative ***or market*** developments. (Rapporteur 32, Greens 278)

Article 6

Information on obligation to repair

1. Member States shall ensure that producers ~~or distributors and sellers~~ inform consumers of their obligation to repair pursuant to Article 5 and provide information on the repair services *free of charge*, in an easily accessible, clear and comprehensible manner, for example through the online platform referred to in Article 7, *their relevant websites and or at the point of sale*. (Greens 281, EPP 283)

~~1a. Member States shall develop and fund awareness campaigns to inform consumers about their rights under Directive 2019/771 as well as about the right to repair, including obligations on producers, as laid down under this Directive. (Greens 284)~~

Article 7

Online platform for repair and goods subject to refurbishment (Rapporteur 33)

1. Member States shall ensure that at least one online platform exists for their territory. *Member States shall particularly promote private initiatives aimed at establishing such online platforms. Such online platforms shall that* allows consumers to *easily* find repairers, *including repair led-communities and repair cafés*(Greens 288). ~~That platform~~ and shall:

- (a) include search functions regarding goods, location of repair services, *including a map based function, the possibility to provide cross border services*, repair conditions, including the time needed to complete the repair, the availability of temporary replacement goods and the place where the consumer hands over the goods for repair, availability and conditions of ancillary services, including removal, installation and transportation, offered by repairers, and applicable European or national quality standards (ECR 292);
- (b) enable consumers to request the European Repair Information Form via the platform;
- (c) allow for regular updates of contact information and services by repairers;
- (c a) inform consumers about applicable financial and fiscal incentives to lower costs of repair; (Greens 293)*
- (d) allow repairers to indicate their adherence to applicable European or national quality standards;
- (d a) allow for consumers to provide a review or rating, reflect the quality of repairers' work; (RE 294)*
- (e) enable accessibility through national websites connected to the Single Digital Gateway established by Regulation (EU) 2018/1724.
- (f) ensure accessibility for persons with disabilities ~~and vulnerable consumers~~ ~~(The Left 295)~~

Whenever there is at least one platform in the territory of a Member State in private ownership that meets the above-mentioned requirements, the obligation in paragraph 1 is deemed to be fulfilled by the respective Member State.

2. Member States shall ensure that the online platform also includes a search function by product category to find sellers of goods subject to refurbishment and purchasers of defective goods for refurbishment.

3. Registration on the online platform for repairers, as well as for *community repair initiatives such as repair cafés*, sellers of goods subject to refurbishment and for purchasers of defective goods for refurbishment, shall be voluntary. Member States shall determine the access to the platform in accordance with Union law. The use of the online platform shall be free of charge for consumers (The Left 299).

3a. Member States shall ensure that the information on the online platform for repair is communicated to consumers at the point of sale. They shall also make online platforms accessible, and ensure that the information provided is up-to-date, and presented in a consumer-friendly manner. (Rapporteur 34, Greens 307, ENVI 52)

3b. Member States shall communicate to the Commission the link of existing online platforms for repair in their territory by ... [12 months after entry into force of this Directive] and the link of every new online platform for repair within 14 working days of their launch. The Commission shall keep a publicly available, easily accessible and machine-readable database of online platforms for repair registered within the Member States. (Rapporteur 35, Greens 308)

3c. Member States and the Commission shall take appropriate measures to inform consumers, relevant economic operators and sellers about the availability of the online platforms established pursuant to Article 7(1) and that consumers have easy access to it. (Rapporteur 36, The Left 306)

3d. The relevant economic operator or an online platform that allows consumers to conclude distance contracts should provide consumers with information on the availability of the online platforms, established pursuant to Article 7(1), in their territory. (Rapporteur 37)

Article 7a

Measures for Micro, Small and Medium-sized enterprises (SMEs)

1. Member States shall take appropriate measures to support micro, small and medium-sized enterprises within the meaning of Commission Recommendation 2003/361/EC in complying with the requirements and obligations set out in this Directive. Those measures shall at least include:

a) guidelines or similar measures to raise awareness on how to comply with the requirements and obligations set out in this Directive;

b) tailored trainings for entrepreneurs and their employees. (Renew 314, EPP 316, S&D 321)

Corresponding recitals:

(7) In order to help consumers identify and choose suitable repair services, consumers should receive key information on repair services. The European Repair Information Form should lay down key parameters that influence consumer decisions when considering whether to repair defective goods. This Directive should set out a model

standardised format. A standardised format for presenting repair services should allow consumers to assess and easily compare repair services. Such standardised format should also facilitate the process of providing information on repair services, in particular for micro, small and medium sized businesses providing repair services. ~~In order to avoid additional burdens due to overlapping pre-contractual information requirements, a repairer should be deemed to have fulfilled corresponding information requirements of relevant EU legal acts, where applicable, if the European Repair Information Form has been filled in correctly and provided to the consumer.~~ Information in the European Repair Information Form should be provided to consumers in a clear and comprehensible manner and in line with the accessibility requirements of Directive 2019/882³.

- (8) The consumer's free choice to decide by whom to have its goods repaired should be facilitated by **a voluntary provision of** ~~requesting~~ the European Repair Information Form not only ~~from~~ **by** the producer, but also from the seller of the goods concerned or from independent repairers, where applicable. Repairers should provide the European Repair Information Form only **voluntarily**. ~~where the consumer requests that form and the repairer intends to provide the repair service or it is obliged to repair.~~ A consumer may also ~~choose not to request the European Repair Information Form and to conclude a contract for the provision of repair services with a repairer pursuant to pre-contractual information provided by other means in accordance with Directive 2011/83/EU of the European Parliament and the Council.~~⁴
- (9) There are situations in which a repairer incurs costs necessary for providing the information on repair and price included in the European Repair Information Form. ~~For instance,~~ **Charging those costs should be limited to cases where** the repairer may need to inspect the goods to be able to determine the defect or type of repair that is necessary, including the need for spare parts, and to estimate the repair price. In these cases, a repairer may only request a consumer to pay the costs that are necessary for providing ~~the~~ **this** information included in the European Repair Information Form. **These costs must in no way constitute an obstacle to the rest of the repair process nor have a dissuasive effect on the repair in general.**(Left 87, Greens 89) In line with the pre-contractual information and other requirements set out in Directive 2011/83/EU, the repairer should inform the consumer about such costs before the consumer requests the provision of the European Repair Information Form. Consumers may refrain from ~~requesting~~ **receiving** the European Repair Information Form where they consider that the costs for obtaining that form are too high.
- (10) Repairers should not alter the conditions of repair that they provide in the European Repair Information Form, including on the price for repair, for a certain period of time. This ensures that consumers are given sufficient time to compare different repair offers. In order to safeguard as much as possible the contractual freedom for repairers other than producers of goods for whom an obligation to repair applies, to be able to decide whether to conclude a contract for the provision of repair services at all, repairers should remain free to decide not to conclude such a contract, including in situations where they

³ Directive 2019/882/EU of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services (OJ L 151, 7.6.2019, p. 70).

⁴ Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (Text with EEA relevance) (OJ L 304, 22.11.2011, p. 64–88).

have provided the European Repair Information Form. If a contract for the provision of repair services is concluded based on the European Repair Information Form, the information on conditions of repair and price contained in that form should constitute an integral part of the contract for the provision of repair services, thereby defining the repairer's obligations under that contract. Non-compliance with those contractual obligations is governed by the applicable national law.

(11) Directive (EU) 2019/771 imposes an obligation on sellers to repair goods in the event of a lack of conformity which existed at the time that the goods were delivered and which becomes apparent within the liability period. Under that Directive, consumers are not entitled to have defects repaired which fall outside that obligation. As a consequence, a large number of defective, but otherwise viable, goods are prematurely discarded. In order to encourage consumers to repair their good in such situations, this Directive should impose an obligation on producers to repair goods ***that are listed in Annex II to which reparability requirements imposed by Union legal acts apply (Rapporteur 3)***. That repair obligation should be imposed, upon the consumer's request, on the producers of such goods, since they are the addressees of those reparability requirements. That obligation should apply to producers established both inside and outside the Union in relation to goods placed on the Union market. ***However, the obligation for repair should be proportionate and take into account the availability of spare parts for the lifetime of the product. Spare parts should at least be made available for the time period set out in Union acts. Furthermore, this Directive should not put into question the economic freedom of choice for producers to stop manufacturing a product.***

- (12) Since the obligation to repair imposed on producers under this Directive covers defects that are not due to the non-conformity of the goods with a sales contract, producers may provide repair against a price paid by the consumer, against another kind of consideration, or for free. The charging of a price should encourage producers to develop sustainable business models, including the provision of repair services. Such a price may take into account, for instance, labour costs, costs for spare parts, costs for operating the repair facility and a customary margin. ***For cases where those costs cannot be estimated prior to the repair, information on maximum expected price should be delivered to consumers.*** The price for and the conditions of repair should be agreed in a contract between the consumer and the producer and the consumer should remain free to decide whether that price and those conditions are acceptable. The need for such a contract and the competitive pressure from other repairers should encourage producers who are obliged to repair to keep the price acceptable for the consumer. The repair obligation may also be performed for free when the defect is covered by a commercial guarantee, for instance, in relation to guaranteed durability of goods. ***To incentivise consumers to have their product repaired outside of the legal guarantee, a producer may offer a loan of a replacement or refurbished good for the duration of the repair, which is expected to be returned once the consumer receives the repaired good.*** (EPP 97, Greens 99)
- (13) Producers may fulfil their obligation to repair by sub-contracting repair, for instance, if the producer does not have the repair infrastructure. ***To prevent unnecessary shipping costs and emissions, the repair should be carried out as close as possible to the consumer. Thus, the or if repair can be carried out by a repairer located closer to the***

consumer, ~~among others~~ *in particular in those instances* where the producer is established outside the Union. (Rapporteur 5)

- (14) The requirements laid down in delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council⁵, according to which producers should provide access to spare parts, repair and maintenance information or any repair related software tools, firmware or similar auxiliary means, apply. Those requirements ensure the technical feasibility of repair, not only by the producer, but also by other repairers. *As a consequence, the consumer can select To complement those measures, access for independent repairers, remanufacturers, refurbishers and end-users to all spare parts, all related information and tools, including diagnostic tools, should be provided at a reasonable cost and in a non-discriminatory manner, for a period corresponding to at least the expected lifespan of the product. Consequently, this should ensure competition and benefit consumers with better services and lower prices when selecting* (Rapporteur 6, Left 104, Renew 105, Greens 106, S&D 107) a repairer of its choice *or where capable, carry out the repair on its own. Complexity and safety of the repair is linked with the type of device. Where it could be reasonably foreseen that the performance of repair by the average consumer could lead to safety hazard or requires advanced tools, the producers should explicitly warn the consumer.* (ECR 103)
- (15) The obligation to repair should also be effective in cases where the producer is established outside the Union. In order to enable consumers to turn to an economic operator established within the Union to perform this obligation, this Directive foresees a sequence of alternative economic operators required to perform the obligation to repair of the producer in such cases. *Because of their role in the supply chain of goods to consumers, fulfilment service providers should also be covered by this Directive.* This should *prevent situations where no economic operator is established in the Union to fulfil the repair obligation.* ~~enable~~ Producers ~~established located~~ outside the Union ~~to~~ *should* (Rapporteur 7, Renew 111, Left 112) organise and perform their obligation to repair within the Union.
- (16) To avoid overburdening producers and to ensure they are able to perform their obligation to repair, that obligation should be ~~limited to~~ *foreseen for* those products for which and to the extent any reparability requirements are provided for in Union legal acts *and for other reparable products, including bicycles.* Reparability requirements do not oblige producers to repair defective goods, but ensure that goods are reparable. Such reparability requirements can be laid down in relevant Union legal acts. Examples are delegated acts adopted pursuant to Regulation [on the Ecodesign for Sustainable Products] or implementing measures adopted pursuant to Directive 2009/125/EC of the European Parliament and of the Council⁶, which create a framework to improve the environmental sustainability of products. This limitation of the obligation to repair ensures that only those goods which are reparable by design are subject to such obligation. Relevant reparability requirements include design requirements enhancing the ability to disassemble the goods and a range of spare parts to be made available for a minimum period. The obligation to repair corresponds to the scope of the reparability

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

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

requirements, for instance, ecodesign requirements may apply only to certain components of the goods or a specific period of time may be set to make spare parts available. The obligation to repair under this Directive, which allows the consumer to claim repair directly against the producer in the after-sales phase, complements the supply-side related reparability requirements laid down in Regulation [on the Ecodesign Sustainable Products], encouraging consumer demand for repair.

- (17) To ensure legal certainty, this Directive lists in Annex II relevant product groups ***for the repair obligation under this Directive or that are*** covered by reparability requirements under Union legal acts ***as well as other repairable goods, including bicycles***. In order to ensure coherence with future ***market and legislative developments*** ~~reparability requirements under Union legal acts~~, the power to adopt acts in accordance with Article 290 of the Treaty on the Functioning of the European Union should be delegated to the Commission in respect of in particular adding new product groups to Annex II, ***for instance*** when new reparability requirements are adopted. ***When adding new product groups to the Annex II the Commission should conduct an impact assessment, in particular when the addition is undertaken independent of other acts under EU law***. It is of particular importance that the Commission carry out appropriate consultations during its preparatory work, including at expert level, and that those consultations be conducted in accordance with the principles laid down in the Interinstitutional Agreement of 13 April 2016 on Better Law-Making . In particular, to ensure equal participation in the preparation of delegated acts, the European Parliament and the Council should receive all documents at the same time as Member States' experts, and their experts systematically should have access to meetings of Commission expert groups dealing with the preparation of delegated acts. **(Rapporteur 9)**
- (18) While this Directive imposes the obligation to repair on the producer, it also facilitates consumer choice of repair services from other repairers. This choice should in particular be facilitated by requesting the European Repair Information Form not only from the producer but also other repairers like the seller or independent repairers or by searching via the online repair platform. As consumers would need to pay for the repair, they are likely to compare repair opportunities in order to choose the most suitable repair services for their needs. Thus, it is likely they approach independent repairers in their proximity or the seller before reaching out to producers which may for instance be located at a greater distance and for which the price could be higher due to transportation costs.
- (19) In line with Directive (EU) 2019/771, a producer should be exempted from the obligation to repair where repair is factually or legally impossible. For example, the producer should not refuse repair for purely economic reasons, such as the costs of spare parts. National law implementing Directive (EU) 2019/771 or the preceding Directive 1999/44/EC of the European Parliament and of the Council⁷ is already using the criterion whether repair is impossible and national courts are applying it.
- (20) In order to increase the consumer awareness on the availability of repair and thus its likelihood, producers ***or sellers*** should inform consumers of the existence of that obligation. The information should mention the relevant goods covered by that obligation, together with an explanation that and to what extent repair is provided for those goods, for instance through sub-contractors. That information should be easily accessible to the consumer and provided in a clear and comprehensible manner, without

⁷ Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees (OJ L 171, 7.7.1999, p. 12).

the need for the consumer to request it, and in line with the accessibility requirements of Directive 2019/882. The producer *or where relevant the seller are* free to determine the means through which it informs the consumer, *for example through means at the point of sale in a visible and prominent way.* (Greens 131)

- (21) In order to encourage repair, Member States should ensure that for their territory at least one online platform exists which enables consumers to search for suitable repairers. That platform may be an existing or privately operated platform, if it meets the conditions laid down in this Directive. *If such an online platform does not exist, Member States should seek to create one in collaboration with the involved economic operators.* That platform should include user-friendly and independent comparison tools which assist consumers in assessing and comparing the merits of different repair service providers, thereby incentivising consumers to choose repair instead of buying new goods. While that platform aims at facilitating the search for repair services in business-to-consumer relationships, Member States are free to extend its scope also to include business-to-business relationships as well as community-led repair initiatives. (RE 133)
- (22) Member States should ensure that all economic operators that may provide repair services in the Union have easy access to the online platform. Member States should be free to decide which repairers can register on the online platform as long as access to that platform is reasonable and non-discriminatory for all repairers in accordance with Union law. Enabling repairers from one Member State to register on the online platform in another Member State in order to provide repair services in areas that the consumer searched for should support the cross-border provision of repair services. It should be left to Member States' discretion how to populate the online platform, for instance by self-registration or extraction from existing databases with the consent of the repairers, or if registrants should pay a registration fee covering the costs for operating the platform. To guarantee a wide choice of repair services on the online platform, Member States should ensure that access to the online platform is not limited to a specific category of repairers. While national requirements, for instance, on the necessary professional qualifications, continue to apply, Member States should ensure that the online platform is open to all repairers that fulfil those requirements. Member States should also be free to decide whether and to what extent community-led repair initiatives, such as repair cafés, may register on the online platform, taking account of safety considerations where relevant. Registration on the online platform should always be possible upon repairers' request, provided they fulfil the applicable requirements to access the online platform.
- (23) Member States should ensure that consumers have easy access to the online platform allowing them to find suitable repair services for their defective goods. The online platform should also be accessible to vulnerable consumers, including persons with disabilities, in accordance with applicable Union law relating to accessibility.
- (24) The search function based on products may refer to the product type or brand. Since repairers cannot know the specific defect before a request to repair has been made, it is sufficient that they provide on the online platform generic information on key elements of repair services to enable consumers to decide whether to repair the good in question, in particular the average time to complete repair, the availability of temporary replacement goods, the place where the consumer hands over the goods for repair and the availability of ancillary services. Repairers should be encouraged to regularly update their information on the online platform. In order to build consumer confidence

in the repair services available on the online platform, repairers should be able to demonstrate their adherence to certain repair standards.

- (25) In order to facilitate obtaining the European Repair Information Form, the online platform should include the possibility for consumers to directly request that form from the repairer through the online platform. This possibility should be displayed in a prominent manner on the online platform. To create awareness of national online repair platforms and to facilitate access to such platforms across the Union, Member States should ensure that their online platforms are accessible through relevant national webpages connected to the Single Digital Gateway established by Regulation (EU) 2018/1724 of the European Parliament and of the Council⁸. ~~*To raise consumer awareness of the online platform, Member States should undertake appropriate steps, for instance sign-post the online platform on related national websites or carry out communication campaigns. Member States should communicate to the Commission the link of existing online platforms for repair in their territory within 12 months after entry into force of this Directive and the link of every new online platform for repair within 14 working days of their launch. The Commission should keep a publicly available and easily accessible and machine-readable database of online platforms for repair registered within the Member States.*~~ (Rapporteur 11, RE 145)
- (25a) *To raise consumer awareness of the online platform for repair, Member States should take appropriate steps, for instance signposting the online platform on related national websites or carrying out communication campaigns. Economic operators or online platforms allowing long-distance contracts should also take appropriate steps to inform consumers about the online platform for repair, for instance, by sending the consumer the link or advertising it in store. Methods to raise awareness shall take into account and be accessible for consumers with low literacy and digital skills.* (Rapporteur 12, RE 145)
- (26) In order to promote sustainable consumption of goods in situations outside the liability of the seller, the online platform should also promote goods subject to refurbishment as an alternative to repair or to buying new goods. To that end, the online platform should include a functionality allowing consumers to find sellers of goods subject to refurbishment or businesses buying defective goods for refurbishment purposes, in particular by enabling a search function per product category. Such sellers of goods subject to refurbishment or purchasers of defective goods for refurbishment should have access to the platform based on the same principles and technical specifications applicable to the repair functionality.
- (27) The Commission should enable the development of a voluntary European quality standard for repair services, for instance by encouraging and facilitating voluntary cooperation on a standard between businesses, public authorities and other stakeholders, *such as independent and community repair providers*, (Rapporteur 15) or by issuing a standardisation request to the European standardisation organisations. A European standard for repair services could boost consumer trust in repair services across the Union. Such standard could include aspects influencing consumer decisions on repair, such as the time to complete repair, the availability of temporary replacement goods, quality assurances such as a commercial guarantee on repair, and the availability

⁸ Regulation (EU) 2018/1724 of the European Parliament and of the Council of 2 October 2018 establishing a single digital gateway to provide access to information, to procedures and to assistance and problem-solving services and amending Regulation (EU) No 1024/2012 (OJ L 295, 21.11.2018, p. 1).

of ancillary services such as removal, installation and transportation offered by repairers.

Compromise Amendment 3

Articles 8, 9, 9a, 10, 11 and corresponding recitals

Compromise amendment replacing all relevant amendments, including AMs 14, 38-42, 147, 174, 194, 220, 311, 318-319, 322, 324-326, 328-330, 359, ENVI 20.

Article 8 **Enforcement**

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

Article 9 **Consumer information**

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

Article 9a **Member States measures promoting repair**

- 1. Member States shall take appropriate measures promoting repair.**
- 2. The measures referred to in paragraph 1 may, for example, take the form of repair vouchers, national repair funds or other measures and incentives.**
- 3. Member States shall report to the Commission the measures taken under paragraph 1. By ... [12 months after the date of transposition of this Directive], the Commission shall make the measures introduced by Member States publicly available. Member States**

shall report to the Commission on the applicable measures by...[12 months ~~year~~ after the date of transposition of this Directive]. (Rapporteur 38, S&D 319, Greens 318, EPP 311, Left 359)

4. Member States shall ensure that the fundamental freedoms to provide services and of establishment as enshrined in the Treaties apply to providers of repair services, including in line with Directive (EU) 2018/958, as applicable. Furthermore, Member States shall not introduce in their national laws unjustified qualification requirements for professional repair services nor shall conduct checks, inspections or investigations which are unjustified in the light of those fundamental freedoms.

5. Member states shall ensure that the provider of a repair shall be liable for any lack of conformity for the repaired part or parts, aspects or feature of the good, which exists at the time when the consumer received the repaired good and which becomes apparent within a minimum period of at least twelve months of that time. (ECR 220)

6. Member States shall ban practices that impede consumers to exert their right to repair, including but not limited to:

(a) Banning practices that induce consumers to think that their good cannot be repaired due to previous repair or inspections by an independent repairer, non-professional repairer or end-users, or by inducing that it may generate risks related to safety;

(b) Prohibit any contractual, hardware or software technique that could prevent or limit repair and prohibit the refusal to repair a good that has been previously repaired by an independent repairer, non-professional repairer or end-user. (Greens 194)

Article 10

Mandatory nature

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

Member States shall ensure that commercial guarantees of durability sold in addition to the legal guarantee of conformity under Directive (EU) 2019/771, shall always include a right to repair for the product covered during its duration. When promoting the commercial guarantee, producers shall ensure that a summary of the conditions of the commercial guarantee is provided in a clear and precise manner, so that consumers are fully aware of their rights and are not misled. (Renew 322)

~~*Proposal to move new addition in paragraph 2 in Article 12 Amendments to the Sales of Goods Directive (Art 17)*~~

Article 11

Penalties

1. Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to Articles 4, 5 and 6 and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective proportionate and dissuasive.
- 1a. Member States shall ensure that the following non-exhaustive and indicative criteria are taken into account for the imposition of penalties, where appropriate:*
 - (a) the nature, gravity, scale and duration of the infringement;*
 - (aa) the financial capabilities and the size of the concerned enterprise;*
 - (b) any action taken by the seller or producer to mitigate or remedy the damage suffered by consumers;*
 - (c) any previous infringements by the seller or producer;*
 - (d) the financial benefits gained or losses avoided by the seller or producer due to the infringement, if the relevant data are available;*
 - (e) penalties imposed on the seller or producer for the same infringement in other Member States in cross-border cases where information about such penalties is available through the mechanism established by Regulation (EU) 2017/2394 of the European Parliament and of the Council ;*
 - (f) any other aggravating or mitigating factors applicable to the circumstances of the case. (Rapporteur 39, Renew 324, S&D 325, Greens 326)*
- 1b. Member States shall ensure that when penalties are to be imposed in accordance with Article 21 of Regulation (EU) 2017/2394, they include the possibility either to impose fines through administrative procedures or to initiate legal proceedings for the imposition of fines, or both, the maximum amount of such fines being at least 4 % of the seller's or producer's annual turnover in the Member State or Member States concerned. (Rapporteur 40)*
- 1c. For cases where a fine is to be imposed in accordance with paragraph 1b, but information on the seller's or producer's annual turnover is not available, Member States shall introduce the possibility to impose fines, the maximum amount of which shall be at least EUR 2 million. (Rapporteur 41, Greens 328)*
2. Member States shall, by ~~24~~ **12** 18 months **(Rapporteur 42, Left 329, Greens 330)** from the entry into force notify the Commission of the rules and of the measures referred to in paragraph 1 and shall notify it without delay of any subsequent amendment affecting them.

Corresponding recitals:

(26a) As a clear majority of Union citizens prefer having a good repaired rather than buying a new one^{1a}, all consumers should have the means to have their goods repaired outside of

the legal guarantee period. This would not only serve the Green Transition but support European businesses as well. In this regard, Member States should develop financial incentives to promote repair. In many Member States such measures already exist in the form of national repair funds or repair vouchers. In order to support the Member States further in promoting repair the Commission should consider proposing ~~propose~~ an amendment to the Council to extend the scope of point (19) of Annex III to Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax to other product categories, at least to those mentioned in Annex II of this Directive. This could create more coherence between the product categories foreseen in Annex II of this Directive and the Annex III of the Council Directive 2006/112/EC. This could enable all consumers to have their goods repaired rather than buying a replacement. In addition, Member States should pay particular attention to micro, small and medium sized enterprises as their businesses are a vital part of the repair chain. Member States should report to the Commission the measures taken, and the Commission should make the measures publicly available. (Rapporteur 14, Greens 147, ENVI 20, EPP 174)

(26b) It is necessary that Member States lay down penalties for infringements of this Directive and ensure that they are enforced. The penalties should be effective, proportionate and dissuasive.

Compromise Amendment 4

Articles 12, 13, 14 and corresponding recitals

Compromise amendment replacing all relevant amendments, including AMs 16-19, 43-51, 157, 166, 333-335, 338, 342, 352, 355-358.

Article 12

Amendments to Directive (EU) 2019/771

Directive (EU) 2019/771 is amended as follows:

(1) Article 7(1), point (d) is replaced by the following:

‘(d) be of the quantity and possess the qualities and other features, including in relation to durability, **reparability**, functionality, compatibility and security normal for goods of the same type and which the consumer may reasonably expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller, or other persons in previous links of the chain of transactions, including the producer, particularly in advertising or on labelling.’ (Rapporteur 43, Greens 333)

(2) ~~Article 10, paragraph 6 of the Directive is replaced by the following:~~

~~"Member States shall ensure that, in the case of second-hand goods and especially refurbished goods, the seller and the consumer can not agree to contractual terms or agreements with a shorter liability or limitation period than those referred to in paragraphs 1, 2, and 5. Member States may maintain or introduce longer time limits."~~ (Rapporteur 44, Greens 335)

~~(3)~~ (2) Article 13 is amended as follows:

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

~~'In~~ By way of derogation from the first ~~sentence of this~~ **subparagraph**, where the costs for replacement are equal to or greater than the costs for repair, the seller shall repair the goods in order to bring those goods in conformity, ***unless the repair is factually or legally impossible or would create significant inconvenience to the consumer.***' (Rapporteur 45)

(b) the following paragraph is inserted:

'3a. In the event that the consumer chooses for repair as the remedy to have the goods brought into conformity, the consumer may also request from the producer directly that the goods are brought into conformity. A fulfilment of this request by the producer is deemed to discharge the seller from its liability pursuant to Article 10. (Rapporteur 46, Greens 334)

(c) the following paragraph is inserted:

"4a. Where, in accordance with paragraph 2 of this Article, the good has been brought into conformity by means of repair, the seller or producer shall be liable for any lack of conformity which exists at the time the consumer received the repaired goods and which becomes apparent within ~~2 years~~ 1 year after that time provided that Member States have maintained or introduced time limits for the conformity of the original good in accordance with Article 10, paragraphs 1, 2 or 3. This shall not apply if the seller has already successfully repaired the goods in accordance with Article 10. Without prejudice to Article 7(3), this paragraph shall also apply to goods with digital elements. This paragraph shall be without prejudice to other time limits under Article 10 and further claims of the consumer."(Rapporteur 47, Greens 352)

~~(4)~~ (3) Article 14 is amended as follows:

(a) Paragraph 1 is replaced by the following:

"1. Repairs shall be carried out:

a) free of charge;

(b) *within* a reasonable period of time ~~15 calendar days~~ **15 working days from the moment the seller has been informed by the consumer about the ~~lack of conformity~~ **repair**;**

(c) without any significant inconvenience to the consumer, taking into account the nature of the goods and the purpose for which the consumer required the goods; and

(d) *depending on the specificities of the relevant product-category, in particular of its permanent availability for the consumer, the seller shall provide the consumer free of charge with a replacement good, including a refurbished good on loan for the duration of the repair if the repair cannot be completed during the period referred to in point b).* (Rapporteur 48, The Left 338, EPP 342, Greens 355)

(b) the following paragraph is inserted:

“1a. Replacements shall be carried out:

a) free of charge;

b) within a reasonable period of time from the moment the seller has been informed by the consumer about the lack of conformity;

c) without any significant inconvenience to the consumer, taking into account the nature of the goods and the purpose for which the consumer has required the goods.

(d) upon the explicit request by the consumer, by offering a refurbished good”
(Rapporteur 49, Greens 356, RE 358)

(c) the following paragraph is inserted:

“4a. In the event that the consumer decides, pursuant to Article 13(3a), that the producer shall bring the goods in conformity by means of repair, the producer shall be understood as being the seller in terms of this article.” (Rapporteur 50, Greens 357)

~~(5)~~ (4) *Article 17 is amended as follows:*

(a) the following paragraph is inserted:

“1a. The commercial guarantee is without prejudice to the consumer’s right pursuant to Article 13(3a) to choose for the producer to repair a good that is not in conformity. Any terms of the commercial guarantee that discourage the consumer from making use of its right pursuant to Article 13(3a) are deemed to be void.” (Rapporteur 51)

Article 13

Amendment to Directive (EU) 2020/1828

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

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

Article 14

Amendment to Regulation (EU) 2017/2394

In the Annex to Regulation (EU) 2017/2394, the following point 27 is added:

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

Corresponding recitals:

(28) In order to promote repair within the liability of the seller as established in Directive (EU) 2019/771, the harmonised conditions under which the choice between the

remedies of repair and replacement can be exercised should be adapted. The principle established in Directive (EU) 2019/771 to use the consideration whether the remedy chosen would impose costs on the seller that are disproportionate as compared to the other remedy, as one of the criteria to determine the applicable remedy, should be maintained. The consumer remains entitled to choose repair over replacement, unless repair would be *factually or legally* impossible ~~or it would impose disproportionate costs on the seller as compared to replacement~~. However, where the costs for replacement are higher than or equal to the costs of repair, the seller should always repair the goods, *unless the repair would create significant inconvenience to the consumer. Situations where the repair would create significant inconvenience to the consumer should be considered on a case-by-case basis while taking into account the nature of the goods and the purpose for which the consumer required the goods. In that respect, the Court of Justice of the European Union has established that a significant inconvenience to the consumer could be understood as a burden that is likely to deter the average consumer from asserting his rights. In this context, this is especially the case where the consumer has a valid interest for non-interrupted use of the goods, and a temporary replacement cannot be provided or cannot be provided in good time or would not be adequate to the consumer's needs, thereby dissuading the consumer from repairing the goods. Significant inconvenience can also be assumed where the goods have already undergone repair measures to meet the conformity standards and the goods subsequently require repair after a short period of time due to a lack of conformity, thereby damaging confidence in the reparability of the goods and dissuading the consumer from exercising his right to repair. Furthermore, in situations where a repair does not lead to bringing the good in conformity, the principles established by Directive 2019/771 should apply. This should prevent situations where a consumer faces consecutive repairs for the same defect of the same good.* Hence, ~~the consumer is entitled to choose replacement as a remedy only where it is cheaper than repair.~~ Directive (EU) 2019/771 should therefore be amended accordingly. (Rapporteur 16)

- (28a) *To support consumers and incentive repair, the seller should, depending on the specificities of the relevant product-category, loan the consumer a replacement product, if the repair was not completed within a reasonable period of time. This replacement product can also be a refurbished good but should be temporarily loaned to the consumer without cost. Furthermore, the seller should undertake the repair within a reasonable period of time.* (Rapporteur 17)
- (28b) *Directive (EU) 2019/771 imposes an obligation on sellers to repair goods in the event of a lack of conformity existing at the time when the goods were delivered and which becomes apparent within the liability period. In order to promote repair within the liability period, once they choose repair as a remedy to bring a good into conformity, consumers should be able to benefit from an extended liability period of an additional one year starting from the moment their good is returned to them, repaired, provided that Member States have maintained or introduced time limits for the conformity of the original good in accordance with Article 10, paragraphs 1, 2 or 3. This extension of the legal guarantee period should only apply to the first repair under Directive (EU) 2019/771. Directive (EU) 2019/771 should therefore be amended accordingly.* (Rapporteur 18, Greens 157)
- (28c) *Consumers choosing repair as the remedy to have the goods brought in conformity should be allowed to choose between the seller or the producer to have the goods being*

brought into conformity. When consumers choose that the product should be brought into conformity by the producer, a direct producer liability should be established for the repair of products. In such a case, the producer should repair the product to remedy the non-conformity. Producers should try to react swiftly with their assessment if the product can be repaired. If repair is impossible the producer should assess the situation and solve it in a convenient way for the consumer, for instance by getting in touch with the initial seller and the consumer. To avoid the same repair for the same defect by the seller in such a case, the seller should be discharged from his liability for that defect and once successfully repaired by the producer, the good should be regarded as being in conformity. No other rights of the consumer under Directive (EU) 2019/771 should be affected by this producer liability in case of repair as remedy to a non-conformity. (Rapporteur 19, Greens 166)

(28d) In order to incentive consumers to opt for repair, the commercial guarantee should not contain any terms that would discourage consumers from making use of its right to repair a good that is not in conformity.

- (29) In order to enable the enforcement of the rules set out in this Directive by means of representative actions, an amendment of Annex I to Directive (EU) 2020/1828 of the European Parliament and of the Council¹⁶ is necessary. For competent authorities designated by their Member States to cooperate and coordinate actions with each other and with the Commission in order to enforce compliance with the rules set out in this Directive, an amendment of the Annex to Regulation 2017/2394 of the European Parliament and of the Council¹⁷ is necessary.

Compromise Amendment 5

Articles 14a, 15, 16, 17, 18, 19 and corresponding recitals

Compromise amendment replacing all relevant amendments, including AMs 52-56, 360, 364, 367-372, ENVI 56.

Article 14a Evaluation report

1. By [5 years after the entry into force of this Directive], the Commission shall carry out an evaluation of this Directive and assess its contribution, and in particular Articles 5, 9a and 12, to the proper functioning of the internal market, the high level of consumer protection and the improvement of the environmental sustainability of products, as well as their impact on businesses, in particular micro, small and medium enterprises.

With regards to Article 7 it shall evaluate and assess the effectiveness of online platforms for repair based on data from individual Member States, containing information on the number of active repair service providers, consumers and the number of transactions performed.

2. The Commission shall draw up a report on the main findings and submit it to the European Parliament, the Council, the European Economic and Social Committee, and the

Committee of the Regions. Member States shall provide the Commission with the information necessary for the preparation of that report.

3. The report shall be accompanied, where appropriate, by a legislative proposal. (Rapporteur 52, ECR 360, EPP 367, ECR 370, ENVI 56)

Article 15

Exercise of the delegation

1. The power to adopt delegated acts is conferred on the Commission subject to the conditions laid down in this Article.
2. The power to adopt delegated acts referred to in Article 5(4) shall be conferred on the Commission for a period of six years from [one month after the entry into force of this act]. The Commission shall draw up a report in respect of the delegation of power not later than nine months before the end of the six-year period. The delegation of power shall be tacitly extended for periods of an identical duration, unless the European Parliament or the Council opposes such extension not later than three months before the end of each period.
3. The delegation of power referred to in Article 5(4) may be revoked at any time by the European Parliament or by the Council. A decision to revoke shall put an end to the delegation of the power specified in that decision. It shall take effect on the day following the publication of the decision in the Official Journal of the European Union or at a later date specified therein. It shall not affect the validity of any delegated acts already in force.
4. Before adopting a delegated act, the Commission shall consult experts designated by each Member State acting in accordance with the principles laid down in the Inter-institutional Agreement of 13 April 2016 on Better Law-Making.
5. As soon as it adopts a delegated act, the Commission shall notify it simultaneously to the European Parliament and to the Council.
6. A delegated act adopted pursuant to Article 5(4) shall enter into force only if no objection has been expressed either by the European Parliament or the Council within a period of two months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by two months at the initiative of the European Parliament or of the Council.

Article 16

Transitional provisions

1. Article 5(1) and (2) and Article 6 of this Directive shall not apply to contracts for the provision of repair services concluded before [~~24-12~~ 18 months after the entry into force]. **(Rapporteur 53, The Left 364)**
2. Article 12 of this Directive shall not apply to sales contracts concluded before [~~24-12~~ 18 months after the entry into force] **(Rapporteur 54)**

Article 17

Transposition

1. Member States shall bring into force the laws, regulations and administrative provisions necessary to comply with this Directive by [~~24-12-18~~ 18 months from the entry into force] at the latest. They shall immediately inform the Commission thereof. **(Rapporteur 55, The Left 368, Greens 369)**

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

Member States shall apply those measures from [~~24-12-18~~ 18 months from the entry into force]. **(Rapporteur 56, The Left 371, Greens 372)**

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

Article 18

Entry into force

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

Article 19

Addressees

This Directive is addressed to the Member States.

Done at Brussels,

For the European Parliament
The President

For the Council
The President

Corresponding recitals:

(16a) By 5 years after the entry into force of this Directive, the Commission should carry out an evaluation of this Directive and assess its contribution, and in particular Articles 5, 9a and 12, to the proper functioning of the internal market, the high level of consumer protection and the improvement of the environmental sustainability of products, as well as their impact on businesses, in particular micro, small and medium enterprises. With regards to Article 7 it should evaluate and assess the effectiveness of online platforms for repair based on data from individual Member States, containing information on the number of active repair service providers, consumers and the number of transactions performed. The Commission should draw up a report on the main findings and submit it to the European

Parliament, the Council, the European Economic and Social Committee, and the Committee of the Regions. Member States should provide the Commission with the information necessary for the preparation of that report. The report should be accompanied, where appropriate, by a legislative proposal.

- (30) In order to allow economic operators to adapt, transitional provisions concerning the application of some Articles of this Directive should be introduced. Thus, the obligations to repair and to provide related information on this obligation should apply to contracts for the provision of repair services after [24 **18** months after the entry into force]. The amendment to Directive (EU) 2019/771 should apply only to sales contracts concluded after [24 **18** months after the entry into force] to ensure legal certainty and to provide sellers with sufficient time to adapt to the amended remedies of repair and replacement.
- (31) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents¹⁸, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified.

Compromise Amendment 6

Annexes

Compromise amendment replacing all relevant amendments, including AMs 57-70, 378, 380, 385.

ANNEX I

EUROPEAN REPAIR INFORMATION FORM

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

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

2. Information on the repair service

Good to be repaired	[Identification of the good]
Determination of the defect	[Description of the defect]
Type of repair suggested	[What kind of measures will be taken to repair the defect]
Maximum price expected for repair or, if it cannot be calculated, the applicable calculation method and maximum price of repair	[This means the total amount or, if not possible, the calculation method and the ceiling for the repair service, in EUR/national currency]
Estimated time to complete repair	[In days, counting from the conclusion of the contract until the repair will be completed]
Availability of a temporary replacement product	[A temporary replacement product means that the consumer will receive an equivalent product for use during the time of repair, the repairer has to indicate 'Yes' or 'No']
If yes, indicate the corresponding costs, if any:	[In EUR/national currency]
Place of repair	[The place where repair is carried out by the repairer, for instance, at the residence of the consumer, the location of the repair facility or elsewhere]
If applicable, the availability of ancillary services	[Indicate if and to the extent ancillary services such as removal, installation and transportation are offered, or 'None' if no ancillary service is offered for the repair concerned]
If yes, indicate the corresponding costs, if any:	[In EUR/national currency, per service offered]
<i>If applicable, additional information provided voluntarily by the repairer</i>	

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

ANNEX II

**LIST OF UNION LEGAL ACTS LAYING DOWN REPARABILITY REQUIREMENTS
AND LIST OF REPARABLE GOODS**

(Rapporteur 57, Rapporteur 58, Greens 378, Greens 380)

1. Household washing machines and household washer-dryers—*according to Commission Regulation (EU) 2019/2023*⁹(Rapporteur 59)
2. Household dishwashers *according to Commission Regulation (EU) 2019/2022*¹⁰(Rapporteur 60)
3. Refrigerating appliances with a direct sales function *according to Commission Regulation (EU) 2019/2024*¹¹(Rapporteur 61)
4. Refrigerating appliances *according to Commission Regulation (EU) 2019/2019*¹²(Rapporteur 62)
5. Electronic displays *according to Commission Regulation (EU) 2019/2021*¹³(Rapporteur 63)
6. Welding equipment *according to Commission Regulation (EU) 2019/1784*¹⁴ (Rapporteur 64)
7. Vacuum cleaners *according to Commission Regulation (EU) 666/2013*¹⁵(Rapporteur 65)

⁹ Commission Regulation (EU) 2019/2023 of 1 October 2019 laying down ecodesign requirements for household washing machines and household washer-dryers pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1015/2010 (OJ 315, 5.12.2019, p. 285).

¹⁰ Commission Regulation (EU) 2019/2022 of 1 October 2019 laying down ecodesign requirements for household dishwashers pursuant to Directive 2009/125/EC of the European Parliament and of the Council amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EU) No 1016/2010 (OJ 315, 5.12.2019, p. 267).

¹¹ Commission Regulation (EU) 2019/2024 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances with a direct sales function pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 315, 5.12.2019, p. 313).

¹² Commission Regulation (EU) 2019/2019 of 1 October 2019 laying down ecodesign requirements for refrigerating appliances pursuant to Directive 2009/125/EC of the European Parliament and of the Council and repealing Commission Regulation (EC) No 643/2009 (OJ 315, 5.12.2019, p. 187).

¹³ Commission Regulation (EU) 2019/2021 of 1 October 2019 laying down ecodesign requirements for electronic displays pursuant to Directive 2009/125/EC of the European Parliament and of the Council, amending Commission Regulation (EC) No 1275/2008 and repealing Commission Regulation (EC) No 642/2009 (OJ 315, 5.12.2019, p.241).

¹⁴ Commission Regulation (EU) 2019/1784 of 1 October 2019 laying down ecodesign requirements for welding equipment pursuant to Directive 2009/125/EC of the European Parliament and of the Council (OJ 272, 25.10.2019, p. 121).

¹⁵ Commission Regulation (EU) 666/2013 of 8 July 2013 implementing Directive 2009/125/EC of the European Parliament and of the Council with regard to ecodesign requirements for vacuum cleaners (OJ 192, 13.07.2013, p. 24).

8. Servers and data storage products *according to Commission Regulation (EU) 2019/424*¹⁶(Rapporteur 66)
- ~~9. Motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles according to Regulation (EU) 2018/858 and Commission Regulation (EU) No 461/2010 (Rapporteur 67)~~
11. ~~9.~~ 10. Mobile phones, cordless phones and tablets *according to Commission Regulation (EU)...*¹⁷ (Rapporteur 68)
- ~~12. Batteries according to Regulation (EU) 2023/1542~~¹⁸ (Rapporteur 69, Greens 385)
13. Bicycles (Rapporteur 70)

¹⁶ Commission Regulation (EU) 2019/424 of 15 March 2019 laying down ecodesign requirements for servers and data storage products pursuant to Directive 2009/125/EC of the European Parliament and of the Council and amending Commission Regulation (EU) No 617/2013 (OJ 74, 18.03.2019, p. 46).

¹⁷ ...