

The Consumer Voice in Europe

## HOW TO DELIVER A RIGHT TO REPAIR TO EUROPEAN CONSUMERS

BEUC Recommendations for the trilogue negotiations



**Contact: Patrycja Gautier – [consumer-rights@beuc.eu](mailto:consumer-rights@beuc.eu)**

**BUREAU EUROPÉEN DES UNIONS DE CONSOMMATEURS AISBL | DER EUROPÄISCHE VERBRAUCHERVERBAND**  
Rue d'Arlon 80, B-1040 Brussels • Tel. +32 (0)2 743 15 90 • [www.twitter.com/beuc](https://www.twitter.com/beuc) • [www.beuc.eu](http://www.beuc.eu)  
EC register for interest representatives: identification number 9505781573-45



Co-funded by the European Union

Ref: BEUC-X-2023-161 - 06/12/2023

## Why it matters to consumers

Throwing goods away prematurely can put an important strain on our planet and our household budgets. Instead of increasing the amount of waste, more consumer products should be repaired to increase their lifespans. For this to happen, consumers need an effective and practical right to repair which improves their access to free or affordable repair and limit multiple barriers to repair consumers currently face.

## Summary

---

The European Commission's March 2023 proposal for a Directive on common rules promoting the repair of goods (also known as the right to repair proposal)<sup>1</sup> has been significantly improved by co-legislators in the Resolution of the European Parliament (EP)<sup>2</sup> adopted on 21 November 2023 and the Council's position<sup>3</sup> adopted on 22 November 2023.

BEUC calls on the co-legislators to preserve these improvements and ensure that the final text:

### **Within the legal guarantee:**

- Maintains the consumer choice between repair and replacement (by deleting the change to the hierarchy of remedies proposed by the European Commission).
- Introduces a one-year extension of the legal guarantee period after repair, while allowing Member States to maintain or introduce a longer extension or multiple extensions.
- Introduces an obligation for sellers to inform consumers about the choice between repair and replacement; and about the extension of the guarantee period if they opt for repair.
- Allows consumers to claim free repair of goods under the legal guarantee, directly from the producer.

### **Beyond the legal guarantee:**

- Expands the scope of the obligation to repair beyond products for which the reparability requirements are provided under EU law.
- Bans anti-repair practices, such as producers impeding repair by any contractual, hardware or software techniques.
- Introduces national measures promoting repair (such as repair funds or repair vouchers).

---

<sup>1</sup> [COM\(2023\) 155 final](#)

<sup>2</sup> [https://www.europarl.europa.eu/doceo/document/TA-9-2023-0400\\_EN.pdf](https://www.europarl.europa.eu/doceo/document/TA-9-2023-0400_EN.pdf)

<sup>3</sup> <https://data.consilium.europa.eu/doc/document/ST-15408-2023-INIT/en/pdf>

- Introduces a new one-year guarantee for repaired product parts, with a possibility for Member States to maintain or introduce longer guarantee periods (minimum harmonisation).
- Makes the European Repair Information Form mandatory for repairers under the obligation to repair.
- Strengthens the enforcement provision to provide for higher sanctions and align it with the so-called Omnibus Directive<sup>4</sup>.

## BEUC Key Recommendations for the trilogue negotiations

---

### Measures within the legal guarantee

#### 1. Consumer choice between repair and replacement

The European Commission in its legislative initiative on the right to repair proposed to take away the consumer choice to a remedy by prioritising repair if it is cheaper or the same price as the replacement. This is disproportionate in BEUC's view, as it contradicts the principle of contractual justice and **unacceptably limits existing consumer rights**.

Repair is not always the best solution for consumers to solve the non-conformity of their products. Consumers should have a right to have a well-functioning product they paid for, instead of being at the mercy of (often multiple) repairs that might not be fully successful or which might diminish the value of the product. The choice of primary remedy should therefore remain with the consumer.

We regret that the European Parliament in its position decided to keep this controversial change to the hierarchy of remedies. In our view the added safeguards<sup>5</sup> will not sufficiently protect consumers from the unilateral decision of the trader, which would be very difficult for consumers to contest in practice.

Instead of imposing repair, we recommend that co-legislators introduce measures promoting repair for consumers (most importantly by extending the legal guarantee period after the consumer opts for repair – see more about this measure under point 2).

**BEUC strongly supports the Council position which maintains the consumer choice regarding the remedy for non-conformity of goods.**

---

<sup>4</sup> Directive 2019/2161 on better enforcement and modernisation of Union consumer protection rules.

<sup>5</sup> According to amendment 66 of the European Parliament, repair would have to be prioritised, unless it is "factually or legally impossible or would create significant inconvenience to the consumer".

## 2. Extension of the legal guarantee period

The best way to encourage consumers to opt for repair is to ensure that if something goes wrong, they can still be protected and entitled to another free repair. In this context, offering an extension to the liability period is a great step forward. A similar measure already exists in some Member States<sup>6</sup> and is highly valued by national consumer organisations that advise consumers and help consumers exercise their rights.

The European Commission's impact assessment has also concluded that such a measure would be efficient in achieving the sustainability goals of this proposal<sup>7</sup>. We were very happy to see that both the European Commission and the Council decided to include the measure in their positions. We recommend combining the best elements of both positions into a joint compromise text (one year extension, minimum harmonization, and obligation for the trader to inform about this extension).

In addition, other measures should also be considered by co-legislators to encourage more consumers to choose repair, with the aim of reducing its inconvenience by clarifying the time during which the product should be repaired and by providing the consumer with a replacement product.

BEUC strongly supports the European Parliament and the Council positions to offer an extension of the legal guarantee period for consumers who decide to repair their products.

We recommend co-legislators combine the best elements of both positions:

- One year extension period as proposed by the European Parliament
- Possibility for Member States to maintain or introduce more than one extension for a longer period (minimum harmonisation) as proposed by the Council.
- Obligation for the trader to inform consumers about this extension as proposed by the Council.

## 3. Producers to be directly liable for repairs under the legal guarantee

Under current EU consumer law, consumers can only address the seller directly to bring their products back to conformity with their sales contract. This is counter-intuitive for many consumers as they often see the producer (not the seller) as the party responsible for the product defect and also better placed to repair or replace it. It will become even more so once the new obligation to repair outside the legal guarantee will be introduced. Consumers might find it hard to understand why they can address the producer directly under one scheme and not the other.

Introducing a direct claim to the producer into the Sales of Goods Directive would in our view have a positive impact on achieving the proposal's sustainable consumption goals. Making the producer directly responsible for free repairs of faulty products would create **an important incentive on producers to create better quality and more durable goods**. This is especially valid in the context of products becoming more and more complex, and with sellers having no real influence on their design.

---

<sup>6</sup> For example, in France or Portugal the legal guarantee is being extended for an additional 6 months. In Portugal such extensions are possible up to four times.

<sup>7</sup> [SWD\(2023\) 59 final](#)

The option to bring a direct claim against the producer would finally **remove the main obstacle for using the Sales of Goods Directive as a legal basis for collective redress proceedings**. Until today, any court action had to be launched against each and every seller separately. This happened for example in the Volkswagen scandal, which has led to thousands of legal proceedings across the EU. There were some collective actions launched directly against Volkswagen, but they all had to be launched based on a different legal basis (national tort law, Unfair Commercial Practices Directive). This significantly reduces the redress options for consumers under the legal guarantee rights.

BEUC strongly supports the European Parliament position to allow consumers to claim free repair, for goods under the legal guarantee, directly from the producer.

## Measures beyond the legal guarantee

### 4. European Repair Information Form (Art. 4)

Consumers often lack clear and comparable information on repair prices and repair conditions. The Commission's proposal to introduce a harmonised EU form on which such information can be requested (in a detailed repair quote) was therefore welcomed. However, making it fully voluntary as proposed by the European Parliament would significantly reduce its effects on achieving the objectives of this proposal.

BEUC supports the Council position to make the repair form mandatory for manufacturers, authorised representatives, importers, and distributors who have an obligation to repair under Art. 5, and where applicable, subcontractors.

### 5. Obligation to repair (Art. 5)

The new obligation on producers to repair goods, outside of the legal guarantee, is at the core of the initial European Commission proposal. This new measure must be strengthened to truly match consumer expectations.

First and foremost, **the scope of its application should be expanded**. In this regard, we support the European Parliament's efforts to include other types of product groups to annex II (starting with bicycles). Removing the condition that these goods need to have repairability requirements provided by EU acts, will allow the European Commission to further expand the product groups to which this measure applies.

BEUC supports the European Parliament proposal to expand the scope of the obligation to repair.

## 6. Financial incentives for repair

High repair prices are the most important barrier to repair reported by consumers in the context of our PROMPT project<sup>8</sup>. It is therefore crucial that an initiative that aims at promoting the repair of goods introduces measures that tackle this issue.

In this context, we support the European Parliament proposal to include in this Directive the new article 9a<sup>9</sup>, obliging Member States to take appropriate measures promoting repair, such as national repair funds and repair vouchers. We consider this article a great step forward in tackling national repair barriers and at the same time allowing Member States the flexibility to choose measures that would work best in their national context.

Existing national schemes can already serve as a great source of inspiration. The French repair fund was recently amended to allow for higher automatic price reductions and to cover more types of repairs<sup>10</sup>. On the other hand, within the first year of the Austrian repair voucher scheme, vouchers were redeemed 560,000 times.

BEUC supports the European Parliament proposal to include an obligation for Member States to adopt national measures promoting repair (such as repair funds or repair vouchers).

## 7. Ban of anti-repair practices

This proposal is a great opportunity to tackle various barriers to repair that are being reported both by consumers and by the independent repair sector.

Different technical or legal limitations are being used to impede consumer access to affordable repair. For example, consumers who have two broken smartphones of the same brand and model cannot use parts of one phone to repair the other, because of software locks that will not allow for it. Instead, they will be pushed to buy expensive new spare parts that they might not be able to afford. This is unacceptable.

We support the European Parliament's efforts to ban producers from using the following anti-repair practices<sup>11</sup>:

- impeding repair by any contractual, hardware or software technique.
- refusing to service or repair a device that was previously repaired outside of their authorised service or distribution networks.

BEUC supports the European Parliament proposal to ban anti-repair practices.

<sup>8</sup> <https://prompt-project.eu/>

<sup>9</sup> EP amendment 59.

<sup>10</sup> For more information see: <https://www.quechoisir.org/actualite-reparabilite-le-bonus-reparation-sera-double-n107394/>

<sup>11</sup> EP Amendment 59 – Article 9 a (new), paragraph 6.

## 8. Guarantee on the repaired product

Only a limited number of EU countries currently have guarantees on repaired product parts<sup>12</sup>. Introducing a new right for repairs outside the legal guarantee framework on the EU level would create an additional incentive for consumer to repair their goods and an insurance that if something goes wrong they will not be left to the repairer's mercy. The proposed twelve-month (at least) guarantee for any lack of conformity for the repaired part, aspect or feature of a good, included in the EP position<sup>13</sup>, is therefore very welcomed.

However, it is important to allow Member States to preserve or introduce guarantees for repaired parts, which would benefit consumers. We therefore recommend a minimum harmonisation in the context of this new guarantee.

BEUC supports the European Parliament proposal to introduce a new guarantee for repaired parts. We recommend however that Member States are left with a possibility to maintain or introduce such a guarantee for a period longer than twelve months (minimum harmonisation).

## 9. Enforcement

The wording of Art. 11 of the proposal stating that the penalties available at the national level for infringement of this Directive shall be "effective, proportionate and dissuasive" is in our view too vague and will lead to great discrepancies in the level of enforcement between Member States. Instead, we recommend aligning this article with the recently adopted Directive 2019/2161 on better enforcement and modernisation of Union consumer protection rules (Omnibus Directive). It will ensure that maximum sanctions available under the national system will have to be at least as high as 4% of the trader's annual turnover.

BEUC supports the European Parliament proposal to align the provision on penalties with the Omnibus Directive.

---

<sup>12</sup> For example, in countries such as Italy, Croatia or Czech Republic the repaired product part is subject to the new guarantee of two years.

<sup>13</sup> EP Amendment 59 – Article 9 a (new), paragraph 5.

