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

The new Directive 2024/825 aims to improve consumer protection by encouraging more sustainable consumption patterns and avoiding misleading environmental claims (“greenwashing”). This Directive will be complemented by the proposal for a Directive on Green Claims, which is still under negotiation.

In the last decade, society’s concern for the care and protection of the environment has grown exponentially. As a result, the environmental and social impact and performance of products and services has also become very important, significantly affecting consumption decisions.

In line with the above, sustainability and the ecological and environmental characteristics of a product or service have become one of the main marketing tools used by businesses to attract consumers, who increasingly take this aspect into account when deciding whether to purchase a product or contract a service.

In this respect, in order to encourage the transition to a greener model and contribute to the proper functioning of the internal market, it is essential that consumers are able to make informed purchasing decisions, which contributes to more sustainable consumption patterns. This in turn means that traders need to take responsibility for providing clear, relevant and reliable information on the sustainability of the products or services offered.

It is also considered necessary to strengthen and make more transparent the pre-contractual information provided to consumers on the durability, reparability, recyclability, circularity and availability of updates of products and services.

To achieve these objectives, the new Directive 2024/825 (the “**new Directive**”) amends two key directives: (i) Directive 2005/29/EC on unfair commercial practices (“**Directive 2005/29/EC**”); and (ii) Directive 2011/83/EU on consumer rights (“**Directive 2011/83/EU**”).

1. Amendment of Directive 2005/29/EC on unfair commercial practices

Article 1 of the new Directive amends Articles 2, 6, and 7 and Annex I of Directive 2011/83/EU.

In this respect, Directive 2005/29/EC has been amended to address unfair commercial practices that mislead consumers and prevent them from making sustainable consumption choices, such as practices associated with early obsolescence of goods, misleading environmental claims (“greenwashing”), misleading information about the social characteristics of products or traders’ businesses, or non-transparent and non-credible sustainability labels.

The need to address this problem stems from research conducted by the European Commission which found that, out of a study of 150 “green” advertising actions, 53.3% lacked specificity, were misleading or unsubstantiated.

The following articles of Directive 2005/29/EC have therefore been amended:

- i) Article 6(1) is amended to add **environmental and social characteristics and circularity aspects** to the list of the main product characteristics in respect of which a trader's practices may be considered misleading, following a case-by-case analysis.
- ii) Article 6(2) is amended to **prohibit claims** related to the environmental, social and circularity characteristics of a product, as well as its durability, reparability or recyclability, **where they are not supported by clear, objective, publicly available and verifiable commitments and targets**. In this regard, the commitments and targets should be set out in a detailed and realistic implementation plan that demonstrates how they will be achieved, allocating appropriate budgetary resources and technological developments to this end.

Another potentially misleading commercial practice to add to the prohibited practices referred to in Article 6 (2) of Directive 2005/29/EC is that of advertising benefits to consumers that are irrelevant and not directly related to any feature of that particular product or business and which could mislead consumers into believing that that product or business is more beneficial to consumers, the environment or society than other products or traders' businesses of the same type.

- iii) **Comparing products** based on their environmental or social characteristics or circularity aspects, such as durability, reparability or recyclability, is an increasingly common marketing technique that could be misleading for consumers, who are not always able to assess the reliability of such information.

To avoid misleading consumers in this way, Article 7 has been amended to require traders to provide consumers with information on the method of comparison, on the products being compared and the suppliers of those products, and on the measures in place to keep the information up to date.

- iv) Lastly, Annex I of Directive 2005/29/EC has been amended to prohibit the following misleading practices:
 - a) Displaying **sustainability labels** that are not based on a certification scheme or that are not established by public authorities.
 - b) Making **generic environmental claims** that are not supported by recognised environmental performance, such as “environmentally friendly” or “green”.
 - c) Making **environmental claims about the entire product**, when in fact, they only refer to a specific, non-representative aspect of the company.
 - d) All **claims based on greenhouse gas emission offsets**, which state that a product has a neutral, reduced or positive impact on the environment. They are considered to mislead consumers by leading them to believe that such claims relate to the product itself or to the supply and production of that product, as they give consumers the false impression that the consumption of that product has no environmental impact.
 - e) **Presenting as a distinctive feature** of the trader's offer **requirements imposed by law on all products of the relevant product category** on the Union market, including imported products. This prohibition should apply, for example, where the trader advertises that a particular product does not contain a specific chemical substance, when that substance is already prohibited by law for all products of that product category in the Union.
 - f) In relation to **protection against unfair commercial practices in software updates**, the new Directive extends the prohibition on withholding relevant information from the consumer on the negative impact that **software updates** may have on the functioning of goods with digital elements. This legal mandate imposes an obligation on those responsible for software updates to have or, failing that, to obtain from reliable sources (such as software developers, suppliers, or competent authorities) truthful information about the impact of such updates on digital goods or services¹. This provision

¹ See Recital 17

seeks to prevent planned obsolescence and ensure that consumers can make informed decisions regarding updates to their digital devices or services.

- g) Presenting as necessary a software update that only enhances functionality features².
- h) Any commercial communication in relation to a good which contains a feature introduced to limit its durability, even though the trader has information about the feature and its effect on the durability of the good. This prohibition covers both software designed to reduce the functionality of the good after a certain period of time, and unintentional design or manufacturing flaws known to the trader, which, if not corrected, would lead to the premature failure of the product. This measure is aimed at both producers and traders who have reliable information on these features, thus promoting more durable and sustainable products.
- i) Falsely asserting that under normal conditions of use a good has a durability determined in terms of usage time or intensity.
- j) Promoting products as repairable when they are not.
- k) Inducing the consumer to replace or repair the consumables of a product before it is necessary for technical reasons.
- l) Withholding information relevant to the consumer on the impairment of the functionality of a good, particularly when using consumables, spare parts or accessories not supplied by the original producer.

2. Amendment of Directive 2011/83/EU on consumer rights

Article 2 of the new Directive amends Articles 2, 5, 6, and 8 of Directive 2011/83/EU. In addition, Articles 22a (Harmonised notice and harmonised label) and 27a (Committee procedure) have been created.

In this respect, Directive 2011/83/EU has been amended to provide consumers with better pre-contractual information on durability, reparability and availability of upgrades. Such information should be provided to consumers in a clear and comprehensible manner, and in line with the accessibility requirements of Directive (EU) 2019/882 of the European Parliament and of the Council.

Firstly, as stated in the new Directive, traders selling goods should be required, if the producer makes the information available to the trader, to inform consumers about the existence and duration of any **commercial guarantee of durability**, offered by the producer at no additional cost, covering the entire good and with a duration of more than two years. In addition, this information should be provided to the consumer by means of a **harmonised label** which must be displayed in a visible place.

Furthermore, traders must inform consumers about the existence and duration of the producer's commercial guarantee of durability for the entire good and not for specific components of the good.

Secondly, in order to avoid possible confusion with the information on the commercial guarantee of durability, it is established that a **harmonised notice** should also be displayed in a prominent manner and should remind consumers of the existence of the **legal guarantee** of conformity and its main elements (including its minimum duration of two years and a general reference to the possibility that the duration of the legal guarantee of conformity may be longer under national law).

In addition to the above, the producer and seller should remain free to offer other types of commercial guarantees and after-sales services. However, the information provided to the consumer about other commercial guarantees

² The new Directive clarifies the difference between security updates (necessary for the safe use of the product), and those that only improve functional features and are not essential for product conformity, and consequently prohibits presenting an update as necessary for product conformity when it only improves functional features, thus avoiding misleading or manipulating the consumer's perception of the need for such updates.

should not confuse the consumer with regard to the existence and duration of the **commercial guarantee of durability** offered by the producer at no additional cost.

On the other hand, in relation to **pre-contractual information obligations regarding durability and software updates**, the new Directive introduces specific requirements to provide consumers with pre-contractual information on the durability and reparability of goods, as well as on the period of time during which free software updates will be offered for goods with digital elements. This effort to increase transparency aims to empower consumers to make more informed choices and stimulate demand for more durable and sustainable goods³. This information on software updates must be provided in a way that is not misleading in accordance with Directive 2005/29/EC.

That said, pursuant to Directive 2011/83/EU, before consumers are bound by a contract, traders are obliged to provide them with information on (i) the existence and conditions of after-sales services, including repair services, where such services are provided and (ii) the reparability score for the good provided by the producer.

Under the new Directive, traders are expected to provide other relevant information on the repair of goods made available by the producer, such as information on the availability, estimated cost and procedure for ordering spare parts that are necessary to keep the goods in conformity, the availability of repair and maintenance instructions and repair restrictions.

Ultimately, under the new Directive, traders must provide consumers with the harmonised label, information on the minimum period during which updates are provided, and repair information other than the reparability score, provided that the producer or provider of the digital content or services, if different from the trader, has made such information available to the trader.

Where applicable, traders should also inform consumers about the availability of environmentally friendly delivery options, such as the delivery of goods by cargo bike or electric delivery vehicle or the possibility to opt for bundled shipping options.

3. Transposition and entry into force

The new Directive will enter into force 20 days after publication in the OJEU. Member States will have until 27 March 2026 at the latest to transpose it, with effective implementation from 27 September 2026.

³ See Recitals 25 and 33.

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