

Proposal for a Directive on Common Rules Promoting the Repair of Goods

Response Template

Closing Date for Responses - **8 September 2023**

Email Response Template to - conspol@enterprise.gov.ie

Important - Please note that completed templates from all respondents will be collated.

Therefore, it would be appreciated if formatting text within the table could be avoided (for example, bullet points, carriage returns)

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Article 1 - Subject matter, purpose and scope (and associated Recitals)

1. This Directive lays down common rules promoting the repair of goods, with a view to contributing to the proper functioning of the internal market, while providing for a high level of consumer and environmental protection.

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.

Recital 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. 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.

Recital 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 Council, 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.

Recital 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 set out rules on repair of such goods. Repair should result in more sustainable consumption, 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 while also producing benefits for consumers by avoiding costs associated with new purchases in the short term.

Response:

We support the [Right to Repair campaign position](#) that, while this proposal's intent to grant Europeans a right to repair their products is a step in the right direction, the policy options outlined in the proposal do not go far enough to support a universal right to repair.

In light of this, it will be important that the proposal addresses the key barriers facing professional repairers, end-users who wish to repair their own items and community-led repair initiatives like repair cafés which are outlined below. We propose therefore that sufficient time be allowed to amend this legislation in line with the principles of the right to repair prior to finalisation of the text.

Specifically, the following considerations must be taken into account by the co-legislature:

- Amendments to consumer legislation in order to promote repair will only be effective if devices are repairable in the first place: consumer legislation can only complement ambitious ecodesign requirements.
- Consumers must be supported in being able to obtain repairs from the provider of their choice, or to carry out the repair themselves. The availability of spare parts and instructions for independent repairers and consumers is essential to ensure wider and easier access to repair solutions. Access to spare parts should be granted within a reasonable timeframe and at a reasonable and non-discriminatory cost, for a period corresponding to at least the expected lifespan of the product.
- Repair will only become a more attractive, viable option for consumers if it is affordable. In the current climate of high living costs, tackling the affordability of repair should be high on the political agenda. To achieve this, recognition of second hand and third party spare parts is essential. The proposal
 - should further promote the affordability of repair via limitations on the price of spare parts, by specifying spare parts shall be made available with a reasonable and non-discriminatory price for independent professionals and end users, as it is worded in the agreed Proposal for a Regulation of the European Parliament and of the Council concerning batteries and waste batteries, repealing Directive 2006/66/EC and amending Regulation (EU) No 2019/1020 (COM(2020)0798 – C9-0400/2020 – 2020/0353(COD)), art. 11 §5,
 - require that *“the Commission shall ensure that guidelines are created within one year from the adoption of this Directive, defining specific criteria for assessing compliance with reasonable and non discriminatory pricing”*, and
 - make price a criterion of the EU repair index and provide an EU framework for financial incentives. Some stakeholders claim that subsidising repair costs would encourage poor practices in use and maintenance of products. However, the high cost of repairs is still

a key barrier between a product being theoretically repairable and actually repaired. The current system implicitly incentivises product replacement over repair, by not factoring all externalities associated with the throwaway economy.

- Anti-repair practices preventing or limiting repair beyond manufacturer authorised networks must be banned. This notably includes designs where original manufacturers have to remotely authorise a part replacement before full functionality is restored, or where serial numbers of the part and product have to be synchronised via proprietary software (part pairing). In recent political debates, the extension of the legal guarantee has been suggested as a means to foster repair. It should be noted that extending the legal guarantee as it currently exists in EU law is unlikely to lead to more durable products unless the points mentioned under Article 12 are addressed.

We urge the European Parliament and Council to take these points into consideration throughout the negotiations, and increase the ambition to establish a universal right to repair in Europe.

Specific proposed amendments to recitals and Article 1, recommended by Right to Repair include:

Recital 12	Recital 12
<p>(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. 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</p>	<p>(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. 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.</p> <p>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.</p>

instance, in relation to guaranteed durability of goods.

In order to create a level playing field and enable fair competition, producers should make available spare parts with a reasonable and non-discriminatory price for independent professionals and end users.

Studies have shown that consumers generally only consider repair when the cost is below 30%-40% of the product value. Given that the cost of a repair is generally composed of labour cost, spare parts cost and transportation cost, spare parts prices should not be considered reasonable if the price of an individual spare part exceeds 30% of the purchase price of the product as a whole.

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.

Justification:

According to the recent JRC draft [Study for the guidelines on removability and replaceability of portable and LMT batteries](#) (Spiliotopoulos e.a., 2023), repairs are generally only carried out when the cost is below 30%-40% of the product value.

This may be a high estimate: according to Sahra Svensson-Hoglund ea., [Barriers, enablers and market governance: A review of the policy landscape for repair of consumer electronics in the EU and the U.S. \(2021\)](#): “generally, the willingness to pay for repairs of small electronics has been estimated to be 20% of the replacement cost”. A 15-20% threshold is proposed in Florent Curel e.a., [Guide pratique: Rendre la réparation accessible](#) (Club de la durabilité, 2023) (publication forthcoming, draft report consulted by R2R EU).

Recital 14	Recital 14
<p>(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 Council¹⁶, 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</p>	<p>(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 Council¹⁶, 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. To</p>
<p>consequence, the consumer can select a repairer of its choice.</p>	<p><i>complement those measures, access for independent repairers and consumers to spare parts, the related information, any tool and auxiliary means 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 a repairer.</i></p>
<p>Justification: The Right to Repair coalition supports MEP Repasi's amendment of Recital 14 as it recognizes and strengthens the consumers' universal right to repair and to seek repair from the repair provider of their choice.</p>	

Recital 27	Recital 27
<p>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 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 of ancillary services such as removal, installation and transportation offered by repairers.</p>	<p>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 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 of ancillary services such as removal, installation and transportation offered by repairers. <i>The standard and its development shouldn't be limited to repairers that are employed or contracted by the manufacturer or exclude independent and community repair providers.</i></p>
<p>Justification: The proposed amendment is more inclusive and representative of the different actors in the repair ecosystem and so should be more all-encompassing and implementable.</p>	

Article 1	Article 1
This Directive lays down common rules promoting the repair of goods, with a view to contributing to the proper functioning of the internal market, while providing for a high level of consumer and environmental protection.	This Directive lays down common rules to create a universal right to repair goods for consumers, opening the repair after sales market and promoting the repair of goods, with a view to contributing to the proper functioning of the internal market, while providing for a high level of consumer and environmental protection.
<p>Justification:</p> <p>To make repair more accessible and mainstream, we are advocating for a universal right to repair, which means opening the repair after sales market and allowing consumers to seek repair from the provider of their choice, or to carry out the repair themselves.</p>	

Article 2 – Definitions (and associated Recitals)

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;
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 or affiliated with such producers or sellers;
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]
7. 'distributor' means distributor as defined in Article 2, point (45), of Regulation [on the Ecodesign for Sustainable Product];
8. 'goods' means goods as defined in Article 2, point (5), of Directive (EU) 2019/771 except water, gas and electricity;
9. 'refurbishment' means refurbishment as defined in Article 2, point (18), 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;

Recital 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.

Response:

As highlighted above, consumers must be supported in being able to obtain repairs from the provider of their choice, or to carry out the repair themselves. Therefore the definition of "repairer" must be sufficiently broad as to reflect this universal right to repair ambition. Furthermore, second hand and third party spare parts must be recognised and included in the proposals.

Specific proposed amendments to Article 2, recommended by Right to Repair include:

Article 2 definitions	Article 2 definitions
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 or affiliated with such producers or sellers;	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 or affiliated with such producers or sellers, and community repair initiatives such as repair cafés ;
<p>Justification:</p> <p>The proposed amendment is more inclusive and representative of the different actors in the repair ecosystem and so should be more all-encompassing and implementable.</p>	
	Article 2 bis new
	Consumers shall be able to seek quality and affordable repair from the provider of their choice using either original, 3D printed or reused second-hand parts that comply with EU standards, safety and environmental regulations.
<p>Justification:</p> <p>We are advocating for a universal right to repair, which means allowing consumers to seek repair from the provider of their choice, or to carry out the repair themselves. Availability of spare parts and instructions for independent repairers and consumers is essential to ensure wider and easier access to repair solutions.</p>	

Article 2 ter new

- 1. Any contractual, hardware or software technique preventing or limiting independent repair outside of a manufacturer or distributor's certified networks shall be prohibited.**
- 2. If a manufacturer has designed a product in a way that enables self-repair and has provided adequate safety instructions allowing an end user to repair the product, the manufacturer cannot be held liable for any damage that might occur during or after the self-repair due to the user's mistake or failure to adhere to the provided repair instructions.**
- 3. Manufacturers or distributors shall not mislead consumers into thinking exercising their right to repair may generate technical or safety related risks.**
- 4. If a good has been previously serviced by a non-authorized service provider, the vendor should not refuse to repair the good.**

Justification:

We are advocating for a **universal right to repair**, which means allowing consumers to seek repair from the provider of their choice, or to carry out the repair themselves. Availability of spare parts and instructions for independent repairers and consumers is essential to ensure wider and easier access to repair solutions. Access to spare parts should be granted within a reasonable timeframe and at a reasonable and non-discriminatory cost, for a period corresponding to at least the expected lifespan of the product.

Anti-repair practices preventing or limiting repair beyond manufacturer authorised networks **must be banned**. This notably includes designs where original manufacturers have to remotely authorise a part replacement before full functionality is restored, or where serial numbers of the part and product have to be synchronised via proprietary software ([part pairing](#)).

Regarding **liability**, some manufacturers would be open to enabling self repair, or doing so to a larger extent than they currently do, but are held back by concerns around liability in case of defects or accidents. This is the number one reason manufacturers mention for not making spare parts and repair information available to consumers. Addressing these concerns could lead to increased options for affordable repair through voluntary improvement in repair support for those products that would not be directly covered by

repairability requirements at this point. Therefore, we suggest an amendment adopting the provisions of Art. L.441-5 of the French *Code de la Consommation* at a European level.

The proposal should **prevent vendors from refusing to repair under the legal guarantee if the device has been previously serviced by a non-authorised service provider** (for problems outside of the conformity scope).

Article 3 - Level of harmonisation (and associated Recitals)

Member States shall not maintain or introduce in their national law provisions diverging from those laid down in this Directive.

Recital 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.

Recital 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.

Response:

No comments

Article 4 - European Repair Information Form (and associated Recitals)

1. 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.
2. Repairers other than those obliged to repair by virtue of Article 5 shall not be obliged to provide the European Repair Information Form where they do not intend to provide the repair service.

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.

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.

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 price or, if the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated and the maximum price for the repair;

(f) the estimated time needed to complete the repair;

(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;

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.

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.

Recital 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 2019/882.

Recital 8 - The consumer's free choice to decide by whom to have its goods repaired should be facilitated by requesting the European Repair Information Form not only from 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 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.

Recital 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, 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 information included in the European Repair Information Form. 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 the European Repair Information Form where they consider that the costs for obtaining that form are too high.

Recital 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 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.

Recital 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.

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

Response:

As outlined above, financial incentives to make repair more cost-effective for both the repairer and the consumer are required. The cost to the consumer associated with the request for a European Repair Information Form should be minimised where possible.

One issue with the European Repair Information Form is that in many cases, repair cost estimations require a physical examination of the product. The costs of the physical examination of products will need to be covered for repairers, but this in turn should be subsidised by financial supports or covered by the price of the repair if the consumer entrusts the repair to the provider who issued the quote, where consumer repairs are subsidised or supported. It is important to note in relation to this article that professional repairers among Right to Repair's members estimate that only 20-30% of customers currently ask for binding quotes.

Any processes related to information forms must be simple for both consumers and repairers, avoiding too much bureaucracy.

While this article identifies a key issue, policies which ban repair monopolies or provide for increased access to spare parts for independent repairers will be more effective tools for driving down the price of repair and should therefore be prioritised.

Specific proposed amendments to Article 4, recommended by Right to Repair include:

Article 4.3

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. 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.

Article 4.3

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. 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.
The repairer may request the consumer to pay the necessary costs involved by a physical examination of the product. These costs may be deducted from the final price of the repair, if the consumer entrusts the repair to the provider who issued the Repair Information Form.

Justification:

The process needs to be simple for both consumers and repairers, avoiding too much bureaucracy. In many cases it might not be possible for repairers to estimate price without actually troubleshooting the device. Repairers should therefore **retain the possibility to charge for repair cost estimations that involve a physical examination of the product**. This cost could be covered by the price of the repair if the consumer entrusts the repair to the provider who issued the quote.

Article 5 - Obligation to Repair (and associated Recitals)

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 listed in Annex II. The producer shall not be obliged to repair such goods where repair is impossible. The producer may sub-contract repair in order to fulfil its obligation to repair.
2. Where the producer obliged to repair pursuant to paragraph 1 is established outside the Union, its authorised representative in the Union shall perform the obligation of the producer. 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 shall perform the obligation of the producer.
3. Producers shall ensure that independent repairers have access to spare parts and repair-related information and tools in accordance with the Union legal acts listed in Annex II.
4. The Commission is empowered 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 in the light of legislative developments.

Recital 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.

Recital 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 to which reparability requirements imposed by Union legal acts apply. 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.

Recital 12 - Since the obligation to repair imposed on producers under this Directive covers defects that are not due to the nonconformity 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. 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.

Recital 13 - Producers may fulfil their obligation to repair by subcontracting repair, for instance, if the producer does not have the repair infrastructure or if repair can be carried out by a repairer located closer to the consumer, among others where the producer is established outside the Union.

Recital 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 Council, 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 a repairer of its choice.

Recital 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. This should enable producers located outside the Union to organise and perform their obligation to repair within the Union.

Recital 16 - To avoid overburdening producers and to ensure they are able to perform their obligation to repair, that obligation should be limited to those products for which and to the extent any reparability requirements are provided for in Union legal acts. Reparability requirements do not oblige producers to repair defective goods, but ensure that goods are repairable. 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 Council, 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 repairable 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 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.

Recital 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 Council is already using the criterion whether repair is impossible and national courts are applying it.

Response:

In order to encourage fair competition between producers and independent repairers, additional measures must be introduced to make spare parts more accessible for independent repairers at a reasonable and non-discriminatory price. The price of a spare part should not be considered reasonable if it exceeds 30% of the total value of the product. Spare parts should be made available to independent repairers and end users for a period equal to at least the expected lifespan of the product. If spare parts are not available at any given time, the producer should be obliged to provide the blueprints for additive manufacturing of the part to independent repairers and end users free of charge and within a specified period.

The requirement on manufacturers to provide repair information should include:

- Details of component variables and requirements to ensure compatibility, which are known to manufacturers but immeasurable by third-party technicians or consumers.
- Technical data sheets for all parts and information about the commercial availability of replacement parts and suppliers.
- Availability of a wider range of spare parts and materials to facilitate maintenance.
- An accessible database of products by grouping e.g. bikes and components, to account for consumer loss of documentation, change of ownership, identifying markings being accidentally removed or parts being repainted for maintenance.
- Updated information where production of replacement parts are discontinued, information on obtaining new replacement parts or, as above, all necessary variables needed to get compatible replacement parts.
- Maintenance instructions for all components and products.
- Open access to necessary tools so the end consumer may choose to repair without involvement of the original manufacturer.

It will also be important for the Commission to focus efforts on adding major product groups to Annex II in order to expand the scope of this directive.

Specific proposed amendments to Article 5, recommended by Right to Repair include:

Article 5	Article 5
<p>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 listed in Annex II. The producer shall not be obliged to repair such goods where repair is impossible. The producer may sub-contract repair in order to fulfil its obligation to repair.</p>	<p>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, <i>all energy-related products as well as any products covered by future ecodesign requirements under regulation 2022/0095.</i> for which and to the extent that reparability requirements are provided for by Union</p>

2. Where the producer obliged to repair pursuant to paragraph 1 is established outside the Union, its authorised representative in the Union shall perform the obligation of the producer. 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 shall perform the obligation of the producer.

3. Producers shall ensure that independent repairers have access to spare parts and repair-related information and tools in accordance with the Union legal acts listed in Annex II.

4. The Commission is empowered 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 in the light of legislative developments.

~~legal acts as listed in Annex II.~~ The producer shall not be obliged to repair such goods where repair is impossible. The producer may sub-contract repair in order to fulfil its obligation to repair.

2. Where the producer obliged to repair pursuant to paragraph 1 is established outside the Union, its authorised representative in the Union shall perform the obligation of the producer. 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 shall perform the obligation of the producer.

3. Producers shall not implement any contractual, hardware or software technique preventing or limiting either independent repair outside of their certified networks, or the use of compatible, 3D printed or second-hand parts, including those parts sourced from waste electric and electronic equipment, provided they comply with EU standards, safety and environmental regulations for repair.

4. Producers shall ensure that independent repairers have access to **original** spare parts and repair-related information and tools **at a reasonable and non discriminatory price** in accordance with the Union legal acts listed in Annex II.

Spare parts shall be made available for purchase separately as individual units, without any requirement to purchase any other associated part.

5. Information relevant for repair and refurbishment, including repair instructions and information about spare parts availability shall be included in Digital Product Passports for all product groups for which an obligation for a Digital Product Passport exists after Art. 8 Regulation 2022/0095 or Art. 65 Regulation 2020/0353.

~~4. The Commission is empowered 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 in the light of legislative developments.

6. The Commission shall ensure that guidelines are created within one year from the adoption of this Directive, defining specific criteria for assessing compliance with reasonable and non discriminatory pricing.

7. If at any time a spare part is not available for purchase by independent professionals and end users and it is possible to produce said part by an additive manufacturing process (know as '3D printing'), manufacturers shall provide free of charge, to independent professionals and end users, the three-dimensional plans which allow the fabrication of the part by additive manufacturing.

Justification:

This provision could be effective:

- **If its scope were extended** beyond the current 8 product categories already covered by repairability ecodesign requirements (currently washing machines, dryers, dishwashers, fridges, displays, welding equipment, vacuum cleaners, servers). This selection of products means that the most problematic and unrepairable products (such as energy-related products) are completely exempt from repair requirements, and will continue to be discarded. The opportunity of the current proposal is that, as consumer legislation, it can be horizontal and applicable to many more consumer products; The latest (2023) [JRC report on ICT](#) and [ICT study by the European Environmental Bureau](#) both called for more repairable electronics by demonstrating significant material savings potential.
- **If it creates a universal right to repair**, which means allowing consumers to seek repair from the provider of their choice, or to carry out the repair themselves. Repair will only become a more attractive, or in fact viable, option for consumers if it is affordable. This can only be attained by creating a level playing field between OEMs and independent repairers.

The proposal therefore needs to:

- **ban any hardware or software technique by which a manufacturer seeks to limit or make impossible the independent repair** or refurbishment of a product, or to limit the product's functionalities after repair outside of their authorised networks;

- Ban the practice of “part bundling”, meaning the sale of parts bundled together without giving the opportunity to buy them separately, as this increases the price of repair for consumers;
- ensure that end-users and any independent operator dealing with second-hand products, such as refurbishers and repairers, are allowed to **use compatible consumables, spare parts or accessories** that are not necessarily provided solely by the original manufacturer, as long as such consumables, spare parts or accessories are in conformity with European ecodesign and safety regulations;
- the proposal should further promote the affordability of repair via limitations on the price of spare parts through a mention that spare parts shall be made available with a **reasonable and non-discriminatory price** for independent professionals and end users, as it is worded in the agreed *Proposal for a Regulation of the European Parliament and of the Council concerning batteries and waste batteries, repealing Directive 2006/66/EC and amending Regulation (EU) No 2019/1020 (COM(2020)0798 – C9-0400/2020 – 2020/0353(COD))*, art. 11 §5.
- Regarding the provision on **3D printing**, current manufacturing processes for parts, in particular plastic parts, require large batch volumes to be economically feasible. This requires predicting the volume of required spare parts accurately, which may be challenging. In case the stock of spare parts runs out, 3D printing technology may offer a solution for producing small batches of parts or even single parts. In addition, 3D printing could in some cases take over after the period during which the manufacturer is obliged to provide spare parts, and it could offer a safety net in other cases where spare parts are not available, whether their availability were legally required or not. Therefore, we suggested an amendment adopting the provisions of Art. L.111-4 of the French *Code de la Consommation* at a European level.
- to ensure the implementability of this provision, the proposal should also require the **EU Commission to develop specific criteria for assessing compliance with reasonable and non discriminatory pricing.**

Article 6 - Information on obligation to repair (and associated Recitals)

Member States shall ensure that producers inform consumers of their obligation to repair pursuant to Article 5 and provide information on the repair services in an easily accessible, clear and comprehensible manner, for example through the online platform referred to in Article 7.

Recital 20 - In order to increase the consumer awareness on the availability of repair and thus its likelihood, producers 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 the need for the consumer to request it, and in line with the accessibility requirements of Directive 2019/882. The producer is free to determine the means through which it informs the consumer.

Response:

We recommend that the information provided to consumers by producers should follow an agreed-upon template in which information specific to the producer or good is inputted into a standardised form rather than the format of this information being determined by the producer. This form should be clear, concise and comprehensible by all members of society. The introduction of this standardised form would ensure clarity of language and save time and resources on the part of the producer. Standardisation would also mean that a consumer already familiar with the form would know where to look for specific information when purchasing subsequent products. EU-wide consistency on this point would encourage acceptance by consumers and independent repairers.

Article 7 - Online platform for repair ad goods subject to refurbishment (and associated Recitals)

1. Member States shall ensure that at least one online platform exists for their territory that allows consumers to find repairers. That platform shall:

(a) include search functions regarding goods, location of repair 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;

(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;

(d) allow repairers to indicate their adherence to applicable European or national quality standards;

(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

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 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.

Recital 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. 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.

Recital 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.

Recital 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.

Recital 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.

Recital 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 Council. 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.

Recital 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.

Response:

Ireland already has a national online platform called 'Repairmystuff.ie' which allows consumers to locate repairers. This puts Ireland in a strong position in relation to this article. The Irish platform already has a function allowing consumers to search by product category and location, and

allows independent repairers to request a listing. Repairmystuff.ie can serve as an example for other member states when creating their platforms, since it showcases an inclusive approach to promoting repair services.

Building on this experience, efforts must be made to ensure inclusivity in the online platforms, through:

- Taking steps to feature community-led initiatives like repair cafés and social enterprises.
- Prohibition of practices on the online platforms which support the monopolisation of repair.

Member states should not be free to decide which repairers can register for the online platform. All repairers should have equal opportunity to register for the platform including community repair initiatives like repair cafés and social enterprises. Any restrictions should apply only to the types of products repairers are permitted to repair in accordance with national requirements for accreditation or registry with a particular association.

Specific proposed amendments to Article 7, recommended by Right to Repair include:

Article 7(3)	Article 7(3)
Registration on the online platform for repairers, as well as for 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.	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.
Justification: Registration to the platform should be as inclusive as possible. Inclusion of independent repair businesses is essential to promote a more competitive environment, as well as to	

ensure that a broader range of repair services - which might not be offered by original equipment manufacturers - is publicised. We strongly support the possibility for **inclusion of community repair initiatives** such as repair cafés in the national online platforms and encourage stronger wording in this sense. Without the possibility for independent repairers or community repair initiatives to register on the platform, consumers will not have a full overview of their repair options, and so the effectiveness of the platform in promoting repair will be limited.

Repairers should be able to indicate their adherence to the proposed voluntary standard for repair services, but this **standard should not exclude independent and community repair providers**.

	Article 7(4) new
	<i>Member States shall take appropriate measures to ensure distributors inform consumers at the point of sale about the existence and services offered by the online platform.</i>
Justification: This platform could be an effective tool to make consumers aware of their repair options when a product fails if indeed they are aware of its existence. To this end, an obligation to inform consumers at the point of sale about the existence of this platform is necessary.	

Article 8 – Enforcement (and associated Recitals)

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.

Response:

Article 9 - Consumer Information (and associated Recitals)

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.

Response:

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.

Response:

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.

2. Member States shall, by 24 months 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.

Response:

Article 12 - Amendment to Directive (EU) 2019/771 (and associated Recitals)

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

‘In derogation from the first sentence of this paragraph, 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.’

Recital 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 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. 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.

Response:

Repair is often the more expensive option, but must be prioritised regardless to reduce the impact of consumption on the environment. If the principle of repair being prioritised only if the price is equal to or less than replacement is upheld, then financial incentives must be introduced in order to make repair the cheaper option than replacement (see response to article 13). Member states could be given some freedom in deciding the structure of their financial incentives, but there should be an EU Framework whereby repair is subsidised in order to bring the price of repair lower than that of replacement.

Repair should be the default priority if possible, regardless of the price comparison to replacement. If repair is impossible, the only option available within the legal guarantee should be a full refund of the purchase price. This will incentivise producers to design products for longevity, and encourage increased repair, which will have significant benefits for the environment.

Specific proposed amendments to Article 12, recommended by Right to Repair include:

Article 12	Article 12 - Amendment proposals (also referring to <i>Directive (EU) 2019/771</i>)
<p>Amendment to Directive (EU) 2019/771 In Article 13(2) of Directive (EU) 2019/771 the following sentence is added:</p> <p>‘In derogation from the first sentence of this paragraph, 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.’</p> <p>For reference: Article 13 (DIRECTIVE (EU) 2019/771)</p> <p>Remedies for lack of conformity</p> <p>1.</p> <p>In the event of a lack of conformity, the consumer shall be entitled to have the goods brought into conformity or to receive a proportionate reduction in the price, or to terminate the contract, under the conditions</p>	<p><i>Amendment to Directive (EU) 2019/771 Article 13(2) of Directive (EU) 2019/771 is replaced by the following:</i></p> <p>In order to have the goods brought into conformity, they shall be repaired in accordance with Art. 14. Goods sold as used or refurbished may also be replaced by used or refurbished goods of the same type.</p> <p><i>Amendment to Directive (EU) 2019/771 Article 13(3) of Directive (EU) 2019/771 is replaced by the following:</i></p> <p>The seller may refuse to bring the goods into conformity if repair, or in the case of goods sold as used or refurbished, replacement, is impossible.</p> <p><i>Amendment to Directive (EU) 2019/771 Article 13(4a) of Directive (EU) 2019/771 is replaced by the following:</i></p>

<p>set out in this Article.</p> <p>2.</p> <p>In order to have the goods brought into conformity, the consumer may choose between repair and replacement, unless the remedy chosen would be impossible or, compared to the other remedy, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:</p> <p>(a)</p> <p>the value the goods would have if there were no lack of conformity;</p> <p>(b)</p> <p>the significance of the lack of conformity;</p> <p>and</p> <p>(c)</p> <p>whether the alternative remedy could be provided without significant inconvenience to the consumer.</p> <p>3.</p> <p>The seller may refuse to bring the goods into conformity if repair and replacement are impossible or would impose costs on the</p>	<p><i>the seller has not completed repair or, where applicable, has not completed repair in accordance with Article 14(2) and (3), or the seller has not replaced goods sold as used or refurbished in accordance with paragraph 2 of this Article, or the seller has refused to bring the goods into conformity in accordance with paragraph 3 of this Article;</i></p>	
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seller that would be disproportionate, taking into account all circumstances including those mentioned in points (a) and (b) of paragraph 2.

4.

The consumer shall be entitled to either a proportionate reduction of the price in accordance with Article 15 or the termination of the sales contract in accordance with Article 16 in any of the following cases:

(a)

the seller has not completed repair or replacement or, where applicable, has not completed repair or replacement in accordance with Article 14(2) and (3), or the seller has refused to bring the goods into conformity in accordance with paragraph 3 of this Article;

(b)

a lack of conformity appears despite the seller having attempted to bring the goods into conformity;

<p>(c) the lack of conformity is of such a serious nature as to justify an immediate price reduction or termination of the sales contract; or</p> <p>(d) the seller has declared, or it is clear from the circumstances, that the seller will not bring the goods into conformity within a reasonable time, or without significant inconvenience for the consumer.</p> <p>5. The consumer shall not be entitled to terminate the contract if the lack of conformity is only minor. The burden of proof with regard to whether the lack of conformity is minor shall be on the seller.</p> <p>6. The consumer shall have the right to withhold payment of any outstanding part of the price or a part thereof until the seller has fulfilled the seller's obligations under this Directive. Member States may determine the</p>		
<p>conditions and modalities for the consumer to exercise the right to withhold the payment.</p> <p>7. Member States may regulate whether and to what extent a contribution of the consumer to the lack of conformity affects the consumer's right to remedies.</p>		

<p>For reference: Article 14 (DIRECTIVE (EU) 2019/771)</p> <p>Repair or replacement of the goods</p> <p>1. Repairs or replacements shall be carried out:</p> <p>(a) free of charge;</p> <p>(b) within a reasonable period of time from the moment the seller has been informed by the consumer about the lack of conformity; and</p>	<p><i>Amendment to Directive (EU) 2019/771 Article 14(1a) of Directive (EU) 2019/771 is expanded by the following:</i></p> <p><i>(a bis) by a local service provider of the consumer's choice, provided that they are registered in the Online platform for repair in accordance with Article 7 of directive 2023/0083 on common rules promoting the repair of goods. The seller shall offer the service provider fair and non-discriminatory compensation for the performed repair.</i></p>	
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<p>(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.</p> <p>2. Where the lack of conformity is to be remedied by repair or replacement of the goods, the consumer shall make the goods available to the seller. The seller shall take back the replaced goods at the seller's expense.</p> <p>3. Where a repair requires the removal of goods that had been installed in a manner consistent with their nature and purpose before the lack of conformity became apparent, or where such goods are to be replaced, the obligation to repair or replace the goods shall include the removal of the non-conforming goods, and the installation of replacement goods or repaired goods, or bearing the costs of that removal and installation.</p>	<p><i>Amendment to Directive (EU) 2019/771 Article 14(3) of Directive (EU) 2019/771 is replaced by the following:</i></p> <p>Where a repair requires the removal of goods that had been installed in a manner consistent with their nature and purpose before the lack of conformity became apparent, or where such goods are to be replaced, the obligation to repair or replace the goods shall include the removal of the non-conforming goods, and the installation of replacement goods or repaired goods. The seller shall bear the costs of that removal and installation.</p>	
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4. The consumer shall not be liable to pay for normal use made of the replaced goods during the period prior to their replacement.

Justification:

- **Repair should be the primary remedy in case of non-conformity, independently from the price of replacement.** This would lead to more repairs and create an internal incentive to actually drive down the costs and complexity of repair. We believe that **for goods that were sold new**, repair should always be offered as a remedy instead of replacement, regardless of whether it is cheaper or more expensive than replacement. **The seller may only decline to repair the product if the repair is technically impossible, in which place the only accepted remedy should be a complete refund of the purchase price.** This will provide a powerful incentive not only to repair whenever possible, but also to design products and ensure an after-sales ecosystem in such a way as to allow for cost-effective repair. However, since these factors are beyond the control of refurbishers or sellers of second hand goods, we propose to limit this obligation to the sale of new products only.
- In accordance with Article 20a of the ESPR, **products returned** and not repairable should not be destroyed or recycled but rather mandatorily given to independent operators to be disassembled and **used for spare parts**, in order to stimulate and normalise circular practices.
- The proposal should **prevent vendors from refusing to repair under the legal guarantee if the device has been previously serviced by a non-authorized service provider** (for problems outside of the conformity scope).

- In order to prolong product lifetimes, it is necessary to **open the market for independent repair service providers, also under the legal guarantee framework**, removing all repair restrictions, be they contractual, hardware or software. This option is already foreseen in Recital 54 of the Sales of Goods directive: “Member States should be able to regulate the conditions under which the seller’s obligation to repair a good can be performed by the consumer or a third party at the seller’s expense” but its implementation should no longer be optional.
- The **burden of proof should be on the seller** during the entire duration of the legal guarantee period.

Article 11 (DIRECTIVE (EU) 2019/771)

Article 11 (DIRECTIVE (EU) 2019/771) -
R2R AMENDMENT

Burden of proof

1.

Any lack of conformity which becomes apparent within one year of the time when the goods were delivered shall be presumed to have existed at the time when the goods were delivered, unless proved otherwise or unless this presumption is incompatible with the nature of the goods or with the nature of the lack of conformity. This paragraph shall also apply to goods with digital elements.

2.

Instead of the one-year period laid down in paragraph 1, Member States may maintain or introduce a period of two years from the time when the goods were delivered.

3.

In the case of goods with digital elements where the sales contract provides for the continuous supply of the digital content or digital service over a period of time, the burden of proof with regard to whether the digital content or digital service was in conformity within the period of time referred to in Article 10(2) shall be on the seller for a

Burden of proof

1.

Any lack of conformity which becomes apparent within **two years** of the time when the goods were delivered shall be presumed to have existed at the time when the goods were delivered, unless proved otherwise or unless this presumption is incompatible with the nature of the goods or with the nature of the lack of conformity. **Any repair performed by independent repairers before the lack of conformity became apparent shall have no bearing on this presumption, regardless of whether the spare parts used for the repair were supplied by the manufacturer or were parts of equivalent quality supplied by a third party.** This paragraph shall also apply to goods with digital elements.

~~2.~~

~~Instead of the one-year period laid down in paragraph 1, Member States may maintain or introduce a period of two years from the time when the goods were delivered.~~

3.

lack of conformity which becomes apparent within the period of time referred to in that Article.

In the case of goods with digital elements where the sales contract provides for the continuous supply of the digital content or digital service over a period of time, the burden of proof with regard to whether the digital content or digital service was in conformity within the period of time referred to in Article 10(2) shall be on the seller for a lack of conformity which becomes apparent within the period of time referred to in that Article.

Justification:

To make repair more easily accessible for consumers, the burden of proof should be on the seller during the entire duration of the legal guarantee period. Furthermore, the proposal should prevent vendors from refusing to repair under the legal guarantee if the device has been previously serviced by a non-authorized service provider (for problems outside of the conformity scope) or using compatible parts. This concept is already implemented in the motor vehicle sector, where regulation 461/2010 on the application of Article 101(3) to vertical agreements in the motor vehicle sector (the so-called 'Block Exemption Regulation') bans the restriction of the sales of spare parts by members of a selective distribution system.

In order to prolong product lifetimes, it is necessary to open the market for independent parts

manufacturers as well as independent repair service providers, removing all repair restrictions, be they contractual, hardware or software.

Article 13 - Amendment to Directive (EU) 2020/1828 (and associated Recitals)

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)'.

Recital 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 Council Article 14: Amendment to Regulation (EU) 2017/2394 is necessary.

Response:

As highlighted at the outset, repair will only become a more attractive, viable option for consumers if it is affordable. Some Member States have already introduced financial incentives to address the affordability of repair, including Austria and Germany (repair bonuses), France (with a repair fund), and Sweden (tax breaks on repair) - see also the Right to Repair webinar [here](#). While many of the schemes are still in their infancy, some of the preliminary outcomes are extremely encouraging.

Specific proposed amendments to Article 13, recommended by Right to Repair to address affordability include:

Art. 13 (new)

Financial Incentives

1. Member States shall develop fiscal and financial incentives to make the repair and refurbishment of products more attractive to consumers, thereby encouraging a shift towards a circular economy and a more sustainable consumption.

2. Member States may establish nationwide schemes that enable consumers to claim back a portion of the cost incurred for repairs. These schemes may also subsidise a portion of the price for purchases of refurbished products, incentivizing consumers to choose repair and refurbished options.

3. Member States shall ensure that any fiscal or financial incentives introduced under this Article are designed in a manner that complies with the relevant provisions of the Treaty on the Functioning of the European Union, including those related to state aid and fair competition.

4. The European Commission shall monitor and assess the implementation and impact of the fiscal and financial incentives introduced by Member States under this Article. It shall provide guidance and support to Member States to facilitate the effective implementation of such incentives, while ensuring compliance with EU law.

5. Member States shall regularly report to the European Commission on the measures taken and the outcomes achieved in promoting repair and refurbishment, including the effectiveness of the fiscal and financial incentives described in this Article.

6. The European Commission shall, as

necessary, review the effectiveness and adequacy of the measures implemented by Member States under this Article, and propose further actions or adjustments to ensure the promotion of reuse and repair of products within the European Union.

Justification:

Repair will only become a more attractive, or in fact viable, option for consumers if it is affordable. In the current climate of soaring living costs, **tackling the affordability of repair** should be high on the political agenda.

The proposal should provide an **EU framework for financial incentives**. Some stakeholders claim that subsidising repair costs would encourage poor practices in use and maintenance of products. We strongly disagree, as the high cost of repairs is still a key barrier between a product being theoretically repairable and actually repaired. The current system implicitly incentivises product replacement over repair, by not factoring all externalities associated with the throwaway economy.

Article 14 - Amendment to Regulation (EU) 2017/2394 (and associated Recitals)

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)

Recital 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 Council Article 14: Amendment to Regulation (EU) 2017/2394 is necessary.

Response:

Article 15 - Exercise of the delegation (and associated Recitals)

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.

Recital 17 - To ensure legal certainty, this Directive lists in Annex II relevant product groups covered by such reparability requirements under Union legal acts. In order to ensure coherence with future 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 when new reparability requirements are adopted. 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.

Response:

Article 16 - Transitional provisions (and associated Recitals)

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 months after the entry into force].
2. Article 12 of this Directive shall not apply to sales contracts concluded before [24 months after the entry into force].

Recital 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 months after the entry into force]. The amendment to Directive (EU) 2019/771 should apply only to sales contracts concluded after [24 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.

Response:

Article 17 - Transposition

1. Member States shall bring into force the laws, regulations and administrative provisions necessary to comply with this Directive by [24 months from the entry into force] at the latest. They shall immediately inform the Commission thereof. 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 months from the entry into force].

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.

Response:

General Comments on the Proposal

The proposal should consider the socioeconomic impacts of repair on a large scale and develop supports for retraining and upskilling of manufacturing workers displaced by decreased consumption of repairable goods. This will support a just transition from an unsustainable linear model of consumption to a circular economy.

The proposal should contain more focus on making repair easier and more affordable for the end user. Measures could include policies which increase the availability and affordability of spare parts and financial supports. Measures to encourage repair at the end user stage support a universal right to repair in which consumers have freedom to seek repair from a provider of their choice or to carry out the repair themselves if they so choose.