



RIGHT TO REPAIR

Right to Repair Europe Feedback

Right to Repair Europe welcomes the proposed amendments to the Unfair Commercial Practices Directive and the Consumer Rights Directive as a first step to reduce obsolescence and provide information on reparability. However, far stricter rules are needed to prevent business practices which unnecessarily and deliberately shorten the lifetime of devices.

Our response to the proposals is as follows:

1. Information on the existence and length of a producer's commercial guarantee of durability

Efforts to provide greater clarity on the provision of commercial and legal guarantees are welcome. However, the proposal could be improved as follows:

- It should be made clear to the consumer whether there is a fee for the commercial guarantee or not (with respect to recital 62, 2019/771/EC)
- When information is not provided by the producer, the information requirement should apply to all sectors, not just energy using products. Many products not using energy can reasonably have an expected duration of use longer than 2 years (e.g. furniture).
- When product groups are assessed under the new Ecodesign framework, an appropriate lifetime from a sustainability perspective should be established per group, and this should be the basis for the length of the legal guarantee.

2. Providing information on the availability of free software updates for all goods with digital elements, digital content and digital services.

Information at the point of sale on the duration of software updates is welcome. However, according to 2019/771/EC, the seller may be anyway obliged to provide software updates for a time beyond the conformity period. We suggest the following:

- The minimum period for providing updates for a device should be communicated alongside the number of years offered by the vendor to encourage competition. If no information is provided, the consumer should be informed.

- In general, the availability of software updates should be aligned with other factors of product longevity, like the duration for which spare parts are available.

3. Providing information on repairability

While we welcome the provision of information on product reparability, there is currently no EU repair score, so the information provision will be limited to vague information on the availability of spare parts and manuals. We suggest the following:

- “spare parts” is currently undefined, so this could be circumvented by only providing limited or unimportant parts. We suggest referring to “*spare parts indispensable to the repair of a good*” to ensure all necessary spare parts are provided.
- The period for which spare parts are available should be indicated. Consumers should be informed if parts, tools and manuals have not been provided by the producer.

4. Misleading consumers about the durability and repairability of products and a ban on certain practices related to the early obsolescence of goods

While we welcome efforts to prevent certain practices relating to the obsolescence of goods, we wonder whether these provisions are practicable. We are concerned that the approach taken to focus on enforcing providing information on obsolescence, rather than banning practising premature obsolescence, may be difficult to enforce.

- We think a general prohibition on practices which “foreseeably reduce the lifetime of a product” would be much more powerful in curbing obsolescence, and should be added.
- Inducing consumers to replace consumables earlier than is necessary, limiting product durability, or using software locks or part-pairing to limit functionality if non-OEM spares or consumables are used should be banned altogether
- We propose to add two new Unfair Commercial Practices to Annex 1:
 1. Omitting to inform that the seller will refuse to perform a repair on a product that has previously been repaired in another professional network, beyond the legal guarantee.
 2. Omitting to inform whether or not a software update is necessary to keep the product in conformity.