



RIGHT TO

REPAIR

Feedback from Right to Repair Europe on the EU Commission proposal “Common rules promoting the repair of goods”

The [Right to Repair Europe](#) coalition represents over 100 organisations from 21 European countries. It represents environmental NGOs and repair actors such as community repair groups, social economy actors, spare parts distributors, self-repairers, repair and refurbishing businesses, and any citizen who would like to advocate for their right to repair. This is a rapidly growing movement, and its objective to make repair affordable, accessible and mainstream is aligned with the objectives of the European Green Deal and the Circular Economy Action plan. Browse member organisations by country [here](#).

Introduction

Right to Repair Europe welcomes the Commission’s proposal for a directive on Common Rules Promoting the Repair of Goods, and this opportunity to provide feedback on the proposal. Although 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 grant a universal right to repair. In order to truly incentivise the uptake of repair and shift towards a circular economy, 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**.
- 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.
- 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. 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 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. The proposal should also 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”. Finally, the proposal should 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. 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.

- **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 sometimes been suggested as a means to foster repair. It should be noted that we don't think that extending the legal guarantee as it currently exists in EU law will lead to more durable products unless the points mentioned under Article 12 are addressed.

Introduction of a European Repair Information Form (Article 4)

- While identifying a key problem, this provision likely does not offer the right solution. Indeed the key driver to promote repair for consumers is lowering repair prices, and to enable affordability of repair, it is important to ensure that independent repairs are not disproportionately expensive. However in order to achieve this, a much more effective policy tool would be to ensure a level playing field for professionals to access spare parts by preventing monopolies, through banning repair restrictions which make repairs costly and unnecessarily complicated. Therefore, this provision should not be considered as a silver bullet as it will not drive the price of repair down per se.
- Professional repairers among our members estimate that only 20-30% of customers currently ask for binding quotes.
- 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.

Obligation of the manufacturer to repair outside the guarantee (Article 5 with information obligation in Article 6)

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 small consumer electronics and ICT) 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;

- If it drives down the price of repair and ensures that repair outside of warranty remains 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;
- require manufacturers to **make all spare parts available** to end-users, repairers, independent operators, refurbishers and remanufacturers for a period corresponding to **at least the expected lifespan of the product and for a reasonable and nondiscriminatory price**. Manufacturers should provide unrestricted access to repair and maintenance information, as well as information on the availability and price of spare parts. It should be mandatory to include this information in the Digital Product Passport for the product groups where Digital Product Passports are established. Besides, software updates (where applicable) should be provided for the duration of the expected lifetime of products;
- 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;
- prevent manufacturers from refusing to repair if the device has been previously serviced by a non-authorised service provider.

Online platform for repairs and refurbished goods (Article 7)

We welcome the attempt to bring about increased consumer awareness of their local repairers, refurbishers, and used goods buyers through the introduction of the new Online Platform. In order to make the most effective use of this tool, the following points should be considered:

- The platform should be European in order to provide the same level of information to European consumers regardless of their place of residence or purchase. As a minimum, the criteria for registering to the platform (or national platforms in the case of a national approach) should be the same across Europe.
- The platform will only be effective if people know of the existence of the platform once it is up and running. An **obligation to communicate at point of sale and in advertisement**, by sellers and distributors is needed.
- The platform will only work if enough repairers and refurbishers register and promote their services. The registration in the online national platform should automatically

oblige manufacturers to grant access to spare parts and repair information for “professional repairers” as defined in ecodesign legislation. This could be a strong incentive for businesses to register and should be communicated and advertised widely.

- 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**.
- In the current proposal, the platform is limited to listing repair providers for consumers. We recommend it is **extended to also list providers of business-to-business repair services for consumer-level products owned by businesses**.

Priority of repair over replacement within the legal guarantee, if costs of replacement are at least equal to repair costs (Article 12)

This provision could be effective if its scope was extended:

- **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.
- **Products returned and not repairable should not be recycled but rather used for spare parts.**
- 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).
- 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.

- The **burden of proof should be on the seller** during the entire duration of the legal guarantee period.
- Finally, we wish to point out that the current legal guarantee is a guarantee of conformity. It protects the consumer against goods that are, from the onset, not what was advertised or what the consumer could reasonably expect them to be - i.e. goods that are faulty or don't look or work as advertised. The legal guarantee does not automatically cover any defects that might arise after the time of purchase. The scope is therefore rather limited, and it gives the seller plenty of discretionality in deciding what might or not be covered by it.

Note: We don't think that extending the legal guarantee as it currently exists in EU law will lead to more durable products unless the above-mentioned points are addressed.

In conclusion, we strongly urge the European Parliament and Council to take these points into consideration throughout the negotiations, and increase the ambition to ensure that a universal right to repair is established in Europe.

Amendment proposals from from Right to Repair Europe on the EU Commission proposal “Sustainable consumption of goods – promoting repair and reuse”

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>

<p>instance, in relation to guaranteed durability of goods.</p>	<p><i>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.</i></p> <p><i>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.</i></p> <p>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.</p>
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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).

<p>Recital 14</p>	<p>Recital 14</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. 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>
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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</p>	<p>Recital 27</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.</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>

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.

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	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
	<ol style="list-style-type: none"> 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-authorized service provider** (for problems outside of the conformity scope).

Article 4.3	Article 4.3
<p>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.</p>	<p>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.</p> <p><i>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.</i></p>
<p>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.</p>	

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>

<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.</p> <p>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.</p> <p>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.</p>	<p>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>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>4. The Commission is empowered to adopt delegated acts in accordance with Article 15 to amend Annex II by updating the list of</p>
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	<p>Union legal acts laying down reparability requirements in the light of legislative developments.</p> <p>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.</p> <p>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.</p>
<p>Justification:</p> <p>This provision could be effective:</p> <ul style="list-style-type: none"> ● If its scope were extended beyond the current 8 product categories already covered by reparability 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. <p>The proposal therefore needs to:</p> <ul style="list-style-type: none"> ● 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 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>
<p>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.</p>	

Article 12	Article 12 - Amendment proposals (also referring to <i>Directive (EU) 2019/771</i>)
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<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 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) the value the goods would have if there were no lack of conformity;</p> <p>(b) the significance of the lack of conformity; and</p> <p>(c) 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>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>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;</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;

(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

(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.

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.

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>conditions and modalities for the consumer to exercise the right to withhold the payment.</p> <p>7.</p> <p>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>(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(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> <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>

<p>4. The consumer shall not be liable to pay for normal use made of the replaced goods during the period prior to their replacement.</p>	
<p>Justification:</p> <ul style="list-style-type: none"> ● 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. 	
<p>Article 11 (DIRECTIVE (EU) 2019/771)</p>	<p>Article 11 (DIRECTIVE (EU) 2019/771) - R2R AMENDMENT</p>

<p>Burden of proof</p> <p>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.</p> <p>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.</p> <p>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 lack of conformity which becomes apparent within the period of time referred to in that Article.</p>	<p>Burden of proof</p> <p>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.</p> <p>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.</p> <p>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 lack of conformity which becomes apparent within the period of time referred to in that Article.</p>
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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.

	<p>Art. 13 (new) Financial Incentives</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>6. The European Commission shall, as</p>
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	<p><i>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.</i></p>
<p>Justification:</p> <p>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.</p> <p>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.</p>	