KARADENİZ İHRACATÇI BİRLİKLERİ
GENEL SEKRETERLİĞİ

Sayı : 35649853-TİM.KİB.GSK.TEŞVİK.2026/1813-3315 Giresun, 14/10/2026

Konu : AB'nin "Yeşil Dönüşüm İçin Tüketicilerin Güçlendirilmesi Direktifi"ne Yönelik Soru-Cevap Belgesi

E-POSTA

KARADENİZ İHRACATÇI BİRLİKLERİ ÜYELERİNE SİRKÜLER
2026 / 490

Sayın üyemiz,

T.C. Ticaret Bakanlığının bir yazısına atfen, Türkiye İhracatçılar Meclisinden (TİM) alınan 13/10/2026 tarih 110-2761 sayılı yazıda;

Avrupa Birliği'nin (AB) Avrupa Yeşil Mutabakatı kapsamında tüketicilerin daha sürdürülebilir tüketim tercihlerinde bulunabilmelerini desteklemek ve yeşil dönüşüm sürecinde tüketicinin korunmasını güçlendirmek amacıyla 2024/825 sayılı "Yeşil Dönüşüm İçin Tüketicilerin Güçlendirilmesi Direktifi"ni (Empowering Consumers for the Green Transition– ECGT Direktifi) kabul ettiği, 28 Şubat 2024 tarihinde kabul edilen söz konusu Direktif'in, AB tüketici hukukunun temel düzenlemelerinden 2005/29/EC sayılı Haksız Ticari Uygulamalar Direktifi (UCPD) ile 2011/83/EU sayılı Tüketici Hakları Direktifinde (CRD) değişiklik yaptığı bildirilmektedir.

Anılan yazıda devamla, Direktif ile esas olarak, tüketicilerin sürdürülebilir tüketim tercihlerini etkileyebilecek "yanıltıcı çevresel iddialar (greenwashing), güvenilir ve şeffaf olmayan sürdürülebilirlik etiketleri ve ürünlerin erken eskimesine ilişkin ticari uygulamalara" karşı tüketicinin korunmasının amaçlanmakta olduğu, bu kapsamda, çevresel ve sosyal özellikler ile dayanıklılık, tamir edilebilirlik ve geri dönüştürülebilirlik gibi döngüsellik unsurları, tüketicilerin yanıltılabileceği temel ürün özellikleri arasına dâhil edildiği, belirli çevresel iddialar ve sürdürülebilirlik etiketlerine ilişkin yeni kurallar getirildiği, ayrıca, ürünlerin dayanıklılığı ve tamir edilebilirliği ile tüketicilerin yasal garanti hakları konusunda satış öncesinde daha açık ve uyumlaştırılmış bilgi sağlanmasına yönelik düzenlemelerin yapıldığı belirtilmektedir.

Öte yandan, yeni düzenlemeler çerçevesinde, gerekli koşulları karşılamayan "çevre dostu", "yeşil", "eko" ve benzeri genel çevresel iddiaların kullanılması; bir ürünün sera gazı emisyonlarının denkleştirilmesine dayanılarak "iklim nötr", "karbon nötr" veya benzeri şekilde tanıtılması ve bir sertifikasyon sistemine dayanmayan veya kamu otoritelerince oluşturulmayan sürdürülebilirlik etiketlerinin kullanılmasının belirli koşullarda yasaklanan uygulamalar arasında yer aldığı, gelecekteki çevresel performansa ilişkin iddiaların ise açık, nesnel, kamuya açık ve doğrulanabilir taahhütlere, ayrıntılı ve gerçekçi bir uygulama planına ve bağımsız üçüncü taraf doğrulamasına dayanmasının öngörülmekte olduğu ifade edilmektedir.

Sertaç S. TORAMANOĞLU tarafından 5070 sayılı kanun gereğince güvenli elektronik imza ile imzalanmıştır.

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Sayı : 35649853-TİM.KİB.GSK.TEŞVİK.2026/1813-3315 Giresun, 14/10/2026

Konu : AB'nin "Yeşil Dönüşüm İçin Tüketicilerin Güçlendirilmesi Direktifi"ne Yönelik Soru-Cevap Belgesi

Ayrıca, Direktifin, işletmeden tüketiciye (B2C) yönelik ticari uygulamaları kapsadığı, ürünlerin veya hizmetlerin kendi nitelik ve bileşimlerinden ziyade bunların tüketicilere nasıl sunulduğuna ve pazarlama ve ticari iletişimlerde kullanılan bilgilere odaklanmakta olduğu, bu doğrultuda, çevresel iddiaların yalnızca yazılı ifadelerden ibaret olmadığı; etiket, marka veya ürün adları ile görsel ve sembolik unsurların da içinde bulundukları ticari bağlama göre çevresel iddia kapsamında değerlendirilebileceği, 26 Mart 2024 tarihinde yürürlüğe girmiş olan 2024/825 sayılı ECGT Direktifini Üye Devletlerin ulusal hukuklarına aktarmaları için 27 Mart 2026 tarihine kadar süre tanındığı, yeni kuralların 27 Eylül 2026 tarihinden itibaren uygulanmaya başlandığı, söz konusu kuralların, uygulama tarihinden önce üretilmiş, sipariş edilmiş, dağıtılmış veya perakendecilerin raflarına yerleştirilmiş mevcut ürün ve ambalajlardaki çevresel iddialar ve sürdürülebilirlik etiketleri bakımından da uygulanacağı bildirilmektedir.

Yazıda son olarak, yeni hükümlere uygun olmayan mevcut ürünlerin piyasadan çekilmesi zorunluluğunun öngörülmediği, söz konusu ürünlerin uyumunun sağlanması amacıyla, uygun olmayan çevresel beyanların etiketler aracılığıyla kapatılması, düzeltilmesi ya da satış noktasında tamamlayıcı bilgi sunulması gibi makul ve orantılı düzeltici tedbirlerin uygulanabileceği, bu kapsamda, Avrupa Komisyonu tarafından söz konusu Direktifin tutarlı şekilde uygulanmasını kolaylaştırmak amacıyla 21 Eylül 2026 tarihinde ilişikte yer alan Soru-Cevap Belgesi'nin yayımlandığı, belgede Direktifin kapsamı, çevresel iddialar ve sürdürülebilirlik etiketleri, karbon nötrlüğü ve emisyon denkleştirmesine dayalı iddialar, sertifikasyon sistemleri, sosyal özelliklere ilişkin beyanlar, mevcut ürünlerin durumu ile ürünlerin dayanıklılığı ve tamir edilebilirliği konusunda tüketicilere sağlanacak bilgilere ilişkin hususlara açıklık getirildiği, Komisyon tarafından söz konusu belgenin Komisyon hizmetlerinin ön görüşlerini yansıttığı ve hukuken bağlayıcı bir yorum niteliği taşımadığı ifade edilmektedir.

Bilgilerinize sunarız.

e-imzalıdır
Sertaç Ş. TORAMANOĞLU
Genel Sekreter

Ek: Soru Cevap Belgesi (20 Sayfa)

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European Commission

Questions & Answers

Brussels, September 2026

Disclaimer:

This document provides answers to frequently asked questions by stakeholders related to Directive (EU) 2024/825 of the European Parliament and of the Council of 28 February 2024 amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and through better information. Any views expressed in this document are the preliminary views of the European Commission (EC) services and may not under any circumstances be regarded as stating an official position of the EC. Only the Court of Justice of the European Union is competent to authoritatively interpret EU law.

General note

The new Directive on Empowering Consumers for the Green Transition (Directive (EU) 2024/825, ECGT Directive) amends two existing consumer directives: the Unfair Commercial Practices Directive (Directive 2005/29/EC, UCPD) and the Consumer Rights Directive (Directive 2011/83/EU, CRD).

The amendments do not change the scope and logic of intervention of these two existing Directives but introduce targeted changes, to regulate vague and misleading environmental claims and sustainability labels under the UCPD and mandating better and more harmonised information at the point of sale on consumers' legal guarantee rights, and on the repairability and durability of goods under the CRD. This will ensure a strengthened horizontal 'consumer protection safety net' (*lex generalis*), improving consumer protection and consumer information in all sectors falling within the scope of the UCPD and the CRD, complementing and filling gaps in sector-specific Union law that regulates specific aspects of unfair commercial practices (*lex specialis*), but not taking precedence over it.

These answers to frequently asked questions do not constitute a formal Commission position or legally binding interpretation of the ECGT Directive. The exclusive competence to provide authoritative interpretation lies with the Court of Justice of the European Union. It is the responsibility of the national competent bodies, including courts, to enforce the provisions of the Directive.

For further information on the ECGT Directive, the UCPD, and the CRD please check also:

- https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/sustainable-consumption_en
- https://eur-lex.europa.eu/eli/dir/2024/825/oj
- https://commission.europa.eu/law/law-topic/consumer-protection-law/consumer-contract-law/consumer-rights-directive_en
- https://commission.europa.eu/law/law-topic/consumer-protection-law/unfair-commercial-practices-and-price-indication/unfair-commercial-practices-directive_en.

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The Guidance Notices[1] on the UCPD and CRD were updated and issued by the Commission in 2021. Section 4.1.1 of the UCPD Guidance Notice covers the application of the UCPD to environmental claims, i.e. prior to the adoption of Directive 2024/825.

Why this Questions & Answers document?

Recital 42 of the ECGT Directive states:

'To facilitate the proper application of this Directive, it is important that the Commission keeps the guidance documents on Directives 2005/29/EC and 2011/83/EU updated to take into account the content of this Directive.'

Recital 42 of ECGT Directive did not set a specific timeline to update the Commission's guidance documents on the UCPD and the CRD.

As a general practice, the Commission updates these guidance documents after a certain period of application has elapsed, allowing for the accumulation of relevant case law, enforcement decisions, and practical experience. Given that transposition of the ECGT Directive is still ongoing, and the date of application will be 27 September 2026, the Commission will proceed to updating the current 2021 guidance notices at a later date. The Commission issues this Questions & Answers document to facilitate a coherent application of the ECGT Directive in the meantime.

[1] https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52021XC1229(05)&from=EN; https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52021XC1229(04)&from=EN

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QUESTIONS IN RELATION TO THE UCPD, AS AMENDED BY ECGT DIRECTIVE:

1. COULD YOU CLARIFY THE MATERIAL SCOPE OF THE ECGT DIRECTIVE? FOR EXAMPLE, DO CORPORATE COMMUNICATION, SUSTAINABILITY AND CORPORATE SUSTAINABILITY REPORTING FALL WITHIN THE SCOPE OF THE DIRECTIVE?

The UCPD establishes a harmonised legal framework to address unfair business-to-consumer (B2C) commercial practices across the European Union. Article 3(1) defines its material scope, specifying that the Directive applies to 'unfair business-to-consumer commercial practices, as laid down in Article 5, before, during and after a commercial transaction in relation to a product'. Accordingly, the UCPD targets commercial practices affecting consumers' economic interests at any stage of a commercial transaction. Article 2(d) further clarifies that 'commercial practices' encompass any act, omission, or communication **directly connected** with the promotion, sale, or supply of a product to consumers.

The Directive is strictly limited to B2C practices. Business-to-business (B2B) commercial practices fall outside its scope. Certain aspects of B2B practices are instead governed by other EU instruments, notably the Misleading and Comparative Advertising Directive (2006/114/EC), the EU Platform-to-Business Regulation (2019/1150) and, for the agricultural and food supply chain, Directive (EU) 2019/633 on unfair trading practices. I The UCPD does not prevent Member States from extending its protection to businesses in B2B relations at the national level, however, such measures are not part of the harmonised EU framework.

The UCPD is a cross-sectoral, in principle and subject to some exceptions, also a fully harmonised legal instrument that safeguards consumers' economic interests across the EU. It applies to all sectors and addresses a broad spectrum of unfair B2C commercial practices through its principle-based rules and the blacklist of prohibited practices in Annex I. By establishing a uniform, overarching framework, the UCPD regulates unfair commercial practices occurring before, during and after a B2C transaction. Its principle-based rules can be applied to practices such as greenwashing and planned obsolescence already today, before the amendments introduced by the ECGT Directive enter into application.

The general scope of the UCPD has not been modified by the ECGT Directive. It continues to cover '…unfair business-to-consumer commercial practices, as laid down in Article 5, before, during and after a commercial transaction in relation to a product.' (Article 3(1) UCPD).

The amendments of the ECGT Directive are both under the horizontal provisions and in Annex I:

- specific prohibitions in relation to greenwashing and early obsolescence, through targeted amendments in Article 6 (on misleading actions) and Article 7 (on misleading omission) which require a **case-by-case assessment,** i.e. a "transactional decision test" should confirm that the practices concerned cause or are likely to cause average consumers to take a transactional decision that they would not have taken otherwise;
- additional prohibitions in relation to greenwashing and early obsolescence in Annex I, the so **called "blacklist" of commercial practices that are prohibited under all circumstances**, for which there is no need to demonstrate the negative impact of the practice on the average consumer's transactional decision.

It is important to highlight that the UCPD does not regulate the intrinsic characteristics or composition of goods, services, or companies, but focuses exclusively on how these are presented to consumers, such as through marketing and commercial communications.

Corporate sustainability reporting, such as annual sustainability reports or disclosures required under the Corporate Sustainability Reporting Directive (CSRD), is typically not in scope of the UCPD/ECGT Directive, because these reports are often mandatory and addressed to investors, rather than being part of B2C commercial practices. However, if a company uses information from its sustainability report in voluntary advertising or marketing directed at consumers, such communication falls under the UCPD/ECGT Directive,

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for example, if it constitutes an environmental claim concerning the product or the company in general.

2. THE DEFINITION OF 'ENVIRONMENTAL CLAIM' INCLUDES CLAIMS THAT 'IMPLY' A POSITIVE OR ZERO IMPACT ON THE ENVIRONMENT. HOW SHOULD THE TERM 'IMPLY' BE INTERPRETED IN THIS CONTEXT?

The definition of 'environmental claim' in the ECGT Directive is broad in scope. This broad interpretation is consistent with the approach already taken under the existing UCPD regarding environmental claims.

According to Article 2(o) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive, an 'environmental claim' means any message or representation which is not mandatory under Union or national law, in any form, including text, pictorial, graphic or symbolic representation, such as labels, brand names, company names or product names, in the context of a commercial communication, and which states or implies that a product, product category, brand or trader has a positive or zero impact on the environment or is less damaging to the environment than other products, product categories, brands or traders, or has improved its impact over time'.

The provision cited above does include both implicit or explicit messages or representations, and as they are introduced in the same manner, they require the same assessment as to whether they are misleading. Such a message or representation could constitute a misleading 'environmental claim' if it contains false information and is therefore untruthful or in any way, including its overall presentation, deceives or is likely to deceive the average consumer, even if the information is factually correct, and in either case causes or is likely to cause the average consumer to take a transactional decision that he or she would not have taken otherwise. This applies in particular when the claim relates to one or more of the elements set out in Article 6(1) of the UCPD, including the main characteristics of the product.

The claim that implies that a product '[…] has a positive or zero impact on the environment' should therefore be assessed under the UCPD on a case-by-case basis, considering the overall commercial context, including the use of visual elements, the wording and presentation, and the likely impact on the average consumer.

As indicated in the UCPD Guidance Notice 'accordingly, also the imagery and overall product presentation (i.e. layout, choice of colours, images, pictures, sounds, symbols or labels), should be a truthful and accurate representation of the scale of the environmental benefit, and should not overstate the benefit achieved. Implicit claims may, depending on the circumstances of the case, include the use of images (e.g. trees, rainforests, water, animals) and colours (e.g. blue or green backgrounds or text) that are associated with environmental sustainability.' (UCPD Guidance Notice under 4.1.1.3. p.76).

Under the UCPD, as amended by the ECGT Directive, an environmental claim where 'the specification of the claim is not provided in clear and prominent terms on the same medium' constitutes a 'generic environmental claim' which, due to its inclusion under point 4a in Annex I to the UCPD ('blacklist'), as amended by Article 1(4) of the ECGT Directive, is outright prohibited. By definition, generic environmental claims are 'made in written or oral form'. Therefore, implicit claims (colours or images) on their own, without written or spoken text, cannot be considered generic environmental claims. However, claims made in written form or orally *combined* with implicit claims could constitute a generic environmental claim.

Further to the definitions pertaining to environmental claims in Article 2(o), (p) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive, examples can be found in Recitals 4, 8, 9, 11 and 13 of the ECGT Directive. Additional interpretation and practical examples are provided in the current UCPD Guidance Notice, particularly in section 4.1.

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3. HOW ARE EXISTING BRAND NAMES OR PRODUCT NAMES THAT ARE PROTECTED BY INTELLECTUAL PROPERTY RIGHTS, AFFECTED BY THE NEW RULES ON ENVIRONMENTAL CLAIMS UNDER THE ECGT DIRECTIVE?

Commercial practices towards consumers that are implemented via brand names and product names, regardless of their protection under intellectual property law, are not excluded from the scope of the UCPD/ECGT Directive.

Article 2(o) of the UCPD as amended by Article 1(1)(b) of the ECGT Directive states that: *'environmental claim' means any message or representation which is not mandatory under Union or national law, in any form, including text, pictorial, graphic or symbolic representation, such as **labels**, **brand names, company names or product names**, in the context of a commercial communication, and which states or implies that a product, product category, **brand** or trader has a positive or zero impact on the environment or is less damaging to the environment than other products, product categories, **brands** or traders, or has improved its impact over time:'*

The same Article 2 of the UCPD under point (p), as amended by Article 1(1)(b) of the ECGT Directive defines 'generic environmental claim' as *'any environmental claim made in written or oral form, including through audiovisual media, that is not included on a sustainability label or where the specification of the claim is not provided in clear and prominent terms on the same medium.'*

Article 1(4) of the ECGT Directive inserted a new point 4a in Annex I to the UCPD, which lists unfair commercial practices that are prohibited under all circumstances:

'4a. Making a generic environmental claim for which a trader is not able to demonstrate recognised excellent environmental performance relevant to the claim.'

Article 2(s) of the UCPD as amended by Article 1(1)(b)(s) of the ECGT Directive states that

'recognised excellent environmental performance means environmental performance compliant with Regulation (EC) No 66/2010 of the European Parliament and of the Council or with national or regional EN ISO 14024 type I ecolabelling schemes officially recognised in the Member States, or top environmental performance in accordance with other applicable Union law'.

Accordingly, brand names, and product names regardless of their protection under intellectual property law may be assessed as environmental claims under the ECGT Directive if they convey an environmental message, either explicitly or implicitly. This assessment must be made on **a case-by-case basis**, considering the overall commercial context, including visual elements, product packaging, marketing, and whether the presentation is likely to lead the average consumer to believe the product or brand has a positive or zero impact on the environment or is less damaging to the environment than other products, product categories, brands or traders, or has improved its impact over time. This also means that the use of terms such as 'green' or 'blue' in a brand name, company name or product name, or the use of such colours, **does not automatically constitute an environmental claim** under the ECGT Directive, where, in the relevant commercial context, those terms or colours are **unlikely to lead the average consumer to expect** that the brand, product or company offers an environmental benefit.

However, if terms such as 'green', 'blue', 'eco' 'natural' or 'climate neutral' are used in a brand name or product name **in a way that is likely to create an environmental association for the average consumer**, even without any other explicit advertising on the environmental benefits of the brand of product, then such use may constitute an environmental claim under the ECGT Directive. In that case, the trader would need to specify the environmental claim in clear and prominent terms on the same medium. If no such specification is provided, the claim is considered a generic environmental claim and must comply with the corresponding requirements, and the trader must demonstrate the recognised excellent environmental performance relevant to the claim made. According to Article 4(3)(a) and Recital 40 of the Directive (EU) 2015/2436 *to approximate the laws of the Member States relating to trade marks* (Recast), provisions relating to unfair competition or consumer protection are applicable to trade marks.

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'Any Member State may provide that a trade mark is not to be registered or, if registered, is liable to be declared invalid where and to the extent that the use of the trade mark may be prohibited pursuant to provisions of law other than trade mark law of the Member State concerned or of the Union.'

This means that brand names and product names which are misleading or are (generic) environmental claims, thereby in breach of substantive law, such as the UCPD, may be refused registration or invalidated under trade mark law. The decision as to whether such names can be validly registered and protected by intellectual property rights is left to the discretion of Member States, including the management of pre-existing names already protected by intellectual property rights. In principle, Member States should ensure that national authorities are able to take action against traders using brand names and product names that constitute misleading claims under the UCPD, without being hindered by existing intellectual property rights.

It is generally unlikely that individual trade marks would be considered 'sustainability labels' (which is a 'trust mark, quality mark or equivalent'), since trade marks are required to be commercially distinctive from those of other traders or products. However, as clarified in the recitals of the ECGT Directive, trade marks that are 'certification marks' (as defined in Article 27 of the Trade Mark Directive (EU) 2015/2436) can function as sustainability labels if they promote a product, process or business with reference to its environmental or social characteristics or both. In such cases, traders may display these certification marks only if the marks are established by public authorities or are based on a certification scheme.

4. Could you provide further clarification on when an environmental claim is considered generic and when it is not, under the ECGT Directive?

A generic environmental claim is defined in Article 2(p) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive, as follows: *'any environmental claim made in written or oral form, including through audiovisual media, that is not included on a sustainability label and where the specification of the claim is not provided in clear and prominent terms on the same medium'.*

This means that if a claim such as 'gentle on the environment', 'nature's friend' or 'green' is included on a sustainability label, it will not be considered as a generic environmental claim. Such a sustainability label will be forbidden to be displayed if it is not based on a certification scheme or not established by public authorities. However, as stated in Recital 8 of the ECGT Directive, such labels can still be considered as constituting an environmental claim in the sense of Article 2(o) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive, if it is used in a way that suggests or creates the impression that a product has a positive or zero impact on the environment, or is less damaging to the environment than competing products. As such, claims made as part of a sustainability label can still be subject to other relevant provisions of the UCPD. This should preclude traders from using sustainability labels as a 'safe haven' for misleading or irrelevant claims.

Recital 9 of the ECGT Directive refers to examples of generic environmental claims such as 'environmentally friendly', 'eco-friendly', 'green', 'nature's friend', 'ecological', 'environmentally correct', 'climate friendly', 'gentle on the environment', 'carbon friendly', 'energy efficient', 'biodegradable', 'biobased' or similar statements that suggest excellent environmental performance. These generic environmental claims are prohibited if recognised excellent environmental performance cannot be demonstrated (Annex I point 4a to the UCPD, as amended by Article 1(4) of the ECGT Directive). Recital 9 further clarifies that:

'Whenever the specification of the environmental claim is provided in clear and prominent terms on the same medium, such as the same advertising spot, the product's packaging or online selling interface, the environmental claim is not considered to be a generic environmental claim.'

For example, the claim 'climate-friendly packaging' (without further specifications) is considered a generic environmental claim and would be subject to the prohibition on such claims unless it is based on recognised excellent environmental performance. In contrast, a

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claim like '100% of energy used to produce this packaging comes from renewable sources' would be considered a specific environmental claim and does not fall under the prohibition on generic environmental claims. However, whether such a claim is permitted ultimately depends on the specific circumstances of the case, including how the claim is presented and what evidence is provided to support it. The environmental claim must also comply with other relevant provisions of the UCPD.

In practice, the specification of the claim should be provided next to, or as part of, the claim in clear and prominent terms on the same medium (Recital 9 of the ECGT Directive and Article 2(p) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive). In the current UCPD Guidance Notice, it is already highlighted that based on Article 7 of the UCPD concerning misleading omissions 'in case environmental claims are made on the packaging of products or other communication channels (e.g. posters, billboards, magazines), which have limited space for specifications, the location of the main environmental claim and supplementary information about the claim should enable an average consumer to understand the link between both' and 'If there is no space to specify the environmental claim, then the claim should generally not be made.' (2021/C 526/01, 4.1.1.4, page 80). This remains valid and does not change through the ECGT Directive.

5. When designing the artwork of packaging, should companies be aware of any elements (e.g. art with green leaves or water drops) that would risk being considered to contain a generic environmental claim or a sustainability label?

When designing packaging artwork, companies should be mindful that certain visual elements, such as green leaves, water drops, or similar nature-related icons, may be interpreted by consumers as implicit environmental claims, that in combination with a claim made in written form or with a logo, depending on the context and presentation, could be subject to the requirements of the ECGT Directive, such as related to generic environmental claims or sustainability labels.

Overall, traders should exercise caution when using icons, symbols, images, or artwork that could be perceived as (implicit) environmental claims or trust marks. For example, a green leaf or water drop, when combined with logos or positioned next to statements about sustainability or natural ingredients, may be seen by the average consumer as a voluntary trust mark or quality mark.

Given the broad definition of sustainability labels in Article 2(1)(q) of the ECGT Directive ('*any voluntary trust mark, quality mark or equivalent, either public or private, that aims to set apart and promote a product, a process or a business by reference to its environmental or social characteristics, or both, and excludes any mandatory label required under Union or national law*'), elements such as green leaves or water drops may fall within its scope depending on the intended use, the overall context of the communication, and most importantly, consumer perception.

Moreover, as already indicated in the current UCPD Guidance Notice 'accordingly, also the imagery and overall product presentation (i.e. layout, choice of colours, images, pictures, sounds, symbols or labels), should be a truthful and accurate representation of the scale of the environmental benefit, and should not overstate the benefit achieved. Implicit claims may, depending on the circumstances of the case, include the use of images (e.g. trees, rainforests, water, animals) and colours (e.g. blue or green backgrounds or text) that are associated with environmental sustainability.' (UCPD Guidance (2021/C 526/01) under 4.1.1.3. p.76).

The key benchmark of the UCPD for assessing whether a commercial practice is misleading is the impact on the 'average consumer':'…*in order to determine whether a particular description, trade mark or promotional description or statement is misleading, it is necessary to take into account the presumed expectations of an average consumer who is reasonably well informed and reasonably observant and circumspect*.'

It is important to highlight that the average consumer test is not a statistical test. This means that national authorities and courts can make this assessment based on their analysis

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of presumed consumer expectations, without necessarily having to commission expert reports or consumer surveys.

6. How are generic claims of carbon neutrality regulated under the ECGT Directive?

Claims on carbon neutrality are covered through the following amendments:

- Prohibitions added in Annex I to the UCPD, as amended by Article 1(4) of the ECGT Directive:
  a. Generic claims of carbon neutrality are subject to the rules applying to generic environmental claims. Therefore, generic claims, such as 'carbon-neutral', 'climate neutral', 'carbon compensated', or 'carbon positive', are prohibited unless the trader can demonstrate recognised excellent environmental performance relevant to the claim (Annex I point 4a to the UCPD, as clarified by Recital 9 of the ECGT Directive).
  b. Claims on products based on the offsetting of greenhouse gas emissions, such as those asserting that a good or service is 'carbon-neutral' or has a 'reduced, compensated, or positive impact on the environment in terms of greenhouse gas emissions' based on offsetting, are prohibited under Annex I point 4c to the UCPD, as clarified by Recital 12 of the ECGT Directive. Such claims can only be allowed when they are based on the actual lifecycle impact of the product in question within the product's own value chain.

- Amendments to Article 6 of the UCPD on misleading actions, subject to a case-by-case assessment:
  c. Claims on products or at company level related to future environmental performance, including in the form of a transition to carbon or climate neutrality, are prohibited on a case-by-case assessment without clear, objective, publicly available and verifiable commitments set out in a detailed and realistic implementation plan that includes measurable and time-bound targets and other relevant elements necessary to support its implementation, such as allocation of resources, and that is regularly verified by an independent third party expert, whose findings are made available to consumers (Article 6(2)(d) of the UCPD, as amended by Article 1(2)(b) of the ECGT Directive, clarified in Recital 4 of the ECGT Directive).

7. How can a trader demonstrate 'recognised excellent environmental performance' in order to lawfully use a generic environmental claim under the ECGT Directive?

Under Article 2(p) and Annex I point 4a to the UCPD, as amended by Article 1(1)(b), (4) of the ECGT Directive, a 'generic environmental claim' may only be used if it is based on recognised excellent environmental performance. If the specification of the environmental claim is provided in clear and prominent terms on the same medium, such as the same advertising spot, the product's packaging or online selling interface, this will not be considered a generic environmental claim.

According to Article 2(s) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive 'recognised excellent environmental performance' means '*environmental performance compliant with Regulation (EC) No 66/2010 of the European Parliament and of the Council or with national or regional EN ISO 14024 type I ecolabelling schemes officially recognised in the Member States, or top environmental performance in accordance with other applicable Union law'* .

A trader has three possible ways to demonstrate 'recognised excellent environmental performance': 1) by compliance with the EU Ecolabel (Regulation (EC) No 66/2010)[2]; 2) by compliance with national or regional EN ISO 14024 type I ecolabelling schemes[3], officially

[2] Therefore the products should be awarded with the EU Ecolabel.

[3] Therefore the products should be awarded with these national or regional ecolabels.

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recognised in the Member States, such as the Nordic Swan, Blue Angel, the Austrian Ecolabel, or the Dutch Ecolabel (Milieukeur); or 3) by compliance with top environmental performance for a specific environmental characteristic in accordance with other applicable Union laws, such as for example recognised excellent environmental performance in accordance with the Energy Labelling Regulation.

It is important to highlight that the recognised excellent environmental performance in question should be relevant to the claim. For example, a generic environmental claim on a product such as 'energy efficient' could be made based on recognised excellent environmental performance in accordance with, for example, the Energy Labelling Regulation (Regulation (EU) 2017/1369). By contrast, a generic environmental claim such as 'biodegradable' could not be made based on the EU Ecolabel, if there are no requirements for biodegradability in the specific EU Ecolabel criteria related to the product in question.

As the scope of the EU Ecolabel is to promote products with a reduced environmental impact during their entire life cycle, claims such as "better for the environment", "environmentally friendly", "green", "ecological" or "eco-friendly" can be used on products awarded with the EU Ecolabel or national or regional EN ISO 14024 type I ecolabelling schemes officially recognised in the Member States.

The only exception is for products that are mixtures (e.g. detergents, cosmetics, paints) when they are labelled according to the Classification, Labelling and Packaging (CLP) Regulation[4], as they need to comply with Article 25 (4) of that Regulation, according to which, statements such as 'non-toxic', 'non-harmful', 'non-polluting', 'ecological' or any other statements indicating that the substance or mixture is not hazardous or any other statements that are inconsistent with the classification of that substance or mixture shall not appear on the label or packaging of any substance or mixture.

On the top of the claims "environmentally friendly", etc., there are other generic claims that could be used for EU Ecolabel products and products being awarded with national or regional EN ISO 14024 type I ecolabelling schemes officially recognised in the Member States.

These claims are specific to the product groups and depend on the criteria that are set for them.

Moreover, some (non-exhaustive) examples of product-group-specific generic claims based on the text of the Commission Decisions establishing EU Ecolabel criteria for specific product groups are:

- For EU Ecolabel Textiles products: "assembled with minimal use of toxic chemicals"
- For EU Ecolabel Furniture and Bed Mattress products: "easy to recycle"
- For EU Ecolabel Tourist Accommodation: "use less energy and water and produce less waste than traditional accommodation"
- For EU Ecolabel Electronic Display: "products are easy to repair and upgrade"
- For EU Ecolabel Coverings: "easy to repair, quick to dismantle and low emissions guaranteed"
- For EU Ecolabel Cleaning products "cleaning and sustainably sourced ingredients, and recyclable packaging"
- For EU Ecolabel Gardening products: "reduce soil and water pollution"
- For EU Ecolabel Lubricants: "have a limited impact on the aquatic environment"
- For EU Ecolabel Paper products: "made with recycled or sustainable sources"
- For EU Ecolabel Personal Care products: "do not contain intentionally added microplastics and limit packaging waste"

4 Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006

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Moreover, in the case of the EU Ecolabel, as the EU Ecolabel Regulation establishes a horizontal restriction of hazardous chemicals in EU Ecolabel goods, it could be stated that "the presence of hazardous chemicals in EU Ecolabel goods is strictly restricted".

8. WHAT IS MEANT BY A 'CERTIFICATION SCHEME' UNDER THE ECGT DIRECTIVE?

Displaying a sustainability label that is not based on certification scheme or not established by public authorities is prohibited under Annex I point 2a to the UCPD, as amended by Article 1(4) of the ECGT Directive. Pursuant to Article 2(r) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive, a 'certification scheme' is defined as a third-party verification scheme that certifies a product, process, or business as compliant with specified requirements. Sustainability labels that are not established by public authorities must be based on such certification schemes. Its requirements must be publicly available and meet specific criteria set out in the Directive.

According to Article 2(1)(s) of the ECGT Directive, these are the requirements for a certification scheme:

- Certification must be based on independent third-party verification.
- The scheme's requirements and terms must be publicly available.
- Compliance must be monitored by a competent, independent third party, in line with international, Union, or national standards (e.g. ISO 17065, or mechanisms provided for in Regulation (EC) No 765/2008 etc).
- The scheme must be transparent, credible, and open to all traders under fair and non-discriminatory terms.
- The scheme must be open to all traders willing and able to comply (non-exclusivity).
- The scheme owner sets the requirements in consultation with relevant experts and stakeholders.
- The scheme must allow for the use of a corresponding sustainability label.

As clarified by Recital 7 of the ECGT Directive, before displaying a sustainability label the trader must ensure that the sustainability label is based on a certification scheme that meets the minimum conditions of transparency and credibility, including the existence of objective monitoring of compliance with the requirements of the scheme. For that the trader has to check the publicly available terms of the scheme.

It is not prohibited that the scheme owner and the trader (displaying the sustainability label) is the same entity, as long as the certification scheme is compliant with the requirements mentioned above, including its openness under transparent, fair and non-discriminatory terms to all traders willing and able to comply with the scheme's requirements. Likewise, it is not prohibited for the scheme owner and the trader to be independent from each other. In other words, the relationship between the scheme owner and the trader is not explicitly stipulated in the definition provided by the ECGT Directive. This stands in contrast to the requirements for the third party responsible for monitoring compliance whose competence and independence from both the scheme owner and the trader must be ensured according to international, Union or national standards and procedures. Even if there were certain international standards that might allow for the scheme owner and third party to be the same, compliance with the provisions of the ECGT Directive can only be achieved if the scheme owner and the third party are legally separated, i.e. there are two different legal entities.

Any sustainability label on the market as of 27 September 2026 must comply with these provisions. Existing schemes that do not meet the requirements of Article 2(r) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive must be adapted accordingly, otherwise the associated labels must be removed from commercial communications. The ECGT Directive does not provide for a transition period beyond this date.

There are no specific rules set by the ECGT Directive concerning the following:

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- each certification scheme is responsible for setting its own requirements, which are to be developed by the scheme owner in consultation with relevant experts and stakeholders. This approach allows for flexibility and adaptation to sector-specific or product-specific circumstances.
- monitoring of compliance with the scheme's requirements must be carried out by a third party. This monitoring should be based on 'international, Union or national standards and procedures'. This approach allows for flexibility and adaptation to sector-specific or product-specific circumstances.

9. WHAT TYPES OF SOCIAL CHARACTERISTICS ARE REFERRED TO IN THE ECGT DIRECTIVE?

Article 6(1)(b) of the UCPD is amended by Article 1(2)(a) of the ECGT Directive to include explicitly – among other – claims regarding 'social characteristics' to the list of main characteristics of a product in respect of which a trader's practices can be considered misleading, following a case-by-case assessment. The concept of 'social characteristics' is clarified in Recital 3 of the ECGT Directive. According to the ECGT Directive,

'Information provided by traders on the social characteristics of a product throughout its value chain can relate, for example, to the quality and fairness of working conditions of the workforce involved, such as adequate wages, social protection, the safety of the work environment and social dialogue. Such information can also relate to respect for human rights, to equal treatment and opportunities for all, including gender equality, inclusion and diversity, to contributions to social initiatives or to ethical commitments, such as animal welfare. The environmental and social characteristics of a product can be understood in a broad sense, encompassing the environmental and social aspects, impact and performance of a product.'

The amendments introduced by the ECGT Directive clarify and emphasize - in both the recitals and the enacting terms of the Directive - the relevance of social characteristics. Specifically, Articles 6(1)(b) and 7(7) UCPD, as amended by ECGT Directive, now explicitly refer to social characteristics, including them among the 'main characteristics' of a product, that must not be misleadingly presented to consumers. Moreover, under Article 2(q) of the UPCD, the definition of 'sustainability labels' explicitly refers to 'set apart and promote a product, a process or a business by reference to its environmental or social characteristics, or both.' Recitals 1, 3, 6, 7, and 10 of the ECGT Directive further elaborate on the policy importance of these aspects.

Traders must refrain from providing misleading information about the social characteristics of their products and businesses. Traders should be able to furnish evidence as to the accuracy of factual claims in relation to a commercial practice (Article 12(a) of the UCPD). Traders must also refrain from displaying a sustainability label that is not based on a certification scheme or not established by public authorities.

10. COULD YOU CLARIFY THE SCOPE OF THE PROHIBITION INTRODUCED BY ANNEX I POINT 4C TO THE UCPD, WHICH PROHIBITS CLAIMS THAT A PRODUCT HAS A NEUTRAL, REDUCED OR POSITIVE IMPACT ON THE ENVIRONMENT IN TERMS OF GREENHOUSE GAS EMISSIONS WHEN SUCH CLAIMS ARE BASED ON THE OFFSETTING OF GREENHOUSE GAS EMISSIONS?

Annex I point 4c to the UCPD, as introduced by Article 1(4) of the ECGT Directive, prohibits:

'Claiming, based on the offsetting of greenhouse gas emissions, that a product has a neutral, reduced or positive impact on the environment in terms of greenhouse gas emissions.'

As stated in Recital 12 of the ECGT Directive:

'It is particularly important to prohibit the making of claims, based on the offsetting of greenhouse gas emissions, that a product, either a good or service has a neutral, reduced, or positive impact on the environment in terms of greenhouse gas emissions.'

The prohibition is intended to prevent consumers from being misled into believing that a product, or its production and supply, has no environmental impact or that offsetting outside

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the product's value chain is equivalent to actual emission reductions within it. Such claims can falsely suggest that the consumption of the product itself has no environmental impact, when in reality, the environmental impact is merely attempted to be compensated to a certain extent elsewhere.

Recital 12 also gives examples of such claims: 'climate neutral', 'CO_2 neutral certified', 'carbon positive', 'climate net zero', 'climate compensated', 'reduced climate impact' and 'limited CO2 footprint'.

A typical example would be claiming that a specific flight is climate neutral because the airline invests in a reforestation project in tropical rainforest, which will fall under this prohibition. *Recital 12 also states: 'Such claims should only be allowed when they are based on the actual lifecycle impact of the product in question, and not based on the offsetting of greenhouse gas emissions outside the product's value chain, as the former and the latter are not equivalent. Such a prohibition should not prevent companies from advertising their investments in environmental initiatives, including carbon credit projects, as long as they provide such information in a way that is not misleading and that complies with the requirements laid down in Union law.'*

The prohibition in Annex I point 4c to the UCPD does not apply when a "climate neutral, reduced or positive" claim is based on the actual emissions footprint of the product itself, considering its value chain and actual lifecycle impact. For instance, certain biomass-based products can lead to more CO_2 being stored than is emitted along their value chain. Any such claims would need to be substantiated through proper life cycle assessments.

While claims based on carbon offsetting outside the product's value chain are prohibited, companies may still make climate-related claims regarding their products, as long as these are based on real, verifiable reductions in greenhouse gas emissions throughout the actual product's lifecycle. For instance, it is allowed to state that a product has a 'reduced CO_2 impact', if this is specified in clear and prominent terms on the same medium, and based on actual improvements in the production processes.

The prohibition in Annex I point 4c does not apply to claims based on offsetting at company level, however such claims remain subject to other relevant provisions of the UCPD.

Finally, the above prohibition does not prevent companies from communicating about their investments in environmental initiatives, including carbon credit projects, provided this information is presented transparently and is not misleading, and complies with other applicable Union law.

See also Q4.

11. COULD YOU CLARIFY THE SCOPE OF THE PROHIBITION OF ADVERTISING BENEFITS TO CONSUMERS THAT ARE IRRELEVANT AND DO NOT RESULT FROM ANY FEATURE OF THE PRODUCT OR BUSINESS?

According to Article 6(2)(e) of the UCPD, as amended by Article 1(2)(b) of the ECGT Directive 'advertising benefits to consumers that are irrelevant and do not result from any feature of the product or business' is considered misleading subject to a case-by-case assessment.

This new misleading practice is of a cumulative nature. Advertising benefits to consumers must be both irrelevant and not result from any feature of the product or the business.

Recital 5 of the ECGT Directive further clarifies that

'Another potentially misleading commercial practice to be added to the specific practices referred to in Article 6(2) of the UCPD is advertising benefits to consumers that are irrelevant and not directly related to any feature of that specific product or business and which could mislead consumers into believing that they are more beneficial to consumers, the environment or society than other products or traders' businesses of the same type, for example, claiming that a particular brand of bottled water is gluten-free or claiming that paper sheets do not contain plastic.'

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In the examples provided in Recital 5 of the ECGT Directive, the advertised benefit, namely that a particular brand of bottled water is gluten-free, has no relevance for the product itself, as water does not normally contain gluten. It is in fact true that water is gluten-free by nature, meaning all bottled water, regardless of the trader, shares this characteristic. Therefore, 'gluten-free' is an irrelevant benefit, as it does not result from any specific feature of the product and is common to all bottled water; it is not directly linked to any particular brand. Similarly, paper sheets do not normally contain plastic. By contrast, advertising a benefit such as 'extra protein' in a particular brand of yogurt is relevant, as protein content varies between yogurts and may result from specific ingredients or formulations unique to that brand.

Advertising a benefit that is shared by most products in a category is not automatically misleading if the benefit is genuinely relevant to the product. For instance, the claim 'nickel-free' jewellery could be compliant with the UCPD, as amended by the ECGT Directive, subject to the jewellery genuinely containing no nickel, as, some jewelleries do contain nickel which can cause allergies for certain consumers, hence they are actively seeking to avoid it. Similarly, in case certain shampoos would contain added microplastics, the advertising of a shampoo as 'without microplastics but equally effective' may be a relevant benefit, as it highlights a specific feature of a product and indicates it achieves the same texture coating effect as microplastics but using ingredients that do not contain these.

12. Could you clarify the prohibition of claims related to future environmental performance, in particular concerning the verification by a third-party expert?

Article 6 (2)(d) of the UCPD, as amended by Article 1(2)(b) of the ECGT Directive, prohibits environmental claims related to future environmental performance, following a case-by-case assessment, where they are not supported by clear, objective, publicly available and verifiable commitments and targets given by the trader and set out in a detailed and realistic implementation plan that shows how those commitments and targets will be achieved and that allocates resources to that end. The ECGT Directive requires that an independent third-party expert verifies claims related to future environmental performance. According to Recital 4, this expert must be independent from the trader, free from conflicts of interest, and possess experience and competence in environmental issues. While the Directive does not specify whether the expert must be a public authority or a private entity, in practice, private auditors or consultancy companies can serve this role.

The verification process must ensure that the expert is capable of monitoring the trader's progress towards environmental commitments and targets. The Directive does not prescribe a specific verification methodology, but the expert must be able to provide credible, objective, and regular assessments. The trader is responsible for ensuring that the chosen expert fulfils all requirements set out in the Directive, particularly regarding independence and competence.

The ECGT Directive states that monitoring should be conducted 'regularly' but does not define a specific time interval. It is left to be determined what constitutes 'regular' verification, taking into account the nature of the commitments and the specific circumstances. Best practices would suggest annual or biennial reviews, or additional verification if significant changes occur.

The ECGT Directive requires that the 'regular findings' of the third-party expert are made available to consumers (Recital 4). However, it does not specify the exact means for making the information accessible. Therefore, several options are possible as long as consumers can easily access the information, e.g. via a QR code on product packaging or marketing materials that guides consumers to the findings on the trader's website.

Similarly, there are also no specific requirements under the ECGT Directive for the implementation plan to be presented on the same medium as the environmental claim. It is sufficient if the claim refers consumers to where the information can be found, e.g. through a QR code guiding to the implementation plan on the trader's website.

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13. To what extent must the method of comparison referred to in Article 7(7) of the UCPD be explained? Should the explanation be understandable to the average consumer?

Where a trader provides a service which compares products based on any of the factors listed in Article 7(7) of the UCPD, as amended by Article 1(3) of the ECGT Directive, namely on environmental or social characteristics or on circularity aspects, including durability, reparability or recyclability and provides the consumer with information in this respect, to be compliant with the requirements set out in this Article the trader must provide information about the compared products and their suppliers, as well as the method of comparison and the measures in place to keep that information up to date.

Omitting such information which is considered "material" will constitute a misleading commercial practice if such practice causes or is likely to cause average consumers to take a transactional decision that they would not have taken otherwise. Similarly, presenting such information in an unclear or unintelligible manner based on the 'average consumer test' may constitute a misleading commercial practice. Therefore, the method of comparison must be explained to the extent that an average consumer would be able to fully comprehend it. If the service compares products on these aspects in combination with other product characteristics outside the scope of Article 7(7), such as technical characteristics or product's functionalities, then the ECGT Directive still applies to the characteristics falling within the scope of Article 7(7).

14. Can you explain if the term 'organic' can be still used as a generic claim?

It is important to clarify that the UCPD serves as a complementary framework and the specific sectoral EU rules governing a particular issue are primarily applicable. In cases where sector-specific EU legislation exists—such as Regulation (EU) 2018/848 on organic food production — those sectoral rules take precedence over the UCPD in case of a conflict within the meaning of Article 3(4) of the UCPD. If there is such a conflict, the UCPD does not apply to the specific aspect of the commercial practice that is sectorally regulated. In the absence of a conflict the UCPD complements other EU legislation that regulates specific aspects of unfair commercial practices. More details on the relationship between UCPD and sector-specific EU legislation can be found in the current UCPD Guidance Notice (e.g. in Section 1.2 and Section 4.1.1.1).

The EU Organic Food Label may not be classified as an EN ISO 14024 Type 1 ecolabel, however, this does not affect its validity for organic food labelling purposes, as it is regulated under Regulation (EU) 2018/848. This means that, in accordance with Article 30 of Regulation 2018/848 in conjunction with Article 3(4) of the UCPD, the terms referring to organic food production (as listed in Annex IV to that Regulation) and their derivatives and diminutives, such as 'bio' and 'eco', can be used throughout the European Union to demonstrate compliance with the EU organic farming rules, even though they could be considered as 'generic environmental claims' under the UCPD, as amended by the ECGT Directive.

15. Do 'vegan'/ 'vegetarian' labels also refer to environmental or social characteristics and qualify as a sustainability label under the ECGT Directive?

The classification of such labels as sustainability labels under the ECGT Directive will depend on the specific case, especially in which context and how they are communicated and how the average consumer perceives them.

Recital 3 of the ECGT Directive in its description of social characteristics of a product refers for example to animal welfare. If the trader implies environmental or social benefits when using these terms or labels (e.g., 'vegan = better for the planet'), then it could be considered an environmental claim or sustainability label in accordance with the new definitions in the UCPD.

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16. CAN TRADERS PRESENT REQUIREMENTS IMPOSED BY LAW AS A DISTINCTIVE FEATURE WHEN NOT ALL PRODUCTS ARE COVERED OR WHEN THE LAW IS FROM A THIRD COUNTRY?

Annex I point 10a to the UCPD, as amended by Article 1(4) of the ECGT Directive and the corresponding Recital 15 of the ECGT Directive safeguard consumer protection while promoting competition. Presenting requirements imposed by law on all products within the relevant product category on the Union market, including imported products, as a distinctive feature of the trader's offer, is prohibited in all circumstances under point 10a.

It is clarified in Recital 15 that this prohibition does not apply whenever the legal requirements only apply to some products but not to other competing products of the same category on the Union market, such as products of non-Union origin. This maintains a level playing field between the competitors. The same logic would apply in case of legal requirements from third countries. The prohibition does not apply when these legal requirements only apply to some products but not to other competing products of the same category on the Union market.

17. THE DISPLAY OF SUSTAINABILITY LABELS IS NOT FORBIDDEN IF THEY ARE ESTABLISHED BY PUBLIC AUTHORITIES. CAN THIS BE ALSO THIRD-COUNTRY PUBLIC AUTHORITIES?

The UCPD applies to all commercial practices relevant for the protection of consumers in the Single Market, regardless of whether the traders or products originate within the Union or from third countries. According to the amended UCPD, sustainability labels must be based on a certification scheme or established by public authorities. All other sustainability labels are prohibited in accordance to Annex I point 2a to the UCPD, as amended by Article 1(4) of the ECGT Directive.

The ECGT Directive does not define 'public authority'. Recital 7 of the ECGT Directive provides examples of sustainability labels established by public authorities, focusing on those awarded when specific requirements are met. The examples and language used in both the ECGT Directive and the UCPD indicate a primary focus on EU Member State public authorities. The legislative context and the fact that the Directive is addressed to Member States also suggest that only EU public authorities are intended. While distinctions are made between international and national standards in several provisions, no such distinction appears in the context of public authorities.

Consequently, the display of sustainability labels established by public authorities of non-EU Member States will be prohibited under Annex I point 2a to the UCPD, as amended by Article 1(4) of the ECGT Directive, unless these labels are based on a certification scheme.

18. HOW DO THE NEW RULES ON ENVIRONMENTAL CLAIMS AND SUSTAINABILITY LABELS APPLY TO EXISTING PRODUCTS?

The ECGT Directive introduces targeted amendments to the Unfair Commercial Practices Directive (UCPD), the horizontal 'consumer protection safety net' to address misleading business-to-consumer commercial practices, including greenwashing.

The ECGT Directive entered into force on 26 March 2024. Member States had to transpose its provisions by 27 March 2026. The ECGT/UCPD does not regulate the intrinsic characteristics or composition of goods, services, or companies, but focuses exclusively on how these are presented to consumers, such as through marketing and commercial communications.

The ECGT Directive shall apply from 27 September 2026. From that date, traders will need to ensure that their environmental claims and sustainability labels in a business-to-consumer context comply with the new provisions, including for existing products or 'old stock' situations, i.e. products or packaging already manufactured, ordered, distributed or placed on retailers' shelves before the application date.

Where traders identify environmental claims or sustainability labels on packaging that would not comply with the new rules, they will have practical options to ensure compliance for

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existing products. These may include covering or correcting claims by stickers or adding supplementary information at the point of sale in proximity of the old stock products concerned, for example, by clearly identifying the affected products in the corresponding aisle of retailer's premises.

Enforcement of the ECGT/UCPD lies with national competent authorities and courts. Natural and legal persons may also be entitled under some national laws to initiate enforcement proceedings before national courts. They may take into account the gravity of infringements and the specific circumstances of each case and include in their assessment, for example, whether traders have made reasonable and proportionate efforts to comply, including for products already in the distribution chain, taking due account of proportionality, legal certainty and legitimate expectations. They may also consider, in light of the objectives pursued by the Directive, whether the measures necessary to ensure compliance would entail disproportionate costs or unnecessary environmental harm.

To support a coherent approach to the treatment of existing products, the national competent authorities of the Consumer Protection Cooperation Network have developed a Common Understanding concerning such 'old stock' situations.

QUESTIONS IN RELATION TO THE CRD, AS AMENDED BY ECGT DIRECTIVE:

19. WHAT ARE THE CURRENT EU RULES ON THE REPARABILITY SCORE FOR CONSUMER GOODS?

A 'reparability score' is defined in Article 2(14d) of the Consumers Rights Directive 2011/83/EU (CRD), as amended by Article 2(1) of the ECGT Directive, as

'a score expressing the capacity of a good to be repaired, based on harmonised requirements established at Union level.'

According to Articles 5(1)(i) and 6(1)(u) of the CRD, as amended by Article 2(2)(c), (3)(d) of the ECGT Directive, whenever harmonised EU requirements are established for a specific product or product group, traders must provide the reparability score to consumers in a clear and comprehensible manner before the consumer is bound by the contract.

These harmonised requirements may be established under various possible EU legal instruments, the EU Energy Labelling Framework Regulation (EU) 2017/1369, the Ecodesign Requirements for energy-related Products Directive 2009/125/EC, or its successor, the Ecodesign for Sustainable Products Regulation (EU) 2024/1781 (ESPR) that will be applicable to a wider range of products.

The ESPR, in particular, establishes the legal basis for reparability scores for specific products or product groups. According to Recital 30 of the ESPR, the reparability score should:

'Be based on a harmonised methodology specified for the product or product group and which aggregates parameters, such as the availability and price of spare parts, the ease of disassembly and the availability of tools, into a single score'.

Since 20 June 2025, all new smartphones and tablets placed on the EU market must display an energy label including a reparability score, along with other mandatory information. This is the first product category subject to this obligation, with other product groups expected to follow as implementing measures are developed under the ESPR and related legislation. Therefore, all traders selling smartphones and tablets must provide the reparability score to consumers in a clear and comprehensible way before the contract is concluded.

20. WHAT ARE THE REQUIREMENTS FOR INFORMATION ON DURABILITY AND REPARABILITY OF PRODUCTS TO BE DEEMED AVAILABLE TO TRADERS AND CONSUMERS UNDER THE CRD, AS AMENDED BY THE ECGT DIRECTIVE?

Under Articles 5(1)(ea), 5(1)(ed), 5(1)(j), and 6(1)(la), 6(1)(lc), 6(1)(v) of the CRD, as amended by Article 2(2) and Article 2(3) of the ECGT Directive, traders, who are the consumers' direct contractual party, have to provide consumers with specific information in

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relation to the durability and reparability of products, and the minimum period of software updates provided, where the producers make that information available to the traders.

While the CRD does not oblige the producers (when they do not act as a trader (seller)) to provide that information to a trader, the producers would be interested to provide that information to a trader, as it will allow consumers to choose more durable and reparable products from producers.

The ECGT Directive ensures flexibility to traders how this information can be provided to consumers, as long it is provided in a clear, comprehensible and prominent manner, for example directly on the good, on the packaging of a good, on the shelf or next to the picture of the good in case of online sale.

Importantly, traders are not required to actively search for relevant information on product specific websites or elsewhere. At the same time, it would be in the interest of the producers to proactively provide such information to benefit from a commercial advantage, and they can themselves provide this information on the particular good or on its packaging.

In cases where the producer acts also as a trader (seller), that producer/trader has to provide the information about the availability and estimated costs of, and procedure for ordering, spare parts, and the repair and maintenance instructions only where the producer-trader has either decided to sell those spare parts or to provide repair and maintenance manuals as part of its business model or alternatively is obliged to do so by law;.

Regarding repair restrictions, as there is no general obligation to repair a product, it does not mean that the producer-trader is obliged to inform the consumer proactively if a product cannot be repaired. However, in cases where the trader does proactively provide relevant information on repair, it should also include the information on certain restrictions connected with that repair or spare parts.

21. What is the relationship between the harmonised notice on the legal guarantee of conformity and the harmonised label on the commercial guarantee of durability?

The harmonised notice and harmonised label have been designed to complement each other and include cross-references that highlight the differences between the legal guarantee and commercial guarantees. They have been established through Commission Implementing Regulation (EU) 2025/1960[5].

The harmonised notice is a *mandatory* notice at the point of sale, intended to raise consumer awareness of their legal guarantee rights. It should be displayed in a prominent manner as of 27 September 2026, for example, on a poster in an eye-catching way on a wall in the shop, next to the checkout counter or, in cases of online sale, placed as a general reminder on the website of the trader selling goods.

In contrast, the harmonised label represents a *voluntary* commercial guarantee of durability, offered by producers at no additional cost, covering the entire good and with a duration of more than two years, for producers who wish to assure consumers of the durability of their goods. However, as clarified in Recital 26 of the ECGT Directive, displaying such a label is required by traders, where the producer offers such commercial guarantees of durability and makes the information available to the trader.

Furthermore, as clarified by Recital 28 of the ECGT Directive, the harmonised label should be displayed in a prominent manner and used in a way that allows consumers to easily identify which particular good benefits from such commercial guarantees of durability, for example by placing the label directly on the packaging of a particular good, by displaying the label in a prominent manner on the shelf where the goods covered by such a guarantee are placed or by placing it directly next to the picture of the good in the case of online sale. Producers offering such commercial guarantees of durability can themselves place the harmonised label directly on the particular good or on its packaging, with the aim of

[5] More information is available here:
http://data.europa.eu/eli/reg_impl/2025/1960/oj
https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/sustainable-consumption_en#harmonised-notice-and-label-on-product-guarantees

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benefitting from a commercial advantage. Traders should ensure that the harmonised label is clearly visible.

As of 27 September 2026, the harmonised label will become available for products and visible at the point of sale.

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