

Position Paper

July 2025

EU label on product durability & notice on legal guarantees for consumers

Proposal for a Commission Implementing Regulation on the design and content of the harmonised notice of the legal guarantee of conformity and the harmonised label for the commercial guarantee of durability

Summary

Bitkom supports the objective of improving transparency on consumer rights and product durability. However, the current draft implementing regulation raises concerns. From a linguistic, practical, and legal perspective, the design and terminology are likely to lead to misunderstanding, administrative burden, and confusion for both consumers and businesses.

We call on the Commission to:

- Ensure **clear and consistent legal terminology**, aligned with national consumer protection frameworks.
- Redesign the visual and textual elements of the notice and label for **better clarity and practical feasibility**.

The following comments provide further detail on our key concerns and recommendations:

Terminology and legal clarity

The draft Regulation repeatedly refers to the “legal guarantee” instead of the legally correct term “legal warranty.” This distinction is not merely linguistic. Using the term “guarantee” for both the statutory legal protection and the voluntary commercial promise undermines legal clarity and contradicts established legal traditions in many

Member States, such as Germany. We urge the Commission to consistently use “legal warranty” to differentiate from the “commercial guarantee.”

Likewise, we strongly recommend that the German language version of the Regulation ensures that the statutory concept of 'Gewährleistung' (legal warranty) is not confused or equated with 'Garantie' (commercial guarantee), the latter being a term reserved for voluntary commitments under German law.

Design flaws and potential for consumer confusion

Despite the intention to improve consumer understanding, the current design of the notice and labelling is unlikely to achieve this.

- The harmonised notice is overly complex and lengthy (A4 minimum), with unclear formulations such as “do not function as intended.” It introduces terms like “guarantor” inappropriately and simplifies legal concepts in misleading ways.
- The harmonised label uses a visual icon (capital “G” with EU stars) for both legal and commercial guarantees. This symbol fails to clearly distinguish the different legal instruments and risks confusing consumers into believing that both are equally voluntary or commercial in nature.

We recommend:

- Redesigning the notice and label to ensure distinct symbols and visual cues for warranty vs. guarantee.
- Shortening and simplifying the harmonised notice.
- Avoiding abstract legal language and misleading generalisations in consumer-facing texts.

Display and size requirements – lack of practicality for small devices

The draft Regulation requires that the harmonised label for the commercial guarantee of durability be displayed at a minimum size of 95 x 100 mm. This is highly impractical for small electronic devices such as smartphones and tablets. For many products in this category, it is physically impossible to affix a label of that size without compromising product design, functionality, or packaging standards. On top of that, the label must be affixed alongside other labels, such as the energy label.

We therefore recommend:

- Reducing the minimum label size for small-format devices.
- Allowing flexible implementation through packaging, digital documentation, or QR-code linking instead of mandatory physical display.

Potential overlap with national information obligations – need for clarification

Although the implementing regulations are directly applicable in all Member States, the draft Regulation does not clarify whether the harmonised notice and label are intended to replace or complement the existing (national) information obligations regarding legal warranties and commercial guarantees.

This lack of clarity could create legal uncertainty for traders because they are already required to provide consumers with specific pre-contractual information under other European legislation, particularly the Sale of Goods Directive (implemented in Germany, for example, in §479 of the German Civil Code (BGB) and Art. 246a of the Introductory Act to the German Civil Code (EGBGB)).

We therefore recommend that the legislator explicitly clarifies the following:

- Whether the harmonised elements fully substitute other (national) obligations (for example the implementation of the obligations set out in the Sales of Goods Directive)
- Whether displaying a link to the notice in general terms and conditions (as currently practiced) remains sufficient.

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Published by

Bitkom e.V.

Albrechtstr. 10 | 10117 Berlin

Contact person

Niklas Meyer-Breitkreutz | Head of Sustainability & Environment

T +49 30 27576-403 | n.meyer-breitkreutz@bitkom.org

Responsible Bitkom committee

AK Umweltregulierung (Environmental Regulation Working Group)

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