



An Roinn Fiontar,  
Trádála agus Fostaíochta  
Department of Enterprise,  
Trade and Employment

# Implications of the Green Transition Directive

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# Background

- Amends two existing consumer law Directives – the Consumer Rights Directive and the Unfair Commercial Practices Directive
- One of a package of initiatives to help achieve climate and environmental targets (New Consumer Agenda, Circular Economy Action Plan and the European Green Deal)
- Objective is to empower consumers
- How?
  - *enhance their protection against unfair practices like greenwashing and early obsolescence and*
  - *ensure improve the transparency of information provided to consumers on durability and repair*
- Consumers need to be able to understand and trust the information they are given



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# What are the key provisions?

## **Consumer Empowerment**

### **1. Consumer Rights Directive**

- Through provision of information on products' durability and repairability

### **2. Unfair Commercial Practices Directive;**

- List of product characteristics (eg after-sales service, complaints, date of manufacture) about which traders cannot mislead consumers expanded to cover environmental and social impact (eg durability, repairability and recyclability)
- New practices have been added like making a claim about future environmental performance without clear, verifiable commitments
- Bans generic, vague environmental claims
- Only accredited sustainability labels are permitted
- Prohibits practices that lead to early obsolescence of products

# Additions to Prohibited Commercial Practices



## Traders are banned from:

- Displaying a sustainability label which is not based on a certification scheme or not established by public entities.
- Making a generic environmental claim that does not meet recognised excellent environmental performance relevant to the claim.
- Making an environmental claim about the entire product, or the trader's entire business, when it concerns only a certain aspect of the product or a specific activity of the trader's business.
- 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.
- Presenting requirements imposed by law on all products within the relevant product category on the Union market as a distinctive feature of the trader's offer.
- Withholding information from the consumer that a software update will negatively impact the functioning of goods with digital elements or the use of digital content or digital services.
- Presenting a software update as necessary when it only enhances functionality features.
- Any commercial communication about a good containing a feature introduced to limit its durability despite information on the feature and its effects on the durability of the good being available to the trader.
- Falsely claiming that under normal conditions of use a good has a certain durability in terms of usage time or intensity.
- Presenting a good as allowing repair when it does not.
- Inducing the consumer to replace or replenish the consumables of a good earlier than necessary for technical reasons.
- Withholding information about the impairment of the functionality of a good when consumables, spare parts or accessories not supplied by the original producer are used, or falsely claiming that such impairment will happen.



# Information requirements on the trader



The trader is required to provide information on:

The producer's commercial guarantee of durability for all types of goods, with a duration of more than two years, when made available to the trader and a reminder of the existence of the legal guarantee of conformity on a harmonised label.

A reminder of the existence of the legal guarantee of conformity, including its minimum duration of two years, on a harmonised notice. (18 months from entry into force of the Directive, the Commission will specify the design and content of the harmonised notice through implementing acts – will refer to minimum period or possibly longer under national law). The harmonised notice and the harmonised label will be easy to use and reproduce for traders.

A reminder of the existence of the legal guarantee of conformity for digital content and digital services.

The existence and the conditions of after-sales services and commercial guarantees, where applicable.

The availability of free software updates for goods with digital elements, digital content and digital services, when made available to the trader.

The reparability score for the goods, where applicable.

The reparability of products.

Environmentally friendly delivery options, where available.



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# Links with Green Claims Directive

- Department of Environment, Climate and Communications
- Complements the Green Transition Directive (where generic claims are banned unless meet the threshold of “recognised excellent environmental performance”)
- Will apply to voluntary explicit environmental claims (for example, packaging made from 30% recycled plastic)
- Will apply to claims not covered by other EU rules and regulations
- Introduces rules as to how claims are to be substantiated, verified and communicated to consumers
- Still under negotiation



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# Consumer Rights Act and harmonised notices and labels

A harmonised notice must be displayed in traders premises to provide information on the legal guarantee of conformity for goods.

- reminder to consumer of the existence of the legal guarantee of conformity for goods and include minimum 2 year period as provided for in Sale of Goods Directive (or possibly longer under national law, for example 6 years in Ireland)
- be easy to use and reproduce

A harmonised label will be used

- when a producer offers consumers a commercial guarantee of durability at no extra cost, which covers the whole product, has a duration of more than 2 years and informs the trader

The Commission will specify the design and content of the harmonised notice and label

Working on the design and conducted a number of workshops and surveys for both consumer and trader views

Expect to see final versions in September 2025

# Do consumers want these changes.....70% of us say YES!



CCPC research – 70% will pay more for a product that is “environmentally friendly”

**53%** of green claims give vague, misleading or unfounded information

**40%** of claims have no supporting evidence

**50%** of all green labels offer weak or non-existent verification

There are **230** sustainability labels and **100** green energy labels in the EU





# What are the impacts for business?

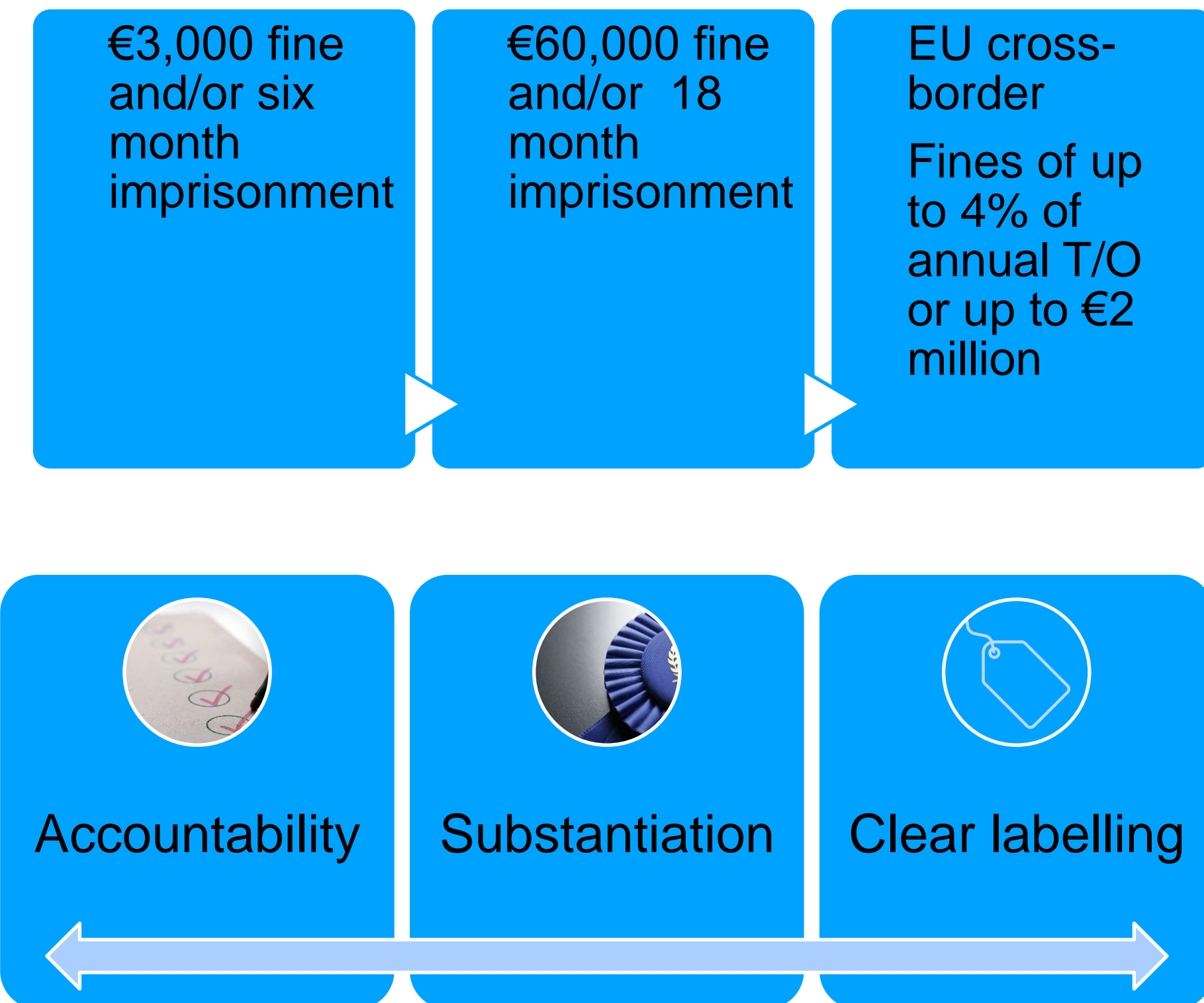


## Compliance Costs

- Possible operational costs in changes to packaging and labelling in light of GTD and GCD
- Possible substantiation costs
- Penalties

## Benefits

- Products will stand out
- Consumers can choose products genuinely better for the environment
- Changes across EU



# In Conclusion



- 27<sup>th</sup> September 2026
- Impact of Green Transition Directive will be substantial – improve transparency and trust for consumers
  - Provision of information to consumers, including harmonised notices
  - Addition of new misleading practices to current list
  - Banning of generic green claims
  - Certification of sustainability labels
  - Dealing with obsolescence
- DETE will continue to engage with business through our Forums



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Thank you!  
Questions?  
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