

Commission text	Amazon amendment	Justification
Recital 27 Repair quality standard		
<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 within 36 months, 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 consumer safety as well as 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 commit to a clear timeframe for developing this standard within the text of the proposal and ensure that consumer safety is its primary consideration.</p> <p>Most electronics are highly complex and contain components that may pose an electrical shock or fire risk. Improper handling of such components may lead to severe injuries, such as burns or blindness, or property damage. This is recognised by the Joint Research Centre, which has noted that ‘if a product is not properly repaired, consumer safety could be compromised.’</p> <p>Privacy, IP and cybersecurity concerns should also be considered alongside physical safety. With connected devices, unauthorised access can result in cybersecurity vulnerabilities, privacy and fraud risks, or loss of sensitive personal or financial data.</p> <p>A repair carried out by a professionally trained and qualified technician using genuine parts is the most reliable and safest option. Sufficient safeguards must be put in place, particularly where third-party independent repair facilities are concerned. If the technician is not employed or contracted by the manufacturer, they should be insured and demonstrate compliance with applicable standards for electrical equipment repairs.</p>
Art. 1 Subject matter and scope		

<p>(2) This Directive shall apply to the repair of goods purchased by consumers in the event of a defect of the goods that occurs or becomes apparent outside the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771.</p>	<p>(2) This Directive shall apply to the repair of goods purchased by consumers in the event of a defect of the goods that occurs or becomes apparent after the end of the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771.</p>	<p>The producer repair obligation should only apply for 2 years after the end of the legal warranty period. It should not apply during the warranty period.</p> <p>This is important from a perspective of legal certainty. In a situation where both regimes co-exist, it may be unclear whether a defect is related to a lack of conformity, which falls under the liability of the seller (who should remediate for free), or whether it is linked to accidental damage and is therefore under the liability of the manufacturer (who may repair for a fee).</p>
<p>Art. 4 European Repair Information Form</p>		
<p>(1) Member States shall ensure that, before a consumer is bound by a contract for the provision of repair services, the repairer shall provide the consumer, upon request, with the European Repair Information Form set out in Annex I on a durable medium within the meaning of Article 2 (11) of Directive 2019/771/EU.</p>	<p>(1) Before a consumer is bound by a contract for the provision of repair services, repairers may provide a consumer with the European Repair Information Form set out in Annex I on a durable medium within the meaning of Article 2 (11) of Directive 2019/771/EU.</p>	<p>The issuance of the European Repair Information Form should be voluntary. For large companies such as Amazon, the issuance and tracking of a vast number of forms would entail a significant administrative burden.</p>
<p>Art. 5 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, 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, after the end of the liability of the seller pursuant to Article 10 of Directive (EU) 2019/771 and in any case within four years from the [sale/delivery] of the good to the consumer, upon the consumer's request, the producer shall, for free or against a price or another kind of consideration, repair or offer a replacement with a new or refurbished good to the extent that reparability requirements are provided for by Union legal acts as listed in Annex II. The producer shall not be</p>	<p>The repair obligation should only apply for 2 years after the end of the legal warranty period. It should not apply during the warranty period, as it may be unclear whether a defect is related to a lack of conformity, which falls under the liability of the seller (who should remediate for free), or whether it is linked to accidental damage and is therefore under the liability of the manufacturer (who may repair for a fee).</p>

	<p>obliged to repair such goods where repair is impossible or when such repair jeopardizes the system and security integrity of the product. The producer may sub-contract repair in order to fulfil its obligation to repair.</p>	<p>Replacing a good with a refurbished good fulfills exactly the goal pursued by the proposal. Furthermore, refurbished products often have sustainability, logistical, and customer experience benefits. For example, they have the potential to further product lifetimes and can be instantly handed over to consumers, reducing waiting times, while also minimising transport and logistics emissions.</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>(3) Pursuant to [ESPR], customers, end-users, manufacturers, importers and distributors, dealers, professional repairers, independent operators, refurbishers, remanufacturers, recyclers, competent national authorities, civil society organisations, trade unions shall have free of charge and easy access to the product passport containing relevant repair-related information based on their respective access rights. Access to repair information and spare parts shall be ensured pursuant to articles 5 and 7 of the [ESPR] and in accordance with product-specific Delegated Acts.</p>	<p>To ensure legal continuity, the Right to Repair Directive should refer to the ESPR.</p> <p>Product specific Ecodesign repairability requirements give manufacturer’s clarity on the repairability requirements applicable under Union law. They prevent the overstocking of spare parts, enhance consumer protection by differentiating the spare part requirements for professional repairers and consumers, and focus on products that are highly repairable.</p> <p>We oppose any attempt to remove the link between the Right to Repair Directive and product specific Ecodesign regulations.</p>
<p>Article 7</p> <p>Online platform for repair and goods subject to refurbishment</p>		
<p>(1) Member States shall ensure that at least one online platform exists for their territory that allows consumers to find repairers.</p>	<p>(1) Member States shall ensure that at least one online platform exists for their territory that allows consumers to find repairers.</p>	<p>Each Member State must create an online repair platform to connect consumers with repairers, sellers and purchasers of refurbished goods in their area. We welcome this voluntary initiative to help consumers find attractive repair offers. To avoid fragmentation, we recommend creating a single platform per Member State. The current text opens the possibility of multiple platforms per country. There is a danger that platforms would be made for specific regions or product categories, creating</p>

an administrative burden for companies wishing to register and confusion for consumers.

Article 12
Amendment to Directive (EU) 2019/771

In Article 13(2) of Directive (EU) 2019/771 the following sentence is added:

‘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.’

In Article 13(2) of Directive (EU) 2019/771 the following sentence is added:

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 ***unless the repair would create significant inconvenience to the consumer or;***
- ***offer a replacement with a refurbished good.***

Consumers should have the choice between repair and replacement. In many instances, the repair option is not convenient for consumers.

Furthermore, replacing a good with a refurbished good fulfills exactly the goal pursued by the legislation. Refurbished products also often have sustainability, logistical, and customer experience benefits. For example, they have the potential to further product lifetimes and can be instantly handed over to consumers, reducing waiting times, while also minimising transport and logistics emissions.

Annex II - LIST OF UNION LEGAL ACTS
LAYING DOWN REPARABILITY REQUIREMENTS

8. Servers and data storage products according to Commission Regulation (EU) 2019/424

8. ***Small scale*** servers and ***small*** data storage products according to ***Art. 2(1)(15)***, Commission Regulation (EU) 2019/424 ***and Art. 2(11)***, ***Commission Regulation (EU) 2013/617***, ***respectively.***

We welcome that the ‘right to repair’ under the proposal only applies to consumer purchases.

This is appropriate as commercial products are covered by carefully negotiated B2B agreements. B2B transactions should remain outside the Directive’s scope. Business customers usually require tailored commercial arrangements for repair in light of their critical operational requirements. Maintenance and repair in the B2B sector are well established and work well. The services include take-back schemes, reverse logistics, leasing and servicing models specifically tailored to meet business needs.

For this reason, we question the necessity to include ‘servers and data storage products’ in the list (Annex II) as

		<p>they are primarily purchased by business customers. Focusing on 'small data storage products' and 'small scale servers,' which are more frequently purchased by consumers, would be more appropriate and would avoid the need for businesses to set up consumer repair arrangements which would be used extremely infrequently, if at all.</p>
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