

Green transformation in consumer protection: new obligations in marketing, product longevity, and consumer information



More than two years ago, Directive (EU) 2024/825, also known as the “Empowering Consumers Directive” (hereinafter the “Directive”), was adopted by the European Parliament and the Council. This legislation primarily responds to the increasing occurrence of misleading marketing practices, particularly greenwashing, as well as efforts to artificially shorten product lifespans. The Directive places strong emphasis on the provision of clear and comparable information, enabling consumers to make informed purchasing decisions. As Member States are expected to transpose the Directive by the end of September, we provide an overview of the key changes that businesses will need to address in the near future.

Key Points

- 1 Extension of the ban on unfair commercial practices to so-called greenwashing:** a prohibition on false or misleading claims regarding the environmental impact of a trader or a product
- 2 Ban on commercial practices that artificially shorten the lifespan and functionality of products:** the prohibition is aimed in particular at limiting planned obsolescence, i.e. so-called “built-in failures”
- 3 New information obligations for traders:** the introduction of harmonised notices and harmonised labels in relation to statutory and commercial guarantees
- 4 Entry into force of the legislation no later than 27 September 2026:** however, as of the date of publication of this briefing, the directive had not yet been transposed

Businesses will be required to present environmental claims about their products in a specific, objective, and verifiable manner.

Combating Greenwashing

One of the primary objectives of the Directive is to combat greenwashing, i.e. misleading marketing practices through which certain traders seek to persuade consumers that their products are environmentally friendly.

Under the Directive, the following practices in particular will newly be subject to sanctions where traders make or use:

- a) sustainability labels that are not based on a certification scheme or are not established by public authorities;
- a) generic (i.e. essentially unsubstantiated) environmental claims;
- b) environmental claims relating to an entire product or a trader, where such claims in fact relate only to a specific aspect of the product or a particular part of the trader's business;
- c) claims suggesting consumer benefits that are irrelevant and do not stem from any characteristic of the product or the trader;
- d) claims regarding emissions compensation based on activities outside the product's value chain;
- e) environmental claims relating to future environmental performance without clear, objective, publicly available and verifiable commitments.

In simple terms, where traders make any claims regarding the environmental benefits of their products, they will be required to ensure that such claims are sufficiently specific and capable of substantiation. Broad claims such as "*climate-friendly packaging*" or "*sustainable*" will no longer be acceptable and will either have to be omitted entirely or sufficiently specified, for example as "*100% of the energy used to produce this packaging comes from renewable sources*". As is likely to be the case, similarly to the transposition of previous consumer protection directives, the use of such unfair practices may expose traders to fines of up to CZK 5,000,000, and in the case of coordinated enforcement by Member States, up to 4% of total annual turnover, or up to CZK 50,000,000 where turnover cannot be determined.

Combating Premature Obsolescence

The second key area addressed by the Directive is the extension of the list of commercial practices that are considered unfair per se to include practices whereby traders, in one form or another, artificially shorten the lifespan of their products in order to encourage consumers to purchase new goods. The Directive therefore identifies as unfair commercial practices in particular:

- a) the omission of information that a software update will negatively affect the performance of the product;
- b) presenting a software update as necessary where it merely improves certain features of functionality;
- c) commercial communications relating to goods that contain a feature introduced to limit their durability, where the trader is aware of such a feature;
- d) false claims regarding the durability of goods in terms of period or intensity of use;

Businesses must refrain from practices that artificially shorten the lifespan of products, such as intentionally limiting functionality through software, "built-in failures", or false claims about the durability of goods.

- e) practices aimed at inducing consumers to replace or replenish consumables earlier than is technically necessary;
- f) the omission of information about impaired functionality of goods when non-original accessories are used, or conversely, false claims that non-original accessories may impair functionality.

Most consumers would likely recognise at least one of the above practices from their own experience. A typical example includes printers that do not allow black-and-white printing solely because a colour cartridge is missing. The Directive also seeks to regulate so-called “built-in failures”, i.e. features of goods intended to induce consumers to make excessively frequent repeat purchases. Although the Directive does not directly restrict the production of such features (which is expected to be addressed by other EU legal acts in the future), it does prohibit the promotion of products containing them. Through this Directive, the European Union aims, inter alia, to extend product lifespans and to encourage manufacturers to design and produce goods with a focus on durability and repairability.

New Information Obligations and Information Labels

The European Union seeks to harmonise the form in which consumers are informed about their rights and guarantees, in order to make this information clearer and more comprehensible.

Finally, the Directive also amends Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights. In this context, the European Union’s efforts to harmonise the way in which consumers are informed about their statutory rights arising from lack of conformity and about any commercial guarantees provided by manufacturers are of particular importance. When concluding consumer contracts, traders will be required to: (i) inform consumers of the existence of statutory rights arising from lack of conformity by means of a harmonised notice; and (ii) inform consumers of the existence of a commercial guarantee by means of a harmonised label.

The form of the harmonised notice and label has already been published in Commission Implementing Regulation (EU) 2025/1960 of 25 September 2025 (see below).

The image displays two side-by-side templates for consumer information. The left template is titled "LEGAL GUARANTEE" and contains text in multiple languages explaining the minimum two-year legal guarantee protection for goods sold in the European Union. It lists examples of non-conformity (e.g., "do not match the description", "do not function as intended") and provides instructions on what to do if a consumer receives non-conforming goods, such as contacting the seller and providing proof of purchase. A QR code is provided for more information. The right template is titled "GARAN" and features a large "XX" with a "365" icon, indicating a 365-day guarantee. It includes a QR code and multilingual text for various EU countries, such as "BG Гаранция от производителя в години", "CS Záruka výrobce v letech", "DA Producentgarantiens varighed i år", "DE Herstellergarantie in Jahren", "EL Εγγύηση παραγωγού σε έτη", "EN Producer guarantee in years", "ES Garantía del productor en años", "ET Tootja garantii aastates", "FI Tuottajan takuu vuosina", "FR Garantie du producteur en années", "GA Rátháocht an tairgeora de réir blianta", "HR Jamstvo proizvođača u godinama", "HU Gyártói jótállás években", "IT Garanzia del produttore in anni", "LT Gamintojo garantija metais", "LV Ražotāja garantija gados", "MT Garanzija tal-produttur fi snin", "NL Producentgarantie in jaren", "PL Gwarancja producenta w latach", "PT Garantia do produtor em anos", "RO Garanția producătorului în ani", "SK Záruka výrobcu v rokoch", "SL Garancija proizvajalca v letih", and "SV Tillverkarens garanti i antal år".

Harmonised notice (left) and harmonised label (right)

The transposition of the Directive into Czech law has not yet been completed, as the draft legislation is still undergoing the legislative process and may be subject to change.

Transposition Deadline and the Czech Republic's Approach

The European Union has required Member States to transpose the Directive by no later than 27 March 2026, with national legislation to become applicable no later than 27 September 2026. The implementation process in the Czech Republic has already commenced, as the government submitted the relevant bill to the Chamber of Deputies on 8 December 2025 (parliamentary print No. 53), proposing amendments to Act No. 634/1992 Coll., on Consumer Protection, and Act No. 89/2012 Coll., the Civil Code. The government bill largely mirrors the framework set out in the Directive. Of particular importance is the amendment of Annex No. 1 to Act No. 634/1992 Coll., which significantly expands the list of commercial practices deemed unfair in all circumstances.

However, as the legislative process had not been completed as of the date of publication of this briefing, it remains uncertain whether, and to what extent, the bill may be further amended. The final transposition of the Directive into Czech law therefore remains pending.

Conclusion

The Directive introduces a number of new obligations for businesses which, both individually and collectively, should contribute to a further strengthening of consumer protection within the European Union. Although the Directive has not yet been transposed into Czech law, it is recommended that businesses begin preparing for the anticipated changes as early as possible in order to ensure a smooth transition and minimise the risk of sanctions for non-compliance with the new obligations. Businesses should in particular:

- a) review all environmental claims in their marketing communications with regard to their objectivity, specificity and verifiability;
- b) establish effective control procedures for future marketing communications;
- c) ensure transparency regarding the durability and repairability of their products and review internal processes related to premature obsolescence;
- d) prepare for the introduction of harmonised notices and harmonised labels in relation to statutory and commercial guarantees.



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