



Brussels, 20 February 2018

JOINT STATEMENT

Businesses call for practical and fully harmonised rules for consumer guarantees

Dear Member of the IMCO Committee,

The Internal Market and Consumer Protection Committee will be voting this week on the draft report (by Pascal Arimont MEP) on the proposal to harmonise consumer protection rules on the sale of goods. This proposal could have significantly simplified the rules for online and offline shopping and make them fit for the 21st century. This would have enabled and incentivised traders to trade across borders and thus made a major contribution to achieving the digital single market.

With the imminent entry into force of the Geo-blocking Regulation, obliging traders to sell to consumers regardless of where they live in the EU, traders more than ever need similar and practical business-to-consumer contract rules. Without this, particularly small traders will continue to face legal uncertainty when selling cross-border. The lack of harmonised consumer rules will hold back traders from delivering to their customers in other Member States in order to avoid the risk of falling foul of differing consumer protection rules.

We therefore ask you to look again at whether the Parliament cannot, in the context of this proposal, uphold the principle of full harmonisation in consumer law. This has been the practice in the EU legislation for more than a decade. We are not arguing for harmonisation at any cost, but rather would ask you to consider the following points ahead of the vote next week:

- > **Providing Member States with numerous options and exemptions on crucial provisions of the proposal (e.g. guarantees, remedies) risks jeopardising the initial added value** of this proposal. These are to be avoided as they simply keep the status quo which remains fragmented.
- > **Avoid imposing substantial new burdens.** We would ask you not to adopt a number of amendments. These include a **30-day deadline for completing repair or replacement**, and the **renewal of the guarantee period after replacement of the product or a spare part**. These changes to the rules impose timeframes for repair over which the trader often has little or no influence or make sense, since in most cases the trader depends on the producer to carry out the repair, which may take longer depending on the product in question. It also could lead to traders' liability being extended almost indefinitely, and create additional legal uncertainty. Another amendment requiring the possibility for the consumer to **check second-hand goods**

before purchase (if these are to qualify for shorter deadlines) will in practice discourage online sale of these goods, and thus undermine the role these could play in achieving the circular economy.

- > **Keeping commercial guarantees truly voluntary.** Commercial guarantees should remain voluntary beyond the existing statutory minimum where a producer decides to provide the guarantee and its conditions. Any limitation on the duration of these rights or of what the guarantee covers (durability) de facto make it a legal guarantee. Such provisions only make the guarantee system more complicated to apply in practice. **Sustainability and durability of goods are best pursued via product specific rules and not via contract law**, which serves different purposes.
