



**2015/0288(COD)**

25.1.2017

# **AMENDMENTS**

## **219 - 411**

**Draft report**  
**Pascal Arimont**  
(PE593.817v03-00)

Contracts for the online and other distance sales of goods

Proposal for a directive  
(COM(2015)0635 – C8-0391/2015 – 2015/0288(COD))



**Amendment 219**  
**Dennis de Jong**

**Proposal for a directive**  
**Article 1 – paragraph 4**

*Text proposed by the Commission*

4. ***In so far as not regulated therein,*** ***this*** Directive shall not affect national general contract laws such as rules on formation, ***the*** validity or effects of contracts, including the consequences of the termination of a contract.

*Amendment*

4. This Directive shall not affect national general contract laws such as rules on ***the*** formation, validity or effects of contracts, including the consequences of the termination of a contract.

Or. en

**Amendment 220**  
**Pascal Durand**  
on behalf of the Verts/ALE Group

**Proposal for a directive**  
**Article 2 – paragraph 1 – point b**

*Text proposed by the Commission*

(b) 'consumer' means any natural person who, in contracts covered by this Directive, is acting for purposes which are outside his trade, business, craft or profession;

*Amendment*

(b) 'consumer' means any natural person who, in contracts covered by this Directive, is acting for purposes which are ***primarily*** outside his trade, business, craft or profession;

Or. en

**Amendment 221**  
**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin**

**Proposal for a directive**  
**Article 2 – paragraph 1 – point b**

*Text proposed by the Commission*

(b) 'consumer' means any natural person who, in contracts covered by this

*Amendment*

(b) 'consumer' means any natural person who, in contracts covered by this

Directive, is acting for purposes which are outside his trade, business, craft or profession;

Directive, is acting for purposes which are outside his trade, business, craft or profession; *where the contract is concluded for a purpose which is partly within and partly outside that natural person's trade, business, craft or profession or an equivalent purpose and that purpose is so limited as not to be predominant in the overall context of the contract, that person shall also be considered to be a consumer;*

Or. en

#### **Amendment 222**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin**

#### **Proposal for a directive**

#### **Article 2 – paragraph 1 – point c**

##### *Text proposed by the Commission*

(c) ‘seller’ means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Directive;

##### *Amendment*

(c) ‘seller’ means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf *or as an intermediary for a natural person*, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Directive;

Or. en

#### **Amendment 223**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin**

#### **Proposal for a directive**

#### **Article 2 – paragraph 1 – point c a (new)**

##### *Text proposed by the Commission*

##### *Amendment*

*(c a) 'producer', in relation to goods,*

*means the manufacturer of a finished product, the producer of any raw material or the manufacturer of a component part and any person who, by putting his name, trade mark or other distinguishing feature on the product, holds himself out to be its producer;*

Or. en

**Amendment 224**

**Pascal Arimont, Eva Maydell, Andreas Schwab**

**Proposal for a directive**

**Article 2 – paragraph 1 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

*(c a) 'producer' means the manufacturer of goods, the importer of goods into the territory of the Union or any person purporting to be a producer by placing his name, trade mark or other distinctive sign on the goods;*

Or. en

**Amendment 225**

**Pascal Durand**

on behalf of the Verts/ALE Group

**Proposal for a directive**

**Article 2 – paragraph 1 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

*(c a) 'producer' means the manufacturer of goods, the importer of goods into the territory of the Union or any person purporting to be a producer by placing his name, trade mark or other distinctive sign on the goods;*

Or. en

*Justification*

*From 1999/44/EC Sales Directive and related to AM on Article 19 a (new).*

**Amendment 226**

**Lucy Anderson, Marlene Mizzi, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin, Isabella De Monte, Liisa Jaakonsaari**

**Proposal for a directive**

**Article 2 – paragraph 1 – point d a (new)**

*Text proposed by the Commission*

*Amendment*

*(d a) 'embedded digital content or digital service' means pre-installed digital content, or an inherent digital service, which operates as an integral part of the goods and cannot be easily uninstalled by the consumer or which is necessary for the conformity of the goods with the contract;*

Or. en

**Amendment 227**

**Róza Gräfin von Thun und Hohenstein**

**Proposal for a directive**

**Article 2 – paragraph 1 – point d a (new)**

*Text proposed by the Commission*

*Amendment*

*(d a) 'embedded digital content' means pre-installed digital content which operates as an integral part of the goods and cannot easily be de-installed by the consumer;*

Or. en

**Amendment 228**

**Eva Maydell, Andreas Schwab**

**Proposal for a directive**

**Article 2 – paragraph 1 – point d a (new)**

*Text proposed by the Commission*

*Amendment*

***(d a) 'embedded digital content' means pre-installed digital content which operates as an integral part of the goods and cannot easily be de-installed by the consumer;***

Or. en

**Amendment 229**

**Kaja Kallas, Dita Charanzová**

**Proposal for a directive**

**Article 2 – paragraph 1 – point d a (new)**

*Text proposed by the Commission*

*Amendment*

***(d a) 'embedded digital content' means pre-installed digital content which operates as an integral part of the goods or which is necessary for the conformity of the good with the contract;***

Or. en

**Amendment 230**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive**

**Article 2 – paragraph 1 – point d a (new)**

*Text proposed by the Commission*

*Amendment*

***(d a) 'tangible medium' means a tangible moveable item which serves exclusively as a carrier of digital content or of a digital service;***

Or. en

**Amendment 231**

Anneleen Van Bossuyt

**Proposal for a directive**

**Article 2 – paragraph 1 – point e**

*Text proposed by the Commission*

(e) ‘*distance* sales contract’ means any sales contract *concluded* under *an organised distance scheme without the simultaneous physical presence of the seller and the consumer, with the exclusive use of one or more means of distance communication, including via internet, up to and including the time at which the contract is concluded*;

*Amendment*

(e) ‘sales contract’ means any contract under *which the seller transfers or undertakes to transfer the ownership of goods to the consumer and the consumer pays or undertakes to pay the price thereof, including any contract having as its object both goods and services*;

Or. en

**Amendment 232**

**Olga Sehnalová**

**Proposal for a directive**

**Article 2 – paragraph 1 – point j**

*Text proposed by the Commission*

(j) ‘free of charge’ means free of the costs *necessarily* incurred *in order to bring* the goods into conformity, particularly the cost of postage, labour and materials.

*Amendment*

(j) ‘free of charge’ means free of the costs incurred *specifically for the purpose of bringing* the goods into conformity, particularly the cost of postage, labour and materials.

Or. cs

*Justification*

*The term 'necessarily' may be interpreted as also including any costs connected with, for example, the transport of goods for return or replacement.*

**Amendment 233**

**Pascal Arimont, Eva Maydell, Andreas Schwab**

**Proposal for a directive**

**Article 2 a (new)**

*Text proposed by the Commission*

*Amendment*



## *Article 2 a*

### *Scope*

- 1. This Directive shall apply to any sales contract concluded between a consumer and a seller.*
- 2. This Directive shall not apply to contracts for the provision of services. However, in the case of contracts providing both for the sale of goods and for the provision of services, this Directive shall apply to the part thereof relating to the sale of goods.*
- 3. This Directive shall not apply to goods in which digital content is embedded unless the supplier proves that the lack of conformity lies in the hardware of the good. This Directive shall likewise not apply to a tangible medium which serves exclusively as carrier of digital content, unless the supplier proves that the lack of conformity lies in the tangible medium.*
- 4. If any provision of this Directive conflicts with a provision of another Union act governing a specific sector or subject matter, the provision of that other Union act shall prevail and shall apply to those specific sectors.*
- 5. This Directive shall not affect national general contract laws such as rules on the formation, validity or effects of contracts, including the consequences of the termination of a contract, in so far as they are not regulated by this Directive.*

Or. en

### *Justification*

*Intended to replace AM 29 of the draft report. Modification in paragraph 3.*

**Amendment 234**  
**Marco Zullo**

**Proposal for a directive**  
**Article 2 a (new)**

**Article 2a**

**Scope**

- 1. This Directive shall apply to all sale contracts concluded between a consumer and a seller.**
- 2. This Directive shall not apply to distance contracts for the provision of services. However, in case of sales contracts providing both for the sale of goods and the provision of services, this Directive shall apply to the part relating to the sale of goods.**
- 3. This Directive shall not apply to any durable medium incorporating digital content where the durable medium has been used exclusively as a carrier for the supply of the digital content to the consumer.**
- 4. In so far as not regulated therein, this Directive shall not affect national general contract laws such as rules on formation, the validity or effects of contracts, including the consequences of the termination of a contract.**

Or. it

*Justification*

*Alignment with proposal for a directive on digital content*

**Amendment 235**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive  
Article 3**

**Article 3**

**deleted**

**Level of harmonisation**

**Member States shall not maintain or introduce provisions diverging from those**

*laid down in this Directive including more or less stringent provisions to ensure a different level of consumer protection.*

Or. en

**Amendment 236**

**Mylène Troszczynski**

**Proposal for a directive**

**Article 3**

*Text proposed by the Commission*

*Amendment*

**Article 3**

**deleted**

**Level of harmonisation**

*Member States shall not maintain or introduce provisions diverging from those laid down in this Directive including more or less stringent provisions to ensure a different level of consumer protection.*

Or. fr

*Justification*

*Clause contrary to the subsidiarity principle. Member States must remain free to introduce into their national law any provision they deem it important to introduce in the sole interest of their populace.*

**Amendment 237**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Olga Sehnalová, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin**

**Proposal for a directive**

**Article 3 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

Member States ***shall not*** maintain ***or introduce*** provisions ***diverging from*** those laid down in this Directive ***including more or less stringent provisions to ensure a different level of consumer protection.***

Member States ***may adopt or*** maintain ***in force more stringent*** provisions ***than*** those laid down in this Directive ***for the protection of consumers, and the implementation of this Directive shall under no circumstances constitute***

*grounds for the reduction of protection for consumers in fields covered by the scope of Union law.*

Or. en

**Amendment 238**

**Dennis de Jong**

**Proposal for a directive**

**Article 3 – paragraph 1**

*Text proposed by the Commission*

Member States ***shall not*** maintain ***or introduce*** provisions ***diverging from*** those laid down in this Directive ***including more or less stringent provisions to ensure a different level of consumer protection.***

*Amendment*

Member States ***may*** maintain ***in force*** provisions ***which are more stringent than*** those laid down in this Directive ***for the protection of consumers, and the implementation of this Directive shall under no circumstances constitute grounds for the reduction of protection for consumers in fields covered by the scope of Union law.***

Or. en

*Justification*

*Full harmonisation can only be in the interest of the public when the highest level of consumer protection is maintained.*

**Amendment 239**

**Pascal Durand**

on behalf of the Verts/ALE Group

**Proposal for a directive**

**Article 3 – paragraph 1**

*Text proposed by the Commission*

Member States ***shall not*** maintain or introduce provisions diverging from those laid down in this Directive including more ***or less*** stringent provisions to ensure a ***different*** level of consumer protection.

*Amendment*

Member States ***may*** maintain or introduce provisions diverging from those laid down in this Directive, including more stringent provisions to ensure a ***higher*** level of consumer protection

Or. en

**Amendment 240**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Olga Sehnalová, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin**

**Proposal for a directive**

**Article 3 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***This Directive shall be without prejudice to general substantive and procedural rights which consumers may invoke under national laws governing contractual or non-contractual liability.***

Or. en

**Amendment 241**

**Dennis de Jong**

**Proposal for a directive**

**Article 3 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***This Directive shall be without prejudice to general substantive and procedural rights which consumers may invoke under national laws governing contractual or non-contractual liability.***

Or. en

**Amendment 242**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan**

**Proposal for a directive**

**Article 4 – paragraph 1 – point a**

*Text proposed by the Commission*

*Amendment*

**(a) *be of the quantity, quality and***

**(a) *possess the quality of and***

description *required by the contract, which includes that* where *the seller shows* a sample or *a model to* the consumer, the goods shall *possess the quality of and correspond* to the *description of this* sample or model;

*correspond to the description of the sample or model thereof;* where *a contract is concluded by reference to* a sample or *model of the goods that is seen or examined by* the consumer *before the contract is concluded*, the goods shall: *(i) match the sample or model except to the extent that any differences between the sample or model and the goods are brought to the consumer's attention before the contract is concluded; and (ii) be free from any defect that renders their quality unsatisfactory and that would not be apparent on a reasonable examination of the* sample or model;

Or. en

#### **Amendment 243**

**Vicky Ford, Daniel Dalton**

#### **Proposal for a directive**

#### **Article 4 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) be of the quantity, quality and description required by the contract, which includes that where the seller shows a sample or a model to the consumer, the goods shall possess the quality of and correspond to the description of *this* sample or model;

*Amendment*

(a) be of the quantity, quality and description required by the contract, which includes that where the seller shows a sample or a model to the consumer, the goods shall possess the quality of and correspond to the description of *that* sample or model, *which must be free from any defect*;

Or. en

#### **Amendment 244**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Biljana Borzan, Marc Tarabella**

#### **Proposal for a directive**

#### **Article 4 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) be of the quantity, quality and

*Amendment*

(a) be of the quantity, quality,

description required by the contract, which includes that where the seller shows a sample or a model to the consumer, the goods shall possess the quality of and correspond to the description of this sample or model;

**durability** and description required by the contract, which includes that where the seller shows a sample or a model to the consumer, the goods shall possess the quality of and correspond to the description of this sample or model;

Or. en

#### **Amendment 245**

**Pascal Durand**

on behalf of the Verts/ALE Group

#### **Proposal for a directive**

##### **Article 4 – paragraph 1 – point a**

*Text proposed by the Commission*

(a) be of the quantity, quality and description required by the contract, which includes that where the seller shows a sample or a model to the consumer, the goods shall possess the quality of and correspond to the description of this sample or model;

*Amendment*

(a) be of the quantity, quality, **durability** and description required by the contract, which includes that where the seller shows a sample or a model to the consumer, the goods shall possess the quality of and correspond to the description of this sample or model;

Or. en

#### **Amendment 246**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan**

#### **Proposal for a directive**

##### **Article 4 – paragraph 1 – point b**

*Text proposed by the Commission*

(b) be fit for any particular purpose for which the consumer requires them and which the consumer made known to the seller at the time of **the** conclusion of the contract **and which the seller has accepted**; and

*Amendment*

(b) be fit for any particular purpose for which the consumer requires them and which the consumer made known to the seller at the time of conclusion of the contract; and

Or. en

**Amendment 247**  
**Vicky Ford, Daniel Dalton**

**Proposal for a directive**  
**Article 4 – paragraph 1 – point b**

*Text proposed by the Commission*

(b) be fit for any particular purpose for which the consumer requires them and which the consumer made known to the seller at the time of *the* conclusion of the contract *and which the seller has accepted*; and

*Amendment*

(b) be fit for any particular purpose for which the consumer requires them and which the consumer made known to the seller at the time of conclusion of the contract; and

Or. en

*Justification*

*It is not clear what 'acceptance' would entail in practice.*

**Amendment 248**  
**Marco Zullo**

**Proposal for a directive**  
**Article 4 – paragraph 1 – point c a (new)**

*Text proposed by the Commission*

*Amendment*

*(ca) meet the quality and performance standards indicated in advertising material , including that available on the business premises, on the relevant website or on social media pages linked to the seller, unless the seller shows that he has not been informed thereof.*

Or. it

**Amendment 249**  
**Olga Sehnalová**

**Proposal for a directive**  
**Article 4 – paragraph 3**



**3. Any agreement excluding, *deleted*  
derogating from or varying the effects of  
Articles 5 and 6 to the detriment of the  
consumer is valid only if, at the time of  
the conclusion of the contract, the  
consumer knew of the specific condition  
of the goods and the consumer has  
expressly accepted this specific condition  
when concluding the contract.**

Or. cs

*Justification*

*Any possibility of a derogation from the objective criteria runs counter to the meaning and purpose of introducing such criteria.*

**Amendment 250**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan**

**Proposal for a directive  
Article 4 – paragraph 3**

**3. Any agreement excluding,  
derogating from or varying the effects of  
Articles 5 and 6 to the detriment of the  
consumer *is valid only if, at the time of the  
conclusion of the contract, the consumer  
knew of the specific condition of the  
goods and the consumer has expressly  
accepted this specific condition when  
concluding the contract.***

**3. Any agreement excluding,  
derogating from or varying the effects of  
Articles 5 and 6 to the detriment of the  
consumer *shall be invalid.***

Or. en

**Amendment 251**

**Vicky Ford, Daniel Dalton**

**Proposal for a directive  
Article 4 – paragraph 3**

*Text proposed by the Commission*

3. Any agreement excluding, derogating from or varying the effects of Articles 5 and 6 to the detriment of the consumer **is** valid only if, at the time of **the** conclusion of the contract, the consumer knew of the specific condition of the goods and the consumer **has** expressly accepted **this** specific condition when concluding the contract.

*Amendment*

3. Any agreement excluding, derogating from or varying the effects of Articles 5 and 6 to the detriment of the consumer **shall be** valid only if, at the time of conclusion of the contract, the consumer knew of the specific condition of the goods and the consumer expressly accepted **that** specific condition when concluding the contract. **It shall not be sufficient to use default options which the consumer is required to reject in order to demonstrate a lack of an express acceptance.**

Or. en

*Justification*

*A consumer's consent cannot be inferred simply because they had not objected to default options, which could include having to un-tick a pre-ticked box or because they have not objected to a set of terms and conditions.*

**Amendment 252**

**Pascal Durand**

on behalf of the Verts/ALE Group

**Proposal for a directive**

**Article 4 – paragraph 3 – subparagraph 1 (new)**

*Text proposed by the Commission*

*Amendment*

***A consumer shall not be deemed to have expressly accepted the specific condition of the goods if:***

***(a) the consumer has generally accepted the seller's terms and conditions of sale contained in the contract; or***

***(b) the consumer has been presented with a default option which he would be required to reject in order to demonstrate his lack of acceptance.***

Or. en

**Amendment 253**

**Pascal Durand**  
on behalf of the Verts/ALE Group

**Proposal for a directive**  
**Article 5 – paragraph 1 – introductory part**

*Text proposed by the Commission*

*Amendment*

The goods shall, *where relevant*:

The goods shall:

Or. en

**Amendment 254**  
**Inese Vaidere**

**Proposal for a directive**  
**Article 5 – paragraph 1 – introductory part**

*Text proposed by the Commission*

*Amendment*

The goods shall, where *relevant*:

The goods shall, where *applicable*:

Or. en

**Amendment 255**  
**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Olga Sehnalová, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan**

**Proposal for a directive**  
**Article 5 – paragraph 1 – introductory part**

*Text proposed by the Commission*

*Amendment*

The goods shall, where *relevant*:

The goods shall, where *applicable*:

Or. en

**Amendment 256**  
**Pascal Durand**  
on behalf of the Verts/ALE Group

**Proposal for a directive**  
**Article 5 – paragraph 1 – point b**

*Text proposed by the Commission*

*Amendment*

(b) be delivered along with such accessories including packaging, installation instructions or other instructions as the consumer may expect to receive; and

(b) be delivered along with such accessories, including packaging, installation instructions or **any** other instructions, as the consumer may expect to receive; and

Or. en

**Amendment 257**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive**

**Article 5 – paragraph 1 – point c – introductory part**

*Text proposed by the Commission*

*Amendment*

(c) possess qualities and performance **capabilities** which are normal in goods of the same type and which the consumer may expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller or other persons in earlier links of the chain of transactions, **including the producer**, unless the seller **shows** that:

(c) possess qualities and performance **features, including its functionality, durability and security**, which are normal in goods of the same type and which the consumer may expect given the nature of the goods, **taking into account, where relevant, any existing technical standards or, in the absence of such technical standards, applicable industry codes of conduct and good practices**, and taking into account any public statement made by or on behalf of the seller or other persons in earlier links of the chain of transactions, unless the seller **can show** that:

Or. en

**Amendment 258**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Olga Sehnalová, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin**

**Proposal for a directive**

**Article 5 – paragraph 1 – point c – introductory part**

*Text proposed by the Commission*

*Amendment*

(c) possess qualities and performance

(c) possess qualities, **durability** and

capabilities ***which are normal in goods of the same type and which the consumer may expect given the nature of the goods*** and taking into account any public statement made by or on behalf of the seller or other persons in earlier links of the chain of transactions, including the producer, unless the seller shows that:

performance capabilities, ***including in relation to appearance, safety and freedom from all defects, which are satisfactory and which the consumer can expect*** taking into account any public statement made by or on behalf of the seller or other persons in earlier links of the chain of transactions, including the producer, unless the seller shows that:

Or. en

#### **Amendment 259**

**Pascal Durand, Claude Turmes**  
on behalf of the Verts/ALE Group

#### **Proposal for a directive**

#### **Article 5 – paragraph 1 – point c – introductory part**

##### *Text proposed by the Commission*

(c) possess qualities and performance capabilities which are normal in goods of the same type and which the consumer ***may*** expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller or other persons in earlier links of the chain of transactions, including the producer, unless the seller shows that:

##### *Amendment*

(c) possess qualities, ***durability*** and performance capabilities which are normal in goods of the same type and which the consumer ***can*** expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller or other persons in earlier links of the chain of transactions, including the producer, unless the seller shows that

Or. en

#### **Amendment 260**

**Vicky Ford, Daniel Dalton**

#### **Proposal for a directive**

#### **Article 5 – paragraph 1 – point c – introductory part**

##### *Text proposed by the Commission*

(c) possess qualities and performance capabilities which are ***normal in*** goods of the same type and which the consumer may expect given the nature of the goods and taking into account any public statement made by or on behalf of the seller or other

##### *Amendment*

(c) possess qualities and performance capabilities which are ***of a satisfactory quality compared to*** goods of the same type and which the consumer may ***reasonably*** expect given the nature of the goods and taking into account any public

persons in earlier links of the chain of transactions, including the producer, unless the seller shows that:

statement made by or on behalf of the seller or other persons in earlier links of the chain of transactions, including the producer, unless the seller shows that:

Or. en

#### **Amendment 261**

**Pascal Durand**

on behalf of the Verts/ALE Group

#### **Proposal for a directive**

#### **Article 5 – paragraph 1 – point c – point ii**

*Text proposed by the Commission*

(ii) by the time of conclusion of the contract the statement had been corrected;  
or

*Amendment*

(ii) by the time of conclusion of the contract the statement had been corrected ***and the consumer had been made explicitly aware by the seller of that correction***; or

Or. en

#### **Amendment 262**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Olga Sehnalová, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin**

#### **Proposal for a directive**

#### **Article 5 – paragraph 1 – point c – point ii**

*Text proposed by the Commission*

(ii) by the time of conclusion of the contract the statement had been corrected;  
or

*Amendment*

(ii) by the time of conclusion of the contract the statement had been corrected ***and the consumer could not reasonably have been unaware of that correction***; or

Or. en

#### **Amendment 263**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive**  
**Article 5 – paragraph 1 – point c – point iii**

*Text proposed by the Commission*

(iii) the decision to **buy** the goods could not have been influenced by the statement.

*Amendment*

(iii) the decision to **acquire** the goods could not have been influenced by the statement.

Or. en

**Amendment 264**  
**Marco Zullo**

**Proposal for a directive**  
**Article 5 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 5a**

**Hidden defects**

***1. A hidden defect shall be understood to be a defect that makes the product unfit for its intended use, or impedes its use in such a way that the consumer would not have bought the product or would have paid a lower price.***

***2. The seller is liable to the consumer for any hidden defect if the following conditions are also met:***

***(a) the defect is not immediately visible or evident;***

***(b) the product was defective prior to purchase;***

***(c) the defect is such as to render the product wholly or partly unserviceable.***

***3. If conditions (a), (b) and (c) of paragraph 2 are met, the consumer may terminate the contract or seek payment of an amount corresponding to the loss in the product's value in use, even if the consumer discovers the defect after the expiry of the legal guarantee.***

Or. it

**Amendment 265**

**Lucy Anderson, Marlene Mizzi, Catherine Stihler, Maria Grapini, Christel Schaldemose, Olga Sehnalová, Evelyne Gebhardt, Mary Honeyball, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin, Isabella De Monte**

**Proposal for a directive**

**Article 5 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 5 a**

***Pre-contractual information***

***Where the provisions of Directive 2011/83/EU require the seller to provide information to the consumer before the contract becomes binding, any of that information that was provided by the seller other than information about the main characteristics of goods shall be deemed to be included as a term of the contract.***

Or. en

**Amendment 266**

**Olga Sehnalová**

**Proposal for a directive**

**Article 6**

*Text proposed by the Commission*

*Amendment*

**Article 6**

***deleted***

***Incorrect installation***

***Where the goods are incorrectly installed, any lack of conformity resulting from the incorrect installation is regarded as lack of conformity with the contract of the goods if:***

***(a) the goods were installed by the seller or under the seller's responsibility; or***

***(b) the goods, intended to be installed by the consumer, were installed by the consumer and the incorrect installation was due to a shortcoming in the***



**installation instructions.**

Or. cs

*Justification*

*If the installation is carried out by the seller, this is an additional service which should be carried out properly, and claims arising from incorrect installation should be treated in the same way as the provision of any other services. If the consumer damages the goods by incorrect installation due to a fault in the instructions, he has the option of claiming compensation from the seller for the damage caused.*

**Amendment 267**

**Marco Zullo**

**Proposal for a directive**

**Article 6 – paragraph 1 – point b**

*Text proposed by the Commission*

(b) the goods, intended to be installed by the consumer, were installed by the consumer and the incorrect installation was due to ***a shortcoming in*** the installation instructions.

*Amendment*

(b) the goods, intended to be installed by the consumer, were installed by the consumer and the incorrect installation was due to ***incomplete, missing or erroneous*** the installation instructions.

Or. it

**Amendment 268**

**Philippe Juvin**

**Proposal for a directive**

**Article 7 – paragraph 1**

*Text proposed by the Commission*

At the time relevant for establishing the conformity with the contract as determined by Article 8, the ***goods must be free from any right of a third party***, including based on intellectual property, ***so that the goods can be used in accordance with the contract.***

*Amendment*

At the time relevant for establishing the conformity with the contract as determined by Article 8, the ***rights of third parties concerning the goods***, including based on intellectual property, ***must be respected.***

Or. fr

**Amendment 269**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive**

**Article 7 – paragraph 1**

*Text proposed by the Commission*

***At the time relevant for establishing the conformity with the contract as determined by Article 8, the goods must be free*** from any right of a third party, including based on intellectual property, ***so that the goods can be used*** in accordance with the contract.

*Amendment*

***The goods shall be free from any restriction resulting*** from any right of a third party, including ***any restriction*** based on intellectual property ***rights, that may prevent the consumer using the goods*** in accordance with the contract.

Or. en

**Amendment 270**

**Dennis de Jong**

**Proposal for a directive**

**Article 8 – paragraph 1 – point b**

*Text proposed by the Commission*

(b) the goods are handed over to the carrier chosen by the consumer, where that carrier was not proposed by the seller ***or where the seller proposes no means of carriage.***

*Amendment*

(b) the goods are handed over to the carrier chosen by the consumer, where that carrier was not proposed by the seller.

Or. en

**Amendment 271**

**Marco Zullo**

**Proposal for a directive**

**Article 8 – paragraph 1 – point b**

*Text proposed by the Commission*

(b) the goods are handed over to the carrier chosen by the consumer, where that carrier was not proposed by the seller or where the seller proposes no means of

*Amendment*

(b) the goods are handed over to the carrier chosen by the consumer, where that carrier was not proposed by the seller or where the seller proposes no means of

carriage.

carriage, *without prejudice to the rights of the consumer against the carrier.*

Or. it

#### **Amendment 272**

**Olga Sehnalová**

#### **Proposal for a directive**

#### **Article 8 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. In cases where the goods were installed by the seller or under the seller's responsibility, the time when the installation is complete shall be considered as the time when the consumer has acquired the physical possession of the goods. In a case where the goods were intended to be installed by the consumer, the time when the consumer had reasonable time for the installation but in any case not later than 30 days after the time indicated in paragraph 1 shall be considered as the time when the consumer has acquired the physical possession of the goods.** **deleted**

Or. cs

#### *Justification*

*The fact that goods are deemed to have been acquired only as of the date of completion of the installation may lead to legal uncertainty.*

#### **Amendment 273**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

#### **Proposal for a directive**

#### **Article 8 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

**2. In cases where the goods were installed by the seller or under the seller's**

**2. In cases where the goods were installed by the seller or under the seller's**

responsibility, the time when the installation is complete shall be considered as the time when the consumer has acquired **the** physical possession of the goods. In a case where the goods were intended to be installed by the consumer, the time when the consumer had reasonable time for the installation **but in any case not later than 30 days after the time indicated in paragraph 1** shall be considered as the time when the consumer has acquired **the** physical possession of the goods.

responsibility, the time when the installation is complete shall be considered as the time when the consumer has acquired physical possession of the goods. In a case where the goods were intended to be installed by the consumer, the time when the consumer had reasonable time for the installation shall be considered as the time when the consumer has acquired physical possession of the goods.

Or. en

#### **Amendment 274**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan**

#### **Proposal for a directive Article 8 – paragraph 2**

##### *Text proposed by the Commission*

2. In cases where the goods were installed by the seller or under the seller's responsibility, the time when the installation is complete shall be considered as the time when the consumer has acquired **the** physical possession of the goods. In a case where the goods were intended to be installed by the consumer, the time when the consumer had reasonable time for the installation **but in any case** not later than 30 days after the time indicated in paragraph 1 shall be considered as the time when the consumer has acquired **the** physical possession of the goods.

##### *Amendment*

2. In cases where the goods were installed by the seller or under the seller's responsibility, the time when the installation is complete shall be considered as the time when the consumer has acquired physical possession of the goods. In a case where the goods were intended to be installed by the consumer, the time when the consumer had reasonable time for the installation, **being** not later than 30 days after the time indicated in paragraph 1, shall be considered as the time when the consumer has acquired physical possession of the goods, **save where the complexity of the installation requires a longer time.**

Or. en

#### **Amendment 275**

**Pascal Durand**

on behalf of the Verts/ALE Group

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**Proposal for a directive**  
**Article 8 – paragraph 2**

*Text proposed by the Commission*

2. In cases where the goods were installed by the seller or under the seller's responsibility, the time when the installation is complete shall be considered as the time when the consumer has acquired **the** physical possession of the goods. In a case where the goods were intended to be installed by the consumer, the time when the consumer had reasonable time for the installation **but in any case** not later than 30 days after the time indicated in paragraph 1 shall be considered as the time when the consumer has acquired **the** physical possession of the goods.

*Amendment*

2. In cases where the goods were installed by the seller or under the seller's responsibility, the time when the installation is complete shall be considered as the time when the consumer has acquired physical possession of the goods. In a case where the goods were intended to be installed by the consumer, the time when the consumer had reasonable time for the installation, **being** not later than 30 days after the time indicated in paragraph 1, shall be considered as the time when the consumer has acquired physical possession of the goods, **save where the complexity of the installation requires a longer time.**

Or. en

**Amendment 276**  
**Dennis de Jong**

**Proposal for a directive**  
**Article 8 – paragraph 2**

*Text proposed by the Commission*

2. In cases where the goods were installed by the seller or under the seller's responsibility, the time when the installation is complete shall be considered as the time when the consumer has acquired **the** physical possession of the goods. In a case where the goods were intended to be installed by the consumer, **the time when the consumer had reasonable time for the installation but in any case not later than** 30 days after the time indicated in paragraph 1 shall be considered as the time when the consumer has acquired **the** physical possession of the goods.

*Amendment*

2. In cases where the goods were installed by the seller or under the seller's responsibility, the time when the installation is complete shall be considered as the time when the consumer has acquired physical possession of the goods. In a case where the goods were intended to be installed by the consumer, 30 days after the time indicated in paragraph 1 shall be considered as the time when the consumer has acquired physical possession of the goods.

Or. en

**Amendment 277**  
**Anneleen Van Bossuyt**

**Proposal for a directive**  
**Article 8 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

3. *Any lack of conformity with the contract which becomes apparent within two years from the time indicated in paragraphs 1 and 2 is presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.* *deleted*

Or. en

*Justification*

*Content moved to Article 8 a (new)*

**Amendment 278**  
**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive**  
**Article 8 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

3. Any lack of conformity with the contract which becomes apparent within two years from the time indicated in paragraphs 1 and 2 *is* presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.

3. Any lack of conformity with the contract which becomes apparent within ***not less than*** two years from the time indicated in paragraphs 1 and 2 ***shall be*** presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.

Or. en

**Amendment 279**  
**Dietmar Köster**

**Proposal for a directive**  
**Article 8 – paragraph 3**

*Text proposed by the Commission*

3. Any lack of conformity with the contract which becomes apparent within **two** years from the time indicated in paragraphs 1 and 2 **is** presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.

*Amendment*

3. Any lack of conformity with the contract which becomes apparent within **six** years from the time indicated in paragraphs 1 and 2 **shall be** presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.

Or. en

**Amendment 280**  
**Pascal Durand, Claude Turmes**  
on behalf of the Verts/ALE Group

**Proposal for a directive**  
**Article 8 – paragraph 3**

*Text proposed by the Commission*

3. Any lack of conformity with the contract which becomes apparent within two years from the time indicated in paragraphs 1 and 2 **is** presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.

*Amendment*

3. Any lack of conformity with the contract which becomes apparent within two years from the time indicated in paragraphs 1 and 2 **shall be presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.**  
**Where a consumer can reasonably expect the lifespan of the goods to be longer than two years, and the lack of conformity becomes apparent within that period, that lack of conformity shall be** presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.

**Amendment 281**

**Dennis de Jong**

**Proposal for a directive**

**Article 8 – paragraph 3**

*Text proposed by the Commission*

3. Any lack of conformity with the contract which becomes apparent within **two years** from the time indicated in paragraphs 1 and 2 **is** presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.

*Amendment*

3. Any lack of conformity with the contract which becomes apparent within **the expected lifespan of the goods** from the time indicated in paragraphs 1 and 2 **shall be** presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.

Or. en

**Amendment 282**

**Lara Comi, Elisabetta Gardini**

**Proposal for a directive**

**Article 8 – paragraph 3**

*Text proposed by the Commission*

3. Any lack of conformity with the contract which becomes apparent within **two years** from the time indicated in paragraphs 1 and 2 is presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.

*Amendment*

3. Any lack of conformity with the contract which becomes apparent within **six months** from the time indicated in paragraphs 1 and 2 is presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.

Or. it

**Amendment 283**

**Lambert van Nistelrooij**

**Proposal for a directive**



## Article 8 – paragraph 3

*Text proposed by the Commission*

3. Any lack of conformity with the contract which becomes apparent within **two years** from the time indicated in paragraphs 1 and 2 **is** presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.

*Amendment*

3. Any lack of conformity with the contract which becomes apparent within **six months** from the time indicated in paragraphs 1 and 2 **shall be** presumed to have existed at the time indicated in paragraphs 1 and 2 unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.

Or. en

### Amendment 284

Anneleen Van Bossuyt

#### Proposal for a directive

#### Article 8 a (new)

*Text proposed by the Commission*

*Amendment*

#### *Article 8 a*

#### *Burden of proof*

***Any lack of conformity with the contract which becomes apparent within a year from the time indicated in Article 8(1) or (2) shall be presumed to have existed at the time indicated in Article 8(1) or (2) unless this is incompatible with the nature of the goods or with the nature of the lack of conformity.***

Or. en

### Amendment 285

Pascal Durand

on behalf of the Verts/ALE Group

#### Proposal for a directive

#### Article 9 – paragraph 1

*Text proposed by the Commission*

*Amendment*

1. In the case of a lack of conformity with the contract, the consumer shall be entitled to ***have*** the goods brought into conformity by the seller, free of charge, by repair or replacement ***in accordance with Article 11.***

1. In the case of a lack of conformity with the contract, the consumer shall be entitled to ***a free choice of the following remedies in accordance with Articles 10 to 13:***

***(a) having*** the goods brought into conformity by the seller, free of charge, by repair or replacement;

***(b) being granted a price reduction;***

***(c) terminating the contract.***

***If the option chosen is unlawful or impossible, the consumer may choose another remedy.***

Or. en

#### **Amendment 286** **Othmar Karas**

#### **Proposal for a directive** **Article 9 – paragraph 1**

##### *Text proposed by the Commission*

1. In the case of a lack of conformity with the contract, the consumer shall be entitled to have the goods brought into conformity by the seller, free of charge, by repair or replacement in accordance with Article 11.

##### *Amendment*

1. In the case of a lack of conformity with the contract, the consumer shall be entitled to have the goods brought into conformity by the seller, free of charge, by repair or replacement ***at the consumer's choosing, unless the chosen remedy would be impossible, unlawful or disproportionate*** in accordance with Article 11.

Or. de

##### *Justification*

*Disproportionality should be considered between exchange and repair and between bringing goods into conformity and level 2 remedies. This is the case in the proposal for a directive on digital content and services that is currently under discussion. This would make it possible to align the two directives.*

#### **Amendment 287** **Evelyne Gebhardt, Maria Grapini, Christel Schaldemose, Liisa Jaakonsaari, Marc Tarabella**

**Proposal for a directive**  
**Article 9 – paragraph 1**

*Text proposed by the Commission*

1. In the case of a lack of conformity with the contract, the consumer shall be entitled to ***have*** the goods brought into conformity ***by the seller, free of charge, by repair or replacement*** in accordance with Article 11.

*Amendment*

1. In the case of a lack of conformity with the contract, the consumer shall be entitled to ***choose between the following remedies:***  
***(a) having*** the goods brought into conformity ***with the contract, in accordance with Article 11;***  
***(b) being granted a price reduction, in accordance with Article 12;***  
***(c) terminating the contract,*** in accordance with Article 13.

Or. en

**Amendment 288**

**Lucy Anderson, Marlene Mizzi, Catherine Stihler, Maria Grapini, Christel Schaldemose, Olga Sehnalová, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin, Isabella De Monte**

**Proposal for a directive**  
**Article 9 – paragraph 1**

*Text proposed by the Commission*

1. In the case of a lack of conformity with the contract, the consumer shall be entitled to ***have*** the goods brought into conformity by the seller, free of charge, by repair or replacement in accordance with Article 11.

*Amendment*

1. In the case of a lack of conformity with the contract, the consumer shall be entitled to ***choose any of the following remedies:***  
***(a) having*** the goods brought into conformity by the seller, free of charge, by repair or replacement in accordance with Article 11;  
***(b) being granted a proportionate price reduction in accordance with Article 12;***  
***(c) terminating the contract in accordance with Article 13.***

Or. en

**Amendment 289**  
**Dennis de Jong**

**Proposal for a directive**  
**Article 9 – paragraph 1**

*Text proposed by the Commission*

1. In the case of a lack of conformity with the contract, the consumer shall be entitled to have the goods brought into conformity by the seller, free of charge, by repair or replacement in accordance with Article 11.

*Amendment*

1. In the case of a lack of conformity with the contract, the consumer shall be entitled to have the goods brought into conformity by the seller, free of charge, by repair or replacement, ***or to choose a price reduction*** in accordance with Article 11 ***and Article 12***.

Or. en

**Amendment 290**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Olga Sehnalová, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin, Isabella De Monte**

**Proposal for a directive**  
**Article 9 – paragraph 2**

*Text proposed by the Commission*

2. A repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods.

*Amendment*

2. A repair or replacement shall be completed within a reasonable time, ***and in any case within 30 days from the moment the seller has acquired physical possession of the goods***, and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods.

Or. en

**Amendment 291**

**Pascal Durand**

on behalf of the Verts/ALE Group

**Proposal for a directive**  
**Article 9 – paragraph 2**

*Text proposed by the Commission*

2. A repair or replacement shall be

*Amendment*

2. A repair or replacement shall be

completed within a reasonable time and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods.

completed within a reasonable time, **and in any case within 30 days from the moment the seller has acquired physical possession of the goods**, and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods.

Or. en

*Justification*

*See AM to Article 9.1*

**Amendment 292**  
**Marco Zullo**

**Proposal for a directive**  
**Article 9 – paragraph 2**

*Text proposed by the Commission*

2. A repair or replacement shall be completed within **a reasonable time** and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods.

*Amendment*

2. A repair or replacement shall be completed within **one month from the return of the goods** and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods.

Or. it

**Amendment 293**  
**Anneleen Van Bossuyt**

**Proposal for a directive**  
**Article 9 – paragraph 2**

*Text proposed by the Commission*

2. A repair or replacement shall be completed within a reasonable time and **without any significant** inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods.

*Amendment*

2. A repair or replacement shall be completed within a reasonable time and **with the least possible** inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods.

**Amendment 294**  
**Andreas Schwab**

**Proposal for a directive**  
**Article 9 – paragraph 2**

*Text proposed by the Commission*

2. A repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods.

*Amendment*

2. A repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods. ***The seller shall bear the risk of coincidental destruction or coincidental deterioration in the goods for the duration of the subsequent performance.***

Or. de

*Justification*

*In the case of distance sales in particular, consumers sometimes find that non-conforming goods have suffered additional damage when they get them back after the seller has attempted to repair them. Such damage may occur coincidentally, for example during transport or for unknown reasons while with the seller. It should be made clear that the risk of further damage to the goods associated with repairs lies with the seller.*

**Amendment 295**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin**

**Proposal for a directive**  
**Article 9 – paragraph 3**

*Text proposed by the Commission*

3. ***The consumer shall be entitled to a proportionate reduction of the price in accordance with Article 12 or to terminate the contract in accordance with Article 13 where:***

***(a) a repair or replacement are impossible***

*Amendment*

***deleted***

*or unlawful;*

*(b) the seller has not completed repair or replacement within a reasonable time;*

*(c) a repair or replacement would cause significant inconvenience to the consumer; or*

*(d) the seller has declared, or it is equally clear from the circumstances, that the seller will not bring the goods in conformity with the contract within a reasonable time.*

Or. en

#### **Amendment 296**

**Pascal Durand**

on behalf of the Verts/ALE Group

#### **Proposal for a directive**

#### **Article 9 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

**3.      *The consumer shall be entitled to a proportionate reduction of the price in accordance with Article 12 or to terminate the contract in accordance with Article 13 where:***      *deleted*

*(a) a repair or replacement are impossible or unlawful;*

*(b) the seller has not completed repair or replacement within a reasonable time;*

*(c) a repair or replacement would cause significant inconvenience to the consumer; or*

*(d) the seller has declared, or it is equally clear from the circumstances, that the seller will not bring the goods in conformity with the contract within a reasonable time.*

Or. en

#### **Amendment 297**

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**EN**

Anneleen Van Bossuyt

**Proposal for a directive**

**Article 9 – paragraph 3 – introductory part**

*Text proposed by the Commission*

3. The consumer shall be entitled to a proportionate reduction of the price in accordance with Article 12 or to terminate the contract in accordance with Article 13 where:

*Amendment*

3. The consumer shall be entitled to a proportionate reduction of the price in accordance with Article 12 or to terminate the contract in accordance with Article 13 ***for a lack of conformity with the contract which is not minor*** where:

Or. en

**Amendment 298**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive**

**Article 9 – paragraph 3 – introductory part**

*Text proposed by the Commission*

3. The consumer shall be entitled to a proportionate reduction of the price in accordance with Article 12 or to terminate the contract in accordance with Article 13 where:

*Amendment*

3. The consumer shall ***also*** be entitled to a proportionate reduction of the price in accordance with Article 12 or to terminate the contract in accordance with Article 13 where ***the consumer has opted for repair or replacement, if:***

Or. en

**Amendment 299**

**Othmar Karas**

**Proposal for a directive**

**Article 9 – paragraph 3 – point a**

*Text proposed by the Commission*

(a) ***a*** repair ***or*** replacement are impossible ***or unlawful***;

*Amendment*

(a) ***both*** repair ***and*** replacement are impossible, ***unlawful or disproportionate in accordance with Article 11;***

Or. de



### *Justification*

*The hierarchy of action taken to bring goods into conformity is not clearly stated in the German version. According to this wording, level 2 remedies would already apply where only replacement was impossible, for example. The directive should also be more closely aligned with the wording of the proposal for a directive on digital content and services.*

#### **Amendment 300**

**Vicky Ford, Daniel Dalton**

#### **Proposal for a directive**

#### **Article 9 – paragraph 3 – point a a (new)**

*Text proposed by the Commission*

*Amendment*

***(a a) a repair or replacement has been attempted by the seller, but the good is still faulty and does not conform with the contract;***

Or. en

### *Justification*

*Consumers in certain MS would lose their existing right to a price reduction or rejection after one failed attempt at a repair or replacement, which could give rise to endless cycles of repair or replacement.*

#### **Amendment 301**

**Kaja Kallas, Dita Charanzová**

#### **Proposal for a directive**

#### **Article 9 – paragraph 3 – point a a (new)**

*Text proposed by the Commission*

*Amendment*

***(a a) a repair has been completed once and has failed;***

Or. en

#### **Amendment 302**

**Marco Zullo**

#### **Proposal for a directive**

#### **Article 9 – paragraph 3 – point a a (new)**

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*Text proposed by the Commission*

*Amendment*

**(aa) the defect is not minor;**

Or. it

**Amendment 303**

**Marco Zullo**

**Proposal for a directive**

**Article 9 – paragraph 3 – point b**

*Text proposed by the Commission*

*Amendment*

(b) the seller has not completed repair or replacement within **a reasonable time**;

(b) the seller has not completed repair or replacement within **one month from the return of the goods by the consumer**;

Or. it

**Amendment 304**

**Marco Zullo**

**Proposal for a directive**

**Article 9 – paragraph 3 – point b a (new)**

*Text proposed by the Commission*

*Amendment*

**(ba) repair or replacement are impossible or excessively expensive;**

Or. it

**Amendment 305**

**Marco Zullo**

**Proposal for a directive**

**Article 9 – paragraph 3 – point d**

*Text proposed by the Commission*

*Amendment*

(d) the seller has declared, or it is equally clear from the circumstances, that the seller will not bring the goods in

(d) the seller has declared, or it is equally clear from the circumstances, that the seller will not bring the goods in

conformity with the contract within *a reasonable time*.

conformity with the contract within *one month from the return of the goods by the consumer*.

Or. it

#### **Amendment 306**

**Andreas Schwab**

#### **Proposal for a directive**

#### **Article 9 – paragraph 3 – point d**

*Text proposed by the Commission*

(d) the seller has declared, or it *is equally clear* from the circumstances, that the seller will not bring the goods in conformity with the contract within a reasonable time.

*Amendment*

(d) the seller has declared, or it *follows* from the circumstances, that the seller will not bring the goods in conformity with the contract within a reasonable time.

Or. de

#### **Amendment 307**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

#### **Proposal for a directive**

#### **Article 9 – paragraph 4**

*Text proposed by the Commission*

4. The consumer shall be entitled to withhold the payment of any outstanding part of the price, until the seller has brought the goods into conformity with the contract.

*Amendment*

4. The consumer shall be entitled to withhold the payment of any outstanding part of the price, *or where the non-conformity is minor, an appropriate proportion of the outstanding amount of the price*, until the seller has brought the goods into conformity with the contract.

Or. en

#### **Amendment 308**

**Othmar Karas**

#### **Proposal for a directive**

## Article 9 – paragraph 4

### *Text proposed by the Commission*

4. The consumer shall be entitled to withhold the payment of **any** outstanding part of the price, until the seller has brought the goods into conformity with the contract.

### *Amendment*

4. The consumer shall be entitled to withhold the payment of **the** outstanding **price, or in the case of a minor lack of conformity an appropriate** part of the price, until the seller has brought the goods into conformity with the contract.

Or. de

### *Justification*

*In the interests of a balanced settlement, only an appropriate amount rather than the whole of the price should be withheld in cases of a minor lack of conformity.*

## **Amendment 309** **Emil Radev**

### **Proposal for a directive** **Article 9 – paragraph 4**

### *Text proposed by the Commission*

4. **The** consumer shall be entitled to withhold the payment of any outstanding part of the price, until the seller has brought the goods into conformity with the contract.

### *Amendment*

4. **If the goods are not in conformity with the contract and the degree of non-conformity is other than insignificant, the** consumer shall be entitled to withhold the payment of any outstanding part of the price, until the seller has brought the goods into conformity with the contract.

Or. bg

### *Justification*

*It is disproportionate for the buyer to be entitled to withhold payment of the price where the degree of non-conformity with the contract is insignificant.*

## **Amendment 310** **Maria Grapini**

### **Proposal for a directive** **Article 9 – paragraph 5 a (new)**

**5a. Consumer remedies in the event of non-conformity with the contract must be proportionate to the value of the item being sold, with the consumer able to choose between repair, replacement or reimbursement of the amount paid.**

Or. ro

**Amendment 311**

**Marco Zullo**

**Proposal for a directive**

**Article 9 – paragraph 5 a (new)**

*Text proposed by the Commission*

*Amendment*

**5a. If the seller becomes insolvent, has ceased activities or is no longer contactable, the consumer has the right, in the case of defective goods, to seek satisfaction from the operator who sold the goods to the seller.**

Or. it

**Amendment 312**

**Lucy Anderson, Marlene Mizzi, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin**

**Proposal for a directive**

**Article 9 – paragraph 5 a (new)**

*Text proposed by the Commission*

*Amendment*

**5 a. This Article does not preclude the consumer from seeking any national remedies which may also be available.**

**Those national remedies may apply:**

**(a) in addition to the remedies provided for by this Article, but not so as to allow the consumer to recover twice for the same loss; or**

*(b) instead of the remedies provided for by this Article; or*

*(c) where no such remedy is provided for by this Article.*

Or. en

**Amendment 313**  
**Vicky Ford, Daniel Dalton**

**Proposal for a directive**  
**Article 9 – paragraph 5 a (new)**

*Text proposed by the Commission*

*Amendment*

**5 a. This Article does not preclude the consumer from seeking any national remedies which may also be available. Member States may maintain in force national provisions affording other remedies, including the "short-term right to reject".**

Or. en

*Justification*

*Consumers should be able to avail of the same high level of protection as currently exists in their Member States, such as the "short-term right to reject".*

**Amendment 314**  
**Anneleen Van Bossuyt**

**Proposal for a directive**  
**Article 9 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 9 a**

**Notification about non-conformity**

**1. In order to benefit from his or her rights, the consumer must notify the seller of a lack of conformity within a period of two months from the date on which he or she detected that lack of conformity.**

*2. Where the consumer does not notify the seller within the period laid down in paragraph 1, the consumer shall forfeit part of his or her remedies in relation to the particular lack of conformity concerned.*

*3. The consumer shall have the right to exercise his or her remedies before a court or by means of an alternative dispute resolution system during a period of two years from the moment when the consumer notifies the lack of conformity to the seller.*

Or. en

#### **Amendment 315**

**Lucy Anderson, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan**

#### **Proposal for a directive Article 10 – paragraph 1**

##### *Text proposed by the Commission*

1. Where the seller remedies the lack of conformity with the contract by replacement, the seller shall take back the replaced goods at the seller's expense *unless the parties have agreed otherwise* after the lack of conformity with the contract has been brought to the seller's attention by the consumer.

##### *Amendment*

1. Where the seller remedies the lack of conformity with the contract by replacement, the seller shall take back the replaced goods at the seller's expense after the lack of conformity with the contract has been brought to the seller's attention by the consumer.

Or. en

#### **Amendment 316**

**Pascal Durand, Claude Turmes**  
on behalf of the Verts/ALE Group

#### **Proposal for a directive Article 10 – paragraph 1**

##### *Text proposed by the Commission*

1. Where the seller remedies the lack of conformity with the contract by  
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##### *Amendment*

1. Where the seller remedies the lack of conformity with the contract by  
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replacement, the seller shall take back the replaced goods at the seller's expense ***unless the parties have agreed otherwise*** after the lack of conformity with the contract has been brought to the seller's attention by the consumer.

replacement, the seller shall take back the replaced goods at the seller's expense after the lack of conformity with the contract has been brought to the seller's attention by the consumer.

Or. en

**Amendment 317**  
**Vicky Ford, Daniel Dalton**

**Proposal for a directive**  
**Article 10 – paragraph 1**

*Text proposed by the Commission*

1. Where the seller remedies the lack of conformity with the contract by replacement, the seller shall take back the replaced goods at the seller's expense unless the parties have agreed otherwise after the lack of conformity with the contract has been brought to the seller's attention by the consumer.

*Amendment*

1. Where the seller remedies the lack of conformity with the contract by replacement, the seller shall take back the replaced goods at the seller's expense unless the parties have ***explicitly*** agreed otherwise after the lack of conformity with the contract has been brought to the seller's attention by the consumer. ***Such explicit consent shall not be a default option which the consumer is required to agree to in order to make the purchase.***

Or. en

*Justification*

*A consumer's consent cannot be inferred simply because they had not objected to default options, which could include having to un-tick a pre-ticked box or because they have not objected to a set of terms and conditions.*

**Amendment 318**  
**Pascal Arimont**

**Proposal for a directive**  
**Article 10 – paragraph 1**

*Text proposed by the Commission*

1. Where the seller remedies the lack of conformity with the contract by

*Amendment*

1. Where the seller remedies the lack of conformity with the contract by



replacement, the seller shall take back the replaced goods at the seller's expense unless the parties have agreed otherwise after the lack of conformity with the contract has been brought to the seller's attention by the consumer.

replacement, the seller shall take back the replaced goods at the seller's expense ***at the place where the goods were delivered*** unless the parties have agreed otherwise after the lack of conformity with the contract has been brought to the seller's attention by the consumer.

Or. en

**Amendment 319**  
**Anneleen Van Bossuyt**

**Proposal for a directive**  
**Article 10 – paragraph 2**

*Text proposed by the Commission*

2. Where the consumer had installed the goods ***in a manner consistent with their nature and purpose, before the lack of conformity with the contract became apparent, the obligation to take back the replaced goods shall include the removal of the non-conforming goods and the installation of replacement goods, or bearing the costs thereof.***

*Amendment*

2. Where the consumer had installed the goods, ***the seller shall not be obliged to remove the goods and/or install the replacement goods, nor to bear the costs thereof, unless the consumer can prove that the installation was conducted in accordance with the installation instructions and in a manner consistent with the nature and purpose of the goods and the lack of conformity with the contract became apparent only after the installation.***

Or. en

**Amendment 320**  
**Andreas Schwab**

**Proposal for a directive**  
**Article 10 – paragraph 3**

*Text proposed by the Commission*

3. ***The consumer shall not be liable to pay for any use made of the replaced goods in the period prior to the replacement.***

*Amendment*

***deleted***

Or. de

### *Justification*

*The purchaser may test the nature, characteristics and operation of the product. Any use beyond such testing represents economic added value for the purchaser. At the same time, goods lose value through use. Such an arrangement is economically unfeasible and favours the purchaser to an extent that goes beyond the necessary consumer protection.*

#### **Amendment 321**

**Eva Maydell, Andreas Schwab**

#### **Proposal for a directive**

#### **Article 10 – paragraph 3**

##### *Text proposed by the Commission*

3. The consumer shall not be liable to pay for any use made of the replaced goods in the period prior to the replacement.

##### *Amendment*

3. The consumer shall not be liable to pay for any use made of the replaced goods in the period prior to the replacement ***unless, owing to the nature of the goods, the use thereof can lead to a significant loss of value. Points (b) and (c) of Article 13(3) shall apply mutatis mutandis.***

Or. en

#### **Amendment 322**

**Pascal Durand**

on behalf of the Verts/ALE Group

#### **Proposal for a directive**

#### **Article 11**

##### *Text proposed by the Commission*

##### ***Article 11***

##### ***Consumer's choice between repair and replacement***

***The consumer may choose between repair and replacement unless the option chosen would be impossible, unlawful or, compared to the other option, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:***

***(a) the value the goods would have if there were no lack of conformity with the***

##### *Amendment*

***deleted***

*contract;*

*(b) the significance of the lack of conformity with the contract;*

*(c) whether the alternative remedy could be completed without significant inconvenience to the consumer.*

Or. en

*Justification*

*See AM on Article 9.*

**Amendment 323**  
**Dennis de Jong**

**Proposal for a directive**  
**Article 11 – title**

*Text proposed by the Commission*

*Amendment*

Consumer's choice between repair *and replacement*

Consumer's choice between repair, *replacement and price reduction*

Or. en

**Amendment 324**  
**Othmar Karas**

**Proposal for a directive**  
**Article 11 – title**

*Text proposed by the Commission*

*Amendment*

*Consumer's choice between repair and replacement*

*Disproportionality of a remedy*

Or. de

*Justification*

*Alignment with the concepts and wording of the proposal for a directive on digital content and services.*

Othmar Karas

Proposal for a directive

Article 11 – paragraph 1 – introductory part

*Text proposed by the Commission*

*The consumer may choose between repair and replacement unless the option chosen would be impossible, unlawful or, compared to the other option, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:*

*Amendment*

*A remedy shall be deemed to be disproportionate if it imposes costs on the seller which, in comparison with the alternative remedy, are unreasonable. The following shall be taken into account when deciding whether the costs are unreasonable:*

*(a) the value the goods would have if there were no lack of conformity with the contract;*

*(b) the significance of the lack of conformity with the contract;*

*(c) whether the alternative remedy could be completed without significant inconvenience to the consumer.*

Or. de

*Justification*

*Disproportionality should be considered between exchange and repair and between bringing goods into conformity and level 2 remedies. This is the case in Article 12(1) of the proposal for a directive on digital content and services.*

Amendment 326

Dennis de Jong

Proposal for a directive

Article 11 – paragraph 1 – introductory part

*Text proposed by the Commission*

The consumer may choose between repair **and replacement** unless the option chosen would be impossible, unlawful or, compared to the other **option**, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:

*Amendment*

The consumer may choose between repair, **replacement or price reduction** unless the option chosen would be impossible **or** unlawful or, compared to the other **options**, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:

Or. en

**Amendment 327**

**Evelyne Gebhardt, Maria Grapini, Christel Schaldemose, Liisa Jaakonsaari, Marc Tarabella**

**Proposal for a directive**

**Article 11 – paragraph 1 – introductory part**

*Text proposed by the Commission*

The consumer may choose between repair and replacement unless the option chosen would be impossible, unlawful or, compared to the other option, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:

*Amendment*

The consumer may choose between repair and replacement ***in order to have the goods brought into conformity*** unless the option chosen would be impossible ***or*** unlawful or, compared to the other option, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:

Or. en

**Amendment 328**

**Anneleen Van Bossuyt**

**Proposal for a directive**

**Article 11 – paragraph 1 – introductory part**

*Text proposed by the Commission*

The consumer may choose between repair ***and*** replacement unless the ***option*** chosen would be impossible, unlawful or, compared to the ***other option***, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:

*Amendment*

The consumer may choose between repair ***or*** replacement unless the ***remedy*** chosen would be impossible ***or*** unlawful or, compared to the ***alternative remedy***, would impose costs on the seller that would be disproportionate, taking into account all circumstances, including:

Or. en

**Amendment 329**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Biljana Borzan, Marc Tarabella**

**Proposal for a directive**

**Article 12 – paragraph -1 (new)**

**-1** *In the case of a lack of conformity of the goods with the contract, the consumer shall be entitled to an appropriate reduction of the price in the manner set out in paragraph 1.*

Or. en

**Amendment 330**

**Lara Comi, Elisabetta Gardini**

**Proposal for a directive**

**Article 12 – paragraph 1**

*Text proposed by the Commission*

The reduction of price shall be proportionate to the decrease in the value of the goods which were received by the consumer compared to the value the goods would have if in conformity with the contract

*Amendment*

The reduction of price shall be proportionate to the decrease in the value of the goods which were received by the consumer compared to the value the goods would have if in conformity with the contract. *In determining the amount of the reduction or the amount to be repaid, account shall be taken of use of the goods by the consumer.*

Or. it

**Amendment 331**

**Lucy Anderson, Marlene Mizzi, Catherine Stihler, Maria Grapini, Christel Schaldemose, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan**

**Proposal for a directive**

**Article 12 – paragraph 1**

*Text proposed by the Commission*

The reduction of price shall be proportionate *to* the decrease in the value of the goods which were received by the consumer compared to the value the goods would have if in conformity with the contract

*Amendment*

The reduction of price shall be *appropriate and reasonable, and, where possible,* proportionate *taking into account* the decrease in the value of the goods which were received by the consumer compared to the value the goods would have if in conformity with the contract.

**Amendment 332**

**Evelyne Gebhardt, Maria Grapini, Christel Schaldemose, Liisa Jaakonsaari, Biljana Borzan, Marc Tarabella**

**Proposal for a directive**

**Article 12 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

*The seller shall reimburse the consumer without undue delay, and in any event within 14 days from the day on which the seller was informed of the consumer's decision to invoke his right to a price reduction.*

Or. en

**Amendment 333**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Biljana Borzan, Marc Tarabella**

**Proposal for a directive**

**Article 12 – paragraph 1 b (new)**

*Text proposed by the Commission*

*Amendment*

*The seller shall carry out the reimbursement using the same means of payment as the consumer used for the initial transaction, unless the consumer expressly agrees otherwise. The seller shall not impose any fees on the consumer in respect of the reimbursement.*

Or. en

**Amendment 334**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive**

**Article 13 – title**

*Text proposed by the Commission*

*Amendment*

***The consumer's right to terminate the contract***

***Termination of the contract for lack of conformity***

Or. en

**Amendment 335**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive**

**Article 13 – paragraph -1 (new)**

*Text proposed by the Commission*

*Amendment*

***-1. In the case of a lack of conformity of the goods with the contract, the consumer shall be entitled to terminate the contract if the lack of conformity with the contract is not minor and if it has or may have a substantial effect on the consumer's use of the goods.***

Or. en

**Amendment 336**

**Kaja Kallas, Dita Charanzová**

**Proposal for a directive**

**Article 13 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

1. The consumer shall exercise the right to terminate the contract by notice to the seller given by ***any means***.

1. The consumer shall exercise the right to terminate the contract by notice to the seller given by ***means agreed at the time of conclusion of the contract***.

Or. en

**Amendment 337**

**Marco Zullo**



**Proposal for a directive**  
**Article 13 – paragraph 1**

*Text proposed by the Commission*

1. The consumer shall exercise the right to terminate the contract by **notice** to the seller **given by any means**.

*Amendment*

1. The consumer shall exercise the right to terminate the contract by **a written statement** to the seller **specifying the decision to terminate the contract**.

Or. it

**Amendment 338**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive**  
**Article 13 – paragraph 1**

*Text proposed by the Commission*

1. The consumer shall exercise the right to **terminate** the contract by **notice to the seller given by any means**.

*Amendment*

1. The consumer shall exercise the right to **end** the contract by **an unequivocal statement setting out his or her decision to terminate the contract**.

Or. en

**Amendment 339**

**Olga Sehnalová**

**Proposal for a directive**  
**Article 13 – paragraph 1**

*Text proposed by the Commission*

1. The consumer shall exercise the right to terminate the contract by notice to the seller given by any means.

*Amendment*

1. The consumer shall **in the event of lack of conformity with the contract** exercise the right to terminate the contract by notice to the seller given by any means.

Or. cs

*Justification*

*The proposal on the termination of contracts does not take into account the necessary time limits for a decision by the seller as to whether the complaint is justified.*

## Amendment 340

Inese Vaidere

### Proposal for a directive

#### Article 13 – paragraph 2

##### *Text proposed by the Commission*

2. Where the lack of conformity with the contract relates to only some of the goods delivered under the contract and there is a ground for termination of a contract pursuant to Article 9, the consumer may terminate the contract only in relation to those goods and any other goods, which the consumer acquired as an accessory to the non-conforming goods.

##### *Amendment*

2. Where the lack of conformity with the contract relates to only some of the goods delivered under the contract and there is a ground for termination of a contract pursuant to Article 9, the consumer may terminate the contract only in relation to those goods and any other goods which the consumer acquired as an accessory to the non-conforming goods, ***and where, without the non-conforming goods, the other goods bought from the seller are no longer fit for their intended purpose.***

Or. en

## Amendment 341

Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan

### Proposal for a directive

#### Article 13 – paragraph 2

##### *Text proposed by the Commission*

2. Where the lack of conformity with the contract relates to only some of the goods delivered under the contract ***and there is a ground for termination of a contract pursuant to Article 9***, the consumer may terminate the contract only in relation to those goods and any other goods, which the consumer acquired as an accessory to the non-conforming goods.

##### *Amendment*

2. Where the lack of conformity with the contract relates to only some of the goods delivered under the contract, the consumer may terminate the contract only in relation to those goods and any other goods which the consumer acquired as an accessory to ***or in conjunction with*** the non-conforming goods.

Or. en

## Amendment 342

Olga Sehnalová

### Proposal for a directive Article 13 – paragraph 2

#### *Text proposed by the Commission*

2. Where the lack of conformity with the contract relates to only some of the goods delivered under the contract and there is a ground for termination of a contract pursuant to Article 9, the consumer may terminate the contract only in relation to those goods and any other goods, which the consumer acquired as an accessory to the non-conforming goods.

#### *Amendment*

2. Where the lack of conformity with the contract relates to only some of the goods delivered under the contract and there is a ground for termination of a contract pursuant to Article 9, the consumer may terminate the contract only in relation to those goods and any other goods, which the consumer acquired as an accessory to the non-conforming goods. ***In the case of sets or suites of goods supplied for a single price, the contract shall always be terminated for the whole set or suite of goods.***

Or. cs

#### *Justification*

*It is appropriate to make the text more precise in relation to sets supplied for a single price (sets of crockery, suites of furniture, etc.), for which no accessory is involved; the contract may be physically terminated for individual parts of the set, but the dispute will be about the unit price of the given items and the decrease in the usability of the rest of the set.*

## Amendment 343

Pascal Durand

on behalf of the Verts/ALE Group

### Proposal for a directive Article 13 – paragraph 2

#### *Text proposed by the Commission*

2. Where the lack of conformity with the contract relates to only some of the goods delivered under the contract and there is a ground for termination of a contract pursuant to Article 9, the consumer may terminate the contract only in relation to those goods and any other goods, which the consumer ***acquired as an accessory to the non-conforming*** goods.

#### *Amendment*

2. Where the lack of conformity with the contract relates to only some of the goods delivered under the contract and there is a ground for termination of a contract pursuant to Article 9, the consumer may terminate the contract only in relation to those goods and any other goods which the consumer ***would not have acquired without those*** goods.

**Amendment 344**

**Lara Comi, Elisabetta Gardini**

**Proposal for a directive**

**Article 13 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

**2a. A minor defect shall not constitute grounds for termination of the contract.**

Or. it

**Amendment 345**

**Kaja Kallas, Dita Charanzová**

**Proposal for a directive**

**Article 13 – paragraph 3 – point a**

*Text proposed by the Commission*

*Amendment*

**(a) the seller shall reimburse to the consumer the price paid without undue delay and in any event not later than 14 days from receipt of the notice and shall bear the cost of the reimbursement;** **deleted**

Or. en

*Justification*

*This paragraph is moved after b) to make the text clearer.*

**Amendment 346**

**Andreas Schwab, Pascal Arimont**

**Proposal for a directive**

**Article 13 – paragraph 3 – point a**

*Text proposed by the Commission*

*Amendment*

**(a) the seller shall reimburse to the consumer the price paid without undue delay and in any event not later than 14** **(a) the seller shall reimburse to the consumer the price paid without undue delay and in any event not later than 14**

days from receipt of the notice and shall bear the cost of the reimbursement;

***days from receipt of the goods and shall bear the cost of the reimbursement.***  
***Where Article 13(3)(c) applies,*** the seller shall reimburse to the consumer the price paid without undue delay and in any event not later than 14 days from receipt of the notice and shall bear the cost of the reimbursement;

Or. de

*Justification*

*If the dealer has only 14 days from receipt of the notice to reimburse the price, it will no longer be possible to reduce the price to be repaid on the grounds of loss of value (Article 13(3)(c)).*

**Amendment 347**  
**Anneleen Van Bossuyt**

**Proposal for a directive**  
**Article 13 – paragraph 3 – point a**

*Text proposed by the Commission*

(a) the seller shall reimburse to the consumer the price paid without undue delay and in any event not later than 14 days ***from receipt of the notice*** and shall bear the cost of the reimbursement;

*Amendment*

(a) the seller shall reimburse to the consumer the price paid without undue delay ***after receipt of the notice referred to in paragraph 1*** and in any event not later than 14 days ***after having received the returned goods,*** and shall bear the cost of the reimbursement;

Or. en

**Amendment 348**  
**Emil Radev**

**Proposal for a directive**  
**Article 13 – paragraph 3 – point a**

*Text proposed by the Commission*

(a) the seller shall reimburse to the consumer the price paid without undue delay and in any event not later than 14 days from receipt of the notice and shall

*Amendment*

(a) the seller shall reimburse to the consumer the price paid without undue delay and in any event not later than 14 days from receipt of the notice ***of***

bear the cost of the reimbursement;

*termination* and shall bear the cost of the reimbursement; ***the seller shall reimburse the sums received using the same means of payment originally used by the consumer unless the consumer has explicitly indicated his or her consent to the use of a different means of payment and provided that such means does not entail any cost to the consumer. The consumer shall provide the information, e.g. bank account details, necessary for the reimbursement of the price paid and shall not do anything to obstruct the making of the requisite payment.***

Or. bg

#### Amendment 349

Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella

#### Proposal for a directive

#### Article 13 – paragraph 3 – point a

*Text proposed by the Commission*

(a) the seller shall reimburse to the consumer ***the price paid*** without undue delay and in any event not later than 14 days from receipt of the ***notice and*** shall ***bear the cost*** of the reimbursement;

*Amendment*

(a) the seller shall reimburse to the consumer ***all sums received under the contract*** without undue delay and in any event not later than 14 days from receipt of the ***unequivocal statement on termination of the contract referred to in paragraph 1.*** ***The seller shall carry out the reimbursement using the same means of payment as the consumer used for the initial transaction, unless the consumer expressly agrees otherwise. The seller shall not impose any fee on the consumer in respect*** of the reimbursement.

Or. en

#### Amendment 350

Vicky Ford, Daniel Dalton

#### Proposal for a directive

#### Article 13 – paragraph 3 – point a

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*Text proposed by the Commission*

(a) the seller shall reimburse to the consumer the price paid without undue delay and in any event not later than 14 days from receipt of the notice and shall bear the cost of the reimbursement;

*Amendment*

(a) the seller shall reimburse to the consumer, ***using the same payment method as that used by the consumer unless the consumer agrees otherwise***, the price paid without undue delay and in any event not later than 14 days from receipt of the notice, and shall bear the cost of the reimbursement;

Or. en

**Amendment 351**  
**Dennis de Jong**

**Proposal for a directive**  
**Article 13 – paragraph 3 – point b**

*Text proposed by the Commission*

(b) the consumer shall return, at the seller's expense, to the seller the goods without undue delay and in any event not later than **14** days from sending the notice of termination;

*Amendment*

(b) the consumer shall return, at the seller's expense, to the seller the goods without undue delay and in any event not later than **28** days from sending the notice of termination;

Or. en

*Justification*

*The consumer should have the possibility to return the goods once he has been reimbursed. Firstly, because the consumer is the weaker party he has less remedies to enforce the reimbursement once the goods has been return. Second, the fact that a consumer has decided to return a good is a result of the seller's inability to provide a proper remedy.*

**Amendment 352**  
**Evelyne Gebhardt, Maria Grapini, Christel Schaldemose, Liisa Jaakonsaari, Marc Tarabella**

**Proposal for a directive**  
**Article 13 – paragraph 3 – point b**

*Text proposed by the Commission*

(b) the consumer shall return, at the seller's expense, to the seller the goods  
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*Amendment*

(b) the consumer shall return, at the seller's expense, to the seller the goods

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without undue delay *and in any event not later than 14 days from sending the notice of termination*;

without undue delay *after sending the unequivocal statement on termination of the contract referred to in paragraph 1*;

Or. en

#### **Amendment 353**

**Emil Radev**

#### **Proposal for a directive**

#### **Article 13 – paragraph 3 – point 6**

##### *Text proposed by the Commission*

(b) the consumer shall return, at the seller's expense, to the seller the goods without undue delay and in any event not later than 14 days from sending the notice of termination;

##### *Amendment*

(b) the consumer shall return, at the seller's expense, to the seller the goods without undue delay and in any event not later than 14 days from sending the notice of termination. ***The seller shall be entitled to withhold payment of all or part of the amount to be reimbursed pending either receipt of the goods or presentation of proof that they have been dispatched, whichever occurs sooner.***

Or. bg

#### **Amendment 354**

**Kaja Kallas, Dita Charanzová**

#### **Proposal for a directive**

#### **Article 13 – paragraph 3 – point b a (new)**

##### *Text proposed by the Commission*

##### *Amendment*

***(b a) the seller shall reimburse to the consumer the price paid without undue delay after receipt of the notice and in any event not later than 14 days after having received the returned goods, and shall bear the cost of the reimbursement;***

Or. en



*Justification*

*It would not be reasonable to require a reimbursement from the seller before it has received the returned goods.*

**Amendment 355**

**Olga Sehnalová**

**Proposal for a directive**

**Article 13 – paragraph 3 – point c**

*Text proposed by the Commission*

*Amendment*

**(c) where the goods cannot be returned because of destruction or loss, the consumer shall pay to the seller the monetary value which the non-conforming goods would have had at the date when the return was to be made, if they had been kept by the consumer without destruction or loss until that date, unless the destruction or loss has been caused by a lack of conformity of the goods with the contract; and** **deleted**

Or. cs

*Justification*

*It is to be expected that the actual extent of damage will nearly always be a subject of dispute, with all the consequences that entails. In addition, it is not clear how the justification for a complaint can be assessed if the goods in dispute are not available for examination.*

**Amendment 356**

**Olga Sehnalová**

**Proposal for a directive**

**Article 13 – paragraph 3 – point d**

*Text proposed by the Commission*

*Amendment*

**(d) the consumer shall pay for a decrease in the value of the goods only to the extent that the decrease in value exceeds depreciation through regular use. The payment for decrease in value shall not exceed the price paid for the goods.** **deleted**

*Justification*

*It is to be expected that the actual extent of damage will nearly always be a subject of dispute, with all the consequences that entails. In addition, it is not clear how the justification for a complaint can be assessed if the goods in dispute are not available for examination.*

**Amendment 357****Othmar Karas****Proposal for a directive****Article 13 – paragraph 3 – point d***Text proposed by the Commission*

(d) ***the consumer shall*** pay for ***a*** decrease in the value of the goods only to the extent that the decrease in value exceeds depreciation through regular use. The payment ***for*** decrease in value shall not exceed the price paid for the goods.

*Amendment*

(d) pay for ***any*** decrease in the value of the goods only to the extent that the decrease in value exceeds depreciation through regular use. ***Coming into physical possession of the goods is not in itself to be considered a depreciation.*** The payment ***to be made for any such*** decrease in value shall not exceed the price paid for the goods.

Or. de

*Justification*

*Corresponds to rapporteur's amendment 56, with the addition that the seller may not consider coming into physical possession of the goods as a depreciation.*

**Amendment 358**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Olga Sehnalová, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin**

**Proposal for a directive****Article 13 a (new)***Text proposed by the Commission**Amendment****Article 13 a******Short-term right to reject***

***Without prejudice to any other rights under this Directive or otherwise, the***

*consumer shall have a right to reject goods for non-conformity with the contract by returning them within 30 days of receipt.*

Or. en

**Amendment 359**  
**Marco Zullo**

**Proposal for a directive**  
**Article 13 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 13a**

**Right to damages**

*1. The supplier shall be liable to the consumer for any financial loss arising from lack of conformity with the contract or a failure to supply the goods. Damages shall, as far as possible, place the consumer in the position in which he would have been had the goods been in conformity with the contract.*

*The Member States shall lay down detailed rules for the exercise of the right to damages.*

Or. it

*Justification*

*Alignment with proposal for a directive on digital content*

**Amendment 360**  
**Pascal Durand, Claude Turmes**  
on behalf of the Verts/ALE Group

**Proposal for a directive**  
**Article 14 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

The consumer shall be entitled to a remedy for the lack of conformity with the contract

The consumer shall be entitled to a remedy for the lack of conformity with the contract

of the goods where the lack of conformity becomes apparent within two years *as* from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than *two years from the relevant time for establishing conformity with the contract*.

of the goods where the lack of conformity becomes apparent within two years from the relevant time for establishing conformity.

*Where the consumer can reasonably expect that the lifespan of a product is longer than two years, and the lack of conformity becomes apparent within that lifespan, the consumer shall also be entitled to a remedy for that lack of conformity.*

*In order to determine the lifespan of a product which is reasonable for the consumer to expect, all circumstances shall be taken into account, including in particular:*

*(a) durability requirements laid down by product-specific legislation, or  
(b) durability information indicated in any pre-contractual or public statement made by the seller, or, where relevant, by other persons in earlier links of the chain of transactions, including the producer.*

If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than *the time limit specified in the first subparagraph of this paragraph*.

Or. en

**Amendment 361**  
**Vicky Ford, Daniel Dalton**

**Proposal for a directive**  
**Article 14 – paragraph 1**

*Text proposed by the Commission*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years *as* from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than two years from the relevant time for establishing conformity with the

PE597.627v01-00

*Amendment*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than two years from the relevant time for establishing conformity with the

contract.

contract *unless the consumer could reasonably expect the good in question to last for a longer period of time, in which case the limitation period may be increased to a maximum of six years. In order to establish conformity, any fault inherent in a good at the time of purchase shall be assessed by the length of time that a consumer could reasonably expect the good in question to last.*

Or. en

#### *Justification*

*A minimum guarantee period of two years should exist for all goods. It is important to take into consideration the differences in the expected lifespan of goods in order to incentivise businesses to produce more durable goods. Member States which currently offer a limitation period of up to six years should be allowed to continue to do so.*

#### **Amendment 362**

**Dennis de Jong**

#### **Proposal for a directive**

#### **Article 14 – paragraph 1**

##### *Text proposed by the Commission*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within **two years** as from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than **two years** from the relevant time for establishing conformity with the contract.

##### *Amendment*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within **the expected lifespan of the product** as from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than **the expected lifespan of the product** from the relevant time for establishing conformity with the contract.

Or. en

#### **Amendment 363**

**Lucy Anderson, Marlene Mizzi, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan**

**Proposal for a directive**  
**Article 14 – paragraph 1**

*Text proposed by the Commission*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years **as** from the relevant time for establishing conformity. If, under national legislation, **the rights laid down in Article 9** are subject to a **limitation** period, that period shall not be shorter than two years from the relevant time for establishing conformity with the contract.

*Amendment*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years from the relevant time for establishing conformity **or from the date on which the applicable prescription period starts to run, whichever is the later. After two years from that date, the consumer may still be entitled to a remedy for lack of conformity to the extent that he or she can establish that any fault which develops was inherent in the goods at the time of purchase.** If, under national legislation, **remedies for the lack of conformity with the contract under this Directive** are subject to a **prescription** period, that period shall not be shorter than two years from the relevant time for establishing conformity with the contract.

Or. en

**Amendment 364**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive**  
**Article 14 – paragraph 1**

*Text proposed by the Commission*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years **as** from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than two years from the relevant time for establishing conformity with the contract.

*Amendment*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within **a period of not less than** two years from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than two years from the relevant time for establishing conformity with the contract.

**Amendment 365****Marco Zullo****Proposal for a directive****Article 14 – paragraph 1***Text proposed by the Commission*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years as from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than two years from the relevant time for establishing conformity with the contract.

*Amendment*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years as from the relevant time for establishing conformity ***unless a longer period is stipulated under national law.*** If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than two years from the relevant time for establishing conformity with the contract

Or. it

**Amendment 366****Dietmar Köster****Proposal for a directive****Article 14 – paragraph 1***Text proposed by the Commission*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within ***two*** years ***as*** from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than ***two*** years from the relevant time for establishing conformity with the contract.

*Amendment*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within ***six*** years from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than ***six*** years from the relevant time for establishing conformity with the contract.

Or. en

## **Amendment 367**

**Ildikó Gáll-Pelcz, Carlos Coelho, József Szájer**

### **Proposal for a directive**

#### **Article 14 – paragraph 1**

##### *Text proposed by the Commission*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years *as* from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than two years from the relevant time for establishing conformity with the contract.

##### *Amendment*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than two years from the relevant time for establishing conformity with the contract.

***Notwithstanding the first subparagraph, if the lack of conformity with the contract becomes apparent after two years from the relevant time for establishing conformity, the consumer shall be entitled to exercise the right to a remedy within one year from the time when the consumer becomes aware of the lack of conformity.***

Or. en

##### *Justification*

*In case of certain type of goods that are intended for longer use and the consumer expects those to be durable (such as consumer electronics, household appliances, cars, construction materials etc.), the lack of conformity might become apparent only after two years from delivery. For these reasons it is justified to entitle the consumer to a remedy if two years have elapsed from delivery, albeit within one year from discovering the non-conformity. The burden of proof that the non-conformity existed at the time of delivery shall be on the consumer.*

## **Amendment 368**

**Andreas Schwab**

### **Proposal for a directive**

#### **Article 14 – paragraph 1**



*Text proposed by the Commission*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years as from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than two years from the relevant time for establishing conformity with the contract.

*Amendment*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years as from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than two years from the relevant time for establishing conformity with the contract. ***Member States may provide for longer periods in the event that the seller fraudulently conceals the lack of conformity with the contract.***

Or. de

*Justification*

*Wenn der Verkäufer einen Mangel arglistig verschweigt, kann eine Frist von zwei Jahren, die ab dem für die Feststellung der Vertragsmäßigkeit maßgebenden Zeitpunkt beginnt, unangemessen sein. Daher sollte es den Mitgliedstaaten in diesen Fällen weiterhin möglich sein, z.B. längere Verjährungsfristen vorzusehen um etwa den Zeitpunkt zu berücksichtigen, in dem der Käufer von der Vertragswidrigkeit Kenntnis erlangt. Die Ergänzung dient der Klarstellung, dass eine entsprechende deliktsrechtliche Regelung nicht durch die vollharmonisierende Wirkung der schuldrechtlichen Vorschrift des Art. 14 Satz 1 versperrt ist.*

**Amendment 369**  
**Eva Maydell**

**Proposal for a directive**  
**Article 14 – paragraph 1**

*Text proposed by the Commission*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years **as** from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than two years from the relevant time for establishing conformity with the contract.

*Amendment*

The consumer shall be entitled to a remedy for the lack of conformity with the contract of the goods where the lack of conformity becomes apparent within two years from the relevant time for establishing conformity. If, under national legislation, the rights laid down in Article 9 are subject to a limitation period, that period shall not be shorter than two years from the relevant time for establishing conformity with the contract, ***as set out in Article 8.***

**Amendment 370**

**Marco Zullo**

**Proposal for a directive**

**Article 14 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***Consumers purchasing used products shall be entitled to remedy for the lack of conformity with the contract where the defect becomes apparent within one year from the relevant time for establishing conformity.***

Or. it

**Amendment 371**

**Anneleen Van Bossuyt**

**Proposal for a directive**

**Article 14 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***In the case of second-hand goods, the seller may impose a shorter period than that provided for in the first paragraph. That shorter period may not be less than one year.***

Or. en

**Amendment 372**

**Lara Comi, Elisabetta Gardini**

**Proposal for a directive**

**Article 14 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***The consumer shall forfeit his rights under this Directive if he fails to inform the seller of the lack of conformity within***

*a period of two months from the date on which the defect was detected or could have been detected exercising normal care and attention.*

Or. it

**Amendment 373**  
**Olga Sehnalová**

**Proposal for a directive**  
**Article 14 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

*The time limits referred to in Article 14 shall restart from the beginning in the event of replacement of goods or components.*

Or. cs

*Justification*

*If the guarantee period were not to restart from zero, the replacement of goods might be very disadvantageous for the consumer.*

**Amendment 374**  
**Marco Zullo**

**Proposal for a directive**  
**Article 14 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

*During the period of repair or replacement of the product, the legal guarantee shall be suspended until the consumer receives the product replaced or repaired.*

Or. it

**Amendment 375**  
**Marco Zullo**

**Proposal for a directive**  
**Article 14 – paragraph 1 b (new)**

*Text proposed by the Commission*

*Amendment*

***If, as part of the repair of a product, a component is replaced with a new one, the new component shall have a warranty period of two years from delivery of the repaired product.***

Or. it

**Amendment 376**  
**Andreas Schwab**

**Proposal for a directive**  
**Article 14 a (new)**

*Text proposed by the Commission*

*Amendment*

***Article 14 a***

***Restarting the prescribed periods in the case of remedial measures***

***Where the lack of conformity of the goods becomes apparent once again within two years of a repair being made, or lack of conformity of the goods delivered as a replacement becomes apparent within two years of the replacement, Article 14 shall apply accordingly. This shall be without prejudice to further claims by the consumer.***

Or. de

*Justification*

*Where a lack of conformity led to repairs being made, sellers must be responsible for a fresh period of two years in the event of the lack of conformity recurring. The same applies to a lack of conformity that becomes apparent following replacement, since buyers should not be placed in a worse position than was the case when the original purchase was made.*

**Amendment 377**  
**Marco Zullo**

**Proposal for a directive**  
**Article 15 – paragraph 1 – point b**

*Text proposed by the Commission*

(b) advertising available at the time of or before the conclusion of the contract;  
**and**

*Amendment*

(b) advertising available at the time of or before the conclusion of the contract,  
***including affirmations contained on the website or social media pages linked to the seller;***

Or. it

**Amendment 378**  
**Anneleen Van Bossuyt**

**Proposal for a directive**  
**Article 15 – paragraph 2 – introductory part**

*Text proposed by the Commission*

2. The guarantee statement shall be made available ***on a*** durable medium and drafted in plain, intelligible language. It shall include the following:

*Amendment*

2. The guarantee statement shall be made available ***to the consumer on paper or, if the consumer agrees, on another*** durable medium and ***shall be*** drafted in plain, intelligible language. ***A paper copy of the guarantee statement shall be provided to the consumer upon request and free of charge.*** It shall include the following:

Or. en

**Amendment 379**  
**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive**  
**Article 15 – paragraph 2 – introductory part**

*Text proposed by the Commission*

2. The guarantee statement shall be made available ***on a*** durable medium and drafted in plain, intelligible language. It shall include the following:

*Amendment*

2. The guarantee statement shall be made available ***in writing or on another*** durable medium and ***shall be*** drafted in plain, intelligible language. It shall include

the following:

Or. en

*Justification*

*In alignment with Art. 6 Par.3 of Directive 1999/44/EC.*

**Amendment 380**

**Andreas Schwab, Pascal Arimont, Eva Maydell**

**Proposal for a directive**

**Article 15 – paragraph 2 – point a**

*Text proposed by the Commission*

(a) a clear statement of the legal rights of the consumer as provided for in this Directive and a clear statement that those rights are not affected by the commercial guarantee; and

*Amendment*

(a) a clear statement of the legal rights of the consumer as provided for in this Directive and a clear statement that those rights ***are to be fulfilled without further conditions and*** are not affected by the commercial guarantee; and

Or. de

*Justification*

*It must be made clear that the transparency prescribed in this article also covers information for the consumer to the effect that the commercial guarantee applies in any event, without the consumer having to meet additional conditions.*

**Amendment 381**

**Marco Zullo**

**Proposal for a directive**

**Article 15 – paragraph 2 – point a (new)**

*Text proposed by the Commission*

*Amendment*

***(aa) a clear statement that that the product must comply with declarations of conformity contained in pre-contractual information and advertisements;***

Or. it

**Amendment 382**  
**Lara Comi, Elisabetta Gardini**

**Proposal for a directive**  
**Article 15 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

**4. The Member States may lay down additional rules on commercial guarantees insofar as those rules do not reduce the protection set out in this Article.** *deleted*

Or. it

**Amendment 383**  
**Othmar Karas**

**Proposal for a directive**  
**Article 15 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

**4. The Member States may lay down additional rules on commercial guarantees insofar as those rules do not reduce the protection set out in this Article.** *deleted*

Or. de

*Justification*

*If Member States had different requirements, the guarantee statements would have to be adjusted for each Member State. This would lead to renewed legal fragmentation and possible fragmentation of the internal market.*

**Amendment 384**  
**Pascal Arimont, Róza Gräfin von Thun und Hohenstein**

**Proposal for a directive**  
**Article 15 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 15 a**

**Commercial guarantee for lifespan**

***The producer of an energy-related product as defined in point 1 of Article 2 of Directive 2009/125/EC of the European Parliament and of the Council<sup>1a</sup> shall:***

***(a) indicate the minimum lifespan within which he guarantees to the consumer the fitness of the product and provide a clear statement of the legal rights of the consumer; or***

***(b) clearly indicate that he does not offer a commercial guarantee for the lifespan of the product.***

***This information shall be made available to the consumer before the consumer takes an informed transactional decision.***

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***<sup>1a</sup> Directive 2009/125/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting of ecodesign requirements for energy-related products (OJ L 285, 31.10.2009, p. 10).***

Or. en

**Amendment 385**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Olga Sehnalová, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan**

**Proposal for a directive  
Article 15 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 15 a**

**Commercial guarantees for lifespan**

***1. The producer of technical or other durable goods shall indicate to the seller and the consumer the lifespan of the goods. The indicated timeframe shall reflect the reasonable expectations of the***



*consumer and shall not be shorter than two years unless justified by the particular nature of the goods concerned.*

*2. Where goods do not conform to their lifespan as specified in accordance with paragraph 1, this shall be construed as a breach enforceable by the consumer directly against the producer as a contractual guarantee, which may give rise to remedies for non-conformity.*

Or. en

**Amendment 386**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Biljana Borzan, Marc Tarabella**

**Proposal for a directive  
Article 15 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 15 a**

***Commercial guarantees for lifespan***

*1. The producer of a technical product shall guarantee to the consumer the fitness of the product for its foreseeable minimum lifespan and shall indicate the duration of that lifespan. The indicated timeframe shall not be shorter than the legal prescription period applying in the Member State where the consumer has his habitual residence and shall reflect the expectations of a reasonable and typical consumer.*

*2. Where the producer does not fulfil his obligations in accordance with paragraph 1, the obligations owed by him to the consumer shall be the same as those owed by the supplier.*

Or. en

**Amendment 387**

**Pascal Durand**

on behalf of the Verts/ALE Group

**Proposal for a directive**  
**Article 15 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 15 a**

**Commercial guarantees for lifespan**

**1. The seller of a technical product shall inform the consumer of the foreseeable minimum lifespan of the product.**

**The seller shall also:**

**(a) guarantee to the consumer that the product is fit for its intended purpose for its foreseeable minimum lifespan and shall indicate the duration of that lifespan; or**

**(b) clearly indicate that he does not guarantee the fitness of the product during its lifespan.**

**This information shall be made available to the consumer before or at the time when the consumer concludes the contract. The seller shall inform the consumer whether the guaranteed lifespan is shorter or longer than the limitation period specified in Article 14. Article 15 shall continue to apply.**

Or. en

**Amendment 388**  
**Marco Zullo**

**Proposal for a directive**  
**Article 15 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 15a**

**Commercial guarantee of minimum duration**

**1. Manufacturers of products that consume energy for their operation must**

*(a) guarantee to consumers the serviceability of the product for its minimum expected life and indicate the duration thereof, or*

*(b) indicate clearly that they do not guarantee the serviceability of the product for its minimum expected life.*

*2. In the commercial guarantee, the manufacturer shall inform the consumer if the minimum life of the product is less or greater than that specified under the legal guarantee.*

*3. A manufacturer who fails to comply with the obligations set out in paragraphs 1 and 2 shall have the same obligations as the seller vis-a-vis the consumer.*

Or. it

#### *Justification*

*A guarantee of minimum product life is frequently necessary to obtain the EU Ecolabel in line with the objectives of the Ecodesign and Energy Labelling Directives.*

#### **Amendment 389**

**Lucy Anderson, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Pascal Durand**

#### **Proposal for a directive**

#### **Article 16 – paragraph 1**

##### *Text proposed by the Commission*

Where the seller is liable to the consumer because of a lack of conformity with the contract resulting from an act or omission by a person in earlier links of the chain of transactions, the seller shall be entitled to pursue remedies against the person or persons liable in the chain of transactions. The person against whom the seller may pursue remedies and the relevant actions and conditions of exercise, shall be determined by national law.

##### *Amendment*

Where the seller is liable to the consumer because of a lack of conformity with the contract resulting from an act or omission by a person in earlier links of the chain of transactions, the seller shall be entitled to pursue remedies against the person or persons liable in the chain of transactions. The person against whom the seller may pursue remedies, and the relevant actions and conditions of exercise, shall be determined by national law. ***However, the seller shall be entitled to pursue remedies for at least the duration of the legal guarantee period, and the period during which a presumption exists that any lack***

*of conformity with the contract already existed at the time indicated in Article 8(1) and (2) shall be no shorter than as provided for in Article 8(3).*

Or. en

**Amendment 390**  
**Dennis de Jong**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

Where the seller is liable to the consumer because of a lack of conformity with the contract resulting from an act or omission by a person in earlier links of the chain of transactions, the seller shall be entitled to pursue remedies against the person or persons liable in the chain of transactions. The person against whom the seller may pursue remedies and the relevant actions and conditions of exercise, shall be determined by national law.

*Amendment*

Where the seller is liable to the consumer because of a lack of conformity with the contract resulting from an act or omission by a person in earlier links of the chain of transactions, ***or for any other reason***, the seller shall be entitled to pursue remedies against the person or persons liable in the chain of transactions. The person against whom the seller may pursue remedies, and the relevant actions and conditions of exercise, shall be determined by national law. ***Member States shall ensure that their national laws adequately protect the seller when determining the person against whom the seller may pursue remedies, the time periods and the relevant actions and conditions of exercise of the right of redress.***

Or. en

**Amendment 391**  
**Eva Maydell**

**Proposal for a directive**  
**Article 16 – paragraph 1**

*Text proposed by the Commission*

Where the seller is liable to the consumer because of a lack of conformity with the contract resulting from an act or omission

*Amendment*

Where the seller is liable to the consumer because of a lack of conformity with the contract resulting from an act or omission

***by a person in earlier*** links of the chain of transactions, the seller shall be entitled to pursue remedies against the person or persons liable in the chain of transactions. The person against whom the seller may pursue remedies and the relevant actions and conditions of exercise, shall be determined by national law.

***having its origin in previous*** links of the chain of transactions, the seller shall be entitled to pursue remedies against the person or persons liable in the chain of transactions. The person against whom the seller may pursue remedies and the relevant actions and conditions of exercise ***thereof***, shall be ***adequately*** determined by national law.

Or. en

#### **Amendment 392**

**Lara Comi, Elisabetta Gardini, Stefano Maullu**

#### **Proposal for a directive**

#### **Article 16 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***If the defect is attributable to the manufacturer, the latter shall be jointly liable with the seller vis-à-vis the consumer, this liability being limited to the compulsory repair or replacement of defective goods within the deadlines and in the manner determined by the Member States in accordance with national law.***

Or. it

#### **Amendment 393**

**Pascal Durand**

on behalf of the Verts/ALE Group

#### **Proposal for a directive**

#### **Article 16 a (new)**

*Text proposed by the Commission*

*Amendment*

#### ***Article 16 a***

#### ***Spare parts***

***1. The seller shall inform the consumer in a clear and intelligible manner of the period during which or the date up until which spare parts essential to the use of***

*goods are available on the market.  
Member States shall encourage  
producers to develop clear labelling which  
informs consumers of the existence of  
spare parts and for how long those spare  
parts shall be available on the market.*

*2. Such spare parts shall be available for  
a reasonable price, proportionate to their  
value in the complete good, and shall be  
made available within a reasonable length  
of time.*

Or. en

**Amendment 394**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin**

**Proposal for a directive  
Article 16 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 16 a**

***Information requirement on spare parts  
and accessories***

***The seller shall inform the consumer in a  
clear and intelligible manner of the  
existence of any spare parts or accessories  
available on the market and necessary for  
the use of the goods sold.***

Or. en

**Amendment 395**

**Lucy Anderson, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin, Isabella De Monte**

**Proposal for a directive  
Article 17 – title**

*Text proposed by the Commission*

*Amendment*

**Amendment 396**

**Lucy Anderson, Marlene Mizzi, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Olga Sehnalová, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin, Isabella De Monte**

**Proposal for a directive****Article 17 – paragraph 1***Text proposed by the Commission*

1. Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

*Amendment*

1. Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive, ***taking account in particular of the need for consumers to be informed about their rights and enabled and facilitated to enforce those rights in practice. Such means shall include legal mechanisms to enable two or more natural persons or their representative entities to claim remedies collectively where appropriate.***

**Amendment 397**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Marju Lauristin, Isabella De Monte**

**Proposal for a directive****Article 17 – paragraph 2 – introductory part***Text proposed by the Commission*

2. The means referred to in paragraph 1 shall include provisions whereby ***one or more of the following bodies***, as determined by national law, may take action under national law before the courts or before the competent administrative bodies to ensure that the national provisions transposing this Directive are applied:

*Amendment*

2. The means referred to in paragraph 1 shall include provisions whereby ***representative bodies, under justified and appropriate criteria*** as determined by national law, may take action under national law before the courts or before the competent administrative bodies to ensure that the national provisions transposing this Directive are applied. ***Such bodies shall***

*include but shall not be limited to:*

Or. en

**Amendment 398**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan**

**Proposal for a directive**

**Article 17 – paragraph 2 – point a**

*Text proposed by the Commission*

*Amendment*

(a) public bodies or their  
representatives;

(a) public bodies or their  
representatives; **and**

Or. en

**Amendment 399**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan**

**Proposal for a directive**

**Article 17 – paragraph 2 – point b**

*Text proposed by the Commission*

*Amendment*

(b) consumer organisations having a  
legitimate interest in protecting consumers;

(b) consumer organisations having a  
legitimate interest in protecting consumers;  
**and**

Or. en

**Amendment 400**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan**

**Proposal for a directive**

**Article 18 – paragraph 1**

*Text proposed by the Commission*

*Amendment*



Any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them or varies their effect before the lack of conformity with the contract of the goods is brought to the seller's attention by the consumer shall not be binding on the consumer ***unless parties to the contract exclude, derogate from or vary the effects of the requirements of Articles 5 and 6 in accordance with Article 4 (3).***

Any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them or varies their effect before the lack of conformity with the contract of the goods is brought to the seller's attention by the consumer shall not be binding on the consumer.

Or. en

#### **Amendment 401**

**Pascal Durand**

on behalf of the Verts/ALE Group

#### **Proposal for a directive**

#### **Article 18 – paragraph 1**

*Text proposed by the Commission*

Any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them or varies their effect before the lack of conformity with the contract of the goods is brought to the seller's attention by the consumer shall not be binding on the consumer ***unless parties to the contract exclude, derogate from or vary the effects of the requirements of Articles 5 and 6 in accordance with Article 4 (3).***

*Amendment*

Any contractual agreement which, to the detriment of the consumer, excludes the application of national measures transposing this Directive, derogates from them or varies their effect before the lack of conformity with the contract of the goods is brought to the seller's attention by the consumer shall not be binding on the consumer.

Or. en

#### **Amendment 402**

**Marco Zullo**

#### **Proposal for a directive**

#### **Article 19 – title**

*Text proposed by the Commission*

*Amendment*

**Amendment 403**  
**Marco Zullo**

**Proposal for a directive**  
**Article 19 – paragraph 1**  
Directive 1999/44/EC  
Article 1

*Text proposed by the Commission*

*Amendment*

*1. Article 1 of Directive 1999/44/EC is amended as follows:* *deleted*

*(a) paragraph 1 is replaced by the following:*

*"1. The purpose of this Directive is the approximation of the laws, regulations and administrative provisions of the Member States on certain aspects of contracts for the sale of consumer goods and associated guarantees, which are not distance sales contracts, in order to ensure a uniform minimum level of consumer protection in the context of the internal market."*

*(i) point (f) is replaced by the following:*

*"(f) repair: shall mean, in the event of lack of conformity, bringing consumer goods into conformity with the contract of sale;"*

*"(g) 'distance sales contract' means any sales contract concluded under an organised distance scheme without the simultaneous physical presence of the seller and the consumer, with the exclusive use of one or more means of distance communication, including via internet, up to and including the time at which the contract is concluded"*

**Amendment 404**

**Inese Vaidere**

**Proposal for a directive**

**Article 19 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 19 a**

**Repeal**

***Directive 1999/44/EC is repealed as of ....  
(date of application of this Directive).  
References to the repealed Directive shall  
be construed as references to this  
Directive.***

Or. en

**Amendment 405**

**Kaja Kallas, Dita Charanzová**

**Proposal for a directive**

**Article 19 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 19 a**

**Repeal**

***Directive 1999/44/EC is repealed as of ...  
(date of application of this Directive).  
References to the repealed Directive shall  
be construed as references to this  
Directive.***

Or. en

**Amendment 406**

**Marco Zullo**

**Proposal for a directive**

**Article 19 a (new)**

*Text proposed by the Commission*

*Amendment*

***Article 19a***

***Repeal***

***Directive 1999/44/EC shall be repealed as of (date of application of this Directive). References to the repealed Directive shall be construed as references to this Directive.***

Or. it

**Amendment 407**

**Pascal Durand**

on behalf of the Verts/ALE Group

**Proposal for a directive**

**Article 19 a (new)**

*Text proposed by the Commission*

*Amendment*

***Article 19 a***

***Direct producer liability***

***1. The producer shall be liable, vis-à-vis the consumer, to repair or replace the goods for any lack of conformity. Article 14 applies mutatis mutandis.***

***2. The producer shall repair or replace the goods, at his choice, within a reasonable time, and in any case within 30 days from the moment he has acquired physical possession of the goods.***

Or. en

**Amendment 408**

**Evelyne Gebhardt, Liisa Jaakonsaari, Christel Schaldemose, Maria Grapini, Marc Tarabella**

**Proposal for a directive**

**Article 20 a (new)**

*Text proposed by the Commission*

*Amendment*

***Article 20 a***

***National law and minimum protection***

*1. The rights resulting from this Directive shall be exercised without prejudice to other rights which the consumer may invoke under the national rules governing contractual or non-contractual liability.*

*2. Member States may adopt or maintain in force more stringent provisions, compatible with the Treaty in the field covered by this Directive, to ensure a higher level of consumer protection.*

Or. en

**Amendment 409**

**Lucy Anderson, Catherine Stihler, Maria Grapini, Christel Schaldemose, Olga Sehnalová, Evelyne Gebhardt, Mary Honeyball, Maria Arena, Victor Negrescu, Marc Tarabella, Afzal Khan, Isabella De Monte**

**Proposal for a directive  
Article 20 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 20 a**

**Review**

*1. The Commission shall keep the application and implementation of this Directive under close scrutiny and review. This process shall include meaningful and detailed consultation and involvement of the Member States and of consumer, legal and business organisations at Union level.*

*2. No later than (...), the Commission shall submit a report to the European Parliament and to the Council taking full account of the process of scrutiny and review referred to in paragraph 1. That report shall include, inter alia, a detailed analysis of the impact of provisions of this Directive on the burden of proof in Member States.*

Or. en

**Amendment 410**  
**Pascal Durand**  
on behalf of the Verts/ALE Group

**Proposal for a directive**  
**Article 20 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 20 a**

***Reporting by the Commission and review***

***By 31 December 2020, the Commission shall submit a report on the application of this Directive to the European Parliament and the Council. That report shall include in particular an evaluation of the provisions of this Directive regarding remedies, the functioning of lifespan guarantees and the relationship with the Directive on certain aspects concerning contracts for the supply of digital content. That report shall be accompanied, where necessary, by legislative proposals to adapt this Directive to developments in the field of consumer rights.***

Or. en

**Amendment 411**  
**Fredrick Federley**

**Proposal for a directive**  
**Article 20 a (new)**

*Text proposed by the Commission*

*Amendment*

**Article 20 a**

***Reporting by the Commission on sale of live animals***

***The Commission shall make an assessment of harmonisation of rules applicable to contracts for the sale of live animals and shall, if necessary, present a legislative proposal in that regard.***

Or. en

### *Justification*

*Due to the specific nature of live animals this proposal is not well suited to regulate that type of specific good. However, contract arrangements for sales of live animals should be harmonized in the union in order to secure the functioning of the internal market for sales of this type of specific good. Therefore the Commission should asses the best way of establishing such harmonization and if necessary propose regulation.*