

Message 001

Communication from the Commission - TRIS/(2026) 1838

Directive (EU) 2015/1535

Notification: 2026/0350/FR

Notification of a draft text from a Member State

Notification – Notification – Notifizierung – Нотификация – Oznámení – Notifikation – Γνωστοποίηση – Notificación – Teavitamine – Ilmoitus – Obavijest – Bejelentés – Notifica – Pranešimas – Paziņojums – Notifika – Kennisgeving – Zawiadomienie – Notificação – Notificare – Oznámenie – Obvestilo – Anmälan – Fógra a thabhairt

Does not open the delays - N'ouvre pas de délai - Kein Fristbeginn - Не се предвижда период на прекъсване - Nezahtuje prodlení - Fristerne indledes ikke - Καμμία έναρξη προθεσμίας - No abre el plazo - Viivituste perioodi ei avata - Määräaika ei ala tästä - Ne otvara razdoblje kašnjenja - Nem nyitja meg a késésekét - Non fa decorrere la mora - Atidējimai nepradedami - Atlikšanas laikposms nesākas - Ma jiftaħx il-perijodi ta' dewmien - Geen termijnbegin - Nie otwiera opóźnień - Não inicia o prazo - Nu deschide perioadele de stagnare - Nezačína oneskorenia - Ne uvaja zamud - Inleder ingen frist - Ní osclaíonn sé na moilleanna

MSG: 20261838.EN

1. MSG 001 IND 2026 0350 FR EN 09-07-2026 FR NOTIF

2. France

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4. 2026/0350/FR - C00A - AGRICULTURE, FISHING AND FOODSTUFFS

5. Order extending an inter-branch agreement concluded on 24 March 2026 within the framework of the Inter-Branch Association of the Fresh Fruit and Vegetable Industry (INTERFEL) and concerning the packaging of plums

6. Plums of all varieties, packaged in France and intended to be marketed on the French market, and to be delivered fresh to the consumer.

7.

8. The draft order provides for the extension, for a period of three years from 1 June 2026, of the provisions of the inter-branch agreement of 24 March 2026 on the packaging of plums – concluded within the framework of the Inter-branch Association for Fresh Fruit and Vegetables (INTERFEL) – to all members of the professions comprising this inter-branch organisation.

This agreement stipulates that plums packaged in France and intended for sale on the French market (fresh) must be packaged “in packaging that ensures adequate protection of the product, namely:

- in parcels or packaging where the products are arranged in neat layers;
- in packages or bulk packaging with a net weight not exceeding 10 kilograms.”

The agreement also sets out recommendations regarding placement of the products on the shelves and defines the procedures for monitoring compliance with the aforementioned packaging rules.

The agreement and an explanatory note are attached to this form.

9. As plums are a particularly delicate product, the aim of this agreement – and its extension, which notably limits the quantity of fruit in a single package – is to ensure that the packaging is suitable to prevent the fruit from spoiling. This therefore makes it possible to guarantee the quality of the plums at every stage of the supply chain, to minimise disappointment amongst French consumers, and to reduce losses and waste.

For information, a draft order extending the agreement concerning the packaging of plums was already notified in 2019 (2019/0398/F). The new draft extension order is notified where the agreement in question contains amendments – in particular regarding its scope of application – compared with the previously notified agreement.

9a. ► Risk: Supplying damaged plums to retailers and consumers, thereby causing losses and waste.

Evidence: There was already an extended agreement that applied to plums produced in France. However, experts from the GIEC (Inter-branch Group for Expertise and Monitoring), which is responsible for monitoring compliance with the inter-branch agreement, have observed instances of fruit being crushed during unloading. They have therefore proposed supplementing the agreement's provisions by extending its scope

to include products that are imported but packaged in France.

► The measure sets out a packaging method for plums packaged in France, which helps to protect the fruit by limiting the volume of fruit in a single package or by arranging the fruit in neat layers. The conclusion drawn from the implementation of the latest extended agreement is that the products covered by the agreement meet the market's quality requirements.

► The public interest objective is pursued in a consistent manner, as the notified draft measure makes it possible to prevent consumer disappointment regarding damaged produce, and systematically, because, due to the extension of the agreement, the rule will apply to all French operators who package French and imported plums.

9b. ► The restriction on the internal market concerns operators who package French or imported plums, within French territory, for the French market.

The measure will have a limited impact on trade, as it does not require foreign operators to change their practices, nor does it block access to the French market for foreign products that are already packaged. In fact, any consignment of plums that has been imported and not repackaged in France may be sold as is, even if it does not comply with the requirements of the agreement. The measure does not affect cross-border services either; it applies only to packaging operators within French territory.

The measure would therefore harmonise the practices of French operators who package plums, regardless of their origin.

► The general marketing standard laid down in Regulation (EU) 2023/2429 and the UNECE standard require 'adequate' protection, but the inter-branch organisation considered it necessary to specify minimum packaging requirements in order to harmonise practices and ensure quality throughout the chain.

► Other less restrictive solutions envisaged: The previous extended agreement was less restrictive, as it laid down packaging requirements only for plums produced in France. Interfel sought to broaden the scope of the agreement to cover plums imported into and repackaged in France, with a view to improving the overall quality of plums sold in France and achieving the measure's objective.

► As the measure applies only to plums that have already been packaged in France, it does not create a new stage in the packaging process, particularly for imported plums. Furthermore, it allows operators to choose between two packaging options.

9c. ► The measure aims to protect a particularly fragile product and limit losses and waste, while leaving several packaging options to operators.

► Yes, because the agreement seeks to reconcile the need to protect plums with a restriction that applies only to operators packaging in France for the French market, without requiring imported plums to be repackaged.

► Without this measure, there is a risk of a decline in the quality of plums, greater commercial losses and an increased risk of food waste among consumers.

It should be noted that this agreement has already been in force and extended for several years for operators who package French plums, and that it has not been contested by operators

10. References to the basic texts:

11. No

12.

13. No

14. No

15. No

16.

TBT aspects: No

SPS aspects: No

European Commission

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