MINISTERIO
DE DERECHOS SOCIALES, CONSUMO
Y AGENDA 2030

GENERAL SECRETARIAT
OF CONSUMER AFFAIRS
AND GAMBLING

DIRECTORATE-GENERAL
OF CONSUMER AFFAIRS

REGULATORY IMPACT ANALYSIS REPORT

PRELIMINARY DRAFT LAW ON SUSTAINABLE CONSUMPTION

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EXECUTIVE SUMMARY

Proposing Ministry/Body	Ministry of Social Rights, Consumer Affairs and Agenda 2030. General Secretariat of Consumer Affairs and Gambling. Directorate-General of Consumer Affairs.	**Date**	8 June 2026
Title of the regulation	Preliminary draft law on Sustainable Consumption		
Type of report	Normal ☒ abridged ☐		
TIMELINESS OF THE PROPOSAL			
Situation that is regulated	The preliminary draft law fully transposes into national law two EU Directives: Directive (EU) 2024/825 of the European Parliament and of the Council of 28 February 2024 amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and through better information, and Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024 on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828. It also includes a number of other measures aimed at promoting conscious and sustainable consumption, empowering consumers to make their purchasing decisions in a way that best protects their economic interests, as well as ensuring equitable access to public events and recreational activities.		
Objectives pursued	• Strengthening the provisions relating to the repair of goods. • Contributing to the proper functioning of the internal market. • Ensuring a high level of protection for consumers and the environment. • Advancing the ecological transition. • Enabling consumers to make informed purchasing decisions and thus contribute to more sustainable consumption patterns. • Updating the consumer sanctioning system. • Regulating dynamic pricing, especially in contexts of urgency, risk or necessity.		
Main alternatives considered	There are no alternatives other than the adoption of this law. On the one hand, the need to transpose the content of European directives into Spanish law requires the adoption of such a regulation. On the other hand, a number of legislative amendments need to be made in order to improve and strengthen the rights of consumers and users. As regards the legal status, this is necessary since the national rules to be amended have legal status (Consolidated Text of the General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007 and Law 3/1991 of 10 January 1991 on Unfair Competition).		

CONTENT AND LEGAL ANALYSIS	
Type of regulation	Ordinary law.
Structure of the regulation	The preliminary draft law is structured as a statement of reasons, three articles, two additional provisions, one repealing provision and seven final provisions.
Prior public consultation (Article 26, Section 2, Law 50/1997)	In accordance with the provisions of Article 133 of Law 39/2015 of 1 October 2015 on the Common Administrative Procedure of Public Administrations, in relation to Article 26 of Law 50/1997 of 27 November 1997 on the Government, the Public Consultation procedure was documented through the website of the Ministry from 15 March 2024 until 30 March 2024.
Hearing procedure (Article 26, Section 6, Law 50/1997)	The preliminary draft law has undergone the public hearing and information procedure in accordance with the provisions of Articles 26, Section 6, of Law 50/1997 of 27 November 1997 and Article 133, Section 2, of Law 39/2015 of 1 October 2015, from 4 July to 31 August 2025, making the text accessible through the web portal of the Ministry of Social Rights, Consumer Affairs and 2030 Agenda.
Reports received (Article 26 Law 50/1997)	• The following reports will be collected: - Technical General Secretariat of the Ministry of Social Rights, Consumer Affairs and 2030 Agenda, as the proposing Ministry. - Ministry of Economy, Trade and Business. - Ministry for the Ecological Transition and the Demographic Challenge. - Ministry of Territorial Policy and Democratic Memory. - Ministry of Finance. - Ministry of Transport and Sustainable Mobility. - Ministry of Industry and Tourism. - Ministry of Agriculture, Fisheries and Food. - Ministry of the Presidency, Justice and Relations with the Courts. - Ministry of Culture. - Spanish Data Protection Agency. - Prior approval by the Ministry for Digital Transformation and the Civil Service (Article 26, Section 5, of Law 50/1997 of 27 November 1997 on the Government) - Regulatory Coordination and Quality Office. - Spanish Council for Consumers and Users. - National Commission for Markets and Competition. - Spanish Federation of Municipalities and Provinces

<table>
<tr><td></td><td colspan="2">(FEMP).
- Report of the Autonomous Communities and Cities of Ceuta and Melilla, through the Sectoral Conference on Consumer Affairs.
- The draft law will be subject to the procedure laid down in Directive (EU) 2015/1535 of the European Parliament and of the Council, of 9 September 2015, laying down a procedure for the provision of information in the field of technical regulations and of rules on information society services.
- An opinion will be obtained from the Council of State, pursuant to the provisions of Article 21, Section 2, of Organic Law 3/1980 of 22 April 1980.</td></tr>
<tr><td colspan="3">IMPACT ANALYSIS</td></tr>
<tr><td>Compliance with the distribution of powers</td><td colspan="2">- Law 3/1991 of 10 January 1991 on Unfair Competition (Article 149, Section 1, Subsections 6 and 8, commercial law and bases of contractual obligations).

- Consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007 (Article 149, Section 1, Subsections 6 and 13, bases and general coordination of economic activity).

- Law 34/1988 of 11 November 1988 on General Advertising (Article 149, Section 1, Subsections 6 and 13, bases and general coordination of economic activity).

- Royal Decree 1784/1996 of 19 July 1996, approving the Commercial Registry Regulations (Article 149, Section 1, Subsections 6 and 8, commercial law and bases of contractual obligations).</td></tr>
<tr><td>Economic and budgetary impact</td><td>Effects on the economy in general</td><td></td></tr>
<tr><td></td><td>With regard to competition</td><td>☐ the regulation has no significant impact on competition
☒ the regulation has positive effects on competition
☐ the regulation has a negative impact on competition</td></tr>
<tr><td></td><td>With respect to administrative burdens</td><td>☐ it entails a reduction in administrative burdens.
☒ it incorporates new administrative burdens.
☐ it does not affect administrative burdens.</td></tr>
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	With respect to budgets, the regulation:	☐ affects State budgets ☐ affects the budgets of other territorial administrations ☒ Does not affect the budgets of the State Administration
Gender impact	The regulation has no gender impact.	Negative ☐ None ☒ Positive ☐
Impact on families		Negative ☐ None ☒ Positive ☐
Impact on equal opportunities, non-discrimination and universal accessibility for persons with disabilities		Negative ☐ Positive ☐ None ☒
Impact on childhood and adolescence		Negative ☐ None ☐ Positive ☒
Impact due to climate change		Negative ☐ None ☐ Positive ☒
Impact on citizens and on the administration from the perspective of the development or use of the media and services of the Digital Administration		Negative ☐ None ☐ Positive ☒
Other impacts	No other impacts are apparent.	
EX POST EVALUATION		
Pursuant to the provisions of Article 2, Section 1, Letter j), of Royal Decree 931/2017 of 27 October 2017 regulating the Regulatory Impact Analysis Report, taking into account the provisions of		

Article 28, Section 2, of Law 50/1997 of 27 November 1997 on the Government, and Article 3 of Royal Decree 286/2017 of 24 March 2017 regulating the Annual Regulatory Plan and the Annual Regulatory Evaluation Report of the General State Administration and establishing the Regulatory Planning and Evaluation Board, an ex post evaluation of the Sustainable Consumption Law will be carried out once a sufficient period for obtaining results has elapsed.

REGULATORY IMPACT ANALYSIS REPORT OF THE PRELIMINARY DRAFT LAW ON SUSTAINABLE CONSUMPTION

This report was prepared in accordance with Article 26, Section 3, of Law 50/1997 of 27 November 1997 on the Government, and Royal Decree 931/2017 of 27 October 2017 governing the Regulatory Impact Analysis Report.

1. TIMELINESS OF THE PROPOSAL

1.1. Rationale

Article 51 of the Spanish Constitution establishes as a guiding principle of social and economic policy that public authorities must guarantee the protection of consumers and users, safeguarding their safety, health and legitimate economic interests by means of effective procedures. Article 45 also guarantees the right of all persons to enjoy an environment suitable for the development of the person, as well as the duty to preserve it, instructing the public authorities to ensure the rational use of all natural resources, in order to protect and improve the quality of life and to defend and restore the environment.

Sustainable consumption involves acquiring goods and services in the present without compromising the resources and capabilities of the future. This constitutes a global challenge in the context of the climate crisis, which makes it increasingly necessary to ensure responsible and sustainable consumption patterns through the improvement of business practices and the strengthening of consumer rights. As an illustration of this, the Sustainable Development Goals of the UN Global Compact focus on Goal 12, 'Responsible Consumption and Production', which emphasises the need for countries to implement and enforce policies and regulations that include measures such as setting targets to reduce waste generation, promoting circular economy practices, and supporting sustainable procurement policies.

The commitment to the transition towards fully sustainable consumption has been taken on by the European Union as a whole. In the European Green Deal[1], the European Commission includes a circular economy action plan whose measures

[1] Communication from the Commission to the European Parliament, the European Council, the Council, the European Economic and Social Committee and the Committee of the Regions, of 11 December 2019.

include the need to establish a 'right to repair', ensuring reliable information for consumers, or the fight against greenwashing. Likewise, in the Consumer Agenda 2020–2025, under the slogan *Strengthening consumer resilience for a sustainable recovery*, a roadmap was drawn up that marked the reforms at Community level. This commitment remains in place in the new Consumer Agenda 2030. Thus, in line with the priorities of the European Green Deal, the aim is to transform the EU into a clean and circular economy with efficient use of resources. To this end, it is essential to take action in the area of consumption by means of measures such as promoting an effective right to repair and ensuring that businesses provide adequate environmental information when marketing goods and services.

As a result of that commitment at Community level, *Directive (EU) 2024/825 of the European Parliament and of the Council, of 28 February 2024, amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and through better information (hereinafter, Directive 2024/825/EU of 28 February 2024)*, as well as *Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024 on common rules to promote the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828 (hereinafter Directive (EU) 2024/1799 of 13 June 2024)* have been adopted. The deadlines for transposition of these Directives are 27 March 2026 and 31 July 2026, respectively.

The two directives provide a framework within which the various reforms undertaken by this law are inserted: right to redress, consumer empowerment and the fight against *greenwashing*.

Firstly, there is currently no culture of repair in Spain. The general tendency among consumers when a consumer product is defective or deteriorates is to discard it and purchase a new item without considering the option of repair. The premature disposal of repairable goods leads to an increase in waste and greenhouse gas emissions, while also requiring greater use of resources for the production of new goods. Extending the life cycle of products is therefore a fundamental measure for ensuring sustainability in our consumption model.

The need to guarantee and promote a genuine right to repair has been highlighted by the Community authorities. Thus, the European Parliament, in its resolution, of 25 November 2020, 'Towards a more sustainable single market for businesses and consumers', called on the Commission to make it easier for consumers and businesses to make sustainable choices, to establish consumers' right to repair and to amend Directive (EU) 2019/771 of the European Parliament and of the Council, of 20 May 2019, on certain aspects concerning contracts for the sale of goods. For its part, the Council, in its conclusions of the Competitiveness Council of 22 February 2021 and in its conclusions on making the recovery circular and green of 11 December 2020, welcomed the 'right to repair' initiative with the aim of promoting more systematic repairs, including beyond the legal guarantee period, and at a reasonable cost.

Secondly, it is essential to strengthen consumers' rights in terms of access to information. There are two fundamental obstacles to empowering citizens in the digital transition from the perspective of their consumer relations: the lack of information at the point of sale, for example, regarding the environmental characteristics, useful life or repairability of products, and the existence of unfair commercial practices such as 'early obsolescence' or 'greenwashing'. Thus, Directive (EU) 2024/825 of 28 February 2024, seeks to strengthen the rights of consumers in two ways. On the one hand, through the amendment of *Directive 2011/83/EU of the European Parliament and of the Council, of 25 October 2011, on consumer rights*, traders are required to provide pre-contractual information on the durability and repairability of products, adding additional elements to the list of information that must be provided prior to purchase, for example regarding the existence and duration of the commercial guarantee or the novel 'repairability score'. On the other hand, by means of the amendment of the *Directive 2005/29/EC of the European Parliament and of the Council, of 11 May 2005, concerning unfair business-to-consumer commercial practices in the internal market*, matters relating to environmental or social impact are included in the blacklist of deceptive practices.

With the aim of ensuring that business practices align with the new sustainable consumption strategy, it has been deemed necessary to take action against the lack of information available to consumers regarding the environmental characteristics or repairability of products, as well as against certain commercial practices, such as 'early obsolescence' or sustainability labelling that is not transparent or credible, which have a negative affect on the aforementioned sustainability objective.

Finally, as already pointed out, consumers face unfair commercial practices related to the sustainability of goods, as businesses expose them to unclear or ill-founded environmental claims (so-called 'greenwashing') and the products they intend to purchase display labels whose sustainability claims are not always transparent or credible.

It is therefore considered necessary to take action to ensure that businesses make environmental claims that are clear, credible. In the 2020 Circular Economy Action Plan, the Commission already committed to proposing that businesses substantiate their environmental claims using product and organisation environmental footprint methods, and this directive lays down detailed rules on the substantiation and communication of explicit environmental claims about products in business-to-consumer commercial practices, applying to voluntary explicit claims and to labelling schemes (e.g. certification schemes proving that a product, process or business complies with the requirements of an environmental label).

The new Sustainable Consumption Law is primarily aimed at consumers and users, as well as the business owners who market goods and services to them. On the one hand, the law expands and reinforces citizens' rights in their consumer relations, for example, by guaranteeing their right to receive adequate information from economic operators that does not mislead them about the environmental or social characteristics or circularity aspects of goods, such as their durability, repairability, or recyclability. On the other hand, it develops a clear and appropriate legal framework for businesses to carry out their activity in a sustainable manner. Furthermore, the regulation is undoubtedly in the public interest, insofar as it provides greater protection for consumers while also ensuring the protection of the environment, both of which are mandates enshrined in the Spanish Constitution.

1.2. Objectives

The new community directives require Spain to transpose their provisions into national law. Without prejudice to the above, the transposition of these directives offers an opportunity to address, in a broad and coherent manner, the need to promote a more sustainable consumption model by means of a new law. Thus, this regulatory draft aims to transpose the regulations in a way that goes further by laying the foundations for a change in the consumption model, taking into account the reality of relationships of this nature in our country and with the aim of contributing decisively to the ecological transition.

The main objective of the law is to ensure more sustainable consumer relations, which can be broken down into various objectives, given the diversity of new measures it introduces. Action is thus sought in various areas of the consumer legal framework, in line with the European rules whose content is to be transposed.

- Ensuring an effective right to repair. The new Sustainable Consumption Law aims to establish a genuine culture of repair that minimises waste and resource use. The promotion of ‘circular’ products requires action to be taken with regard to consumers’ rights beyond the legal guarantee and to give priority to repair within the system of options available following the lack of conformity of a product.

- Strengthening the right to clear, transparent and accurate information about products. This objective requires action on the part of both businesses and consumers. Thus, action is taken to ensure that consumers can obtain reliable and useful information about products, for example, about their useful life and repair options, while also seeking to prevent businesses from engaging in practices that are detrimental to sustainability, such as ‘greenwashing’ and the sale of products whose useful life has been deliberately shortened (‘planned obsolescence’).

Furthermore, the law also includes other provisions distinct from those introduced by the directives, aimed at pursuing the following objectives:

- Preventing the promotion of products or services by social media content creators without explicit identification of their commercial character.
- Providing consumers with additional quantitative or statistical information that enables the consumer or user to assess the frequency, relative impact or proportion of a given exposure to a risk or hazard when such exposure is used as a primary argument for commercial persuasion.
- Considering as unfair commercial practices any claims regarding animal welfare or the use of images of animals that could generate in consumers expectations that exceed the benefits generated in the products being marketed.
- Amending Article 32 of Law 3/1991 of 10 January 1991 on Unfair Competition and Article 20a of the consolidated text of the General Law on the Protection of Consumers and Users and other complementary laws, to ensure a more appropriate transposition of Article 3, Section 5, of Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council, as regards the better enforcement and modernisation of European Union consumer protection rules, thus ensuring proportionate and effective corrective measures for consumers harmed by unfair commercial practices.
- Prohibiting the charging of management or administrative fees, where such fees correspond to costs to be borne by the business and do not represent an additional service to the consumer.
- Regulating dynamic pricing, especially in contexts of urgency, risk or necessity.
- Amending the consumer sanctions regime to provide greater legal certainty and guarantees.
- Limiting the resale prices of tickets for public shows and recreational activities.
- Including a duty to provide information where the content of a pre-packaged consumer product is reduced while the nominal quantity remains unchanged, or where several units of a product are sold in packaging with constant units sizes, a practice known as ‘shrinkflation’.
- Promoting the repair of goods by means of a voucher scheme covering part of the cost of the repair for a defined period after the end of the legal guarantee of conformity or any commercial guarantee period.

- Prohibiting the advertising of fossil fuels, as well as, in some cases, commercial communications relating to transport products or services powered exclusively by fossil fuels.
- Amending the Trade Register Regulations to prevent the inclusion in a company or entity's name of any term or expression that could mislead or cause confusion as to the identity of the company or entity, its class or nature, or its environmental performance.

1.3. Analysis of alternatives

No alternatives other than the drafting of this law have been considered. The EU directives referred to require Spain to transpose their content into domestic law, which requires fundamental amendments to Law 3/1991 of 10 January 1991 on Unfair Competition (hereinafter, the Unfair Competition Law) and the consolidated Text of the General Law for the Protection of Consumers and Users, approved by Royal Legislative Decree 1/2007 of 16 November 2007 (hereinafter, TRLGDCU), both of which have the rank of law.

In addition, specific amendments are also made to the Law 34/1988, of 11 November, on General Advertising, and to Royal Decree 1784/1996, of 19 July, approving the Trade Register Regulations.

1.4. Annual Regulatory Plan

This preliminary draft law is included in the Annual Regulatory Plan for 2025.

2. CONTENT

2.1 Structure

The preliminary draft law is structured as a statement of reasons, three articles, two additional provisions, one repealing provision and seven final provisions.

2.2 Content and specific reference to the most innovative elements

The operative part is organised into three articles, two additional provisions, one repealing provision and seven final provisions. The first two articles are essentially based on the transposition of Directive (EU) 2024/825 of 28 February 2024 as regards empowering consumers for the green transition, as well as Directive (EU) 2024/1799 of 13 June 2024, on the right to repair.

Article One of this regulation addresses the amendment of Law 3/1991 of 10 January 1991 on Unfair Competition (hereinafter Law 3/1991 on Unfair Competition). This amendment affects three articles of the aforementioned law and stems from the need to transpose part of Directive (EU) 2024/825 of 28 February 2024, on empowering consumers for the green transition, which amends Directive 2005/29/EC on unfair commercial practices. These amendments aim to address unfair commercial practices that mislead consumers and prevent them from making informed decisions about sustainable consumption. To this end, new forms of conduct have been added that are considered unfair commercial practices, especially those relating to misleading acts, as well as to the list of commercial practices that are, in any case and under any circumstances, considered unfair commercial practices towards consumers.

Accordingly, the aspects to be taken into account in determining whether a practice is misleading and therefore unfair, as set out in Article 5 of Law 3/1991 on Unfair Competition, have been broadened in scope to now cover the environmental characteristics of goods and services, and specifically their circularity, durability, repairability and recyclability, incorporating the concept of durability as the ability of goods to maintain their required functions and performance under normal conditions of use for a reasonable period of time, depending on the type of good. This article also classifies as misleading acts any environmental claims that are not based on clear, objective, public and verifiable commitments, the advertising of benefits that are irrelevant, as well as communications made by social media content creators without an explicit indication of their commercial nature.

The commercial practices regulated in Articles 21 to 31 of Law 3/1991 on Unfair Competition are, in any event and under all circumstances, considered to be unfair commercial practices towards consumers. Accordingly, with regard to misleading practices, new prohibited practices and concepts are introduced that help to define and identify them. Specifically, Article 21 of Law 3/1991 on Unfair Competition, referring to misleading practices relating to codes of conduct or other quality marks, prohibits the display of sustainability labels that are not based on a certification system or that have not been established by public administrations. The concept of sustainability labelling and the requirements that products, processes or businesses must meet in order to be certified and consequently authorised to use this sustainability label are also incorporated into the law.

Article 27 of Law 3/1991 on Unfair Competition, for its part, prohibits making generic environmental claims without recognised excellent environmental performance that is relevant to the claim. It also prohibits making claims that a good or service has a neutral, reduced or positive impact on the environment in terms of greenhouse gas emissions, as such claims mislead consumers into believing that they refer to the product itself or to the supply and production of that product, or by giving consumers the false impression that the consumption of that product has no environmental impact. It shall also be considered unfair and misleading to make claims about animal welfare that could raise consumers' expectations above the actual benefits of the products being marketed, or to use images on the packaging of animal products that are not neutral—where it is not clear whether the animal is outdoors or indoors, or what its housing conditions are—or that do not faithfully reflect the production system used.

In the field of software updates, it is considered a misleading practice to conceal the fact that an update may adversely affect the functioning of the good or the use of the digital content or service, or to present an update as necessary when it only improves functionality. With regard to measures to combat planned obsolescence, it is prohibited to make commercial communications of goods that have characteristics that limit their durability when the business owner has such information, as well as inducing the consumer to replace or replace the consumable elements of a product before it is necessary for technical reasons. Another practice prohibited in the context of greenwashing is falsely claiming that a good has a certain durability in terms of time or intensity of use under normal conditions of use, or that a good is repairable when it is not.

It is also considered necessary to provide greater transparency in the use of dynamic pricing systems by businesses. To this end, the Unfair Competition Law is being amended so that consumers can know, when using these services, the price range they will have to pay at the time of purchase.

Article Two of the law addresses the amendment of the consolidated text of the General Law for the Protection of Consumers and User, and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007 (hereinafter, the consolidated text of the General Law for the Protection of Consumers and Users). These amendments derive, for the most part, from the transposition of Directives (EU) 2024/1799 of 13 June 2024 and Directive (EU) 2024/825 of 28 February 2024, although they also address other aspects that are essential when updating and supplementing the legislation on the protection of the rights of consumers and users covered by the consolidated text of the General Law for the Protection of Consumers and Users.

One of the most interesting new features of this regulation concerns the right to information of consumers and users and, specifically, the labelling and presentation of goods, a right enshrined in Article 18 of the consolidated text of the General Law for the Protection of Consumers and Users. Thus, in order to inform consumers that a commercial guarantee of durability is offered for a specific good, where that commercial guarantee covers the entire good, has no additional costs, has a duration of more than two years and that this information has been communicated by the producer to the trader, such information must be provided to the consumer by means of a harmonised label at European Union level. This label should conform to the design and content set out in Annex II to Commission Implementing Regulation (EU) 2025/1960 of 25 September 2025, on the design and content of the harmonised notice on the legal guarantee of conformity and of the harmonised label for the commercial guarantee of durability.

In order to avoid confusion among consumers between the commercial guarantee of durability and the legal guarantee of conformity, the harmonised label reminds consumers that they benefit from the legal guarantee of conformity.

Article 20 of the consolidated text of the General Law for the Protection of Consumers and Users contains the necessary information that must be included in the commercial offer of goods and services, referring in its Letter c) to the legal regime governing their price. Among the new features introduced by this regulation, it is worth highlighting the prohibition on passing on management or administrative costs when such costs correspond to expenses that the business must bear and do not represent an additional service to the consumer. Such fees may only be charged where they correspond to an additional service for the consumer and are clearly and transparently indicated from the beginning of the purchase process, with a breakdown of the fees and procedures charged for each of the purchases or services contracted

In addition, in the event of resale of contracts for the supply of goods or the provision of services, a cap has been introduced on the final price, which shall correspond to the purchase price. This provision, which is addressed exclusively to businesses, has been included after it was found that the prohibition laid down in Article 27, Section 6, of Law 3/1991 of 10 January 1991 on Unfair Competition has proven ineffective. That prohibition was incorporated into Spanish law as a transposition of Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules.

Recital 50 of that directive provides as follows:

'Traders should be prohibited from reselling to consumers tickets to cultural and sports events that they have acquired by using software such as "bots" enabling them to buy tickets in excess of the technical limits imposed by the primary ticket seller or to bypass any other technical means put in place by the primary seller to ensure accessibility of tickets for all individuals. <u>That prohibition is without prejudice to any other national measures that Member States can take to protect the legitimate interests of consumers and to secure cultural policy and broad access of all individuals to cultural and sports events, such as regulating the resale price of the tickets'.</u> (emphasis added)

Although ticket companies have been working to implement mechanisms to prevent the use of bots, the significant financial incentives generated by this resale by businesses make it difficult to enforce these measures. Consequently, this measure is included as a complementary mechanism to those already in place to ensure equitable access to culture, constituting a complementary measure to the current legislation already provided for in the legal acts of the Union.

This measure is already provided for in the regulations of comparable countries. In Belgium, Article 5 of the Law of 30 July 2013 on the sale of tickets for events *(Wet van 30 juli 2013 betreffende de verkoop van toegangsbewijzen tot evenementen*) prohibits the habitual resale of tickets, the habitual display of tickets with a view to their resale and the provision of means to be used for such resale (Article 5, Section 1), unless they have the organiser's authorisation. Occasional resale of tickets at a price higher than the original price is also prohibited (Article 5, Section 2). In France, the resale of tickets is regulated by Law No 2012-348, of 12 March 2012, which introduced Article 313-6-2 into the French Penal Code. This provision prohibits the habitual resale of tickets for cultural, sporting or commercial events without the express authorisation of the organiser or producer of the event.

Similarly, a new Letter g) is introduced in this section in order to provide consumers with clear information at the point of sale when the practice known as 'shrinkflation' takes place. Reducing the presentation formats of pre-packaged products, while maintaining the sales price, can lead consumers to make uninformed purchasing decisions.

This is a concern shared by comparable countries, where it has been addressed in different ways. Thus, in France, pursuant to the Order of 16 April 2024, subsequently amended by the Order of 18 June (*Arrêté du 16 avril 2024, relatif à l'information des consommateurs sur le prix des produits dont la quantité a diminué [Order of 16 April 2024 on informing consumers about the price of products that have undergone a downward change in quantity])*, distributors are required to inform consumers when a pre-packaged consumer product has had its quantity reduced without a proportional reduction in price.

While other countries such as Germany have opted to prohibit misleading packaging by establishing maximum proportions of empty space allowed within it, requiring that packaging be designed in such a way that its volume and mass are limited to the minimum necessary to ensure safety, hygiene and consumer awareness. Specifically, in Article 4 of its Packaging Act (*Gesetz über das Inverkehrbringen, die Rücknahme und die hochwertige Verwertung von Verpackungen [Law on the placing on the market, the take-back and the high-quality recycling of packaging]*).

However, providing consumers with information about these practices at the point of sale, for a limited period of time, is considered to be the most effective way of ensuring that consumers make informed purchasing decisions, without affecting the freedom of businesses to decide how to market their products.

Similarly, in order to ensure the effective application of the measure and to avoid disproportionate monitoring by retail distributors, where such changes in quantity occur, the manufacturer should inform the distributor of that fact, sufficiently in advance so that the distributor can pass on the information to the consumer in the event that such a change leads to an increase in the price per unit of measurement.

On the other hand, Article 32 of Law 3/1991 on unfair competition and Article 20a of the consolidated text of the General Law on the Protection of Consumers and Users and other complementary laws are amended to ensure a more appropriate transposition of Article 3, Section 5, of Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EU and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of European Union consumer protection rules, thus ensuring proportionate and effective corrective measures for consumers harmed by unfair commercial practices.

Furthermore, comparing products on the basis of their environmental or social characteristics or their circularity aspects, such as their durability, repairability or recyclability, is an increasingly common marketing technique that can be misleading for consumers, who are not always able to assess the reliability of such information. In order to ensure that such comparisons do not mislead consumers, a new Section 5 is added to Article 20 of the consolidated text of the General Law for the Protection of Consumers and Users, concerning the information required in the commercial offer of goods and services, requiring traders to provide consumers with information on the method of comparison, the goods and services being compared and the suppliers, as well as on the measures taken to keep the information up to date.

The regulation also modifies the consolidated text of the General Law for the Protection of Consumers and Users with the aim of incorporating a maximum price limit in situations of extraordinary emergency, thereby reinforcing the protection of the legitimate economic interests of consumers and users and expressly prohibiting practices that may be abusive in emergency contexts. This amendment is in line with the principles and regulatory techniques observed in royal decree-laws that have incorporated temporary social and economic protection measures, with clear and proportionate criteria aimed at safeguarding the general interest without permanently altering the ordinary price formation mechanisms.

For the purpose of determining the maximum price applicable for the duration of an emergency situation, the rule establishes as a reference the maximum price actually applied during the 30 days immediately preceding the start date of that situation. This reference period is appropriate and proportionate, insofar as it accurately reflects the ordinary price of the good or service under normal market conditions, avoiding both the consideration of isolated or anomalous values and possible practices of artificial price increases immediately prior to the emergency situation, where such a situation can be foreseen. Furthermore, the use of a thirty-day period is in line with the objective and established criterion set out in Article 20, of Law 7/1996, of 15 January, on the Regulation of Retail Trade, relating to the determination of the previous price in cases of price reductions, thus reinforcing the consistency of the legal system and legal certainty both for consumers and users and for economic operators. Similarly, it is provided that, for services with high seasonality indices, the reference prices shall be the average prices applied during the previous year, updated in accordance with the Consumer Price Index.

The limitation on price increases must remain in force for as long as the abnormal demand conditions directly linked to the emergency situation persist, since it is this extraordinary market disruption—and not just the initial moment of the emergency situation—that creates the risk of disproportionate and socially unjustified price increases.

In addition, a series of amendments are made to the articles relating to the consumer sanctions regime in Articles 46 et seq. These modifications are the result of the experience gained in recent years with regard to the processing of these proceedings.

These amendments involve, on the one hand, providing for a public call for evidence to ensure the proper exercise of sanctioning powers, limiting access to files during the preliminary proceedings so as not to compromise the investigation and the gathering of evidence, and requiring the parties involved in the proceedings to maintain confidentiality.

On the other hand, with regard to the classification and grading of infringements, it is necessary to amend the regulations, as practice has shown that certain infringements that frequently occur in sanctioning proceedings conducted within the scope of the General State Administration, such as the use of unfair commercial practices, classified as minor in Section m) of Article 47, Section 1, of the Consolidated Text of the General Law for the Protection of Consumers and Users, would have a classification that does not correspond to their actual impact on consumers and users.

Likewise, in relation to unlawful gain and in order to reinforce legal certainty for citizens and contribute to administrative efficiency, it is considered more appropriate to establish a sanctions framework whose maximum level is defined with greater certainty by linking it to objective publicly metrics, namely annual turnover, which must be recorded in traders' annual accounts. The proposed sanctions system is similar to that regulated at both national and European Union level in relation to infringements of competition law, as set out in Article 63, Section 1, of Law 15/2007 of 3 July 2007 on the Protection of Competition and in Article 23 of Council Regulation (EC) No 1/2003 of 16 December 2002 on the implementation of the rules on competition laid down in Articles 81 and 82 of the Treaty.

Furthermore, with references to the interruption of the statute of limitations for consumer law infringements due to actions taken during the information phase, preliminary actions with the knowledge of the alleged responsible party, or the initiation of coordinated action within the framework of the Consumer Protection Cooperation Network (CPC network), the aim is to avoid limiting the exercise of the Administration's right to prosecute (ius puniendi). With regard to the modification of the time limit for resolving sanctioning proceedings in consumer matters, the current nine-month deadline is not appropriate given the complexity and actions required to resolve certain sanctioning proceedings. It has been found that the time limits in certain procedures are insufficient for the prosecution of some infringements and the investigation and resolution of increasingly complex sanctioning proceedings. It is necessary to have sufficient time to be able to carry out the study and for the effective resolution of the proceedings. The period of one year shall be equivalent to that conferred on other bodies that have competence to impose sanctions, such as the Directorate-General for Insurance and Pension Funds or the Spanish Data Protection Agency.

Additionally, and in order to ensure the proportionality of the sanctions imposed by the competent consumer protection bodies of the General State Administration in the sanctioning proceedings within their powers, the sanctions imposed by other Spanish consumer protection authorities must be taken into account. This helps to reinforce the principle of legal certainty enshrined in Article 9, Section 3, of the Spanish Constitution, by specifying the sanctions previously imposed that must be taken into account by the competent consumer affairs bodies of the General State Administration and the mandatory nature of the report that specifies them.

Finally, the proposed amendment on the prioritisation of complaints aims to ensure that the legislator's mandate can be met by means of the efficient use of resources.

Ultimately, all these amendments are intended to make the consumer sanctions regime more effective and legally secure, for the benefit of consumers and legal operators.

Article 59a introduces new concepts that help to outline the legislative changes both from the point of view of the subject matter and activity and in relation to the actors involved in consumer relations. These concepts arise in the context of the ecological transition that the EU rules being transposed seek to promote. Thus, the concepts of updating programs (software), commercial guarantee of durability, durability score, reconditioning, repair, repairer, repairability requirements, manufacturer, authorised representative, importer and distributor are incorporated.

Among the new concepts introduced, the concept of reconditioning is particularly relevant as it responds to a reality that is already fully established in the market and has been in high demand by stakeholders. Reconditioning is understood as those actions carried out to prepare, clean, test, maintain and, if necessary, repair a good in order to restore its performance or functionality within the intended use and performance range originally conceived at the design stage when the good was placed on the market.

Also noteworthy is the inclusion in the consolidated text of the General Law on Consumers and Users of the concepts of manufacturer, authorised representative, importer and distributor, as these provide the necessary support for determining some of the obligations related to the right to repair and, in particular, the cascade liability provided for in Article 127a, Section 4, for cases where the parties obliged to repair are located outside the European Union.

In order for consumers to be well informed when entering into a contract, business owners shall be required to provide prior information regarding the guarantees and after-sales services that apply to goods and services, both in face-to-face contracts and in contracts concluded at a distance and outside commercial establishments. In this way, both Section 2 of Article 60 and Section 1 of Article 97 of the consolidated text of the General Law on Consumers and Users are supplemented to include the requirement to provide information on the legal guarantee of conformity by means of the harmonised notice referred to in Article 59a, Section 1, Letter b), and, where applicable, on the commercial guarantee of durability, using the harmonised label referred to above, as well as on the existence and conditions of after-sales services and commercial guarantees. Also where applicable, the repairability score of the goods shall be reported. In that context of encouraging consumers to make better informed choices, as well as to promote competition between producers as regards the durability of goods with digital elements, traders selling those goods should inform consumers about the minimum period during which the producer commits to provide software updates for those goods. The business owner should only be obliged to provide this information when the producer or supplier has made it available to them.

One of the most notable aspects of the transposition of Directive (EU) 2024/1799 of 13 June 2024 is Article 127b, which states that repairers, without prejudice to their obligation to provide a quote, may provide the consumer or user with the European Repair Information Form set out in Annex IV. The form should include the key parameters that influence consumers' decisions about repairs, such as the nature of the defect, the price, and the period of time within which the repairer undertakes to complete the repair. If the repairer offers additional services such as transportation, the individual costs of those services should be indicated. The information contained in the European Repair Information Form must be provided to consumers in a clear, comprehensible and accessible manner, within a reasonable period of time, which must correspond to the shortest possible period of time following the request. It shall be free of charge, except where a diagnostic service is required, in which case the consumer shall be informed if they are expected to bear these costs.

Article 59a, Section 1, establishes the obligation for business owners to display the harmonised notice on the legal guarantee of conformity. This notice facilitates the prompt understanding of the rights recognised in Article 60, Section 2, and Article 97, Section 1, which relate to the legal guarantee of conformity. To this end, the harmonised notice contains the main elements of the legal guarantee of conformity, in particular the minimum duration of two years as provided for in Directive (EU) 2019/771 and a general reference to the possibility that the duration of the legal guarantee of conformity may be longer under national law, as is the case in Spain, where it is three years. The design and content of the harmonised notice has been determined by the European Commission by through Commission Implementing Regulation (EU) 2025/1960 of 25 September 2025 on the design and content of the harmonised notice on the legal guarantee of conformity and of the harmonised label for the commercial guarantee of durability.

In order to encourage consumers to opt for repair to restore the conformity of goods and thereby promote repair as a remedy, Article 120, Section 1, extends the liability period by 12 months, which will be added to the remaining liability period of the good for those cases where repair is chosen as a measure to restore the conformity of the good. Such an extension shall apply only once. Information on this extension of the liability period shall be provided by the trader to the consumer before the consumer exercises their right to replacement or repair under the legal regime for bringing goods into conformity set out in Article 118, Section 1. In the same sense, during the repair, a replacement good may be provided free of charge to the consumer. Where replacement is chosen as the means of remedying the lack of conformity of a good, a reconditioned good may be provided at the express request of the consumer.

Article 127a already dealt with the legal regime governing repairs and after-sales services. The aim now is to advance its regulation from the perspective of harmonised European law, which will provide greater legal certainty to the intra-Community market since contracts in this area are currently benefiting from the boom in distance selling. Accordingly, the 10-year period for the availability of spare parts from the date on which the good ceases to be manufactured is maintained, without prejudice to the periods that may be established in the Union legal acts listed in Annex II to Directive (EU) 2024/1799 of 13 June 2024.

In order to avoid overburdening manufacturers and to ensure that they can fulfil their repair obligation, this obligation is limited to those goods for which European Union legal acts establish repairability requirements, and to the extent that such requirements are established. In any case, repairs arising from the above shall be carried out in accordance with the conditions set out in Section 3 of Article 127a.

Section 4 of Article 127a introduces a new feature into the legal regime governing repair, in that the obligation to provide the repair must also apply in cases where the manufacturer is established outside the European Union. Thus, in order for consumers to be able to turn to an economic operator established in the European Union to comply with this obligation, a sequence of alternative economic operators is established which must comply with the manufacturer's repair obligation in such cases.

Article 3 develops a new system for financing the repair of goods, as a measure to promote repairs provided for in Article 13 of Directive (EU) 2024/1799, of 13 June 2024. These financing schemes for the repair of goods, which have a long tradition in comparative law, aim to encourage the repair of damaged or broken goods once the legal guarantee period or commercial durability period has expired, rather than replacing them by purchasing new goods, thus extending their useful life and contributing to a circular economy model. Producers and, where applicable, authorised representatives, importers or distributors will contribute to this system of partial financing of repairs, which decreases over time and is limited to a period of four years after the expiry of the legal or commercial guarantee of the good.

These forms of co-financing or support for repairs have proven to be a useful tool in comparable countries, in order to incentivise such repairs and extend the useful life of goods.

In France, since December 2022, direct discounts are offered in certified workshops (*QualiRepar* label) for the repair of goods such as household appliances, clothing and footwear. This system is financed by Extended Producer Responsibility (EPR) fees paid by manufacturers. In Austria, since 2022, vouchers have been offered nationwide covering 50 % of the cost of repairing electrical and electronic equipment, up to a maximum of EUR 200 (R*Reparaturbonus*). This programme, which started in the city of Graz in 2017 and expanded after a successful pilot in Vienna, was used more than 525 000 times in its first year. Another similar experience occurred in Germany, where the state of Thuringia offered a subsidy between 2021 and 2022 that covered 50 % of repair costs, with a cap of EUR 100 per person per year. This programme also made it possible to cover the cost of spare parts for use in *Repair Cafés*.

The way in which these funds are financed varies greatly, ranging from direct financing by manufacturers in the French model to financing by the government in the Austrian model. In particular, in the Austrian model, the programme has a total budget of EUR 254 million, of which EUR 130 million comes from the European

NextGenerationEU fund, intended for the post-COVID-19 recovery. The remaining EUR 124 million is provided by the Austrian Federal Government. This joint financing is part of Austria's National Recovery and Resilience Plan.

After assessing the different financing models, the private financing model is considered to be the most suitable for the purposes sought here, since, in addition to its direct effects on household finances, it generates business incentives for the manufacture of goods that are more durable or easier to repair. It also has a long-term outlook that other financing models linked to specific temporary programmes do not have.

In this regard, it has been decided to provide financing of at least 20 % of the final repair price, decreasing over time to 5 % in the fourth year, which would be reflected directly in the invoice received by the customer. It would also apply to any repair of goods included in Annex II of Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024, carried out by repairers registered on the European online platform. This is intended to ensure the effective implementation of the measure, while overcoming certain problems that the French system has observed since its introduction, such as the complexity and administrative burden imposed on repairers, who must obtain the *QualiRépar* certification, which excludes many small and medium-sized enterprises, as well as the lack of participation of large chains, which consider such repairs to be in competition with their own repair services or extended warranties.

The model provided for in Article 3, which applies to all repairers registered on the platform, aims to overcome these difficulties, since all repairers would operate under competitive conditions in a market characterised by greater transparency, and market entry would be straightforward for new operators and small and medium-sized enterprises. However, in order to avoid potential deviations from the objectives pursued by this financing system, the repairer must ensure that the characteristic of the defect in the good is due to its ordinary and foreseeable use.

As regards the total amount of funding, economic factors relating both to production and household expenditure have been taken into account. On the one hand, it should be noted that, in applying the regulations currently in force, whereby, within the legal warranty period for goods, a business may only refuse to repair a good instead of replacing it when repair is impossible or the cost of repair is disproportionate (Article 118 of the TRLGDCU), the 50 % rule is usually applied, whereby if the repair costs more than 50 % of the value of a new good, it is considered disproportionate.

On the other hand, it should be noted that, according to data from the European Commission contained in the Impact Assessment accompanying the proposal for Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024, users consider it acceptable to pay around 20 % of the original purchase price for repairs, ranging from 17 % to 27 % depending on the type of good. Above these thresholds, they tend to purchase a new good.

Consequently, it is considered necessary to apply a co-financing model that bridges the gap between the costs that consumers are willing to bear to repair a good (between 17 % and 27 % of the price of a new good) and the repair cost that businesses generally consider economically proportionate (50 % of the new price). However, in order to avoid excessive costs for repairs that may not be economically viable, the maximum amount of co-financing is limited to 50 % of the market sale price of a new good.

The final part of the Sustainable Consumption Law concludes with two additional provisions, a single repealing provision and seven final provisions, which conclude the content of the Law by regulating various issues that are connected to it.

In order to encourage repair, the first additional provision addresses the European Online Platform for repair (hereinafter referred to as the ‘European online platform’). The European online platform includes national sections based on a common online interface and includes links to national online repair platforms. In our country, we have opted for a national section that allows consumers or users to find not only repairers, but also sellers of reconditioned goods, purchasers of defective goods for refurbishment or participatory repair initiatives. The Ministry responsible for consumer affairs will act as the national contact point between the national section and the European online platform where the latter is integrated, it being the responsibility of the autonomous communities to monitor, within their territorial jurisdiction, repairers, sellers of reconditioned goods, purchasers of defective goods for reconditioning, and participatory repair initiatives.

In accordance with the provisions of Recital 26 of Directive (EU) 2024/1799 and in order to ensure the professionalisation of the repair sector, it is envisaged that specific proportional conditions will be established by ministerial order for repairers to access the Spanish section of the platform, in order to provide adequate protection of the rights of consumers who use the platform.

For its part, the second additional provision seeks to ensure the applicability of all measures contained in this law that may affect the freedom of prices in air transport with respect to European Union law, providing for their application to the air transport sector after express endorsement by the European Commission.

The single repealing provision repeals all provisions of equal or lower rank that are contrary to this law.

The first final provision addresses measures in the field of advertising, providing that the advertising of fossil fuels shall be considered unlawful under the terms established in Law 34/1998 on General Advertising. In this regard, this law is amended to add a new scenario that will be considered as unlawful advertising: the aforementioned advertising of fossil fuels, which aims to prevent consumers from purchasing products or services based on fossil fuels such as coal or oil that contribute to increasing greenhouse gas emissions and air pollution.

With regard to the advertising of fossil fuels or fossil fuel-intensive products and services, advertising is prohibited for those products and services whose use or enjoyment by the end consumer relies exclusively on fossil fuels and for which less polluting alternatives exist. Consequently, this prohibition would not cover commercial communications relating to products and services that only partially use fossil fuels; those relating to products and services that use only fossil fuels but do not have a less polluting alternative; those relating to permanent regular public transport services and general road passenger transport services operated by the public Authorities; or commercial communications that do not refer to a specific product or service.

The inclusion of a measure limiting the advertising of products and services that operate exclusively on fossil fuels seeks to consistently support efforts towards a sustainable energy transition. Although these products have played an important role in economic and social development, it is necessary to begin reviewing the way in which they are promoted, especially in a context where cleaner and more efficient alternatives are being actively promoted. This measure is not intended to abruptly discourage their use, but rather to encourage a gradual change in perception and in consumption decisions.

In addition, advertising has a significant influence on people's habits and aspirations. It is therefore reasonable for advertising space to reflect the environmental commitments that are being made under public policies. By setting certain limits on the promotion of emission-intensive products, the aim is to foster an environment that is more conducive to the development of sustainable technologies, without disproportionately affecting productive sectors or citizens' freedom of choice. It is therefore a question of moving towards commercial communication that is more in line with sustainability objectives.

In any case, it should be noted that this measure has already been partially anticipated by the automotive sector, for example, which is one of the sectors that would be affected. The most recent academic study (Bonales-Daimiel, G., Giraldo-Dávila, A. and Gil-Jerez, M. [2024], *Sustainability as a brand value in automotive advertising in Spain*) conducted on 1 438 digital creatives shows that advertising for alternative vehicles (electric, hybrid or gas) already accounts for 45 % of the total, thus approaching half of the advertising investment in the automotive sector, compared to the 55 % that still promotes fossil fuel combustion models.

Similar measures are beginning to be implemented in comparable countries. In France, under its Climate and Resilience Law adopted in 2021 (*Loi no. 2021-1104 du 22 août 2021 portant lutte contre le dérèglement climatique et renforcement de la résilience face à ses effets [Law No 2021-1104 of 22 August 2021 on combating climate change and strengthening resilience to its effects]*), advertising for the most polluting energy products, such as coal, is prohibited and progressive restrictions are put in place for other fossil fuels. Specifically, Article L229-61 prohibits advertising relating to the marketing or promotion of fossil fuels, with exceptions for fuels containing at least 50 % renewable energy, as well as advertising of vehicles that use fossil fuels from 1 January 2028. A decree by the Council of State must specify the list of fossil fuels and the vehicles affected by the ban and the rules applicable to renewable energies incorporated into fossil fuels. Similarly, some European cities have begun to restrict this type of advertising in their public spaces. In December 2020, the Municipality of Amsterdam passed a motion to prohibit the advertising of fossil fuel products and services in public spaces. As a first step, in May 2021, a ban on advertisements for fossil fuel-intensive products and services, such as air travel and fossil fuel-intensive vehicles, was implemented in the city's underground stations.

For its part, the second final provision deals with the amendment of the Trade Register Regulation, specifically Article 406 thereof, on the prohibition of misleading names, in order to prevent the inclusion in the names of companies and other registrable entities of any term or expression that might mislead or create confusion in the course of trade as to the very identity of the company or entity itself, the type or nature of the company or entity, or its environmental performance.

This amendment is considered necessary for the full transposition of Directive (EU) 2024/825 of 28 February 2024, specifically in relation to the prohibition of the use of generic environmental claims.

Specifically, the directive defines an ‘environmental claim’ as:

*any message or representation which is not mandatory under European Union or national law, in any form, including text, pictorial, graphic or symbolic representation, such as labels, **brand names, company names or product names**, in the context of a commercial communication, and which indicates or implies that a product, product category, **brand or trader has a positive or zero impact on the environment or is less harmful to the environment than other products, product categories, brands or traders, or has improved its impact over time*** (emphasis added)

For its part, the directive prohibits generic environmental claims, understood as ‘any environmental claim made in written or oral form, including through audiovisual media, that is not included on a sustainability label and where the specification of the claim is not provided in clear and prominent terms on the same medium’.

Therefore, in order to fully transpose the legislation, it is considered necessary to include in the rules governing names the possibility of highlighting their potentially misleading nature by means of the use of generic environmental claims.

To this end, the use of concepts such as ‘environmental impact’ or ‘environmental performance’ has been considered appropriate to summarise the wording of the regulations, which identifies these claims as those suggesting that a business ‘has a positive or zero impact on the environment or is less harmful to the environment than other products, product categories, brands or traders, or has improved its impact over time'.

These provisions are already in place in comparable economies, which prohibit the use of brands or trade names that could mislead consumers about the environmental performance of the business or brand as a whole. *Thus, the guide on environmental claims published by the UK Competition and Markets Authority (CMA)* (*Green Claims Code: Making environmental claims on goods and services*) expressly provides that, although environmental claims may be made in brands, logos, product names or slogans, these claims must also comply with consumer protection regulations and must not mislead consumers. For their part, the *Green Guides* of the *Federal Trade Commission* (FTC), formally called *Guides for the Use of Environmental Marketing Claims* (16 CFR Part 260), prohibit the misleading use of claims such as 'eco-friendly' or 'green' in brands and names, unless supported by adequate scientific evidence.

The third final provision refers to the safeguarding of the legal status of certain regulatory provisions.

The fourth final provision covers the incorporation of European Union law into Spanish law. Specifically, this concerns Directive (EU) 2024/825 of 28 February 2024 and Directive (EU) 2024/1799 of 13 June 2024, which also determine the entry into force provided for in the seventh final provision for Articles One, Two, and Three.

The fifth final provision empowers the Government to approve any provisions necessary for the development, implementation and enforcement of the law, and the sixth final provision refers to the constitutional powers under which this regulation is issued.

3. LEGAL ANALYSIS

3.1. Legal basis and rank

The preliminary draft law is approved in compliance with the provisions of Article 51 of the Spanish Constitution, which mandates that public authorities must guarantee the protection of consumers and users, safeguarding their health, safety and legitimate economic interests by means of effective procedures. The proposed reform is carried out by means of an ordinary law, as it does not regulate matters reserved for an Organic Law (Article 81, Section 1, of the Spanish Constitution) and because it implements mandates contained in Article 51 of the Spanish Constitution, which form part of the *guiding principles of social and economic policy* contained in Chapter Three of Title I, Articles 39 to 52.

The regulation develops consumer rights and introduces obligations for economic operators in the context of their relations with consumers, which is why a regulation with legal status is considered to be the appropriate regulatory vehicle to regulate these aspects.

In addition, amendments deriving from Directive (EU) 2024/1799 and Directive (EU) 2024/825 are introduced into the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007, in the terms set out above, as well as into Law 3/1991 of 10 January 1991 on Unfair Competition. Therefore, the status of the preliminary draft is appropriate when amending legislation having the force of law.

In view of its regulatory status, all the procedural steps provided for in Article 26 of Law 50/1997 of 27 November 1997 on the Government, shall be completed.

The tables of correspondence between the provisions of the Directives and those of the preliminary draft law are attached below in order to facilitate the assessment of the correct transposition of the directives.

TABLE OF CORRESPONDENCE OF ARTICLES

Directive (EU) 2024/825 of the European Parliament and of the Council of 28 February 2024 amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and through better information.

Directive (EU) 2024/825 of the	Sustainable Consumption Law	Law 3/1991 of 10 January

European Parliament and of the Council of 28 February 2024 amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and through better information.		**1991 on Unfair Competition (hereinafter, LCD [Ley de competencia desleal]) Consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007, (hereinafter, TRLGDCU)**
Article 1. Amendment of Directive 2005/29/EC		
New Article 2, Letter c) a	Article Two. Point Eleven	Article 6 TRLGDCU Article 59a, Section 2, TRLGDCU
New Article 2, Letter o)	Article One. Point One	Article 5, Section 4, LCD
New Article 2, Letter p)	Article One. Point Three	Article 27, Section 11, Letter a), LCD
New Article 2, Letter q)	Article One. Point Two	Article 21, Section 2, Letter b), LCD
New Article 2, Letter r)	Article One. Point Two	Article 21, Section 2, Letter b), LCD
New Article 2, Letter s)	Article One. Point Three	Article 27, Section 11, Letter a), LCD
New Article 2, Letter t)	Article One. Point One	Article 5, Section 1, Letter b), LCD
New Article 2, Letter u)	Article One. Point Three	Article 27, Section 11, Letter e), LCD
New Article 2, Letter v)	Article One. Point Three	Article 27, Section 11, Letter k), LCD
New Article 2, Letter w)	Article One. Point Three.	Article 27, Section 11, Letter f), LCD
Amendment Article 6, Section 1, Letter b)	Article One. Point One	Article 5, Section 1, Letter b), LCD
New Article 6, Section 2, Letter d)	Article One. Point One.	Article 5, Section 4, LCD
New Article 6, Section 2, Letter e)	Article One. Point One.	Article 5, Section 5, LCD
New Article 7, Section 7	Article Two. Point Four.	Article 20.5 TRLGDCU
<u>Amendment of Annex to Directive 2005/29/EC</u>:		
New Point 2a	Article One. Point Two	Article 21, Section 2, Letter b), LCD
New Point 4a	Article One. Point Three	Article 27, Section 11, Letter a), LCD
New Point 4b	Article One. Point Three	Article 27, Section 11, Letter b), LCD

New Point 4c	Article One. Point Three	Article 27, Section 11, Letter c), LCD
New Point 10a	Article One. Point Three	Article 27, Section 1, LCD
New Point 23d	Article One. Point Three	Article 27, Section 11, Letter e), LCD
New Point 23e	Article One. Point Three	Article 27, Section 11, Letter f), LCD
New Point 23f	Article One. Point Three	Article 27, Section 11, Letter g), LCD
New Point 23g	Article One. Point Three	Article 27, Section 11, Letter h), LCD
New Point 23h	Article One. Point Three	Article 27, Section 11, Letter i), LCD
New point 23i	Article One. Point Three	Article 27, Section 11, Letter k), LCD
New Point 23j	Article One. Point Three	Article 27, Section 11, Letter l), LCD
Article 2. Amendment of Directive 2011/83/EU		
New Article 2, Section 14a	Article Two. Point Three	Article 59a, Section 1, Letter q), TRLGDCU
New Article 2, Section 14b	Article Two. Point Three	Article 59a, Section 3, Letter d), TRLGDCU
New Article 14c		Article 5 TRLGDCU
New Article 14d	Article Two. Point Three	Article 59a, Section 1, Letter u) TRLGDCU
New Article 14e	Article Two. Point Three	Article 59a, Section 1, Letter a) TRLGDCU
Amendment of Article 5, Section 1, Letter e)	Article Two. Point Fourteen	Article 60.2, Letter e), Section 1, TRLGDCU
New Article 5, Section 1, Letter e) a	Article Two. Point Fourteen	Article 60, Section 2, Letter e), Item 2, TRLGDCU
New Article 5, Section 1, Letter e) b	Article Two. Point Fourteen	Article 60, Section 2, Letter e), Item 3, TRLGDCU
New Article 5, Section 1, Letter e) c	Article Two. Point Fourteen	Article 60, Section 2, Letter e), Item 4, TRLGDCU
New Article 5, Section 1, Letter e) d	Article Two. Point Fourteen	Article 60, Section 2, Letter f) TRLGDCU
New Article 5, Section 1, Letter i)	Article Two. Point Fourteen	Article 60, Section 2, Letter m) TRLGDCU
New Article 5, Section 1, Letter j)	Article Two. Point Fourteen	Article 60, Section 2, Letter n) TRLGDCU
Amendment to Article 6, Section 1,Letter g)	Article Two. Point Fifteen	Article 97, Section 1, Letter h) TRLGDCU
Amendment Article 6, Section 1, Letter l)	Article Two. Point Fifteen	Article 97, Section 1, Letter n), Item 1, TRLGDCU
New Article 6, Section 1, Letter l) a	Article Two. Point Fifteen	Article 97, Section 1, Letter n), Item 2, TRLGDCU
New Article 6, Section 1, Letter l) b	Article Two. Point	Article 97, Section 1, Letter n),

	Fifteen	Item 3, TRLGDCU
New Article 6, Section 1, Letter l) c	Article Two. Point Fifteen	Article 97, Section 1, Letter ñ), TRLGDCU
New Article 6, Section 1, Letter u)	Article Two. Point Fifteen	Article 97, Section 1, Letter w) TRLGDCU
New Article 6, Section 1, Letter v)	Article Two. Point Fifteen	Article 97, Section 1, Letter x), TRLGDCU
Amendment of Article 8, Section 2	Article Two. Point Sixteen	Article 98. 2 TRLGDCU
New Article 22a		
Article 22a, Section 1	Article Two. Point Three Article Two. Point Three	Article 18, Section 2, Letter g) and Article 59a, Letters b) and n) TRLGDCU
Article 22a, Section 2	Mandate to the Commission No transposition required	
Article 22a, Section 3	Mandate to the Commission No transposition required	
Article 22a, Section 4	Mandate to the Commission No transposition required	
Article 22a, Section 5	Mandate to the Commission No transposition required	
Article 22a, Section 6	No transposition required	
New Article 27a		
Article 27a, Section 1	No transposition required	
Article 27a, Section 2	No transposition required	
Article 3. Information from the Commission and review	No transposition required	
Article 4 Transposition		
Article 4, Section 1	Seventh final provision	
Article 4, Section 2	No transposition required	
Article 5. Entry into force	No transposition required	
Article 6 Addressees	No transposition required	

TABLE OF CORRESPONDENCE OF ARTICLES

Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024 on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828.

Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024 on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828	Sustainable Consumption Law	Consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007 of 16 November 2007, (hereinafter, TRLGDCU) Civil Procedure Act (hereinafter, LEC)
Article 1. Subject matter, purpose and scope of application		
Article 1, Section 1	No transposition required	
Article 1, Section 2	No transposition required	
Article 3	Article Two. Point Nineteen.	Article 127a, Section 2, TRLGDCU
Article 4	No transposition required	
Article 2. Definitions		
Article 2, Section 1		Article 3 TRLGDCU
Article 2, Section 2	Article Two. Point Thirteen.	Article 59a, Section 1, Letter x), TRLGDCU
Article 2, Section 3	Article Two. Point Thirteen.	Article 59a, Section 1, Letter w), TRLGDCU
Article 2, Section 4		Article 4 TRLGDCU
Article 2, Section 5	Article Two. Point Thirteen.	Article 59a, Section 1, Letter ñ), TRLGDCU
Article 2, Section 6	Article Two. Point Thirteen.	Article 59a, Section 1, Letter y), TRLGDCU
Article 2, Section 7	Article Two. Point Thirteen.	Article 59a, Section 1, Letter r), TRLGDCU
Article 2, Section 6	Article Two. Point Thirteen.	Article 59a, Section 1, Letter k), TRLGDCU
Article 2, Section 9		Article 6 TRLGDCU Article 59a, Section 2,

		TRLGDCU
Article 2, Section 10	Article Two. Point Thirteen.	Article 59a Section 1, Letter v) TRLGDCU
Article 2, Section 11	Article Two. Point Thirteen.	Article 59a, Section 1, Letter z), TRLGDCU
Article 2, Section 12		Article 59a, Section 1, Letter ac), TRLGDCU
Article 3. Harmonisation	No transposition required	
Article 4. European repair information form		Article 127b, TRLGDCU
Article 4, Section 1	Article Two. Point Twenty-one	Article 127b, Section 1, TRLGDCU
Article 4, Section 2	Article Two. Point Twenty-one	Article 127b, Section 1, TRLGDCU
Article 4, Section 3	Article Two. Point Twenty-one	Article 127b, Section 2, TRLGDCU
Article 4, Section 4	Article Two. Point Twenty-one	Article 127b, Section 1, and Annex IV, TRLGDCU
Article 4, Section 5	Article Two. Point Twenty-one	Article 127b, Section 3, TRLGDCU
Article 4, Section 6	Article Two. Point Twenty-one	Article 127b, Section 4, TRLGDCU
Article 5. Repair obligation		
Article 5, Section 1	Article Two. Point Twenty	Article 127a 2 TRLGDCU
Article 5, Section 2	Article Two. Point Twenty	Article 127a 3 TRLGDCU
Article 5, Section 3	Article Two. Point Twenty	Article 127a 4 TRLGDCU
Article 5, Section 4	Article Two. Point Twenty	Article 127a 5 TRLGDCU
Article 5, Section 5	Article Two. Point Twenty	Article 127a 5 TRLGDCU
Article 5, Section 6	Article Two. Point Twenty	Article 127a 6 TRLGDCU
Article 5, Section 7	Article Two. Point Twenty	Article 127a 2 TRLGDCU
Article 5, Section 8	Article Two. Point Twenty	Article 127a 7 TRLGDCU
Article 5, Section 9	Mandate to the Commission No transposition required	
Article 6. Information on the obligation to repair		
Article 6	Article Two. Point Twenty	Article 127a. 8 TRLGDCU
Article 7. European Online Platform on Repairs		

Article 7, Section 1	First Additional Provision. Point 1	
Article 7, Section 2	Mandate to the Commission No transposition required	
Article 7, Section 3	First Additional Provision. Point 1	
Article 7, Section 4	First Additional Provision. Point 1	
Article 7, Section 5	First Additional Provision. Point 1	
Article 7, Section 6	No transposition required	
Article 7, Section 7	No transposition required	
Article 7, Section 8	First Additional Provision, Point 5	
Article 8. Group of experts	Mandate to the Commission No transposition required	
Article 9. National contact points		
Article 9, Section 1	First Additional Provision. Point 3	
Article 9, Section 2	At the discretion of the Member States. Not exercised.	
Article 9, Section 3	At the discretion of the Member States. Not exercised.	
Article 9, Section 4	First Additional Provision. Point 4	
Article 10. Measures for micro-enterprises and small and medium-sized enterprises	Mandate to the Commission No transposition required	
Article 11. Ensuring compliance		
Article 11, Section 1	Article Three	
Article 11, Section 2		Article 37, Letter c), TRLGDCU Article 11 of the Civil Procedure Act
Article 12. Informing the consumer	First Additional Provision. Point 5	
Article 13. Measures by Member States to promote repair		
Article 13, Section 1	Article Three	
Article 13, Section 2	No transposition required.	
Article 14. Mandatory nature		

Article 14, Section 1		Article 86, Section 7, TRLGDCU
Article 14, Section 2	No transposition required	
Article 15. Sanctions		Article 47, Section 1, Letter e); Article 48, Section 2, Letter b) and Article 49, Section 1, Letter b), TRLGDCU
Article 16. Amendment of Directive (EU) 2019/771		
Amendment to Article 7, Section 1, Letter d)	Article Two. Point Seventeen	Article 115b, Section 1, Letter d), TRLGDCU
New Article 10, Section 2a	Article Two. Point Nineteen	Article 120, Section 1, TRLGDCU
Amendment to Article 10, Section 3,	No transposition required	
New Article 10, Section 5a	No transposition required	
New Article 13, Section 2a	Article Two. Point Eighteen	Article 118, Section 1, TRLGDCU
Amendment to Article 14, Section 1,	Article Two. Point Eighteen	Article 118, Section 4, Letters d) and e), TRLGDCU
Article 17. Amendment of Directive (EU) 2020/1828	No transposition required	
Article 18. Amendment of Regulation (EU) 2027/2394	No transposition required	
Article 19. Information from the Commission and review	Mandate to the Commission. No transposition required.	
Article 20. Exercise of Delegation	No transposition required	
Article 21. Transitional provisions	Seventh final provision	
Article 22. Transposition.	Seventh final provision	
Article 23. Entry into force.	No transposition required.	
Article 24. Addressees.	No transposition required.	
Annex I European Repair Information Form	Article Two. Point Twenty-two	Annex IV TRLGDCU
Annex II List of Union legal acts establishing repairability requirements	Article Two. Point Twenty	Article 127a, Section 1, TRLGDCU

Principles of good regulation

The preliminary draft is in line with the principles of good regulation of Article 129 of Law 39/2015 of 1 October 2015 on the Common Administrative Procedure for Public Administrations, and in particular those of necessity, effectiveness, proportionality, legal certainty, transparency and efficiency.

Thus, the **principles of necessity and effectiveness** are fulfilled, insofar as it responds to an objective of general interest and the approval of a law is necessary as the instrument to achieve the desired end and to modify other regulations of the same rank.

The **principle of proportionality is also complied with,** since the regulation contains the minimum necessary to achieve the above-mentioned objectives and there are no other measures that are less restrictive of rights, or that impose fewer obligations on the addressees, in order to achieve those objectives.

With regard to the **principle of legal certainty,** the draft legislation is guaranteed to be consistent with the rest of the national legal system, as well as with that of the European Union, and provides the appropriate framework for moving towards a sustainable consumption model.

With regard to the principle of **transparency,** this was ensured during the drafting of the preliminary draft law by publishing it, along with its Regulatory Impact Analysis Report, on the website of the Ministry of Social Rights, Consumer Affairs and Agenda 2030, so that the text could be made available to the public during the public hearing and information process. Prior to the drafting of this regulation, a public consultation was carried out, as indicated in Article 26, Section 2, of Law 50/1997 of 27 November 1997 on the Government.

Finally, with regard to the principle of **efficiency,** the burdens imposed by the regulation are those that are essential to achieving the objectives sought. In other words, the regulation generates the lowest possible administrative burdens for the persons concerned, as well as the lowest associated costs.

3.2. Regulations that are repealed

Any provisions of an equal or lower rank that conflict with this law are thereby repealed.

3.3. Entry into force

This law shall enter into force 20 days after its publication in the Official State Gazette, except for the regulations specified below:

a) Sections 1, 2 and 3 of Article One, and Sections 3 and 4 in reference to Article 20, Section 5; Section 13 in reference to Article 59a, Section 1, Letters a), b), n), q) and u), and Article 59a, Section 3; Sections 14, 15 and 16 of Article Two, which shall enter into force on 27 September 2026.

b) Sections 13, in reference to Article 59a, Section 1, Letters k), ñ), r), v), w), x), y) and z); Sections 17, 18, 19, 20, 21 and 22 of Article Two, which shall enter into force on 31 July 2026.

c) The amendments set out in Article Two, Sections 1, 18 and 19, shall not apply to contracts entered into before 31 July 2026.

d) Article Three, which shall enter into force three months after the launch of the Spanish section of the European Online Platform on Repairs.

4. DESCRIPTION OF THE PROCEDURE

4.1. Prior public consultation procedure

In accordance with the provisions of Article 133 of Law 39/2015 of 1 October 2015 on the Common Administrative Procedure of Public Administrations, in relation to Article 26 of Law 50/1997 of 27 November 1997 on the Government, the Public Consultation procedure was documented through the website of the Ministry, from 15 March 2024 until 30 March 2024.

This consultation indicated that the preliminary draft would transpose three EU directives into Spanish law:

1) Directive (EU) 2024/825 of the European Parliament and of the Council of 28 February 2024 amending Directives 2005/29/EC and 2011/83/EU as regards

empowering consumers for the green transition by means of better protection against unfair practices and by means of better information.

2) Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024 on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828.

3) Directive on environmental claims (in process).

Individuals, consumer associations, non-governmental organisations, businesses and business organisations participated in the public consultation, with a total of 31 written comments received.

The content of the consultation and the details of the contributions are set out in Annex I to this Regulatory Impact Analysis Report.

4.2. Public hearing and information procedure

During the processing of this preliminary draft law, the public hearing and information procedure was carried out in accordance with Article 26, Section 6, of Law 50/1997 of 27 November 1997, between 4 July and 31 August 2025.

Private individuals, consumer associations, non-governmental organisations, businesses, business organisations and autonomous communities participated in the public hearing and information process, with a total of 249 written comments received.

4.3. Reports received

On 23 December 2025, the following reports were requested:

- Technical General Secretariat of the Ministry of Social Rights, Consumer Affairs and 2030 Agenda, as the proposing Ministry.
- Ministry of Economy, Trade and Business.
- Ministry for the Ecological Transition and the Demographic Challenge.

- Ministry of Territorial Policy and Democratic Memory.
- Ministry of Finance.
- Ministry of Transport and Sustainable Mobility.
- Ministry of Industry and Tourism.
- Ministry of Agriculture, Fisheries and Food.
- Ministry of the Presidency, Justice and Relations with the Courts.
- Ministry of Culture.
- Spanish Data Protection Agency.
- Prior approval by the Ministry for Digital Transformation and the Civil Service (Article 26, Section 5, of Law 50/1997 of 27 November 1997 on the Government)
- Regulatory Coordination and Quality Office.
- Spanish Council for Consumers and Users.
- National Commission for Markets and Competition.
- the Spanish Federation of Municipalities and Provinces (FEMP).

On 26 December 2025, a report was requested from the autonomous communities and cities of Ceuta and Melilla, through the Sectoral Conference on Consumer Affairs.

The following reports have been received:

- Ministry of Culture, dated 19 January 2026.
- Ministry of Finance, dated 28 January 2026.
- Ministry of Industry and Tourism, dated 29 January 2026.
- Ministry of Territorial Policy and Democratic Memory, dated 29 January 2026.

The following autonomous communities have issued reports:

- Rioja, dated 30 December 2025.
- Community of Madrid, dated 13 January 2026.
- Balearic Islands, dated 13 January 2026.
- Cantabria, dated 13 January 2026.
- Aragon, dated 13 January 2026.
- Extremadura, dated 14 January 2026.
- Castile and Leon, dated 14 January 2026.
- Galicia, dated 14 January 2026.
- Andalusia, dated 15 January 2026.

A report was received from the Consumers and Users Council, dated 22 January 2026.

The draft law will be subject to the procedure laid down by Directive (EU) 2015/1535 of the European Parliament and of the Council, of 9 September 2015, laying down a procedure for the provision of information in the field of technical regulations and of rules on information society services.

Likewise, an opinion will be obtained from the Council of State, pursuant to the provisions of Article 21, Section 2, of Organic Law 3/1980 of 22 April 1980.

5. IMPACT ANALYSIS

5.1. Compliance with the distribution of powers

The division of powers between the state and the autonomous communities in matters relating to the protection of consumers and users is not expressly defined in Articles 148 and 149 of the Spanish Constitution. It has therefore been established as a power that can be assumed by the autonomous communities in their statutes of autonomy, which they have accordingly done. Therefore, this is a power assumed by the autonomous communities by statute, in accordance with Article 149, Section 3, of the Constitution.

However, in accordance with the rulings of the constitutional court, such as the recent STC 72/2021 of 18 March 2021, the assumption of exclusive powers by the autonomous communities does not exclude the state's ability to influence the matter, given that statutory competence must be reconciled with those powers that may affect it and those reserved to the State under Article 149, Section 1, of the Spanish Constitution.

It is established doctrine that the exercise by the autonomous communities of their powers in the field of consumer and user protection must take into account the regulations relating to other matters that fall within the powers of the State. According to this constitutional doctrine (see, among other things, SSTC 26/2012 of 1 March 2012, FJ 3, and 102/2018 of 4 October 2018, FJ 3), autonomous community powers in the area of consumer protection cannot fail to be tempered by the discipline established by the State in the exercise of its own powers, which means that the powers assumed by the autonomous communities must respect the legitimate exercise of those of the state that are listed in Article 149, Section 1, of the Spanish Constitution.

Accordingly, the preliminary draft law is based on the following exclusive powers of the State provided for in Article 149, Section 1, Subsections 1 (equality of all Spaniards in the exercise of rights and in the fulfilment of constitutional duties), 6 (commercial legislation), 8 (basis for contractual obligations), 13 (basis and coordination of general economic activity planning), 23 (basic legislation on environmental protection).

The recognition and development of a genuine right to repair requires the state to regulate the basic conditions that guarantee its exercise under conditions of equality, within the meaning of Article 149, Section 1, Subsection 1, of the Spanish Constitution, with special regard to rights the right to enjoy an adequate environment provided for in Article 45.

The preliminary draft introduces a series of amendments to Law 3/1991 of 10 January 1991 on Unfair Competition. ‘Unfair competition’ is a matter reserved to the powers of the State. This is, in fact, the conclusion reached by application of Article 149, Section 1, of the Constitution, both in Subsections 6 and 8 thereof, which grant the State exclusive competence over ‘commercial legislation’ and the ‘bases of contractual obligations’ respectively, and in Subsection 13, which reserves to the State the ‘bases and coordination of general planning of economic activity’. This view is reinforced by reference to the doctrine of the constitutional court, according to which the implicit limit of the powers of the autonomous communities must be based on the need to guarantee the ‘unity of the market’ within national territory.

The preliminary draft also aims to have a cross-cutting impact on consumer protection policies in the context of the transition to a circular economy model based on sustainability parameters. At the same time, this makes it possible to contribute to sustainability objectives leading to better protection of the environment, and thus also to rely on state powers in relation to the environment (Article 149, Section 1, Subsection 23).

The preliminary draft law has taken into account the case law of the constitutional court regarding the powers of the state and the autonomous communities in matters of climate change and the environment, such as, for example, Judgment 15/2018, of 22 February 2018, Judgment 62/2018 of 7 June 2018, Judgment 64/2018 of 7 June 2018 and Judgment 87/2019 of 20 June 2019.

Judgments Nos 15/2018 and 62/2018 refer to these areas of competence and highlight that '*the convergence of these two areas of competence, in terms of the environment and the economy, is essential for the implementation of the principle of sustainable development in the fight against climate change by means of actions that promote low-carbon economic activity models in Spain. Both are also characterised by their cross-cutting nature'*.

5.2. Economic and budgetary impact

5.2.1. Effects on the economy as a whole

The measures to promote the repair of goods rather than their replacement, as set out in the preliminary draft, will result in lower sales for manufacturers and retailers. Consequently, businesses will see their revenues reduced due to unrealised sales of new goods and reduced production of new goods, although they will be able to offset part of this reduction in sales with the foreseeable increase in the marketing of spare parts. Similarly, this decline in turnover for manufacturers will be offset by economic growth in the repair sector, which will mainly benefit national small and medium-sized enterprises.

For this purpose, the European Commission estimates that the transposition of the Consumer Empowerment Directive will generate an aggregate cost for businesses of EUR 9.1–10.4 billion in the European Union between 2025 and 2040 (≈EUR 0.6–0.7 billion per year). The study estimates this effort at an average one-off expenditure of EUR 556–568 per business and a recurring operating cost of EUR 64–79 per year. In the case of SMEs, the range drops to EUR 525–536 initially and EUR 52–62 annually, while for large manufacturers it is around EUR 13 301–13 656 and EUR 4 919–6 965 respectively.

These additional costs for businesses will result from obligations to provide information on commercial durability guarantees, free updating periods for programs (software) and repairs. However, these should be limited and are not expected to negatively affect demand, especially since consumers will be more inclined to purchase goods that are more durable or easier to repair and for which accurate information is available.

In the specific case of Spain, if we take the weight of Spanish GDP in the EU-27 economy as a reference, the estimated cost to Spanish businesses would be between EUR 792 million and EUR 905 million in the period 2025–2040, which is equivalent to EUR 52.8–60.3 million per year if distributed evenly over 15 years.

In turn, for the aggregated benefits for consumers in the EU-27 over the same period (2025–2040), the Commission anticipates a significant increase in consumer welfare, estimated at a minimum of EUR 12.5 to EUR 19.4 billion, or between EUR 0.8 and EUR 1.3 billion per year. These savings would mainly come from the extension of the lifetime of goods and greater repairability, which would reduce the frequency of replacement purchases.

Beyond the aggregate effect, and as noted above, the cost impact on individual businesses is expected to be very limited. Given Spain's productive fabric, with a structure heavily focused on SMEs and micro-enterprises, the burden is spread across several thousand operators distributed throughout the territory, meaning that no single actor bears a heavy regulatory burden on its own.

This dispersion is already evident in the sectors most directly affected. The repair obligations referred to in Article 5 of Directive (EU) 2024/1799, as transposed by the Law, apply to the goods listed in Annex II thereto, specifically large household appliances (washing machines, washer-dryers, dishwashers, dryers), refrigerating appliances, electronic equipment (mobile phones, tablets, electronic displays, servers and data storage products), vacuum cleaners and welding equipment.

In 2022, the trade in electrical appliances in Spain reached an estimated total turnover of EUR 2.733 billion, representing around 0.20 % of GDP, with a total of 5 118 points of sale and 19 676 direct employees, in addition to 10 000 indirect jobs in logistics (FECE, 2023). The white goods sector dominated with EUR 1,721 million (62.99% of the total), followed by the brown goods sector with EUR 386 million (14.14%), IT, telecommunications and photography with EUR 267 million (9.78%), small household appliance with EUR 247 million (9.07%) and air conditioning with EUR 109 million (4.02%). The industrial base is equally varied: CNAE (Clasificación Nacional de Actividades Económicas [National Classification of Economic Activities]) 275

(‘Manufacture of domestic appliances’) registered 47 white goods manufacturers of a certain size with an aggregate turnover of around EUR 2.096 billion (Sector ranking of companies, eInforma), to which must be added around 50 local PAE (Puntos de Atención al Emprendedor) [Points of Attention for the Business Owner]) assemblers and dozens of importing brands (a total of 172 businesses according to the DIRCE (Directorio Central de Empresas [Central Business Directory]) statistical analysis, 2024).

Personal consumer electronics reinforce this mosaic: in 2024, 10.41 million smartphones were sold in Spain, with an average price of EUR 316, equivalent to revenues of EUR 3.29 billion (IT Reseller Tech & Consulting). The consumer electronics sector, particularly in the smartphone segment, has historically been characterised by rapid innovation cycles and frequent upgrades by consumers. The drive for durability, extended software support, mandatory repairs for certain devices, and the prohibition of updates that degrade performance creates direct tension with this established business model.

The annual turnover of smartphones, tablets and laptops is now the main driver of rapid replacement; a modest extension of the renewal cycle (for example, from 32 to 36 months) would already reduce the annual volume of new devices by several points without eliminating innovation disappearing, which would simply become more spaced out. Globally, the consumer electronics repair and maintenance market reached USD 145.47 billion in 2023 and is projected to grow at a compound annual growth rate (CAGR) of 6.4 % between 2024 and 2032 (S. Akre, 2025). Although these figures are global, they indicate the growth potential of the repair segment within the consumer electronics market, a market that will also be influenced by the new law in Spain.

In this sense, repair services constitute the winning side. At the same time, circular economy niches will emerge (remanufacturing of parts, extended warranty insurance, reverse logistics for collection-repair-return) that will retain added value within the territory and generate skilled local employment. The EU suggests an increase in the demand for repair services and indicates that a 1 % increase in the use of the maintenance and repair sectors could generate an effect of EUR 6.3 billion for the EU. Furthermore, these services in Spain are largely provided by SMEs, as suggested by

DIRCE data (specifically, of the 26 928 businesses registered in the CNAE-95 for the repair of computers, personal effects and household items, more than 99 % are SMEs).

According to data from the European Commission, when a product breaks down within the legal warranty period, 64 % of consumers opt for a free replacement and only 32 % request a repair; the remaining 4 % do not know which remedy to choose. Replacement decisions have a direct economic cost. Only the group of 'reluctant replacers' (those who try to repair but end up replacing, accounting for 9.2 % according to Commission data) generates a market failure valued at EUR 5.1 billion per year; projected over 15 years, this equates to at least EUR 62 billion and could reach EUR 307 billion according to the most realistic scenarios. One of the key reasons is price: users find it acceptable to pay for the repair around 20 % of the original purchase price; above that threshold they tend to purchase a new good.

In light of this issue, the package of options to promote repair included directly in Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024, would generate substantial economic benefits. For consumers, total savings of EUR 176.5 billion are estimated over 15 years, which translates into about EUR 25 in savings per consumer per year. Companies would benefit from savings in production costs of EUR 15.6 billion by avoiding the replacement of some defective goods with new ones. In turn, growth and investment (gross value added for retailers, producers and repairers in Europe) of EUR 4.8 billion is forecast. The monetised environmental benefits from these measures total EUR 4.9 billion over 15 years, broken down into CO_2 savings of 18.5 million tonnes (equivalent to EUR 3.3 billion), resource savings of 1.8 million tonnes (equivalent to EUR 1.1 billion) and waste savings of 3 million tonnes (equivalent to EUR 493.4 million). In the social sphere, a net positive impact on employment is expected, with the creation of more than 8 872 jobs, corresponding to around EUR 3.3 billion in personnel costs.

Extrapolating these data to the Spanish case, Spanish consumers could experience total savings of approximately EUR 15.3555 billion, which, maintaining a proportion similar to the European average, would result in approximately EUR 25 in savings per consumer per year. This freeing-up of expenditure will tend to be redirected towards other local goods and services (hospitality, leisure, culture), so that lower sales of new goods will be offset by an increase in demand for services and by the internal multiplier effect. Companies in Spain would benefit from a saving in production costs of around EUR 1.3572 billion by preventing the replacement of defective goods. In addition, a growth and investment (gross value added for traders, producers and repairers) in the country of around EUR 417.6 million would be projected.

The overall net balance is therefore projected to be slightly positive in the medium term: production and retail sales of new goods are contracting modestly, but a value chain of repair, upgrading and reuse is growing, creating more jobs per Euro billed and improving the trade balance by replacing imports.

With regard to SMEs, although they will also incur the aforementioned business costs, which will be proportionately higher for this type of business, the overall balance of costs and benefits of the measures is expected to be slightly beneficial for SMEs as a whole, since SMEs in the repair sector will benefit.

In addition to the impact of measures related to repairability arising from the transposition into Spanish law of Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024, the measure provided for in Article 3 of the preliminary draft law on the co-financing of repairs will also have an economic impact on manufacturers, repairers and consumers.

According to a study conducted by GFK for HomeServe by means of telephone interviews with a sample of 7 403 users (*Consumer study on home repairs*, GFK), the average cost of repairing an appliance in Spain was around EUR 108 in July 2021, around EUR 128 at present, taking into account the evolution of the CPI. Of these EUR 128, producers would bear 20 % of the final price, around EUR 25 per repair, progressively decreasing to 5 % in the fourth year after the end of the legal guarantee.

This average repair cost is similar to the subsidy granted in France for refrigerators and mobile phones, and is lower than the subsidy granted for the repair of washing machines, dishwashers or computers, which amounts to EUR 50. According to these figures, 574 163 subsidised repairs were recorded in France between the end of 2023 and the end of 2024.

Although no data is available on the total number of repairs carried out in Spain each year, a similar level to that in France can be expected. Although the model provided for in Article 3 of the preliminary draft law is more flexible than the French model, both from the point of view of consumers and of repair businesses, thereby allowing greater development to be expected, it should be borne in mind that this sector is more mature in France, with consumers more familiar with the culture of repair. This has been facilitated by a greater institutionalisation of repair in France, which was a pioneer in incorporating the repairability index in 2021.

Consequently, a conservative estimate of the application of this measure in Spain would place its cost for manufacturing businesses at around EUR 15 million per year, decreasing as the goods age. However, it should be borne in mind that this cost for businesses would be a direct benefit for consumers as well as, indirectly, an incentive for the growth and maturation of the repair sector, which is mainly represented by national small and medium-sized enterprises.

There is no economic evidence that in any of the countries where measures have been implemented to co-finance the repair of goods, regardless of whether the source of funding was public or private, a significant increase in the prices of new goods or a displacement of supply has occurred.

Although in countries such as France the financing of repair vouchers comes, in part, from the manufacturers themselves by means of Extended Producer Responsibility (EPR) mechanisms, their implementation has not led to a significant increase in the price of new goods. This is because the unit cost of the voucher represents a minimal fraction of the final price of the good and is diluted across large production volumes. Furthermore, the existence of the voucher introduces downward competitive pressure, as new goods must remain economically attractive compared to the repaired alternative.

On the other hand, there is no evidence of a shift in the supply of new goods towards countries without incentivised repair policies. This is explained by the progressive regulatory harmonisation at European level – which includes requirements on repairability, availability of parts and mandatory labelling – as well as by the strategic need for manufacturers to maintain market share and a reputation in sustainability. Rather than discouraging their presence, these measures have led many brands to adapt their offerings, incorporating more durable and repairable goods, and even positioning repairability as a commercial advantage – something which will be further incentivised with the incorporation of the repairability index provided for in the Ecodesign Regulation. All of this reinforces the feasibility of implementing a similar measure in Spain without any significant inflationary consequences or risk of supply leakage.

For its part, the measure aimed at limiting the resale price of tickets will also mean significant savings for households. According to information from market research and consulting company Verified Market Research (*Secondary Tickets Market Size, Potential, Market Share & Forecast*) the projected value of the ticket resale market in Europe will reach approximately EUR 7.769 billion by 2030, based on an estimate of EUR 1.817 billion in 2024. Given that Spain usually accounts for between 10 % and 15 % of the European secondary ticket market, the value of this sector in Spain will grow from EUR 322 million in 2024 to EUR 932.3 million per year in 2030. With the limitation of resale prices by businesses, a very significant portion of this amount would remain available for household spending by, rather than being directed towards an unproductive activity that does not add value.

With regard to the new obligations to inform consumers at the point of sale about the practice known as 'shrinkflation', it is not considered that these will have a significant impact on the information costs already borne by the distribution businesses, since they are already required to report at the point of sale on the final sale price and the price per unit of measurement. They must simply add to these cases, where applicable, additional information on the modification of the packaging characteristics resulting in an increase in the price per unit of measurement. These obligations shall also be limited in time to 90 days after the modification of the characteristics of the product.

Finally, regarding the restriction on advertising, and according to sectoral data from Infoadex, an auditing firm that monitors media space purchases in Spain, investment in the automotive sector rose from EUR 375.4 million in 2014 to EUR 411.4 million in 2015, growing to EUR 469.7 million in 2016. After reaching this peak, it fell to

EUR 353.3 million in 2024, representing an absolute decrease of EUR 116.4 million compared to 2016 and leaving the item below even the 2014 level. At the same time, the most recent academic study (Bonales-Daimiel, G., Giraldo-Dávila, A. and Gil-Jerez, M. [2024], Sustainability as a brand value in automotive advertising in Spain) on 1 438 digital creatives shows that advertising for alternative vehicles (electric, hybrid or gas) already accounts for 45 % of the total, thus approaching half of the total compared to 55 % that still promotes fossil fuel models, evidence that the 'green' narrative is gaining ground although it still coexists with the traditional narrative focused on performance and price.

Consequently, in the automotive sector, the measure would affect an annual advertising investment of around EUR 194 million. However, this would not have a direct effect of reserving these amounts for other activities, but would have a positive knock-on effect by encouraging brands to promote more sustainable products (electric cars, biofuels, etc.). Similarly, a structural change in the advertising market is foreseeable, requiring creative agencies, media and advertising spaces to adapt.

For its part, this measure is not expected to have a direct impact on sectors that directly market gas or oil products, as advertising investment in these sectors focuses on brand image or even innovative sustainable products, rather than fuels that are already well established in the market.

5.2.2. Effects on competition

Finally, from a competition point of view, the creation and implementation in Spain of the European Online Platform for repair provides the repair sector with a series of key pro-competitive tools that will help revitalise it. In particular, this greater pro-competitive transparency stems from the following elements:

- Reduction of search and information costs for consumers:

By concentrating the offering of repairers in a single portal – including their location, repair times, availability of temporary replacement parts, and terms of service – consumers will be able to quickly compare various options without having to search around. This greater transparency reduces informational asymmetries and encourages repairers to adjust prices and improve quality in order to attract customers.

- Facilitating access for new entrants and SMEs

The common interface and voluntary but accessible registration enable small workshops, participatory repair initiatives (repair cafés) or sellers of refurbished goods to make themselves known without major investments in marketing. By removing barriers to visibility, competition is fostered among more agile and specialised businesses.

- Boosting cross-border trade

With search functions that include cross-border services, the platform extends the reach of repairers beyond their national borders. This not only increases competition in saturated local markets, but can also create opportunities for collaboration and specialisation among Member States, particularly in relation to goods that may require more sophisticated repairs.

- Harmonisation of quality standards

By requiring repairers to comply with a series of specific conditions in order to access the Spanish section of the platform, in order to provide adequate protection of the rights of consumers who use the platform. Repairers will be incentivised to become certified or join voluntary quality schemes in order to differentiate themselves positively from the competition.

- Data generation and proactive regulation

The platform will collect non-personal data on the number of repairers and usage by consumers. This information will enable authorities and industry associations to monitor market developments, detect imbalances or unfair practices, and design support measures – such as training or financial assistance – aimed at improving competitiveness.

Together, these elements will contribute to a more transparent, dynamic and consumer-oriented repair ecosystem, boosting competition and innovation throughout the Single Market Space.

5.2.3. Analysis of regulatory impact on administrative burdens

The following is an estimate of the different administrative tasks to be carried out by the economic operators to whom the regulation applies.

5.2.3.1. Ex ante verification of communication of future environmental behaviour

Article 5 of Law 3/1991 of 10 January 1991 on Unfair Competition, includes the obligation for economic operators to make environmental claims about future behaviour to carry out in advance a detailed and realistic implementation plan that includes measurable and time-bound targets and other relevant elements necessary to support their use, such as the effective allocation of resources. These plans must be periodically verified by an independent third-party expert, whose conclusions will be made available to consumers or users.'

While it is not possible to specify the exact number of businesses making such environmental claims, an estimate can be made of the number of businesses reporting on sustainability, in the context of the *Corporate Sustainability Reporting Directive* (CSRD) (Directive (EU) 2022/2464 of the European Parliament and of the Council of 14 December 2022, amending Regulation (EU) No 537/2014, Directive 2004/109/EC, Directive 2006/43/EC and Directive 2013/34/EU, as regards corporate sustainability reporting).

According to information from the consulting firm Margube, around 5 500 Spanish businesses are required to issue sustainability reports under the CSRD, of which around 50 % operate in the B2C sector and would therefore potentially be affected by the requirement for ex-ante verification of their environmental claims regarding future environmental behaviour. However, this is a conservative estimate, since not all potentially affected businesses will carry out such communications.

This represents the scale or scope of the population taken as a reference for the calculation.

- Type of burden: 16. Audit or inspections by external organisations or professionals
- Unit cost: 1 500.00
- Frequency: annual (1)
- Population: 2 250
- Unit cost in Euro: EUR 3 375 000

5.2.3.2. Information to third parties in goods and services comparison services

A new Section 5 is introduced in Article 20 of the TRLGDCU in relation to services that compare goods and services in terms of circularity and environmental performance.

Goods and services comparison services, also known as price comparison websites, are online platforms that allow users to compare prices from different providers for products and services. These platforms aim to provide consumers with an efficient way to find the best offers and make informed purchasing decisions.

There is no single, precise number of price comparison services in Spain. The list of comparison sites is extensive and may vary depending on the category of products being compared and their presence in different countries. However, in the field of environmental performance, there are eight main players:

1. Good On You
2. Ecolabel Index
3. Carbon Trust
4. Environmental Working Group (EWG)
5. Sustainalytics (part of Morningstar)
6. Compare Ethics
7. Green Seal
8. Think Dirty

We would therefore be talking about a scale of around eight companies that are engaged in offering comparison services for goods and services.

- Type of burden: 17.- Information to third parties
- Unit cost: 100.00
- Frequency: annual (1)
- Population: 8
- Unit cost in Euro: EUR 800.00

5.2.3.3. Information to third parties on product guarantees

Article 60, Section 2, of the TRLGDCU, is amended, in relation to the information to be provided to consumers on product guarantees.

The obligation to provide information on guarantees and after-sales services was already covered by existing legislation. The novelty introduced with the transposition of the directive concerns the harmonised notice and the harmonised label, i.e. the innovation lies in the means or manner in which the information on the guarantees will be provided.

The harmonised notice is defined as the pre-contractual information provided to consumers and users regarding the main elements of the legal guarantee of conformity, in accordance with the design and content set out in Annex I to Commission Implementing Regulation (EU) 2025/1960 of 25 September 2025 on the design and content of the harmonised notice on the legal guarantee of conformity and the harmonised label for the commercial guarantee of durability.

The harmonised label, on the other hand, is defined as the one that provides consumers and users with information about the commercial durability guarantee offered by producers when it covers the entire product, entails no additional cost, has a duration of more than two years, and this information has been communicated by the producer to the distributor of the good, in accordance with the design and content established in Annex II to Commission Implementing Regulation (EU) 2025/1960 of 25 September 2025 on the design and content of the harmonised notice on the legal guarantee of conformity and the harmonised label for the commercial guarantee of durability.

For the harmonised label, the calculation must be carried out considering the ‘single product lines’ metric as the population, because the repairability score is the same for all products of the same line.

Based on product categories, we have the following classification:

- Household appliances: ~200 brands × ~50 products each = 10 000 lines
- Smartphones and electronics: ~100 brands × ~20–100 active models = ~5 000 lines

- Automobiles: ~40 brands × ~20 models × variants = ~1 000 lines
- DIY and gardening: drills, saws, tools = ~20 000 lines
- Toys: ~10 000 lines with a warranty if they are electronic or complex

However, this label should only be used for products for which consumers are offered a commercial guarantee of durability in addition to the legal guarantee. Consequently, in order to estimate how many product lines this new harmonised label would cover, it is possible to extrapolate the data on commercial guarantees currently offered in the various sectors, bearing in mind that, around 70 % of household appliances, and almost 100 % of cars and 50 % of electronics bear this type of guarantee.

Taking into account these estimates of products that can be repaired by the manufacturer, 46 000 unique product lines are sold in Spain, and therefore this will be the population taken into account.

- Type of burden: 8. Provision of data
- Unit cost: EUR 2.00
- Frequency: annual (1)
- Population: 22 500
- Unit cost in Euro: EUR 45 000

For its part, the cost of the harmonised notice must be calculated on the basis of the total number of active premises of retail businesses, as each establishment must make the harmonised notice prominently available to consumers, through which the main elements of the legal guarantee of conformity will be communicated.

Taking into account that the estimates for the number of active premises of retail businesses in Spain in 2023 are 543 658 premises, this will be the population taken into account, which allows us to estimate the cost.

- Type of burden: 8. Provision of data
- Unit cost: EUR 2.00
- Frequency: annual (1)

- Population[2]: 543 658
- Unit cost in Euro: EUR 1 087 316

5.2.3.4. Information to third parties on amounts allocated to finance the repair of goods

Article 3 of the preliminary draft includes an annual obligation to communicate or publish information on the amounts allocated to finance repairs, the list of repairers to whom the amounts have been transferred, and the quantity of goods repaired as a result.

In Spain, on 1 January 2024, there were 3 255 276 economically active businesses, according to the Central Directory of Companies (DIRCE) of the National Institute of Statistics (INE).

Of these, the industrial sector, which includes manufacturers, accounted for 5.4 % of the total, equivalent to 175 806 businesses.

Within the industrial sector, manufacturing businesses accounted for 80.5 % of total industry turnover in 2023, representing around 160 000 businesses. Within the manufacturing sector, the most representative manufacturers that are capable of repairing goods are those of other sectors, which represent 12 % of 160 000 businesses, giving a total population of 19 200 businesses.

- Type of burden: 19.- Obligation to communicate or publish certain information
- Unit cost: EUR 100.00
- Frequency: annual (1)
- Population: 19 200
- Unit cost in Euro: EUR 1 920 000

[2] According to data from the Internal Trade Indicators Report, published by the Ministry of Economy, Trade and Enterprise.

5.2.3.5. Quantitative or statistical information that enables the consumer or user to assess the frequency, relative impact or proportion of a risk.

The third paragraph of Article One amends Article 27, Section 2, of Law 3/1991 of 10 January 1991 on Unfair Competition. Under this amendment, when commercial communications use claims that present exposure to a risk or hazard are used in commercial communications as the main argument of commercial persuasion, they must incorporate, under conditions of adequate visibility, adapted to the medium in which the communication is made, supplementary information of a quantitative or statistical nature that allows the consumer or user to assess their frequency, relative impact or proportion.

In the field of advertising, according to data included in the Infoadex database, in 2024, 5 966 advertisements were broadcast under the headings ‘alarms’, ‘security’, ‘anti-theft’, ‘security systems’, ‘other security systems’ and ‘home insurance’. It can be understood that all of these creations, since their purpose is commercial persuasion aimed at encouraging the acquisition of products or services that prevent risks or hazards, would fall within the scope of application of the amendment.

This is the scale or extent of the population that is taken as a reference for calculating the impact:

- Type of burden: 19.- Obligation to communicate or publish certain information
- Unit cost: EUR 100.00
- Frequency: annual (1)
- Population: 5 966
- Unit cost in Euro: EUR 596 600

Consequently, the assessment of the administrative burdens arising from the regulation in question is as follows:

PRELIMINARY DRAFT LAW ON SUSTAINABLE CONSUMPTION

Administrative obligations. In-person processing.	**Article**	**Burden type**	**Unit cost**	**Frequency**	**Population**	**Annual cost (EUR)**
Obligation to carry out an ex ante review of claims regarding future behaviour	First. One	16	1.500 €	1	2.250	3.375.000
Information on commercial communications regarding risks or hazards	First. Three.	19	100 €	1	5.966	596.600
Information on goods comparison services	Second. Three.	17	100 €	1	8	800
Pre-contractual information – Harmonised Notice	Second. Six and Seven	8	2 €	1	543.658	1.087.316
Pre-contractual information – Harmonised Label	Second. Six and Seven	8	2 €	1	22.500	45.000
Information required to repair	Third	19	100	1	42.880	4.288.000
Total						**9.392.716 €**

5.2.4. Budgetary impact analysis

From a strictly budgetary perspective, this preliminary draft law does not imply any increase in expenditure or any reduction in revenue for the State Treasury.

The administrative burden to be borne by the Spanish administration as a result of the management of the national section of the European online repair platform, as well as those resulting from market surveillance work, technical guides and penalty procedures, will be covered by the current resources of the Ministry of Social Rights, Consumer Affairs and the 2030 Agenda.

In particular, the preliminary draft law provides for the creation of a European online repairs platform in accordance with the terms set out in Directive (EU) 2024/1799: 'By 31 July 2027, the Commission shall develop the common online interface for the European online platform. That common online interface shall comply with the requirements set out in paragraph 6 and be available in all official Union languages. As provided for in Article 7, Section 2, of Directive (EU) 2024/1799, the Commission shall ensure the technical maintenance of the common online interface and it will therefore not create burdens for the Spanish administrations.

Likewise, this preliminary draft also provides for the creation of a harmonised label and a harmonised notice, with information relating to the legal and commercial guarantees of conformity, referred to in Directive (EU) 2024/825, in the new Article 22a that it incorporates into Directive 2011/83/EU, detailing its design and precise content in Annexes I and II to Commission Implementing Regulation (EU) 2025/1960 of 25 September 2025 on the design and content of the harmonised notice on the legal guarantee of conformity and the harmonised label for the commercial guarantee of durability.

As regards the costs to be borne by Spanish administrations for market surveillance tasks, technical guides and sanctioning procedures to ensure compliance with these Directives, the impact assessments prepared by the Commission estimate an additional administrative cost of EUR 441 800–502 200 per year per Member State. Applying the mid-range estimate, Spain would need to allocate around EUR 0.45–

0.50 million per year – approximately EUR 6–7 million over the period 2025–2040 – for the following purposes:

- Strengthening the regional inspection services and the Directorate-General for Consumer Affairs in order to verify information on durability and repairability.
- Spot tests on products suspected of premature obsolescence and verification of environmental claims.
- Updating of computerised alert systems (RAPEX/Safety Gate), sanctioning procedure processing modules and thematic training of technicians.

These amounts are very small compared with the combined budget of the 17 regional directorates-general for consumer affairs and can be minimised thanks to European cooperation: the directive standardises methodologies and provides standard templates for forms, meaning that much of the material will be shared among states. In addition, Spain has an advantage: Law 7/2023 against planned obsolescence already required the development of durability testing protocols; this know-how and the accredited laboratories will now serve as a basis, avoiding duplicate investments.

As regards the acceptable costs arising from changes related to repairability, the Commission quantifies the administrative burden for each Member State using a very simple scheme: two full-time equivalent inspectors dedicated to the new obligation of supervising the right to repair. The unit cost applied is EUR 50 000 per year for each full-time worker involved in inspection tasks, plus eight hours of familiarisation per person at EUR 29 per hour. The result is a recurring disbursement of EUR 68 378 per year per country and a one-off cost of EUR 464 when the regulation enters into force. Beyond this basic monitoring, the only additional costs are borne by the Commission (pan-European campaigns, web platform, etc.), so that the amount that each national administration must foresee in its transposition budget is effectively limited to EUR 68 000 per year.

5.3. **Gender impact**

This law has no impact in terms of gender equality.

5.4. Impact on equal opportunities, non-discrimination and universal accessibility for persons with disabilities

This law has a positive impact on equal opportunities, non-discrimination and universal accessibility for persons with disabilities.

5.5. Impact on childhood, adolescence and family

The measure aimed at limiting the resale price of tickets by businesses is expected to have a positive effect on adolescents. Resale of tickets penalises adolescents, who often have limited resources and less capacity to deal with inflated prices, frauds and opaque market dynamics.

This results in exclusion from cultural experiences, increased indebtedness and a potential negative impact on their emotional well-being. In particular, the feeling of 'Fear Of Missing Out' (FOMO) is intensified within this group, since social pressure and the desire to share experiences on social media push some young people to pay a premium on the secondary market, even if this involves a great financial effort. According to the Cash App Sound Investments Report, published by Cash App, more than half of Generation Z attendees have used 'buy now, pay later' services to cover tickets and associated expenses (travel, accommodation, clothing) and one in five has spent beyond their means in the last two years.

These effects will be mitigated by limiting resale prices, ensuring more equitable access to cultural events for this group.

5.6. Climate change impact

The establishment of measures that contribute to promoting the choice of more durable goods, as well as encouraging their repair rather than replacement and combating the early obsolescence of goods, will have positive effects in the fight against climate change and the reduction of multiple environmental impacts.

Furthermore, combating early obsolescence by promoting the greater durability and repairability of goods, which is consistent with progress towards a circular economy, contributes to maintaining the value of goods, materials and resources in the economy for as long as it is possible.

In short, it is expected that this regulation will contribute to reducing the use of natural resources and the generation of waste by promoting longer-lasting goods and greater possibilities for repair. In turn, given that a large part of the environmental impacts associated with consumption occur during the manufacturing and disposal phases of consumed goods – especially in the case of energy-using products – increasing the useful life of goods will contribute to a lower level of environmental impacts.

For all the above reasons, the regulation is expected to have a positive impact in terms of climate change, assessed in terms of mitigation and adaptation to the same.

5.7. Impact on citizens and on the administration from the perspective of the development or use of the media and services of the Digital Administration

As specified above, this law provides for the creation of a European online repairs platform in accordance with the terms set out in Directive (EU) 2024/1799: '*By 31 July 2027, the Commission shall develop the common online interface for the European online platform. That common online interface shall comply with the requirements set out in paragraph 6 and be available in all official Union languages. The Commission shall thereafter ensure the technical maintenance of the common online interface.*'

Since this platform will be further developed at Community level, it is not possible at this point in time to accurately assess the impact it will have on citizens and the Administration from the perspective of the development or use of Digital Administration resources and services.

6. EX POST EVALUATION

Pursuant to the provisions of Article 2, Section 1, Letter j), of Royal Decree 931/2017 of 27 October 2017 regulating the Regulatory Impact Analysis Report, taking into account the provisions of Article 28, Section 2, of Law 50/1997 of 27 November 1997 on the Government, and Article 3 of Royal Decree 286/2017 of 24 March 2017 regulating the Annual Regulatory Plan and the Annual Regulatory Evaluation Report of the General State Administration and establishing the Regulatory Planning and Evaluation Board, an ex post evaluation of the Sustainable Consumption Law will be carried out once a sufficient period for obtaining results has elapsed.

ANNEX I

PUBLIC CONSULTATION ON THE PRELIMINARY DRAFT LAW ON SUSTAINABLE CONSUMPTION

The public consultation on the preliminary draft law took place from 15 to 30 March 2024, via the Ministry's website.

The preliminary draft will transpose three EU directives into Spanish law:

1) Directive (EU) 2024/825 of the European Parliament and of the Council of 28 February 2024 amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition by means of better protection against unfair practices and by means of better information.

2) Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024 on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828.

3) Directive on environmental claims (in process).

Individuals, consumer associations, non-governmental organisations, businesses and business organisations have participated in the public consultation, with a total of 31 written observations having been received.

In the case of INDIVIDUALS OR NON-GOVERNMENTAL ORGANISATIONS, the proposals most commonly put forward are:

- Necessity to include information on the origin of products.
- Knowing the wages of the workers involved in the production process.
- Product traceability.

In addition, the observations refer to the following aspects to be taken into account:

- Environmental footprint requirement for products.
- Necessity to 'bring to light' any industrial secrecy.
- Ensuring that the information provided allows consumers to understand the overall impact of their purchases and what choosing one product over another

entails, including how the product affects the quality of life of people in other parts of the world, different from where it is produced.

- Labelling of products that promote regenerative practices.
- Guaranteeing the circularity and unlimited repairability of all material goods.
- Unlimited product guarantees for greater sustainability.

The rest of the submissions show that, for the most part, BUSINESSES OR ENTITIES call for the regulation of aspects that affect, suit or favour their own activities.

Almost unanimously they request:

- Full harmonisation of the transposition of the Directives across the different Member States of the European Union or full alignment with the French index.
- Postponement of the preliminary draft law until the three directives are approved.
- Transposition of EU rules within the limit of the set period or *'as late as possible'.*
- Establishment of procedures for the verification of environmental claims.

To a lesser extent, but in several cases they request the establishment of a sanctioning regime, albeit with different nuances. Thus, Autocontrol de la Publicidad argues that, if the business to be sanctioned has previously submitted to a prior consultation report of a positive nature issued by an advertising self-regulation system, the conduct of the offender should in all cases be considered as having been carried out 'in good faith'. In the case of FEIQUE (Federación Empresarial de la Industria Química Española [Spanish Chemical Industry Business Federation]) it makes reference to a proportionate application of sanctions.

Other submissions, made individually by each participant, include:

AUTOCONTROL: Promotion of codes of conduct and self-regulation and inclusion of an article regulating self-regulation and its requirements.

AMETIC (Asociación Multisectorial de Empresas de la Electrónica, las Tecnologías de la Información y Comunicación [Multisectoral Association of Electronics, Information and Communication Technologies Companies]): Allow carbon neutrality claims provided certain criteria are met.

ACES (Alternativas contra la exclusión social [Alternatives to social exclusion]): Promote ongoing awareness campaigns.

AC&E IBERIA: Presumption of conformity for certain environmental claims; sufficiency of compliance with ISO standards.

ANGED (Asociación Nacional de Grandes Empresas de Distribución [National Association of Large Distribution Companies]): Support the green and digital transitions, but by means of regulation that maintains the productivity and competitiveness of businesses.

ASOBIO (Asociación Española de Elaboradores y Comercializadores Ecológicos [Spanish Association of Organic Producers and Marketers]): An analysis and specific regulation should be carried out for the food sector and, in particular, for the sector certified as organic by the EU.

Establishment of the same obligations for imported foodstuffs regardless of the Member State of origin.

Promote the identification and recognition of locally produced goods, requiring, among other things, that product display labels indicate the product's origin in large print and even include the flag of the autonomous community or the country of origin.

DECATHLON: Define and implement a repairability index that allows the circularity characteristics of products to be compared in their own labelling, providing transparency and information for consumer decision-making, and which also acts as an incentive for companies; include the repairability of a product in its digital passport.

OCU (Organización de Consumidores y Usuarios [Consumers and Users Organisation]): It calls for the promotion of more sustainable consumption habits and stricter regulations on environmental claims, ensuring that compliance with the minimum requirements established in the rules can be verified. It also proposes: extending the obligation to repair to more products than those indicated in the directive; making the use of the European Repair Information Form mandatory, the provision of which is left to the discretion of repairers; ensuring the availability of spare parts for a period of more than ten years; and limiting the price of repairs.

ADELMA (Asociación de Empresas de Detergentes y de Productos de Limpieza, Mantenimiento y Afines [Association of Companies of Detergents and Cleaning, Maintenance and Related Products]):

Delay the capacity to introduce new claims on the market;

Opposition to the introduction of a prior approval component for ecological claims.

Establish the possibility for traders to challenge prior verification; preventing environmental claims for products containing certain hazardous substances is disproportionate and runs counter to many of the objectives of the EU Green Deal.

SEOBirdLife: Five major objectives must be pursued:

Ensure that the majority of products available to consumers are sustainable.

This includes promoting more sustainable products at points of sale, prohibiting sustainable packaging claims, and banning unsustainable packaging.

Implement a clear, educational and transparent labelling system.

Eliminate 'greenwashing' by requiring proof of sustainability. Rigorous verification mechanisms and the establishment of sanctions.

Prohibit advertising that encourages excessive and unsustainable consumption and promote the need to purchase reusable or repairable products.

Promote sustainable purchasing by public administrations and their providers.

FIAB (Federación Española de Industrias de Alimentación y Bebidas [Spanish Federation of Food and Beverage Industries]): Homogeneity of the transposition rules across the different Member States, in order to avoid distortions of competition and discrimination between operators.

Establish the voluntary nature of environmental claims.

Ensure easy and accessible requirements for all types of businesses, large and small.

Verification of claims by independent third parties; inclusion and implementation throughout the food supply chain.

Consider all alternative communication methods and possible channels for providing information to consumers (websites, QR codes, points of sale) and avoid imposing it on product labelling.

MULTINATIONALes: Establish clear definitions of message communication or labelling and ensure that they are verified by third-party certifiers.

Provide simple and straightforward information, while ensuring complete transparency and providing a comprehensive overview of the assessments carried out; create a reliable and effective infrastructure for the validation of claims and labels; provide greater certainty regarding the obligations and responsibilities of stakeholders.

Harmonisation in the transposition across all Member States. Regulatory. It should be borne in mind that the current regulatory situation in Europe regarding product packaging does not generally require it across the territory of the European Union (in France it is voluntary), which would mean a disruption of the EU single market and would restrict competition.

Give prominence to reconditioned products; ensure that any right-to-repair regulations are aligned with eco-design regulations: the legal guarantee should not extend beyond the repair and should be uniformly applicable across all sectors.

The index must appear exclusively at the points of sale alongside the product price, whether in-store or online. Specific indices should not be established for consumable parts incorporated into the product, as this may result in information overload and the communication of erroneous messages.

WALLAPOP: Introduce the definition of second-hand products; encourage second-hand sales and purchases to promote the extension of the product lifespans and their reuse, thereby promoting product durability.

DigitalES: Amendment of Royal Decree 58/1988 of 29 January 1988 on the protection of consumer rights in the repair service of domestic appliances.

Recognise the role of replacement with reconditioned products;

Limit and restrict repairs and the availability of spare parts in order to avoid unintended effects for the sustainability of the proposal.

Ensure that transactions between businesses remain outside the scope of application;

Avoid the proliferation of multiple online repair information platforms per country.

Set the legal guarantee period at two years.

Limit the obligation to make spare parts available to a period of 10 years and specify which parts must be available, taking energy efficiency into account.

Establish a single platform for repair information and include only original equipment manufacturers, authorised service providers or qualified independent repair providers.

Allow businesses to provide all relevant information to consumers digitally, to boost sustainability.

Continue to allow industry environmental labels that meet high sustainability standards based on third-party verification;

Ensure that software update provisions do not discourage security updates, thereby exposing consumers to cybersecurity threats or malfunctioning.

Clarify that the proposed prohibition of ‘premature obsolescence’ refers to intentional practices, and not to unintended effects.

Allow the repairability index to have a decisive influence on consumers' purchasing decisions by including it alongside the price at physical or online points of sale.

Opt for a colour-coded traffic light system for the index, as in France.

IBERDROLA:

The transposition of the directive on empowering consumers for the green transition should include the definition of environmental claims and the obligation to substantiate environmental claims, as well as prohibiting generic environmental claims, the use of non-certified sustainability labels, and the generic use of 'emissions offsetting'.

The Green Claims Directive is complementary to the previous one and should define methodologies for the timely substantiation, verification and certification of environmental claims. This directive, which will not apply to existing environmental labelling schemes – such as those applicable to the electricity sector (billing format and guarantees of origin) – must ensure that businesses duly substantiate their environmental claims, with a verified procedure and subject to sanctions in the event of non-compliance.

Regarding energy consumption:

Prohibition of combined/linked offers of products eligible as 'green' with any form of fossil energy.

Prohibition of advertising of products that are harmful/contrary to environmental sustainability and health, with special mention of the prohibition of advertising fossil fuels.

Homogenisation of information criteria on products/services to make substitute products/services comparable.

Obligation to report the origin of the raw materials used in the production of goods or services.

Other proposals relating to the Sustainable Consumption Law:

Regarding the directive on empowering consumers for the green transition.

Adoption of concrete measures obliging businesses to provide clear and reliable information on the sustainability of the products or services offered.

In line with the new text of Annex I, incorporate the following into the list of misleading practices:

a) Displaying any sustainability label that is not certified by public authorities.

b) Making generic assertions that cannot be substantiated (e.g. asserting, without any evidence, that a product is renewable);

c) Making statements about the entire product or business, when the statement only applies to part of the product or to a specific activity of the business;

d) Affirming, based on the offsetting of greenhouse gas emissions, that a product has a neutral, reduced or positive impact on the environment in terms of greenhouse gas emissions.

Regarding the directive on environmental claims (Green Claims)

Exclude from its scope existing environmental labelling schemes or those incorporating explicit environmental claims. This is the case, for example, with green energy offers, which are already extensively regulated by the Energy Labelling Regulation. Nor will it apply to all those aspects that are already regulated by the specific electricity regulations.

Consider the necessary elements and the methodology applied to support the substantiation of a ‘green’ claim for a product or service (i.e. scientific and technical evidence, aspects and impacts of its operation over part or all of its useful life, guarantees of compliance with the sustainability criteria of European regulations, the origin and associated emissions of raw materials, whether the product meets or exceed basic legal requirements, comparisons with the impacts of alternative products for consumers, compliance with the DNSH (‘Do No Significant Harm’) principle, transparent reporting of emissions, etc.).

Aspects to consider in comparative claims with other products or services.

Authorised ways to communicate and advertise environmental claims (both individual and comparative).

The requirements for the design, use and authorisation of public environmental labels (and, where appropriate, the criteria for allowing private labels) must be included in detail. In that regard, it would be necessary for the legislator to regulate in detail the obligation on producers to include clear and sufficient (not excessive) information on product labelling in such a way that it can be understood by the general public without significant effort and without the need for technical and specific knowledge in the field. (opt for traffic light-type information)

Procedures for review, verification and certification of environmental claims and eco-labels. Among other aspects, the role of the independent verifier must be regulated and the Spanish public authority responsible for ensuring compliance must be designated, with an explicit specification of the scope of its competences.

Finally, the Draft Law on Sustainable Consumption must contain the corresponding system of sanctions:

<u>Additional considerations beyond the transposition of European directives</u>

Prohibition of combined/linked offers of products eligible as ‘green’ with any form of fossil energy.

Prohibition of advertising of products that are harmful/contrary to environmental sustainability and health (especially fossil fuels)

Homogenisation of information criteria on products/services to make substitute products/services comparable.

Homogenisation of information criteria on products/services to make substitute products/services comparable.

In order to achieve greater product traceability and avoid misleading consumers, it is considered that the Draft Law on Sustainable Consumption should strengthen producers’ obligations with regard to the information provided about the products and services offered. Specifically, among this information, they consider it necessary and essential that producers provide clear information on the raw materials used to produce these goods, expressly mentioning the country of origin in such a way that consumers are not misled.

FEIQUE (Federación Empresarial de la Industria Química Española [Spanish Chemical Industry Business Federation]) :

Alignment of the methods used for substantiation of green claims with existing international standards**.**

Revision of the PEF methodology to incorporate the use of recycled waste, biomass and carbon capture.

FAIRTRADE IBÉRICA (FAIR TRADE PRODUCT CERTIFIER)

Do not focus the regulation on misleading environmental claims and fail to take into account social claims: prohibition of child labour, promotion of gender equality, fair and decent working conditions and wages, health and safety of workers.

Use certifications as a means of guaranteeing the veracity and credibility of claims.

Establish high standards by means of Codes of Good Practice.

Establish a centralised authority for prior approval procedures.

ETICA ANIMAL

Objective. Achieve the highest level of protection and welfare for animals.

Opposition to greenwashing must put a stop to the aggressive and manipulative strategies employed by the animal exploitation industry.

DECATHLON

Harmonisation of the Member States in the establishment of the repairability index**,** providing transparency and information to support consumer decision-making.

Include the 'right to repair' as a basic principle, allowing consumers, whenever possible, to choose to repair a product when it breaks down during its warranty period, and even afterwards.

FREE MARKET FORUM

That in the introduction to the definition of 'misleading actions', it should be added that there is a lack of scientific data that can be corroborated by a third-party expert to support such a claim, and that this should be extended to the communication of benefits to consumers that are irrelevant and do not derive from any characteristic of the product or the business.

The concept of advertising benefits should not only apply to consumers, but to society as a whole, broadening the focus to include products advertised as 'beneficial for the environment, the circular economy and the energy transition'.

Regarding environmental claims relating to energy products, they recall that the regulatory provisions approved by the Government must follow the guidelines set out in the EU standards contained in the European Green Deal.

Therefore, a specific point of Directive (EU) 2024/825 is particularly relevant, as its recitals stipulate that *another misleading commercial practice, which must be prohibited in all circumstances ... is making an environmental claim about the entire product or the trader's entire business when it actually concerns only a certain aspect of the product or a specific, unrepresentative activity of the trader's business* and is not applicable to the company as a whole.

They support the inclusion of specific provisions on energy in the draft law, as this is one of the sectors that has the greatest scope to help accelerate the transition to a decarbonised economy by meeting the objectives of the Paris Agreement.

Regarding unfair commercial practices

Taking Directive (EU) 2024/825 as a reference, the draft law should contain a series of assumptions regarding truthful and transparent information for consumers in the field of sustainability:

The future draft law <u>should contain an article including a specific category of unfair commercial practices.</u>

<u>*Regarding cross-selling of products with an environmental impact*</u>

The draft law should include provisions relating to the phenomenon known as 'cross-selling'. This phenomenon consists of marketing a series of products on the basis of a presumed added value, such as a general environmental claim, which in turn can serve to obtain benefits for the consumer in other activities of the company that do in fact entail harmful consequences for the environment.

<u>The concept of 'cross-selling' should be included in the article dedicated to definitions</u>, in accordance with the meaning set out above, and it should also be prohibited by incorporating it in the list of unfair commercial practices.

VISUALFI Incorporation of the concept of acoustic accessibility. Directly alert the person with a hearing impairment so that the notification is truly accessible. (vibration of mobile phone)