PRELIMINARY DRAFT LAW ON SUSTAINABLE CONSUMPTION

EXPLANATORY NOTE

I

The Sustainable Consumption Law aims to strengthen the protection of consumers and the environment and ensure the proper functioning of the European internal market. To this end, it is necessary to introduce measures aimed at facilitating conscious and responsible consumption and promoting the repair of goods, as well as ensuring clear and reliable information on the environmental characteristics of goods and services. With this objective, the European Union has promoted a series of legislative measures aimed at ensuring the rights of consumers and further advancing the green transition, which aligns with Goal 12 of the Sustainable Development Goals of the United Nations Global Compact, focusing on responsible production and consumption.

In this context, 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 (hereinafter Directive (EU) 2024/1799 of 13 June 2024) constitutes a step forward in the harmonisation of European Union provisions in the field of the right to repair, facilitating consumers' access to options that extend the useful life of goods rather than replacing them. This regulation establishes the repairability requirements for a series of goods determined by the legal acts of the European Union included in Annex II of the Directive, promoting sustainable consumption practices and reducing the volume of waste generated. Repair, as an alternative to the premature replacement of goods, is an essential element for the implementation of circular economy strategies and contributes to achieving the objectives of the European Green Deal.

With regard to the promotion of the repair of goods, this law establishes a regulatory framework that strengthens and promotes the right of consumers to opt for repair as the primary alternative to the replacement of goods. To this end, measures are being introduced to facilitate access to repair services, such as the national section of the European online repair platform, to ensure the availability of spare parts and to extend the obligations of manufacturers and sellers regarding the durability and repairability of goods. In addition, tools are being created to provide clear and accessible information on the repair options available and a European repair information form, which must specify the conditions of each repair. Financial incentives are also being generated so that consumers, within their freedom of choice, opt for repair rather than replacement of goods.

Additionally, 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 (EU) 2024/825 of 28 February 2024), strengthens consumer protection and information. This regulation introduces measures aimed at empowering consumers in the ecological transition by ensuring objective, accurate and sufficient information on the environmental characteristics of goods and services, enabling them to make informed decisions, and addressing early planned obsolescence, particularly in digital content. To this end, it classifies as unfair commercial practices certain practices related to this area, such as those that mislead consumers about the environmental characteristics of goods and services and those that conceal or provide misleading information related to the updating of digital content. It also establishes mechanisms to ensure the verifiability of environmental declarations and to effectively penalise conduct that violates the rights of consumers.

Furthermore, the directive also includes information requirements in favour of consumers on the existence of both the legal guarantee of conformity and the commercial guarantee of durability of goods, after-sales services and their conditions, as well as software updates.

These directives have been transposed into Spanish law through this Sustainable Consumption Law, which mainly introduces amendments to 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, (hereinafter, Consolidated Text of the General Law for the Protection of Consumers and Users) and Law 3/1991 of 10 January 1991 on Unfair Competition. These reforms aim to introduce into the national regulatory framework the new standards introduced by European legislation for the transition to sustainable consumption, ensuring the effective protection of the rights of consumers and promoting responsible and transparent business practices.

Furthermore, and related to sustainability, the reforms address a ban on fossil fuel advertising. Fossil fuel advertising aims to encourage consumers to purchase products or services based on fossil fuels, such as coal, oil or gas, which contributes to increased greenhouse gas emissions and air pollution. Consequently, these consumption choices have a detrimental effect on both human health and the transition to an environmentally sustainable economy. This type of advertising is therefore counterproductive in the current context of the green transition, of which the energy transition is one of the main areas of transformation.

This type of advertising normalises and downplays the changes needed in certain sectors that use fossil fuels for aligning with climate neutrality goals. Advertising significantly influences consumer behaviour. Therefore, this regulation restricts this advertising.

Prohibiting the advertising of fossil-fuel-intensive products and services for use or enjoyment by the end consumer contributes favourably to reducing greenhouse gas emissions and preventing climate change, which aligns with Goal 13 ‘Climate Action’ of the Sustainable Development Goals.

This restriction on advertising is not limited exclusively to advertising messages from companies engaged in the extraction, processing and marketing of fossil fuels, but also considers advertising claims about products and services with high greenhouse gas emissions powered solely by fossil-based petrol and diesel fuels to be unlawful when less polluting transport alternatives exist.

Likewise and moreover, in order to ensure that companies cannot resort to misleading communications about their environmental performance, even indirectly, it is necessary that the companies’ own brands or trade names cannot cause confusion or deception by falsely attributing ecological or sustainable characteristics to the brand image itself. When a company uses terms such as ‘green’, ‘eco’, ‘sustainable’ or symbols associated with caring for the environment in its brand image, without genuine backing, it not only manipulates the perception of the consumer, but also discredits the effort of those organisations that do adopt responsible and verifiable practices and thereby help to build a framework of fair competition.

Additionally, and with a view to promoting conscious and sustainable consumption, the regulation reintroduces the prohibition of so-called fear-based advertising founded on misleading data or capable of generating a false perception of danger or risk to consumers. This prohibition is already included in the International Chamber of Commerce’s Code of Advertising and Marketing Communications. Comprehensive regulation of this advertising is essential to protect consumers from manipulative messages that exploit emotions such as anxiety and fear. This type of advertising, commonly used by security companies, bases its effectiveness on presenting extreme or improbable scenarios, such as violent robberies or catastrophic vulnerabilities, with the aim of creating a sense of urgency or vulnerability in people. Such a strategy, although effective in capturing attention, can lead to hasty, uninformed or panic-driven decisions, affecting consumers’ freedom of choice and psychological well-being. In a responsible advertising environment, the promotion of services should focus on providing objective information, highlighting real benefits without resorting to emotionally manipulative tactics. That is why this type of commercial communication must be accompanied by quantitative or statistical information that allows consumers to make a realistic assessment of the risk.

In addition, this type of advertising promotes a culture of fear that negatively affects society as a whole. When companies resort to these practices, they contribute to the perception that everyday environments are inherently dangerous, which increases distrust and the feeling of generalised insecurity. This may not only affect people’s quality of life, but also diverts resources towards services that are unnecessary or disproportionate to the actual risk. Regulating this type of practice would ensure balance in the market, promoting ethical communication that prioritises transparency and respect for consumers, while strengthening a healthier and more realistic perception of security in society.

Similarly, additional measures are being introduced, mainly in the digital economy, that are aimed at ensuring that consumers make informed purchasing decisions, without being influenced by potentially abusive or intrusive commercial practices that may affect their decisions. In particular, and with the aim of ensuring equal access for citizens to public shows, while avoiding abusive practices that distort the ticket market, it is established that the retail price of contracts for the provision of goods or the provision of services needs to be capped. This measure responds to the obligation to protect the rights of consumers and users against speculative practices which, by artificially raising prices, restrict the enjoyment of goods and services to a reduced section of the population. Controlling these prices helps to safeguard the general interest, by promoting a fairer, more transparent and more accessible environment in the field of public entertainment. It should be noted that this price limitation is expressly provided for in 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 better enforcement and modernisation of Union consumer protection rules, as a complementary measure to the prohibition of the use of bots for the purchase of tickets and their subsequent resale, incorporated into our domestic legislation through Article 27, Section 6, of Law 3/1991 of 10 January 1991 on Unfair Competition.

It also regulates the use of pricing systems based on peak demand, which, in an emergency situation, could lead to disproportionate and socially unjustified price increases. These increases not only exacerbate the plight of consumers and users, but can also lead to exclusion from access to essential services, such as transport, thereby affecting basic rights and expectations protected by law. Setting prices above the levels existing immediately before the emergency, in the absence of an actual increase in the costs incurred, lacks objective justification and generates a situation of vulnerability additional to that arising from the emergency.

Faced with this problem, it is essential to introduce a temporary limit on maximum prices applicable during an emergency situation that significantly alters the conditions of supply and demand in a specific market, in order to protect fairness, transparency and public confidence in the market. This limitation consists of setting as the maximum price the one that was applicable immediately prior to the onset of the emergency situation, subject to an objective and verifiable criterion, thus preventing the discretion of automated pricing systems from leading to increases that could seriously harm consumers and users at a time of particular vulnerability.

On the other hand, this regulation constitutes a fundamental step towards building a more sustainable and supportive future, moving away from production and commercial models based on the accelerated consumption of low-durability goods, for the benefit of present and future generations.

Accelerated consumption is a model of production and consumption – from the design of the good to delivery to the consumer – based on the hasty, constant and massive production, distribution and delivery of low-quality goods with low durability, characterised by the disconnection of the consumer from the life cycle of the good and its environmental and social impacts.

It is crucial to promote more conscious and sustainable consumption patterns in order to mitigate the heavy environmental and social impact of accelerated consumption.

Finally, a series of changes are made to the consumer sanctions regime to provide greater legal certainty and guarantees.

Consequently, through this Sustainable Consumption Law, Spanish law not only adapts to the requirements of Directive (EU) 2024/1799 and Directive (EU) 2024/825, but also consolidates an advanced regulatory framework committed to sustainability, fairness and consumer protection.

II

This law consists of three articles, two additional provisions, one repealing provision and seven final provisions.

Article One addresses the amendment of Law 3/1991 of 10 January on Unfair Competition.

This article transposes the first article of Directive (EU) 2024/825 of 28 February 2024, amending 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 and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council (the ‘Unfair Commercial Practices Directive’). This directive was transposed into Spanish law by Law 3/1991 of 10 January 1991 on Unfair Competition, a law in which the various amendments that have been made to the Unfair Commercial Practices Directive have been progressively adopted.

On this occasion, Directive (EU) 2024/825 of 28 February 2024 not only introduces new unfair commercial practices from a sustainability perspective, but also outlines and supplements existing practices from the same perspective. The aim of the directive is to enable consumers to make informed purchasing decisions and thus contribute to more sustainable consumption patterns. To this end, precise definitions are introduced for explicit and generic environmental claims, and companies are required to ensure that the environmental claims and commitments of brands, products and services are clear, objective and verifiable through certification systems. In addition, it adds new practices that are expressly prohibited.

In this context, Law 3/1991, of 10 January, on Unfair Competition has proven to be an effective instrument in achieving the objectives set by the Directive on unfair commercial practices, so that the amendments proposed by Directive (EU) 2024/825 of 28 February 2024 find their logical place within this legislative text.

Thus, the amendments introduced in Law 3/1991, of 10 January, on Unfair Competition aim to address unfair commercial practices that mislead consumers and prevent them from making informed decisions about sustainable consumption. To this end, the list of conducts that are considered to constitute unfair commercial practices has been expanded, particularly those relating to acts of deception, misleading practices concerning codes of conduct or other quality labels, and the list of practices that are inherently misleading. New unfair commercial practices include practices associated with the early planned obsolescence of goods, misleading environmental claims ('greenwashing'), misleading information about the social characteristics of products or traders' businesses – including social washing with misleading claims, such as those relating to working conditions, gender equality or the absence of child labour – as well as unfair commercial practices relating to information on animal welfare, and sustainability labels that lack transparency and credibility. This will encourage competition geared towards products that are more environmentally sustainable.

In the original transposition carried out in Law 3/1991 of 10 January 1991 on Unfair Competition, the definitions were interspersed throughout its articles, bringing them close to the unfair commercial practice to which they applied. This approach has also been maintained in this transposition in order to make the law more uniform and consistent in light of the amendments introduced by Directive (EU) 2024/825. For the same purposes, the term 'trader' used in the Directive has been replaced by 'business owner', which has an identical meaning and is more firmly established in the body of domestic consumer legislation and, on the other hand, already present both in Law 3/1991 of 10 January 1991 on Unfair Competition and in the consolidated text of the General Law for the Protection of Consumers and Users. Similarly, it has been chosen to replace the allusion to 'product' with 'good or service' in line with the rest of Law 3/1991 of 10 January 1991 on Unfair Competition, since, as stated in Article 2(c) of the Unfair Commercial Practices Directive, 'product' means any good or service including immovable property, as well as rights and obligations.

Likewise, with regard to the indication of price, even when it is not possible to determine the price in advance in the commercial offer due to the use of dynamic pricing systems, the consumers must be able to know the maximum and minimum limits that will be applied by these systems. Accordingly, Law 3/1991 of 10 January on Unfair Competition is also amended for this purpose.

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 are also 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 and 2005/29/EU and 2011/83/EU of the European Parliament and of the Council as regards improving the application and modernisation of Union consumer protection rules.

Article Two addresses the amendment of the consolidated text of the General Law on the Protection of Consumers and Users.

This regulation compiles the rules governing the protection of consumer rights, establishing their legal framework within the scope of the powers of the State.

Following the approval of this text, successive amendments have been made to this regulation, mainly with a view to incorporating new European Union legislative developments into our legal system and extending the rights of consumers covered by these texts.

The task now addressed in this Article Two includes, among other things, those new developments which, affecting the content of the consolidated text of the General Law for the Protection of Consumers and Users, require its amendment in order to be incorporated into Spanish law in view of the need to properly transpose, on the one hand, Directive (EU) 2024/1799, and, on the other hand, Directive (EU) 2024/825.

These directives respond to the need to improve the functioning of the internal market, promoting a high level of consumer protection, as well as circularity within the economy and environmental protection in order to advance the ecological transition.

The harmonised content is most clearly expressed in the harmonised label and notice. The harmonised label informs consumers of the existence, where applicable, of a commercial guarantee of durability for a good, when this covers the entire good, has no additional costs, has a duration of more than two years and this information has been communicated by the producer to the business owner, as well as reminding them of the existence of their legal guarantee of conformity. While the harmonised notice provides a general reminder on the legal guarantee of conformity applicable to all goods in accordance with the regime set out in Title IV of Book Two of the consolidated text of the General Law on the Protection of Consumers and Users. The design and content of the harmonised label and notice are set out in Annexes I and II to the Implementing Regulation (EU) 2025/1960 of the Commission, 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.

In this context of harmonisation of European law, which contributes to enhancing the legal certainty of the European Union market, the European repair information form and the European online repair platform, regulated in the first additional provision of this text (hereinafter, the European online platform), are particularly noteworthy. Both instruments aim to provide consumers with relevant information about repair services. Thus, repairers can voluntarily use the free European repair information form, which details the nature of the defect, the price and the time-frame for carrying out the repair, allowing consumers to evaluate and compare different repair services. This will also provide legal certainty for both parties to the contractual relationship, as repairers that correctly complete the form will be deemed to have fulfilled their pre-contractual information obligations regarding repair services, thereby instilling consumer confidence in repair services.

With the aim of increasing the durability of goods, the option of repair is favoured over the option of replacement in cases of non-conformity, and this measure is complemented by the obligation imposed on manufacturers to repair goods for which the legal acts of the European Union listed in Annex II to Directive (EU) 2024/1799 establish repairability requirements, which complements the after-sales service regime already existing in our legislation.

This is the case because, on the one hand, the legal regime for bringing goods into conformity is enhanced by the option of reconditioned goods, which may be provided both as replacement goods for the duration of the repair to restore the conformity of a good and, at the consumer’s request, to comply with the obligation to replace a good as a result of its lack of conformity. In addition, when repair is the corrective measure chosen to restore the conformity of the goods, the seller’s liability period will be extended once by twelve months.

These two measures provided for in the regime for bringing goods into conformity are supplemented by the exhaustive regulation of the repair obligation attributed to manufacturers, which would apply to defects that are not due to non-conformity, either by the very nature of the defect or by the expiry of the time limit for demonstrating the non-conformity. This regulation notably establishes a cascading liability for those cases where the manufacturer that is required to carry out a repair is established outside the European Union, thus involving other actors such as the authorised representative, the importer and the distributor.

In addition to the changes introduced in the consolidated text of the General Law on Consumers and Users by the transposition of European Union law, other amendments are introduced with the aim of strengthening the protection of the rights of consumers with respect to business practices that put them at risk.

In particular, Article 20 of the consolidated text of the General Law on Consumers and Users is amended in order to ensure that consumers receive effective information on the prices and quantities of products offered for sale.

The practice known as ‘shrinkflation’, understood as the business practice of reducing the quantity of a product while maintaining the same price, can mislead consumers, who believe they are purchasing the same quantity of a product that they had previously been purchasing for the same price. This strategy, although legal in many contexts, affects transparency in consumer relations and undermines the principle of truthful and clear information. It is therefore necessary to specifically regulate the information to be provided in these cases, ensuring that consumers are aware of changes in the content of products and can make informed and conscious purchasing decisions. Appropriate regulation in this area not only protects consumers from potentially misleading practices, but also promotes fairer competition among businesses.

In order to ensure the effective implementation of this measure, the manufacturer must inform retail distributors of any potential quantitative modifications it may make to the content of its products, with sufficient advance notice so that they can adequately inform end consumers if such modifications entail an increase in the price per unit of measurement.

The ministry responsible for consumer affairs may regulate by ministerial order the format in which this information must be provided to the end consumer.

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 mechanisms of price formation.

For the purpose of determining the maximum price applicable for the duration of an emergency situation, the rule establishes as a reference the average price actually applied during the 30 calendar 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 30-day period is in line with the objective and established criterion set out in Article 20 of Law 7/1996 of 15 January 1996, 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.

Similarly, it is necessary to ensure the applicability of the regulation to increase transparency on the part of operators when using a dynamic pricing system to determine the price. In these situations, it is essential that both the authorities and consumers are able to know in advance the minimum and maximum prices that a good or service, whose price has been determined according to a dynamic pricing system, may reach.

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 public metrics, namely annual turnover, which must be recorded in companies' annual accounts. The proposed system of sanctions 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(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.

Similarly, and in order to ensure the effective participation of consumers in the circular economy, Article Three also develops a new system for financing the repair of goods, as a measure to promote the repairs provided for in Article 13 of Directive (EU) 2024/1799. 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 themselves and, where applicable, authorised representatives, importers or distributors will contribute to this system of partial financing of repairs, which will decrease over time. This system shall be applied in the absence of a contractual commercial guarantee covering potential non-conformities beyond the term of the legal guarantee or, where the financing scheme set out in this article extends beyond the term of the commercial guarantee, for the period between one and the other.

This scheme for co-financing repairs will allow consumers to benefit from a reduction in their invoice when they choose to repair certain eligible goods, for which there is a Right to Repair in accordance with Directive (EU) 2024/1799, of 13 June 2024. To benefit from this reduction, consumers must use a repairer registered on the European Online Repair Platform, who must ensure that the fraudulent use of the good if not at the origin of the repair.

It also highlights the importance of fostering innovation and technological development in the business sector by promoting goods and services that contribute to the ecological transition and are consistent with the European Union's climate neutrality goals. The principles of sustainability and efficiency also extend to the need to strengthen the local and regional economy by supporting business models based on repair and recycling.

This Sustainable Consumption Law concludes with two additional provisions, a single repealing provision and seven final provisions that conclude the content of the law by regulating various issues that are distinct from, albeit connected to it.

The first additional provision addresses the European online platform on repair, which is a useful tool for bringing repair services closer to all consumers regardless of their geographical location, as it will include tools to geolocate repairers in each Member State. In incorporating this into Spanish regulations, it was decided to include a national section in the common interface of the European online platform that will include not only repairers, but also sellers of reconditioned goods, buyers of defective goods for reconditioning, and participatory repair initiatives such as 'repair cafés'. These initiatives are becoming increasingly widespread, helping to extend the useful life of goods and reducing the amount of electronic waste generated.

In order to guarantee the technical competence of repairers registered in the Spanish section of the European online platform and effective protection of consumer rights, it is envisaged that specific proportional conditions will be established by ministerial order so that repairers can access this section of 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 first final provision addresses measures in the field of advertising. In this sense, the advertising of fossil fuels is prohibited, meaning any commercial communication intended to promote the procurement or acquisition of energy products consisting exclusively of fossil-based derivatives, without the involvement of renewable components.

The prohibition is also extended to commercial communications relating to transport products or services powered exclusively by fossil fuels, provided that there are alternatives that are fully or partially powered by non-fossil energy sources, available for the same journey and whose estimated duration does not exceed that of the equivalent service by more than two and a half hours.

Additionally, advertising that generates age-related discrimination is expected to be deemed unlawful in order to prevent the promotion of a negative perception of older people. This would be in line with the World Health Organisation's definition of 'ageism' as a social phenomenon referring to negative stereotypes (prejudices) that influence our perceptions, attitudes (values and feelings) and behaviours towards other people based on their age.

The second final provision amends the Commercial Registry Regulations, approved by Royal Decree 1784/1996 of 19 July 1996, in order to prevent company or entity names from including any term or expression that could lead to error or confusion regarding the identity of the company or entity, its class or nature, or its environmental performance.

The third final provision includes the safeguarding of the status of certain regulatory provisions.

The fourth final provision covers the incorporation of European law into Spanish law. Specifically, it refers to 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 the first and second articles.

For its part, the fifth final provision, on regulatory authorisation, empowers the Government to approve whatever provisions are necessary for the development, application and implementation of the law.

The sixth final provision refers to the powers under which this regulation is issued.

This law 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 is in line with an objective of general interest and the approval of a law is necessary as an instrument both to achieve the intended aim and to amend other regulations of the same rank.

The principle of proportionality is also complied with, since the regulation contains only what is strictly necessary to achieve the aforementioned objectives and there are no other measures that would be less restrictive of rights or that impose fewer obligations on the addressees to achieve these objectives.

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

As regards the principle of transparency, prior to the drafting of this regulation, public consultation took place in compliance with Article 26, Section 2, of Law 50/1997 of 27 November 1997 on The Government. During the drafting process, the preliminary draft law was submitted to a public hearing and information procedure through its publication, as well as that of the Regulatory Impact Analysis Report, on the website of the Ministry of Social Rights, Consumer Affairs and 2030 Agenda, so that it could be made known to all citizens. The mandatory reports provided for in Article 26, Section 5, and the opinion of the Council of State have also been obtained in accordance with the provisions of Law 50/1997 of 27 November 1997 on The Government.

In relation to the principle of efficiency, the burdens generated by the regulation are those strictly necessary to achieve the intended objectives. In other words, the regulation generates the minimum possible administrative burdens for its addressees, as well as the lowest associated costs.

Finally, the participation of the autonomous communities, which will accompany the entire regulatory process throughout its various participatory stages, will be reinforced by consultation with the collegiate coordination bodies that bring together the different administrations.

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*'.

This law transposes 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, as well as Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024 establishing common rules to promote the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828.

Finally, this law is enacted in accordance with the Council of State and following prior approval of the Ministry for Digital Transformation and the Civil Service, in accordance with Article 26, Section 5 of Law 50/1997 of 27 November 1997 on The Government. It is also issued jointly under the exclusive powers of the State provided for in Article 149(1), paragraphs 1, 6, 8, 13 and 23.

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Article One. *Amendment to Law 3/1991 of 10 January 1991 on Unfair Competition*.

Law 3/1991 of 10 January 1991 on Unfair Competition, is amended as follows:

One. Article 5 is amended to read as follows:

> **'Article 5. Misleading acts.**
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> 1. Any conduct that contains false information or information that, although true, by its content or presentation, misleads or may mislead recipients, and is likely to alter their economic behaviour, is considered unfair because it is misleading, provided that it affects any of the following aspects:
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> a) The existence or nature of the good or service.
>
> b) The main characteristics of the good or service, such as its availability, its benefits, its risks, its execution, its composition, its environmental or social characteristics, its accessories, circularity aspects, such as its durability, repairability or recyclability, the procedure and date of its manufacture or supply, its delivery, its suitability, its use, its quantity, its specifications, its geographical or commercial origin or the results that can be expected from its use, or the results and essential characteristics of the tests or controls carried out on the good or service.
>
> For these purposes, durability shall be understood as the quality provided for in Article 59a, Section 3d) of 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.
>
> c) After-sales customer service and handling of complaints.
>
> d) The scope of the commitments of the business owner or professional, the reasons for the commercial conduct and the nature of the commercial operation or contract, as well as any statements or symbols indicating

that the business owner or professional or the good or service is the subject of direct or indirect sponsorship or approval.

e) The price or the manner in which the price is calculated, or the existence of a specific price advantage.

f) The need for a service or a part, replacement or repair.

g) The nature, characteristics and rights of the business owner or professional or their agent, such as their identity and solvency, qualifications, situation, approval, affiliation or connections and their industrial, commercial or intellectual property rights, or the awards and distinctions that they have received.

h) The legal or contractual rights of the consumer or the risks that the consumer may incur.

2. When a business owner or professional indicates in a commercial practice that they are bound by a code of conduct, failure to comply with the commitments made in that code is considered unfair; insofar as this commitment is firm and verifiable and, in its factual context, this conduct is likely to significantly distort the economic behaviour of its recipients.

3. Any marketing of a good as identical to another good marketed in other Member States is also considered unfair when said good has a significantly different composition or characteristics, unless this is justified by legitimate and objective factors.

4. Similarly, it is considered unfair to make an environmental claim relating to future environmental performance without clear, objective, publicly available and verifiable commitments that are included in a detailed and realistic implementation plan that includes measurable and time-bound targets and other relevant elements necessary to support its implementation, such as the effective allocation of resources. These plans shall be verified periodically by an independent third-party expert, whose conclusions shall be made available to consumers or users.

For the purposes of this regulation, an environmental claim shall mean any message or representation that is not mandatory under the legislation in force and that indicates or implies that a product, product category, brand or business owner has a positive or a nil impact on the environment, is less harmful to the environment than other products, product categories, brands or business owners, or has improved its impact over time. Environmental claims may be presented in any form, including textual, pictorial, graphic or symbolic representations, such as logos, trade names, company names or product names in the context of commercial communication.

5. It is considered unfair to advertise benefits for consumers or users that are irrelevant and do not derive from any characteristic of the product or the company.'

6. The promotion of products or services by content creators on social networks and platforms without expressly identifying their commercial nature is considered misleading.

Two. Article 21 is amended as follows:

'Article 21. Misleading practices regarding codes of conduct or other quality labels.

1. Commercial practices that falsely claim the following are considered unfair and deceptive:

a) That the business owner or professional adheres to a code of conduct.

b) That a code of conduct has received the endorsement of a public body or any other type of accreditation.

c) That a business owner or professional, their business practices, or a good or service has been approved, accepted or authorised by a public or private body, or making that claim without complying with the conditions of the approval, acceptance or authorisation.

2. The following are also unfair commercial practices since they are misleading:

a) Displaying a seal of trust or quality or an equivalent mark without having obtained the necessary authorisation.

b) Displaying a sustainability label that is not based on a certification system or that has not been established by the public authorities.

For the purposes of this regulation, a sustainability mark is considered to be any trust mark, quality mark or equivalent, of a public or private nature which, on a voluntary basis, aims to differentiate and promote a product, process or undertaking by reference to its environmental or social characteristics, or both, excluding any mandatory mark required by current legislation. The ministry with powers in consumer affairs is authorised to develop regulations governing the procedures for documenting, justifying and communicating environmental claims and sustainability labels.

A certification system shall be understood to mean a third-party verification system that certifies that a product, process or company meets certain requirements and allows the use of the corresponding sustainability label. The conditions of these systems, including their requirements, must be publicly available and meet the following criteria:

1. the system shall be open, under transparent, fair and non-discriminatory conditions, to all business owners who wish to join and are able to meet the requirements of the system;

2. the requirements of the system shall be developed by its owner in consultation with experts and relevant stakeholders;

3. the system shall establish procedures to deal with any non-compliance with its requirements and shall provide for the withdrawal or suspension of the use of the sustainability label by the business owner in such cases; and

4. supervision of the business owner's compliance with the requirements of the system shall be subject to an objective procedure and shall be carried out by a third party whose powers and independence, both in relation to the owner of the system and to the business owner, are based on the relevant technical standards and procedures, whether international, European or national.'

Three. Article 27 is amended as follows:

'Article 27. Other misleading practices.

Practices that are considered unfair because they are misleading include those that:

1. Present the rights granted by the legislation to consumers or users, or compliance with the European legal requirements imposed on all goods and services in the same category, as if it were a distinctive feature of the business owner's or the professional's offer.

2. Make inaccurate or false statements regarding the nature and extent of the danger to the personal security of the consumer and user or their family if the consumer or user does not purchase the good or service.

When such claims, even if true, use exposure to a risk or hazard 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. This information must be kept up to date.

3. Convey inaccurate or false information about market conditions or the availability of goods or services, with the intention of inducing the

consumer or user to purchase them under conditions that are less favourable than normal market conditions.

4. Include in the marketing documentation an invoice or similar payment document that gives the consumer or user the impression that they have already contracted the marketed good or service, without them having requested it.

5. Fraudulently assert or create the false impression that a business owner or professional is not acting within the scope of their business or professional activity, or fraudulently present themself as a consumer or user.

6. Resale of tickets for shows to consumers or users if the business owner acquired them using automated means for the purpose of circumventing any limit imposed on the number of tickets that a person may purchase or any other rules applicable to the purchase of tickets.

7. Claim that the reviews of a good or service are added by consumers and users who have actually used or purchased the good or service, without taking reasonable and proportionate measures to verify that such reviews belong to such consumers and users.

8. Add or instruct another individual or legal entity to include false consumer reviews or endorsements, or distort consumer or user reviews or social endorsements for the purpose of promoting goods or services.

9. Address consumers individually, having personalised the message on the basis of automated decision-making, without informing them of the parameters used for such personalisation or the data sources used in the case of offers relating to contracts for products or services in the financial sector.

10. Consist of the use of a dynamic pricing system for the marketing of goods or services that are delivered or provided on a specific date without first informing the consumer of the use of such a system for the same product on the same date, as well as the minimum and maximum price at which it will be offered and its complete evolution over time from the start of marketing to the date of delivery or provision.

11. Provide misleading information to the consumer or user about the environmental or social performance of the product or service or aspects that affect its useful life. In particular, practices that:

a) Make a generic environmental claim for which the business owner cannot demonstrate recognised excellent environmental performance relevant to that claim.

For the purposes of this regulation, a generic environmental claim is understood to be any environmental claim, regardless of its format or medium, that is not included in a sustainability label and that is not specified in clear and visible terms on the same medium.

For its part, recognised excellent environmental performance is understood to mean environmental performance that complies with Regulation (EC) No 66/2010 of the European Parliament and of the Council, of 25 November 2009, on the EU Ecolabel, officially recognised EN ISO 14024 Type I eco-labelling schemes, or which represents the highest level of environmental performance in accordance with other regulations that are applicable within the European Union.

b) Make an environmental statement about the entire good or service, or about the entire company, when it only refers to a certain aspect of the good or service or a specific activity of the company.

c) Affirm, on the basis of greenhouse gas emissions offsetting, that a product has a neutral, reduced or positive impact on the environment in terms of greenhouse gas emissions.

d) Make statements about animal welfare that could generate consumer expectations higher than the benefit generated by the products marketed. Similarly, practices consisting of the use of images on the packaging of products of animal origin that are not neutral – in which it is not possible to distinguish whether the animal is located outside or inside or its housing conditions – or faithful to the production system used, shall be considered unfair because they are misleading.

e) Conceal information from consumers or users about the fact that a software update, understood as an update necessary to maintain the conformity, security or functionality of the goods, will adversely affect the functioning of goods with digital elements or the use of digital content or digital services.

f) Present as necessary an update of programs (software) that only improves functionality characteristics, but is not necessary to ensure the conformity of the product.

For the purposes of this regulation, software updates shall be deemed necessary when they serve to maintain the conformity of goods with digital elements, digital content and digital services, in accordance with Articles 115a and 115b of the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws, including security updates.

For the purposes of this regulation, functionality shall be understood to mean the quality provided for in Article 59a, Section 1, Letter o), of the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws.

g) Engage in any commercial communication in relation to a good that contains a feature introduced to limit its durability, even though the business owner has information about the feature and its effects on the durability of the good.

h) Falsely claim that, under normal conditions of use, a good has a certain durability in terms of time or intensity of use, or present a good as not reusable or unsuitable for second-hand use when this is not true.

i) Present a good as suitable for repair when it is not.

j) Mislead consumers into believing that their goods cannot be repaired due to prior repair or inspection by an independent repairer or end user, or false claims that such repair or inspection creates security-related risks, thereby misleading them.

k) Induce the consumer or user to replace, refill or replenish the consumable elements of a good earlier than is necessary for technical reasons.

For the purposes of this regulation, any component of a good that wears out repeatedly and must be replaced, refilled or replenished in order for the good to function as intended shall be considered a consumable element.

l) Conceal information about the deterioration of the functionality of a good when using consumable elements, spare parts or accessories not supplied by the original manufacturer, or falsely claiming that such deterioration will occur.'

The practices defined in Letters a) and b) of this section, in the case of trademark use, may be invoked as grounds for revocation provided that the requirements of letter c) of Article 54.1 of Law 17/2001 of 7 December 2001 on Trademarks are met.

Four. Article 32, Section 1, is amended as follows:

'Article 32. Actions.

1. The following actions may be taken against acts of unfair competition, including unlawful advertising:

1. Declaratory action of unfair competition.

2. Action for cessation of unfair competition or prohibition of its future repetition. Likewise, an injunction may be sought if the conduct has not yet been implemented.

3. Action to remove the effects produced by the unfair conduct.

4. Action to rectify misleading, incorrect or false information.

5. Action for compensation for damages caused by the unfair conduct suffered by the consumer and, where appropriate, a reduction in the price or termination of the contract.

6. Action for unjust enrichment, which shall only be admissible when the unfair conduct injures a legal position protected by an exclusive right or other right of similar economic content.

Article Two. *Amendment of the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws, adopted by Royal Legislative Decree 1/2007 of 16 November 2007*.

The consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws, adopted by Royal Legislative Decree 1/2007 of 16 November 2007, is amended as follows:

One. A letter g) is added to Article 8, Section 1, with the following wording:

g) 'Access to sustainable consumption, understood as the right to have goods and services offered in a manner that promotes the circular economy, resource efficiency, reduced environmental impact and the durability, repairability and reusability of products, as well as information related thereto.'

Two. Article 17, Section 1, is amended as follows:

'**Article 17. Information, training and education for consumers and users**

1. The public authorities, within the scope of their respective powers, shall promote the training and education of consumers and users, ensure that they have the necessary information for the effective exercise of their rights and ensure that they are provided with understandable information on the proper use and consumption of the goods and services made available to them on the market, as well as the ecological footprint of the different products and services.'

Three. Letter g) is added to Article 18, Section 2, with the following wording:

‘g) The harmonised label provided for in Article 59a, Section 1, Letter n).’

Four. Article 20 is amended as follows:

‘**Article 20. Information required in the commercial offer of goods and services**

1. Commercial practices which, in a manner appropriate to the medium used, include information on the characteristics of the good or service and its price, enabling the consumer or user to make a decision on whether to purchase, and provided that this cannot be clearly inferred from the context, shall contain at least the following information:

a) Name, business name and full address of the business owner responsible for the commercial offer and, where applicable, name, business name and full address of the business owner on whose behalf they are acting.

b) The essential characteristics of the goods or services in a manner that is appropriate to their nature and the means of communication used.

c) The final total price, including taxes, breaking down, where applicable, the amount of any increases or discounts applicable to the offer and any additional costs, including potential management fees that are passed on to the consumer or user.

In other cases where, due to the nature of the good or service, the price cannot be accurately set in the commercial offer, information must be provided on the basis of a calculation enabling the consumer or user to verify the price. Similarly, when the additional costs to be passed on to the consumer or user cannot be calculated in advance for objective reasons, the fact that such additional costs exist and, if known, their estimated amount must be disclosed.

The trader shall provide clear and comprehensible information on the price when it has been set on the basis of a dynamic pricing system or customised pricing, based on automated decision-making.

In any case, it is prohibited to pass on management or administrative costs to the consumer when such costs correspond to expenses that the company must bear and do not represent an additional service to the consumer.

In any case, the final price offered must comply with the applicable price regulations, where appropriate, with express reference to said regulations and the parameters used to set the final price in accordance with them.

In the case of resale of contracts for the provision of goods or services to consumers or end-users, the final price shall be, as a maximum, the same price at which the contract was purchased, without the price being able to be increased by any other type of charge.

d) Payment procedures and delivery and contract execution deadlines, when they deviate from the requirements of professional diligence, understood as the level of competence and special care that can be expected from a business owner in accordance with honest market practices.

e) Where applicable, existence of the right of withdrawal.

f) In the case of goods and services offered on online marketplaces, whether or not the third party offering the goods or services is a business owner or not, according to their declaration to the online marketplace provider.

g) When a prepackaged consumer product is put on sale with a constant nominal quantity, or several units of product packaged in units of constant size, consumers must be informed in a clear and comprehensible manner when the quantity or number of units included in the package is reduced and this reduction results in an increase in the price per unit of measurement, while maintaining the same or similar design in its container or packaging.

This duty to provide information shall be deemed to have been fulfilled when the reduction in the quantity packaged, or reduction in the number of units packaged, and the price increase resulting from such reduction are indicated in a legible and visible manner at the final point of sale for a period of no less than 90 days from the first marketing of the product with the new characteristics.

For the purposes of complying with the provisions of the preceding paragraphs, the manufacturer shall inform the distributor, sufficiently in advance, of any change in the quantity of product or number of packaged units of the products it markets, and shall be liable for any breach of the provisions of this section if it fails to do so.

The ministry responsible for consumer affairs may regulate by ministerial order the format in which this information must be provided to the end consumer.

2. For the purposes of complying with the provisions of the previous section and without prejudice to any applicable sectoral regulations, the information required to be included in the commercial offer must be provided to consumers or users, particularly in the case of vulnerable consumers, in clear, understandable and truthful terms and in a format that guarantees its accessibility, so as to ensure its proper understanding and allow for optimal decision-making for their interests.

3. Commercial practices that offer consumers and users the possibility of searching for goods and services offered by different business owners or consumers and users on the basis of a query in the form of a keyword, expression or other type of data entered, regardless of where the transactions are ultimately carried out, must contain, in a specific section of the online interface that is easily and directly accessible from the page where the search results are displayed, the following information:

a) General information regarding the main parameters that determine the classification of goods and services presented to consumers and users as a result of their search.

b) The relative importance of these parameters compared to others.

This section shall not apply to providers of online search engines as defined in Article 2, Section 6, of Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services.

4. Commercial practices in which a business owner facilitates access to consumer and user reviews of goods and services must contain information on whether or not the business owner guarantees that such published reviews have been made by consumers and users who have actually used or purchased the good or service. For this purpose, the business owner shall provide clear information to consumers and users on the manner in which the reviews are processed.

In any case, for the purposes of the previous section, the reviews posted must refer to services enjoyed in the 30 calendar days prior to the date of the review, or to products for which the legal or commercial guarantee of conformity is still valid, and the business owner marketing the good or service referred to in a review shall be entitled to respond to it through the same channel.

In the event that one or more reviews have not been written by a consumer or user who has actually purchased or used the good or service to which it refers, or are misleading, the business owner to whose good or service the review refers shall be entitled to request its removal, for which purpose they must provide reliable evidence that the review has not been published by a consumer or user who has purchased or used the good or service.

5. Where a business owner provides a service that compares goods and services and provides the consumer or user with information on environmental or social characteristics, or on aspects of circularity, such as durability, repairability or recyclability, the business owner shall provide information on the comparison method, the goods and services to be compared and the suppliers of those goods and services, as well as the measures imposed to keep that information up to date.

6. The burden of proof regarding compliance with the information requirements set out in this article shall lie with the business owner.

7. Failure to comply with the provisions of the preceding sections shall be considered a misleading unfair practice within the meaning of Article 7 of Law 3/1991 of 10 January 1991 on Unfair Competition.'

Five. Article 20a, Section 1, is amended to read as follows:

'**Article 20a. Corrective measures as a consequence of unfair commercial practices available to aggrieved consumers and users.**

1. For the purposes of exercising the actions referred to in Article 32, Section 1, Subsections 1 to 5, of Law 3/1991 of 10 January 1991 on Unfair Competition, the use of unfair commercial practices against consumers and users that has been confirmed in a final decision by a competent authority or court shall be deemed to be proven, unless there is evidence to the contrary.'

Six. A new Article 20b is introduced, which is worded as follows:

'Article 20b. Limitation of the final price increase in contexts of urgency, risk or need of consumers and users.

1. There shall be no increases in the final retail price of goods and services determined in accordance with this article in situations of emergency, risk or need on the part of consumers and users. For these purposes, 'increases in the final price' shall be understood to mean any price higher than the maximum price at which the good or service, or goods or services of a similar nature, was offered during the 30 days preceding the unforeseen event giving rise to the urgency, risk or necessity.

In exceptional cases, where the maximum price offered is 50 per cent higher than the average price offered during the 30 days preceding the unforeseen circumstances in relation to the same good or service, or in relation to goods and services of a similar nature, the reference price, in accordance with the provisions of the preceding paragraph, shall be that average price increased by 50 per cent.

The provisions of the preceding paragraphs shall apply without prejudice to price increases resulting from a demonstrable rise in the cost of bringing such goods or services to market, or which are demonstrably necessary for economic operators to bring new goods or services to market, thereby mitigating the disruption to supply and demand caused by the emergency or force majeure.

For services whose prices are of a marked seasonal nature, the average price of the same period of the previous year, updated in accordance with the Consumer Price Index, shall be taken as a reference.

In the case of services with regulated tariffs or prices, or which are subject to contracts between the operator and the public administration, as these are not set freely by the operator, the condition of no price increase by the operator shall be deemed met.

2. The provisions of the preceding paragraph shall apply following the declaration of an area as being seriously affected by a civil protection emergency, as regulated by Law 17/2015 of 9 July 2015 on the National Civil Protection System. In addition, the provisions of the preceding paragraph shall also apply in situations of urgency, risk or need on the part of consumers arising from an accident, technical emergency, force majeure or other unforeseen circumstances not attributable to users, which exceptionally disrupt the balance between supply and demand, as determined in each case by Decision of the Council of Ministers.

This Decision shall specify the start and end dates of the measure, the goods or services concerned and the applicable reference for the price cap on the goods or services covered by it, in accordance with the criteria established in the first paragraph. Furthermore, the Decision may require traders affected by this restriction to provide consumers or users, as part of the commercial offer, with information on the average and maximum prices at which the goods or services have been offered during at least the 30 days prior to the offer. This information obligation shall apply for the duration of the measure or, where applicable, for any additional period expressly provided for in the Decision.

3. Failure to comply with the obligations set forth in this article shall entitle the consumer or user to an automatic refund of any amount charged in excess of the applicable maximum price, without prejudice to the applicable sanctions regime’.

Seven. Article 46 is amended as follows:

‘**Article 46. General principles.**

1. Consumer offences shall be subject to the corresponding administrative sanctions, following the appropriate investigation, without prejudice to any civil, criminal or other liabilities that may apply.

2. The competent bodies for the processing of administrative sanctioning proceedings in consumer matters may issue a public call for evidence on certain practices. This appeal may be lodged during the information or preliminary proceedings period or after the sanctioning proceedings have commenced.

3. Any actions taken during the information gathering period or preliminary actions taken by the competent body for consumer inspection and investigation shall remain confidential until the decision to initiate proceedings is adopted.

Once the initiation of sanctioning proceedings has been agreed, the interested parties may access the proceedings and obtain individual copies of the documents that comprise it, subject to the limitations provided for, where applicable, in Law 19/2013 of 9 December 2013 on transparency, access to public information and good governance.

4. In cases where the infringements defined in this law could constitute a crime, the competent body shall report this to the judicial authority or the Public Prosecutor's Office. The judicial authority and the Public Prosecutor's Office shall communicate to the competent body the decision or agreement they have adopted. If the existence of a criminal offence has not been established, or if any other decision has been issued to terminate the criminal proceedings, the sanctioning procedure may be initiated or continued. In any case, the competent body shall be bound by the facts declared proven in judicial proceedings.

5. The initiation of criminal proceedings by the courts will suspend the administrative disciplinary proceedings based on the same facts, and, where appropriate, the effectiveness of any administrative decisions imposing sanctions. However, criminal proceedings shall not prevent the Administration from taking the necessary measures to safeguard the health, safety and other interests of consumers by virtue of the non-sanctioning powers conferred upon it.

6. Under no circumstances shall a double penalty be imposed for the same acts and in relation to the same protected public interests, although other liabilities arising from other concurrent acts or offences shall be enforced.

7. When the same fact, based on an identical attack on public interests, may be classified as an infringement under two or more provisions of this law or other penal regulations, the provision that most specifically covers the conduct in question shall apply and, if all provisions cover the same characteristics, the provision that establishes the most severe sanction shall apply, without prejudice to the fact that sectoral provisions shall prevail and be given preferential application with regard to those aspects expressly provided for in the provisions of European Union law from which they derive.

8. When the commission of one offence necessarily leads to the commission of another, only the sanction corresponding to the most serious offence committed shall be imposed, without prejudice to the fact that, when classifying the offence or determining the extent of the sanction, all circumstances shall be taken into account.

9. In the case of concurrent facts constituting an infringement, all the penalties or fines provided for in this and the other applicable laws shall be imposed for each of the infringements. However, when imposing sanctions, other sanctions imposed shall be taken into account for the purposes of determining their severity, so that together they are proportionate to the seriousness of the offender’s conduct.

Concurrent facts constituting an infringement shall be deemed to exist when the same person has failed to comply with various duties that involve different infringements of the same or different public interests, without one of the infringements necessarily leading to the other, even if it has served to facilitate or conceal it, regardless of whether they relate to the same products or services, or whether those breaches are punishable under the same type of infringement.

10. Notwithstanding the provisions of the preceding section, the continued repetition of identical or similar actions or omissions by a person in relation to a series of products or services of the same type shall be punished as a single offence, although the conduct as a whole shall be taken into account.

11. When the general, collective or diffuse interests of consumers and users are affected, the consumer and user associations established in accordance with the provisions of this regulation, or in the applicable regional regulations, may appear in the administrative sanctioning procedure, insofar as no final decision has been made, and shall be considered interested parties in the proceedings when the subject matter of the administrative proceedings coincides with the purposes established in their respective statutes and they prove the specific impact on the legitimate rights and interests of any of their members by the practices that are the subject of the proceedings.

12. In proceedings where the claimant alleges discrimination and provides reasonable evidence of its existence, it shall be incumbent upon the party against whom the complaint or claim is directed to provide objective and reasonable justification, sufficiently proven, for the measures taken and their proportionality. For the purposes of the preceding paragraph, the competent consumer protection authority, as well as the courts, either ex officio or at the request of a party, may request a report from the public bodies competent in matters of equality.

13. The provisions of this title are fully guaranteed by the powers of the autonomous communities in the field of consumer protection, which may establish the necessary regulation for the full exercise of those powers.

Specifically, by means of a regulation with the force of law, other circumstances or cases additional to those provided for in Article 48, Section 3, Article 48, Section 4, Article 49, Section 2, and Article 50, may be envisaged. Similarly, the sanctions provided for in Article 49 and the limitation and expiry periods established in Article 52 shall be considered minimum requirements and may be developed and extended by regulations with the force of law.

14. Any person who is a party to the administrative sanctioning proceedings must maintain confidentiality regarding the facts of which they have become aware and any confidential information they have obtained in the course of those proceedings, and may not disclose such information, even after the proceedings have been concluded, except, in this case, by the sanctioned business owner.'

Eight. Article 48 is amended as follows:

'**Article 48. Classification and grading of infringements.**

2. Where the provisions of the preceding section do not apply, the infringements shall initially be classified according to the nature of the action or omission and the culpability of the person responsible, in accordance with the following rules:

a) Infringements of Article 47, Sections f), g), i), k), m), ñ), p), q), and t), shall be classified as minor, unless they are considered serious in accordance with the third section of this article.

b) Infringements of Sections d), e), h), j), l) o), r) and s) shall be classified as serious, unless they are considered very serious in accordance with the third section of this article.

c) The regulations of the different products, activities and services may specify the seriousness of the infringement specifications they provide in accordance with the criteria set out in this law, without in any case whatsoever constituting new infringements or penalties, or altering the nature or limits contained in this law.

In the event of infringements that cause widespread harm or risks to the interests of consumers or users across the territory of more than one autonomous community, in such a way that the unity of the national market and competition therein may be affected, within the meaning of Section 5, of Article 52a, minor or serious infringements shall be classified at the higher level.'

Nine. Article 49 is amended as follows:

'**Article 49. Sanctions.**

1. The imposition of sanctions must ensure, in all circumstances, that committing an infringement is not more beneficial to the infringing party than complying with the infringed rules. On this basis, infringements shall

be sanctioned with fines ranging between the following maximum and minimum amounts:

a) Minor infringements: between €150 and €10 000, which may be increased up to 2 % of the total global annual turnover of the infringing company for the last available financial year.

b) Serious infringements: between €10 001 and €100 000, which may be increased up to 4 % of the total global annual turnover of the infringing company for the last available financial year.

c) Very serious infringements: between €100 001 and €1 000 000, which may be increased up to 6 % of the total global annual turnover of the infringing company for the last available financial year.

However, when the application of the ranges indicated above would result in the imposition of a sanction that is disproportionate to the economic capacity of the offender, the range assigned to the lower level of seriousness may be used to calculate the sanction.

2. In order to determine, within the established minimum and maximum limits, the amount of the fine corresponding to each infringement, special attention shall be paid to the concurrence of any of the circumstances set out in Sections 3 or 4 of the previous article that could not have been taken into account for altering the classification of the infringement or that did not meet all their requirements, in addition to the nature of the infringement, the degree of culpability or the existence of intent, the continuous nature of the infringement, the number of consumers affected, the level of damage and losses suffered, the sanctions imposed for the same infringement on the perpetrator in other Member States in cross-border cases, as well as the annual turnover or any other indicator of its economic capacity.

3. The closure or shutdown of establishments, facilities or services that do not have the required authorisations or health registrations, or the suspension of their operation until the defects are rectified or the requirements demanded for reasons of health, hygiene or safety are met, and the precautionary or definitive withdrawal of goods or services from the market for reasons of health and safety, are not considered sanctions.

4. Where sanctions are imposed pursuant to Article 21 of Regulation (EU) 2017/2394, their maximum amount for very serious infringements shall be 4 % of the annual turnover of the business owner in Spain or in the Member States affected by the infringement. If this information is not available, fines of up to two million Euro may be imposed.

5. The competent body for imposing the sanction may decide to terminate the sanctioning procedure when the alleged offenders propose commitments that resolve the effects on consumers and users derived

from the conduct that is the subject of the proceedings and the public interest is sufficiently guaranteed. The commitments shall be binding and shall take full effect once they have been incorporated into the decision that closes the procedure.

6. Once they have become final through administrative channels, decisions terminating sanctioning proceedings in relation to infringements classified as very serious under this regulation, as well as those issued in accordance with Article 21 of Regulation (EU) 2017/2394, shall be freely accessible and published on the website of the relevant authority, once the interested parties have been notified. This publication will be carried out after resolving, where appropriate, any confidential aspects of its content and after dissociating the personal data referred to in Article 4, Section 1, of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, except with regard to the names of offenders.'

Ten. Article 52 is amended as follows:

'**Article 52. Prescription and expiry.**

"1. The statue of limitations for very serious infringements shall be limited to five years, serious infringements to three years and minor infringements to one year. Sanctions imposed for very serious offences shall expire after five years, those imposed for serious offences after three years, and those imposed for slight offences after one year.

2. The limitation period for infringements of consumer regulations shall not begin to run until the infringement becomes apparent or manifests itself and, in the case of continuous infringements, only when the infringing action or the last act constituting the infringement ends.

3. The statute of limitations for infringements of consumer regulations shall be interrupted by any action taken by the Administration with the knowledge of the alleged offender with a view to enforcing the law, including actions taken during the information phase or preliminary proceedings. In this case, the calculation of the limitation period shall be restarted if the sanctioning proceedings are suspended for more than three months for reasons not attributable to the alleged offender.

4. Likewise, the limitation period for infringements of consumer legislation shall be interrupted by the initiation of coordinated action within the framework of the Consumer Protection Cooperation Network or within the framework of other cooperation mechanisms between the authorities designated by the Member States as responsible for the enforcement of EU legislation protecting consumers' interests among themselves and with the Commission, with the knowledge of the alleged offender.

5. The statute of limitations shall be interrupted by criminal proceedings relating to the same facts or other related facts that cannot legally be separated from the facts constituting the infringement of the consumer regulations, so that any ruling handed down would be binding on the acting Administration.

6. Likewise, the initiation of administrative proceedings of a punitive nature for the same acts, with the knowledge of the interested party, on the basis of sectoral regulations, shall interrupt the statute of limitations for infringements of consumer regulations if, ultimately, the same grounds are found to apply, and the preferential application of consumer law is appropriate. In these cases, the calculation of the limitation period shall be restarted if the sanctioning proceedings are suspended for more than one month for reasons not attributable to the alleged offender.

7. The prescription period for sanctions shall be counted from the day after the final ruling imposing the sanction becomes enforceable or the period for appealing it has expired. The prescription period shall be interrupted in these cases by the commencement of the enforcement procedure, with notification to the interested party, and shall restart if it is blocked for more than one month for reasons not attributable to the accused. In the case of presumed rejection of the appeal or reconsideration filed against the decision imposing the penalty, the period of limitation of the penalty shall commence the day after that on which the period legally provided for the resolution of the said appeals ends.

8. The sanctioning proceedings shall lapse if no decision has been made within twelve months of their initiation. The failure to advance any of the procedural steps will not, in itself, lead to its expiry. If infringements that were previously dealt with separately are combined into a single proceeding, the time limit for issuing a decision shall be counted from the date of the agreement to initiate the last of the initiated proceedings.

The actions carried out in the course of an expired procedure, as well as the documents and other evidence obtained in that procedure, shall retain their validity and effectiveness for the purposes of proof in other procedures initiated or that may be initiated subsequently in relation to the same or another responsible party.

In any case, sanctioning proceedings may be initiated insofar as the infringement has not been prescribed, regardless of when the preliminary proceedings aimed at clarifying the facts were concluded or when a previous proceeding on the same facts expired.

9. In addition to the cases set out in Article 22 of Law 39/2015 of 1 October 2015, the 12-month period provided for resolving the proceedings may be suspended, by means of a reasoned decision, when it is necessary to request that third parties provide documents and other necessary evidence or when cooperation or coordination with other

consumer authorities of other autonomous communities or of the European Union is required. For these purposes, the suspension period shall cover the time elapsing from the submission of the request until the receipt of the information requested by the competent body in order to continue the procedure.

10. The death of the offender extinguishes the liability. In the event of financial penalties imposed on dissolved and liquidated entities, the relevant administration may take action to collect the financial penalties imposed on said entities from the partners or shareholders, who shall be jointly and severally liable for the amount of the debt up to the limit of the value of the liquidation share that has been allocated to them.'

Eleven. Section 5 of Article 52(a) is amended and a new Section 6 is added, reading as follows:

'**Article 52a. Competent administration.**

"5. However, when the infringement causes widespread harm or risk to the interests of consumers or users in the territory of more than one autonomous community, in such a way that the unity of the national market and competition therein may be affected in accordance with the provisions of this provision, competence shall lie with the competent consumer affairs bodies of the General State Administration.

To this end, when the competent consumer affairs bodies of the General State Administration initiate sanctioning proceedings on the basis of the competence established in this section, they must notify the consumer affairs authorities of the autonomous communities and the cities of Ceuta and Melilla, stating their reasons. Notwithstanding the foregoing, the consumer authorities of the autonomous communities and the cities of Ceuta and Melilla shall have power over sanctioning proceedings in accordance with Sections 1 to 4 of this article, and the competent consumer bodies of the General State Administration shall take into account the non-prescribed sanctions imposed by these authorities previously, for the purpose of determining the sanction to be imposed, if any, in order to ensure its proportionality, without prejudice to declaring the commission of the infringement.

To this end, the competent consumer protection bodies of the General State Administration shall request a mandatory report on the sanctions previously imposed for the same practices by the consumer protection authorities of the autonomous communities and the cities of Ceuta and Melilla.

In cases where the General State Administration has powers, the powers shall lie with the Directorate-General responsible for consumer affairs within the General State Administration when the sanction imposed does not exceed €100 000 or involve the temporary closure of the establishment, installation or service, and with the General Secretariat responsible for consumer affairs within the General State Administration in all other cases. In any case, the powers of the General Secretariat responsible for consumer affairs of the General State Administration shall extend, in accordance with the provisions of this section, to widespread infringements, or widespread infringements with a European Union dimension, as provided for in Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017, and to those committed via the Internet when the residence or domicile of the person responsible, provided that it coincides with the place where the administrative management and direction of the business is actually carried out, is outside the European Union.

In order to consider that an infringement of consumer regulations causes widespread harm or risk to the interests of consumers or users, in such a way that the national market and competition within it may be affected, the following circumstances, among others, shall be taken into account: the number of consumers and users affected, the size of the market in which the infringing company operates, the market share of the entity concerned, and the effects of the conduct on actual or potential competitors and on consumers and users.

6. Prioritisation of complaints.

Complaints relating to consumer issues may be considered non-priority if, among other things:

a) They provide little evidence or weak evidence, making it unlikely that the competent consumer authority, even dedicating resources to it, will be able to prove the unlawful conduct.

b) They refer to unlawful conduct whose potential scope is limited or the potential harm it may cause to consumers is minimal.

c) They refer to conduct whose prevention or eradication is more appropriately addressed through other legal instruments to preserve and promote the protection of consumers and users, or through other regional, sectoral or European Union consumer protection authorities.

The procedure for the prioritisation of consumer complaints shall be developed by regulation.’

Twelve. A new third section is introduced into Article 58, which is worded as follows:

> ‘3. In the event of claims arising from Article 20b, Section 4, or Section 97, Letter f), of this regulation, it shall be presumed that the parties have submitted to the Consumer Arbitration System provided that the amount in dispute does not exceed €2 000 and none of the parties to the contract has expressly stated to the other their opposition to this before the time when the goods or services contracted are supplied or commenced or should have been supplied or commenced’.

Thirteen. Article 59a is amended as follows:

‘**Article 59a. Definitions.**

1. For the purposes of this book, the following definitions apply:

a) “Software update”: free update, including security updates, necessary to maintain the conformity of goods with digital elements, digital content and digital services.

b) “Harmonised Notice”: Pre-contractual information provided to consumers and users on 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.

c) “Goods with digital elements”: any tangible movable object that incorporates or is interconnected with digital content or digital services in such a way that the absence of such digital content or digital services would prevent the goods from performing their functions.

d) “Goods produced in accordance with the specifications of the consumer and user”: any non-prefabricated good whose production is determined by an individual choice or decision on the part of the consumer and user.

e) “Compatibility”: the ability of goods to operate with the devices (hardware) or programs (software) with which goods of the same type are normally used, without the need to convert the goods, devices (hardware) or programs (software), as well as the ability of digital content or services to function with the devices (hardware) or programs (software) with which digital content or services of the same type are normally used, without the need to convert digital content or services.

f) “Digital content”: data produced and supplied in digital format.

g) “Supplementary contract”: a contract whereby the consumer and user acquires goods or services on the basis of another contract concluded with a trader, including distance contracts or contracts concluded away from business premises, and such goods or services are provided by the business owner or a third party on the basis of an agreement between that third party and the trader.

h) “Sale or purchase contract”: any contract entered into, within the scope of a consumer relationship, by virtue of which the business owner transfers or undertakes to transfer the ownership of goods to the consumer or user, including the provision of services.

i) “Service contract”: any contract, with the exception of the sales or purchase contract, entered into as part of a consumer relationship, under which the business owner provides or undertakes to provide a service to the consumer or user, including digital services.

j) “Personal data”: any information relating to an identified or identifiable natural person, meaning any person whose identity can be determined, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

k) “Distributor”: Any natural or legal person in the supply chain other than the manufacturer or the importer who makes a product available on the market.

l) “Digital environment”: the device (hardware), program (software) and any network connection that the consumer and user uses to access or make use of digital content or services.

m) ‘Commercial establishment’ any immovable retail facility in which the business owner carries out their activity on a permanent basis; or any mobile retail facility in which the business owner carries out their activity on a regular basis.

n) “Harmonised label”: a label that provides consumers and users with information on the commercial guarantee of durability offered by producers when it covers the entire good, has no additional costs, 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 set out in Annex II of 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.

o) “Manufacturer”: any natural or legal person who manufactures a product or has a product designed or manufactured, and who markets the product under their own name or brand.

p) “Functionality”: the ability of digital content or services to perform their functions taking into account their purpose.

q) “Commercial guarantee”: any commitment made by a business owner or producer (the ‘guarantor’) to the consumer or user, in addition to their legal obligations with regard to the guarantee of conformity, to reimburse the price paid or to replace, repair or provide a maintenance service relating to the good or digital content or service, in the event of non-compliance with the specifications or any other requirement not related to the conformity of the good or digital content or service with the contract, set out in the guarantee declaration or advertising, available at the time or before the conclusion of the contract.

r) “Commercial guarantee of durability”: the commercial guarantee whereby the producer is directly responsible to the consumer for bringing the goods into conformity throughout the duration of the guarantee, when the goods do not maintain their durability.

s) “Importer”: Any natural or legal person established within the Union who places a product from a third country on the Union market.

t) “Integration”: the connection and incorporation of digital content or services with the components of the digital environment of the consumer or user so that digital content or services are used in accordance with the conformity requirements laid down in Title IV of this book.

u) “Interoperability”: the ability of goods or digital content or services to operate with devices (hardware) or programs (software) other than those with which the goods or digital content or services of the same type are normally used.

v) “Repairability score”: a score expressing the suitability of a good to be repaired, based on harmonised requirements established at European Union level.

w) “Reconditioning”: the actions carried out to prepare, clean, test, maintain and, if necessary, repair a good or a discarded good to restore its performance or functionality within the intended use and performance range originally designed at the design stage at the time the good is placed on the market.

x) “Repair”: one or more actions carried out to restore a defective good, or waste, to a condition in which it can serve its intended purpose.

y) “Repairer”: any natural or legal person who, in connection with their commercial activity, business, trade or profession, provides a repair service, including manufacturers and sellers providing repair services and repair service providers, whether independent or associated with such manufacturers or sellers.

z) “Authorised representative”: Any natural or legal person established in the European Union who has received a written mandate from the manufacturer to act on its behalf in relation to specific tasks concerning the obligations provided for in respect of the manufacturer.

aa) “Repairability requirements”: the legally established requirements enabling the good to be repaired, including requirements to improve the ease of disassembly and requirements relating to access to spare parts, information and tools related to repair applicable to specific goods or components of the goods concerned.

ab) “Digital service”: a service that enables the consumer or user to create, process, store or consult data in digital format, or a service that enables the sharing of data in digital format uploaded or created by the consumer or user or other users of that service, or to interact in any other way with such data.

ac) “Financial service”: any service in the field of banking, credit, insurance, private pensions, investment or payment.

ad) “Durable medium”: any instrument that allows the consumer or user and the business owner to store information addressed personally to them in such a way they can easily retrieve and consult it in the future for a period of time that is appropriate for the purposes of that information and that allows for its faithful reproduction. Among others, the following are considered durable media: paper, USB drives, CD-ROMs, DVDs, memory cards or computer hard drives, emails and SMS messages.

ae) “Public auction”: a method of sale in which the business owner offers goods or services to consumers or users, who attend or are given the possibility attending the auction in person, even if it is by electronic means, through a transparent and competitive bidding procedure, managed by an auctioneer and in which the successful bidder is obliged to purchase the goods or services.

2. For the purposes of this Book, Title I, Chapter I, Articles 66a and 66b and Titles III and IV, movables are considered “goods”. Water, gas and electricity shall be considered “goods” when they are packaged for placing on the market in a limited volume or in certain quantities.

3. For the purposes of Article 20 and this book, the following shall be considered:

a) “Online marketplace” means a service using programs (software), including a website, part of a website or an application, operated by or on behalf of a business owner which allows consumers to conclude distance contracts with other business owners or consumers.

b) “Provider of an online marketplace”: any business owner making an online marketplace available to consumers or users.

c) “Classification”: the relative pre-eminence attributed to goods and services, in their presentation, organisation or communication by the business owner, regardless of the technological means employed for said presentation, organisation or communication.

d) “Durability”: 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 goods.

e) “Dynamic pricing”: pricing where the amount is determined or modified automatically and in real time based on external and objective variables unrelated to the individual consumer, such as supply and demand conditions, availability of the good or service, market costs, the time of contracting, or comparable factors, provided that such variations are not based on the profile, personal characteristics or individual behaviour of the consumer.

f) “Customised price”: a price whose amount is specifically determined or adjusted for a particular consumer through the use of personal data, behavioural profiles or other automated systems that enable the identification or inference of the consumer’s characteristics, preferences or likelihood of purchase, so that the price offered may differ from that offered to other consumers in equivalent circumstances.’

Fourteen. Section 2 of Article 60 is amended as follows:

‘2. The obligations to provide information on the goods or services laid down in this regulation and any other applicable obligations shall be relevant and, in addition:

a) The main characteristics of the goods or services, to the extent appropriate to the medium used and to the goods or services.

b) The identity of the business owner, including details of the company name, trade name, full address and telephone number and, where applicable, the identity of the business owner on whose behalf they are acting.

c) The total price, including all taxes and fees. If, due to the nature of the goods or services, the price cannot reasonably be calculated in advance or is subject to the drawing up of a quotation, the manner in which the price is determined, as well as all additional transport, delivery or postal costs or, if such costs cannot reasonably be calculated in advance, the fact that such additional costs may need to be paid.

All consumer and user information regarding the price of goods or services, including advertising, shall state the total price, breaking down, where applicable, the amount of any applicable surcharges or discounts, the costs passed on to the consumer and user, and any additional costs for ancillary services, financing, use of different means of payment or other similar payment conditions.

d) The payment, delivery and execution procedures, the date on which the business owner undertakes to deliver the goods or to execute the provision of the service.

e) Regarding the guarantees:

1. The harmonised notice, prominently displayed;

2. Where applicable, the harmonised label, prominently displayed;

3. A reminder of the existence of the legal guarantee of conformity for digital content and services; and

4. Where applicable, a reminder of the existence and conditions of after-sales services and commercial guarantees;

f) The minimum period, whether expressed as a period of time or a reference date, during which the producer or supplier provides program (software) updates in the case of goods with digital elements, digital content and digital services, when the producer or supplier makes this information available to the business owner that distributes it.

g) The duration of the contract, or, if the contract is of indefinite duration or is automatically extended, the conditions of termination. Furthermore, the existence of commitments to remain with or exclusively use the services of a particular provider must be expressly indicated, as well as the penalties in the case of termination of the service provision.

h) The language or languages in which the contract may be concluded, when this is not the language in which the pre-contract information has been offered.

i) The existence of the right of withdrawal that may correspond to the consumer and user, the time limit and the manner of exercising it.

j) The functionality of goods with digital elements, digital content and digital services, including applicable technical protection measures, such as, among others, protection through digital rights management or regional codification.

k) All relevant compatibility and interoperability of goods with digital elements, digital content and digital services known to the business owner or which the business owner can reasonably be expected to know, such as, among others, the operating system, the necessary version or certain elements of the physical media.

l) The procedure for dealing with complaints from consumers and users, as well as, where appropriate, information on the out-of-court dispute resolution system provided for in Article 21, Section 4.

m) Where applicable, the repairability score of the goods.

n) When there is no repairability score for a good, information on the availability, estimated cost and procedure for ordering the spare parts necessary to maintain the conformity of the good, as well as the availability of repair and maintenance instructions and repair restrictions, provided that all this information is made known to the business owner distributing the good on behalf of the producer.'

Fifteen. Section 1 of Article 97 is amended as follows:

'**Article 97. Pre-contractual information for distance contracts and contracts concluded outside business premises.**

1. Before the consumer and user is bound by any distance or off-premises contract or any corresponding offer, the business owner shall provide them with the following information in a clear and understandable manner, paying particular attention to vulnerable consumers:

a) The main characteristics of the goods or services, to the extent appropriate to the medium used and the goods or services concerned.

b) The identity of the business owner, including their trading name.

c) The full address of the business owner's establishment, their telephone number and their email address. Likewise, where the business owner provides other online means of communication which ensure that the consumer or user can maintain any kind of written correspondence, including the date and time of such correspondence, with the business owner on a durable medium, the information shall also include details of those other means. All these means of communication provided by the business owner will enable the consumer or user to contact and communicate with the business owner quickly and efficiently. Where applicable, the business owner shall also provide the full address and identity of the business owner on whose behalf they are acting.

d) If different from the address provided in accordance with Letter c), the full address of the business owner's registered office and, where applicable, that of the business on whose behalf it is acting, to which the consumer or user may address their complaints.

e) The total price of the goods or services, including taxes and fees, or, if the price cannot reasonably be calculated in advance due to the nature of the goods or services, the manner in which the price is determined, as well as, where applicable, all additional transport, delivery or postal charges and any other expenses or, if such expenses cannot reasonably be calculated in advance, the fact that it may be necessary to pay such additional expenses. In the case of a contract of indefinite duration or a contract that includes a subscription, the price shall include the total costs per billing period. Where such contracts are charged at a fixed rate, the total price shall also mean the total of the monthly costs. Where it is not possible to reasonably calculate the total cost in advance, the method by which the price is determined shall be clearly indicated.

f) Where applicable, it shall be disclosed that the price has been set using a dynamic or personalised pricing system, based on automated decision-making, which must remain unchanged throughout the purchasing process, as well as the parameters that have been taken into account to carry out such price setting, or on the data sources used in cases of contracting products or services in the financial sector, which, under no circumstances, may be discriminatory or exploit situations of urgency or need. Once the purchase process has begun, no price variation may be made at any time for that purchase.

Likewise, for the marketing of goods or services that are delivered or provided on a specific date and that are offered to the consumer in advance, the consumer must be informed of the price or price range applicable at that time and of the price or range reasonably estimated for each subsequent contracting date until the date of delivery or provision, as well as the average price at which the same goods or services have been offered in the preceding 30 days. In the case of goods or services offered for sale for the first time, the average price at which goods or services of a similar nature have been marketed by the same operator in the previous 30 days shall be taken as a reference for this purpose. In these cases, price variations outside this reference or range may only be established as promotions or discounts, always with a price lower than the absolute minimum price indicated.

The business owner must keep the history of the reference price ranges published for each date of service provision available to the competent authorities for a minimum period of three years. In any case, the regulations on temporary price setting during situations of urgency, risk or necessity for the consumer or user provided for in Article 20b of the regulation shall apply.

Failure to comply with the obligations set forth in this section shall entitle the consumer or user to an automatic refund of any amount charged in excess of the applicable maximum price, without prejudice to the applicable sanctions regime.

g) The cost of using the remote communication technique for the conclusion of the contract, where that cost is calculated on a basis other than the basic rate.

h) The payment, delivery procedures, including environmentally friendly delivery options if available, operation and execution, the date on which the business owner undertakes to deliver the goods or perform the provision of the services, as well as, where applicable, the business owner’s claim handling system.

i) The language or languages in which the contract may be concluded, when this is not the language in which the pre-contract information has been offered.

j) Where there is a right of withdrawal, the conditions, time limit and procedures for exercising that right, as well as the withdrawal form template.

k) Where applicable, the indication that the consumer or user will have to bear the cost of returning the goods in the event of withdrawal and, for distance contracts, where the goods, by their nature, cannot normally be returned by post, the cost of returning the goods.

l) In the event that the consumer or user exercises the right of withdrawal after submitting a request in accordance with Article 98, Section 8, or Article 99, Section 3, the information that in such a case the consumer or user must pay the business owner reasonable expenses in accordance with Article 108, Section 3.

m) Where, pursuant to Article 103, the right of withdrawal does not apply, an indication that the consumer or user does not have that right, or the circumstances in which they will lose it when it does apply.

n) Regarding the guarantees:

1. The harmonised notice, prominently displayed.

2. Where applicable, the harmonised label, prominently displayed.

A reminder of the existence of the legal guarantee of conformity for digital content and services.

o) The minimum period, whether expressed as a period of time or a reference date, during which the producer or supplier provides program (software) updates in the case of goods with digital elements, digital content and digital services, when the producer or supplier makes this information available to the business owner distributing it.

p) Where appropriate, the existence of after-sales assistance to the consumer and user, after-sales services and commercial guarantees, as well as their conditions.

q) The existence of relevant codes of conduct and the manner of obtaining copies of them, where appropriate. For this purpose, a code of conduct is understood to be an agreement or set of rules not imposed by legal, regulatory or administrative provisions, which defines the behaviour of those business owners who undertake to comply with the code in relation to one or more commercial practices or economic sectors.

r) The duration of the contract, where appropriate, or, if the contract is of indefinite duration or is automatically extended, the conditions of termination.

In those fixed-term contracts subject to renewal, the consumer or user shall be informed, 15 days prior to the expiry of the period for communicating their intention not to renew, of the expiry of said period and of the consequences of not communicating the cancellation of the renewal.

s) Where applicable, the minimum duration of the consumer's or user's obligations under the contract.

t) Where applicable, the existence and conditions of any deposits or other financial guarantees that the consumer or user must pay or provide at the request of the business owner.

u) Where applicable, the functionality of goods with digital elements, digital content or digital services, including applicable technical protection measures.

v) Where applicable, any relevant compatibility and interoperability of the goods with digital elements, digital content or digital services known to the business owner or which the business owner could reasonably be expected to know.

w) Where applicable, the possibility of resorting to an out-of-court dispute resolution mechanism to which the business owner is subject and the methods for accessing it.

x) Where applicable, the repairability score of the goods.

y) When there is no repairability score for a good, information on the availability, estimated cost and procedure for ordering the spare parts necessary to maintain the conformity of the good, as well as the availability of repair and maintenance instructions and repair restrictions, provided that all this information is made known to the business owner distributing the good on behalf of the producer.'

Sixteen. Section 2 of Article 98 is amended as follows:

'2. If a distance contract to be concluded by electronic means entails payment obligations for the consumer and user, the business owner shall make the information set out in Article 97, Section 1, Letters a), e), n) Section 2, q) and r) known to the consumer and user in a clear and prominent manner, and just before the order is placed.

The business owner must ensure that the consumer and user, when placing the order, expressly confirms that they are aware that it implies an obligation to pay. If an order is placed by activating a button or similar function, this must be labelled, in such a way as to be easily legible, only with the words 'order with an obligation to pay' or a similar unambiguous wording indicating that placing the order entails an obligation to pay the business owner. Otherwise, the consumer or user shall not be bound by the contract or order.'

Seventeen. Letter d) of Article 115b, Section 1, is amended to read as follows:

'd) Present the quantity and possess the qualities and other characteristics, in particular with regard to the durability of the good, the repairability, accessibility and continuity of the digital content or service and the functionality, compatibility and security normally exhibited by goods and digital content or services of the same type and which the consumer or user can reasonably expect, given their nature and taking into account any public declaration made by or on behalf of the business owner or by other persons at previous stages of the transaction chain, including the producer, especially in advertising or labelling. The business owner shall not be bound by such public statements if they can prove any of the following facts:

1. that they were unaware of and could not reasonably have been expected to be aware of the statement in question;

2. that, at the time the contract was entered into, the public statement had been corrected in the same or similar way to how it had been made;

3. that the public statement could not have influenced the decision to acquire the good or the digital content or service.'

Eighteen. Article 118 is amended as follows:

'**Article 118. Legal framework for compliance.**

1. If the goods do not conform to the contract, in order to bring them into conformity, the consumer or user shall have the right to choose between repair or replacement, unless one of these two options proves impossible or, compared to the other corrective measure, entails disproportionate costs for the business owner, taking into account all the circumstances, including those set out in Section 3 of this article, as well as whether the alternative corrective measure could be provided without major inconvenience to the consumer or user.

Before offering the consumer or user a solution to restore the conformity of the goods, the business owner shall inform them of their right to choose between repair and replacement, as well as of the possible extension of the liability period established in Article 120, Section 1, if they opt for repair.

2. If the digital content or digital services are not in conformity with the contract, the consumer or user shall have the right to demand that they be brought into conformity.

3. The business owner may refuse to bring the goods or digital content or services into conformity where this proves impossible or involves disproportionate costs, taking into account all circumstances, including:

a) The value that the goods or digital content or services would have had if the non-conformity had not existed.

b) The relevance of the non-conformity.

4. The corrective measures for achieving conformity shall adhere to the following rules:

a) They shall be free of charge for the consumer or user. Such free service shall include the necessary expenses incurred in bringing the goods into conformity, in particular the costs of postage, transport, labour or materials.

b) They must be carried out within a reasonable period of time from the moment the business owner has been informed by the consumer or user of the non-conformity.

c) They must be carried out without major inconvenience to the consumer or user, taking into account the nature of the goods or digital content or services and their intended purpose for the consumer or user.

d) Depending on the specificities of the category of goods concerned and, in particular, on the consumer's or user's need to have them permanently available, the seller may provide the consumer or user with a replacement good free of charge, on loan, which may be a reconditioned good, for the time it takes to bring it into conformity.

e) In the event that the consumer or user opts for the replacement of the goods as a corrective measure to bring them into conformity, the seller may provide, at the express request of the consumer or user, a reconditioned good.

5. When repair or replacement of the goods is appropriate, the consumer or user shall make them available to the business owner, who shall, where applicable, recover the replaced goods at their own expense in the manner that causes the least inconvenience to the consumer or user, depending on the type of goods.

6. When a repair requires the removal of goods that have been installed in a manner consistent with their nature and purpose before the lack of conformity became apparent, or when they are replaced, the obligation to repair or replace them shall include the removal of the non-conforming goods and the installation of the replaced or repaired goods, or the assumption of the costs of such removal and installation by the business owner.

7. The consumer or user shall not be liable for any payment for the normal use of the replaced goods during the period prior to their replacement.'

Nineteen. Section 1 of Article 120 is amended as follows:

'1. In the case of a contract for the sale of goods or the supply of digital content or services supplied in a single act or a series of individual acts, the business owner shall be liable for non-conformities which exist at the time of delivery or supply and manifest themselves within three years of delivery in the case of goods or two years in the case of digital content or services, without prejudice to Article 115b, Section 2, Letters a) and b).

This period shall be extended by an additional twelve months, for one time only, when the consumer or user opts for repair as a corrective measure to restore the conformity of the goods.

In the case of second-hand goods, the business owner and the consumer or user may agree on a shorter period than that indicated in the first paragraph, which may not be less than one year from delivery.'

Twenty. Article 127a is amended as follows:

‘Article 127a. Repair and after-sales services.

1. The producer shall ensure the existence of an appropriate technical service, as well as spare parts, for a period of at least 10 years from the date on which the good ceases to be manufactured, without prejudice to the time limits that may be established by the legal acts of the European Union listed in Annex II to Directive (EU) 2024/1799 of the European Parliament and of the Council, of 13 June 2024, establishing common rules to promote the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828, or in any other sectoral regulations that are directly applicable.

The producer shall provide information to the Technical Assistance Services (TAS) upon request regarding the date on which the good ceased to be manufactured and, in any case, shall publish that date on its website.

2. The manufacturer shall be obliged to repair, either by itself or through a subcontractor, the goods for which the legal acts of the European Union listed in Annex II to Directive (EU) 2024/1799 of the European Parliament and of the Council, of 13 June 2024, establish requirements for repairability, to the extent that such requirements are established, unless repair is impossible.

Manufacturers may not refuse to repair such goods solely on the grounds that other repairers or any other person has previously carried out a repair.

3. Repairs pursuant to the preceding section shall be carried out under the following conditions:

a) They shall be free of charge or reasonably priced;

b) They shall be made within a reasonable period of time from the moment the producer physically takes possession of the goods, has received them, or the consumer or user has granted them access to them;

c) The producer may provide the consumer or user with a replacement good free of charge or at a reasonable price for the duration of the repair; and

d) In cases where repair is impossible, the producer may offer the consumer or user a reconditioned good.

4. Where the manufacturer required to carry out a repair under Section 2 of this article is established outside the European Union, its authorised representative in the European Union shall fulfil this obligation

or, where there is no such representative, the importer shall assume the obligation. Failing the above, the distributor shall assume the obligation of the manufacturer.

In any of these cases, the repair may be subcontracted in order to fulfil the repair obligation.

5. It is prohibited to increase the prices of spare parts when using them in repairs. The price list for spare parts must be available to the public, as must the price list for other related services, with the different goods being itemised on the invoice.

For their part, manufacturers marketing spare parts and tools for goods covered by the European Union legal acts listed in Annex II to Directive (EU) 2024/1799 of the European Parliament and of the Council, of 13 June 2024, establishing common rules to promote the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828, shall offer such spare parts and tools at a reasonable price that does not discourage repair.

The party obliged to carry out the repair in accordance with this article shall ensure that consumers have access, via a freely accessible website, to information on indicative prices charged for typical repairs of goods covered by the European Union legal acts listed in Annex II to Directive (EU) 2024/1799 of the European Parliament and of the Council, of 13 June 2024, establishing common rules to promote the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828.

6. Manufacturers shall not use contractual clauses or techniques related to equipment or software that prevent the repair of goods for which the legal acts of the European Union listed in Annex II to Directive (EU) 2024/1799 of the European Parliament and of the Council, of 13 June 2024, establishing common rules to promote the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828, establish an obligation to repair. This obligation may only be limited on the basis of legitimate and objective factors, including the protection of intellectual property rights.

In particular, manufacturers shall not prevent independent repairers from using original or second-hand spare parts, compatible spare parts and spare parts produced by 3D printing, provided that such parts comply with the requirements laid down in the regulations currently in force, such as product safety requirements or compliance with intellectual property.

7. Without prejudice to the repair obligation under this article, consumers may request the repair from any repairer of their choice.

8. The party obliged to carry out the repair under this article shall make information about its repair services available to consumers free of charge in an easily accessible, clear and understandable manner, at least for the duration of the obligation to repair under this article.

9. The action or right to recover the goods delivered by the consumer or user to the business owner for repair shall expire one year after the time of delivery. The regulations shall establish the information that the business owner must record when goods are delivered for repair and the ways in which said delivery may be verified.'

Twenty-one. Article 127b is added with the following wording:

'Article 127b. European Repair Information Form.

1. Repairers, without prejudice to the legal or regulatory obligation to prepare a prior estimate applicable to each case, may provide the consumer or user with the European repair information form set out in Annex IV, which shall be provided free of charge, on a durable medium and within a reasonable time after the consumer or user has requested it and before the consumer or user is bound by a contract for the provision of repair services.

2. Notwithstanding the provisions of the preceding section, when a diagnostic service, including a physical or remote examination, is necessary to determine the nature of the defect and the type of repair and to estimate the cost of the repair, the repairer may request that the consumer or user pay the necessary costs of such service, and must inform them in advance of the costs of the diagnostic service.

3. The repairer shall not modify the repair conditions specified in the European repair information form for a period of 30 calendar days from the date on which that form was provided to the consumer or user, although the repairer and the consumer or user may agree on a longer validity period for the conditions included in the form.

When the consumer or user, within the period of validity, accepts the repair conditions set out in the form, the repairer shall be obliged to carry out the repair service in accordance with those conditions.

4. With the complete and accurate delivery of the European repair information form to the consumer, the following information requirements shall be deemed to have been met:

a) The information requirements relating to the main characteristics of the repair service laid down in Article 60, Section 2, Letter a), and Article 97, Section 1, Letter a), of this law and in Article 22, Section 2, Letter h), of

Law 17/2009, of 23 November, on free access to service activities and the exercise thereof.

b) The requirements regarding information on the identity of the repairer and the contact details set out in Article 60, Section 2, Letter b), and Article 97, Section 1, Letters b), c) and d) of this law; in Article 22, Section 2, Letter a), of Law 17/2009, of 23 November, on free access to service activities and the exercise thereof and in Article 10, Section 1, Letter a), of Law 34/2002, of 11 July, on information society services and electronic commerce.

c) The information requirements relating to the prices set out in Article 60, Section 2, Letter c) and Article 97, Section 1, Letter e), of this law and in Article 22, Section 2, Letter g), and Section 3, Letter a), of Law 17/2009, of 23 November, on free access to service activities and the exercise thereof.

d) The information requirements regarding the terms and conditions of the service provision and the deadline for providing the repair service established in Article 60, Section 1, Letter d) and Article 97, Section 1, Letter h) of this law.

5. For the sole purpose of applying the repair financing system, the section on the 'Nature of the defect' of the European Repair Information Form must contain an assessment of the diligence in the use of the repairable item, where the repairer must specify whether they consider that the need for repair is due to misuse of the good by the consumer or to a previous poor repair. To this end, you must attach to the explanation of the due diligence assessment elements that allow for an independent assessment, including graphic material and a description of the malfunction that requires repair.

Twenty-two. Annex IV is added with the following content:

ANNEX IV

European Repair Information Form

Part I Identity and contact details of the repairer providing the repair service.	
Repairer	[Identity, with mention of the name or business name and tax identification number]
Address	[Geographic address to be used by

	the consumer]
Telephone number	
Email	
Other online means of communication enabling the consumer to contact the repairer and to communicate with him/her quickly, efficiently and in an accessible manner.	
Part II Information on the repair service.	
Good that needs to be repaired	[Identification of the good, indicating, where appropriate, the brand, model and serial number;]
Nature of the defect	[Description of the defect]
Suggested type of repair	[What kind of measures will be taken to repair the defect]
Repair price or, if this cannot be calculated, applicable calculation method and maximum repair price	[This means the total amount or, if it is not possible to calculate it in advance, the calculation method and the maximum amount of the repair service, in EUR]
Time limit for completing the repair	[Time limit within which the repairer undertakes to provide the service, expressed in days]
Availability of temporary replacement goods	[A temporary replacement item means that the consumer receives an equivalent good to use during the repair period; the repairer must indicate ‘Yes’ or ‘No’.]
If yes, please indicate the corresponding costs, if any:	[EUR]
Place of delivery of the goods	[The place where the consumer delivers the goods for repair]
Where applicable, the availability of ancillary services	[Please indicate whether, and to what extent, ancillary services such as removal, installation and transport are

	offered, or indicate 'None' if no ancillary services are offered for the repair in question.]
If yes, please indicate the corresponding costs, if any:	[In EUR per service offered]
Period of validity of the European Repair Information Form	[Validity period of at least 30 days]
Where applicable, additional information.	

Article Three. *Measures to promote repairs covered by the Right to Repair*

1. Those obliged to carry out repairs in accordance with Article 127a, Section 2, of the consolidated text of the General Law for the Protection of Consumers and Users must implement the necessary measures in order to contribute to the prevention of waste and externalities resulting from generation.

2. The operators described in the previous section shall contribute to the financing of the repair costs of their goods incurred by consumers, once the legal guarantee period has expired, in accordance with the following scheme:

a) During the two years following the expiry of the relevant legal guarantee of conformity or commercial guarantee, the contribution towards financing the repair costs shall be 20 per cent of those costs.

b) During the year following the period referred to in Letter a), the contribution to the financing of the repair costs shall be 10 per cent of those costs.

c) During the year following that referred to in Letter a), the contribution to the financing of the repair costs shall be 5 per cent of those costs.

The time limits indicated above shall apply provided that the time limits by which the manufacturer is obliged to carry out the repair in accordance with the provisions of the legal acts of the European Union listed in Annex II to Directive (EU) 2024/1799 of the European Parliament and of the Council, of 13 June 2024, establishing common rules to promote the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828 remain in force, without in any case the manufacturer, or the operator who is obliged, having an obligation to contribute to the costs of the repair once four years have elapsed from the expiry of the term of the legal guarantee of conformity or corresponding commercial guarantee.

In the event that the repair cost exceeds 50 per cent of the market sale price of the good, as determined by the liable party, or the price at which the good was last sold by the liable party, if it is no longer marketed, this shall be the cost that must be taken into account for the purposes of applying the contribution provided for in the previous paragraph.

The application of the time limits and percentages determined in this section for the regulation of the contribution to the financing of the repair costs after the expiry of the legal compliance guarantee period, will apply in the absence of potential additional commercial guarantees agreed contractually. In the event that a commercial guarantee has been agreed in addition to the legal guarantee period of conformity, the financing scheme regulated in this article shall also start to run at the time of expiry of the legal guarantee period, and shall apply between the end of the commercial guarantee and the period referred to in Letter c), if this is later.

3. Those obliged to do so, either individually or through associations grouped by sector or related sectors, must have a point of contact for this purpose where repairers can request reimbursement of the corresponding amount, which must be carried out within a maximum period of 30 days from the date of the request of these repairers.

4. Repairers, which must be registered on the European online platform for repairs, shall directly deduct the repair cost financed by those obligated under this article in the European Repair Information Form.

5. The contribution provided for in the second section of this article shall not operate in the event that the reason for the repair is related to an unintended use of the good by the consumer or outside what is considered to be reasonably foreseeable taking into account the technical specifications of the good.

In these cases, the repairer shall not include in the European Repair Information Form the amount borne by those obliged in accordance with this article, which must be justified in a reasoned manner on the basis of the provisions of the preceding paragraph. Consequently, those obliged to carry out the repair in accordance with the first section of this article shall not be obliged to bear the contribution provided for in the second section.

With a view to ensuring the provisions of this section, those liable for the contribution shall have the right to request from the repairer a copy of the European Repair Information Form provided to the consumer, as well as to request additional information if necessary.

6. Repairers who do not comply with or who fraudulently or negligently comply with the provisions of Article 127b, Section 5, of the consolidated text of the General Law for the Protection of Consumers and Users shall be excluded from the European Online Platform on Repairs.

7. Annually, those obligated under this article shall publish the amounts intended to finance repairs, the list of repairers to which they have transferred the amounts and the quantity of goods repaired accordingly, as well as the number of requests for contribution rejected on the basis of the fifth section.

First additional provision. *European Online Platform on Repairs.*

1. The ministry responsible for consumer affairs will manage the national section within the common online interface of the European Online Platform on Repairs developed by the European Commission in accordance with the provisions of Directive (EU) 2024/1799 of the European Parliament and of the Council, of 13 June 2024, establishing common rules to promote the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828, which will enable consumers or users to find, free of charge, repairers, sellers of reconditioned goods, buyers of defective goods for reconditioning or participatory repair initiatives, who may register on the platform on a voluntary basis.

2. The requirements for registration in the national section of the European Online Platform on Repairs by repairers will be developed by ministerial order, which will require the submission of at least the following documentation in order to guarantee the necessary technical training:

a) Certificate of registration in the Census of Business Owners, Professionals or Withholders in any of the groups or headings of the Economic Activities Tax Rates empowering the repair of goods or products;

b) Declaration of responsibility attesting to adherence to applicable European or Spanish quality standards, if any, in matters of repair;

c) Compulsory civil liability insurance covering your professional activities;

d) Proof of being up to date with all tax and social security obligations.

It will not be necessary to present certificates proving that tax and social security obligations are up to date if the repairer expressly authorises the Ministry of Social Rights, Consumer Affairs and 2030 Agenda to collect this information from the competent public authorities.

3. The Ministry responsible for consumer affairs will act as the national contact point for the European online platform. The competent regional authorities in this matter shall carry out checks on repairers, sellers of reconditioned goods, purchasers of defective goods for reconditioning and participatory repair initiatives that are established in their respective autonomous communities and whose scope of action is limited to their territory, and will notify their details through the central contact point to the other Member States and to the European Commission.

4. The national contact point shall be responsible for the following tasks:

a) Providing access, through the autonomous communities, to the national section for the registration of repairers, sellers of reconditioned goods, purchasers of defective goods for reconditioning, and participatory repair initiatives;

b) Assisting the European Commission in the operation of the national section of the European online platform.

5. National and regional public administrations with competence in consumer affairs will adopt appropriate measures to inform consumers or users, relevant economic operators and sellers about the availability of the European online platform. They shall also inform consumers or users through appropriate means of the right to the repair of goods and the means of asserting it.

Second additional provision. Notification of measures relating to air or rail transport.

All measures set out in this Law that might affect freedom of pricing in air or rail transport must comply with the relevant European Union legislation and must be notified to the European Commission prior to their implementation.

Single repealing provision. *Regulatory repeal.*

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

First final provision. *Amendment to General Advertising Law 34/1988 of 11 November 1988.*

Letter a) is amended and a new Letter f) is added to Article 3 of General Advertising Law 34/1988 of 11 November 1988, as follows:

> ‘a) Advertising that violates the dignity of a person or violates the values and rights recognised in the Spanish Constitution, especially those referred to in Articles 14, 18 and 20, Section 4, thereof. The above provision shall include advertisements that present women in a degrading manner, either by specifically and directly using their bodies or parts thereof as mere objects unrelated to the product being promoted, or by associating their image with stereotypical behaviours that violate the foundations of our legal system, contributing to the violence referred to in Organic Law 1/2004 of 28 December 2004 on Comprehensive Protection Measures against Gender Violence and Organic Law 10/2022 of 6 September 2022 on the comprehensive guarantee of sexual freedom.

Likewise, any form of advertising that contributes to the generation of violence or discrimination in any of its manifestations on minors, or promotes stereotypes of a sexist, racist, aesthetic, linked to age, or of a homophobic or transphobic nature or on the grounds of disability, as well as advertising which promotes prostitution, shall be considered included in the previous provision.

Similarly, advertising that promotes commercial practices for surrogacy shall be considered included in the above provision.

f) Advertising of fossil fuels, understood as any commercial communication intended to promote the contracting or acquisition of energy products composed exclusively of fossil-based derivatives, with a renewable component share less than double that established by Royal Decree 1085/2015 of 4 December 2015 promoting biofuels, when issued by companies in the coal or oil sector.

The prohibition shall also extend to commercial communications relating to transport products or services powered exclusively by fossil fuels, provided that there are alternatives fully or partially powered by non-fossil energy sources, available for the same journey and whose estimated duration does not exceed that of the equivalent service powered exclusively by fossil fuels by more than two and a half hours, taking into account the total time that the passenger must remain on the means of transport. This ban shall apply only to transport services whose route begins and ends within the mainland, excluding regular public transport services for general passenger use operated by public authorities, passenger rail services primarily intended for tourism, and historic train services.'

Second final provision. Amendment to the Commercial Registry Regulations, approved by Royal Decree 1784/1996 of 19 July 1996.

Article 406 of the Commercial Registry Regulations, approved by Royal Decree 1784/1996 of 19 July 1996 is amended to read as follows:

'Article 406. Prohibition of misleading names.

The name may not include any term or expression that could mislead or cause confusion in commercial transactions regarding the identity of the company or entity, its type or nature, or its environmental or social performance.

Company names that include environmental, ecological or sustainable references shall not be considered misleading or confusing when such references are backed by internationally recognised certifications, such as ISO 14021, ISO 14024, EPEAT or other equivalent certifications.’

Third final provision. Safeguarding the rank of certain regulatory provisions.

The provisions included in regulatory standards that are subject to modification by this law may be modified by norms of the regulatory rank corresponding to the regulation in which they appear.

Fourth final provision. *Transposition of European Union Law.*

This law transposes 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 the empowerment of consumers for the green transition through better protection against unfair practices and through better information, as well as Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024 establishing common rules to promote the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828.

Fifth final provision. *Regulatory enactment.*

The Government is empowered to make such provisions as may be necessary for the development, application and implementation of the provisions of this law.

Sixth final provision. Jurisdictional powers.

This law is based on Subsections 1, 13 and 23 of Article 149, Section 1, of the Spanish Constitution, which attribute to the State the powers to regulate the basic conditions that guarantee the equality of all Spaniards in the exercise of their rights and in the fulfilment of their basic constitutional duties, the coordination of general planning of economic activity and basic legislation on environmental protection, without prejudice to the powers of the autonomous communities to establish additional protection standards, respectively.

The following provisions are excepted from this:

Article One is issued under the legal framework of Article 149, Section 1, Subsections 6, 8 and 13 of the Spanish Constitution, which grants the State powers over commercial legislation, civil legislation, and bases and coordination of the general planning of economic activity, respectively. These powers also form the basis of Article Two, Section 19 and Article Three.

Article Two is based on the same powers enshrined in the first final provision of the regulation that it modifies.

The second final provision is issued in accordance with the provisions of Article 149, Section 1, Subsection 6, of the Spanish Constitution, which grants the State powers over commercial legislation.

Seventh final provision. *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) Section 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 17, 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.