



Coimisiún um
Iomaíocht agus
Cosaint Tomhaltóirí

Competition and
Consumer Protection
Commission



Empowering Consumers for the Green Transition

Guidance for Businesses

Changes to consumer law under the European Union Regulations | **May 2026**



Coimisiún um
Iomaíocht agus
Cosaint Tomhaltóirí

Competition and
Consumer Protection
Commission

New retail rules are coming – are you ready?

*S.I. No. 124/2026 - European Union
(Empowering Consumers for the Green
Transition (ECGT)) Regulations 2026*

What this is about

- Applies to any business selling to consumers in the EU (including online)
- Helps customers make informed and more sustainable choices
- Cracks down on misleading “green” claims.

What you must do from 27 September 2026

- Show the official EU consumer rights notice in-store and on your website.
This explains customers' rights to a repair, replacement or refund.
- Show the official EU label beside any product that has a free commercial guarantee of durability that applies to the whole product and lasts more than 2 years (*if the producer has given you this information*).

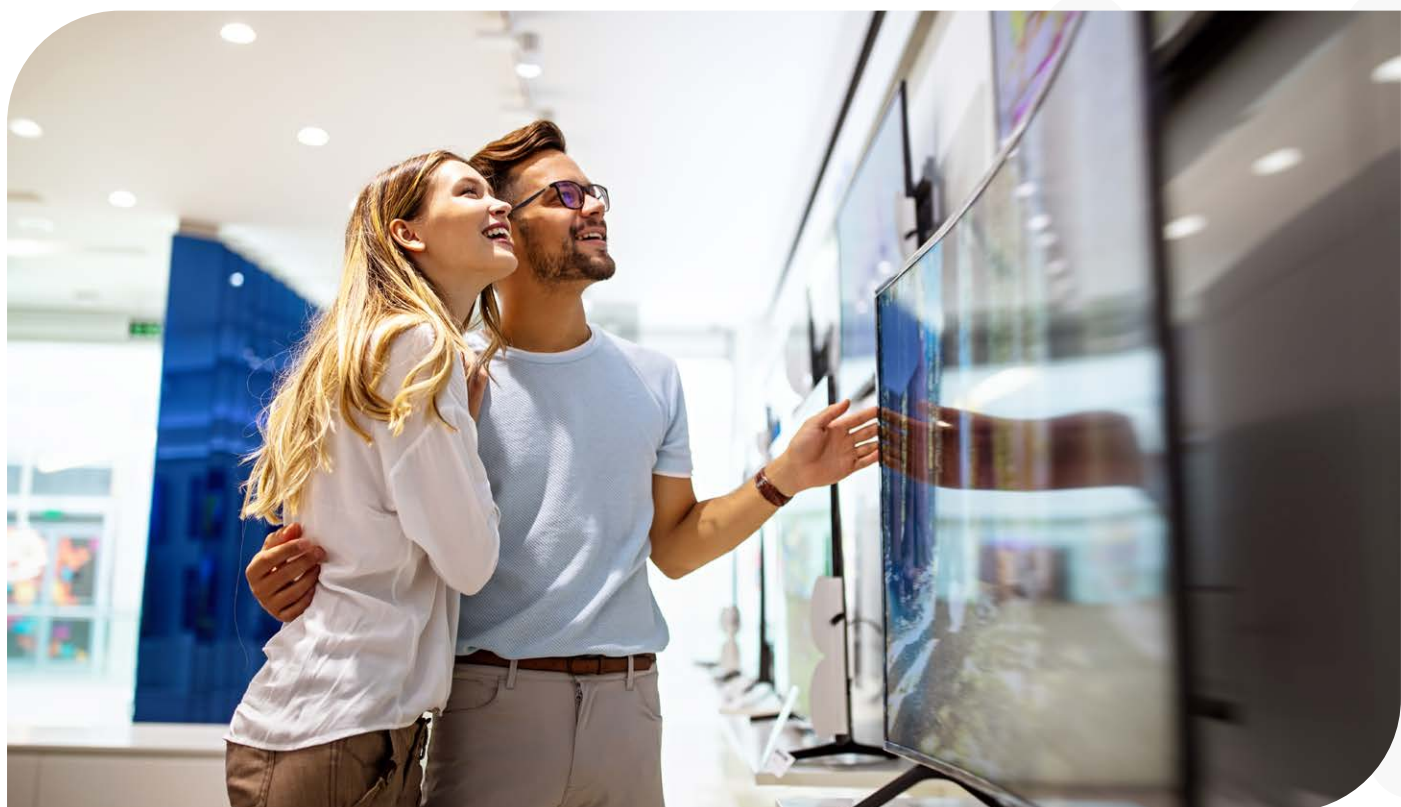
What you can do now

- Visit [CCPC.ie](https://www.ccpc.ie) for guidance.
- Check all your environmental and sustainability claims.
- Scan the QR code to download the official EU notice and label.



Contents

Introduction	5
1. New information required for on-premises and online contracts	6
Harmonised notice	7
Where to display the notice	8
Harmonised label	9
Where to display the label	9
Specific new information for off-premises contracts	10
2. Expansion of misleading practices to goods with digital elements	10
Why this matters	10
3. Changes to misleading commercial practices: providing false information	11
4. Changes to misleading commercial practices in marketing and advertising	11
5. Changes to misleading commercial practices: omitting or concealing material information	12
6. New prohibited commercial practices	13
7. Information requirements related to repair and delivery	13
Final note for businesses	14
Legal disclaimer	14
Useful links	14
Glossary of terms	15





Competition and Consumer
Protection Commission

Bloom House, Railway Street,
Dublin 1, D01 C576

Tel +353 (0)1 402 5500
Consumer helpline 01 402 5555

ccpc.ie

Introduction

The European Union (Empowering Consumers for the Green Transition) Regulations 2026 is bringing important changes to Irish law on consumer information and environmental marketing claims. The Regulations will apply to all businesses that sell to EU consumers from 27 September 2026 and update two key pieces of Irish consumer law:

- the Consumer Protection Act 2007, which governs unfair and misleading commercial practices
- the Consumer Rights Act 2022, which sets out information requirements for consumer contracts.

The Regulations introduce key requirements for:

- **Consumer information** – introduce requirements to display information at point of sale and on product pages on seller websites and expands existing pre-contractual information requirements to now include information on durability, reparability and availability of software updates.
- **Environmental claims** – any claims must accurately reflect the environmental performance of the product or service.
- **Sustainability labels** – introduces stricter rules with labels required to be based on certification schemes with independent verification.
- **Durability and reparability claims** – goods should not be presented as having certain levels of durability or reparability unless this can be demonstrated and businesses must disclose to the consumer any negative impacts on the functioning of goods with digital elements from software updates.

These changes are part of a wider EU initiative to enhance consumer protection against unfair practices in relation to environmental and product durability claims and help consumers make more sustainable purchasing decisions.

From 27 September 2026, all traders who conduct business instore or online will need to provide clearer, more accurate information to consumers, particularly around:

- environmental claims
- durability and reparability of products
- goods that rely on software or digital elements warranties and guarantees.

As a business:

- You must display an official EU notice (known as a harmonised notice) in a prominent place at points of sale instore and online.
- You must display an official EU label (known as a harmonised label) for products that come with a free commercial guarantee of durability of more than two years if the producer has made that information available to you
- You must ensure that certain information is available to consumers before they complete a purchase instore or online
- You should be aware that there are new offences and prohibited practices under consumer law.

This guidance outlines these changes and what they mean for traders and producers.

1

New information required for on-premises and online contracts

The Regulations introduce two types of official information that businesses must display for both instore or online (trader websites or online marketplaces) sales:

- Harmonised notice
- Harmonised label

Note: Though the harmonised notice and harmonised label are being introduced by this legislation, neither are specifically related to green claims. Rather, both are designed to provide information to consumers on certain legal rights in relation to conformity.

Harmonised notice

From 27 September 2026, it will be mandatory for all businesses to display a harmonised notice.

The notice must be used to inform consumers about a business's legal obligation to supply goods that are in conformity with the sales contract according to the minimum EU-wide 2-year legal guarantee period. It informs consumers of their rights regarding refunds, repair and replacement of goods that are not in conformity with the sales contract within this period.

The harmonised notice acknowledges that certain EU

countries may have different legal guarantee periods. As a result, the 6-year limitation period in which Irish consumers can raise a problem is not affected.

The harmonised notice has a standard format across all EU member states. It is available in colour and black and white. It displays a QR code on the top right corner that consumers can scan to access information on the consumer rights that apply in their country. If the consumer is unable to scan this QR code, they are entitled to ask the seller for clarification of their rights.



Figure 1: Harmonised notice



LEGAL GUARANTEE

Minimum two-year legal guarantee protection for goods sold in the European Union.

Consumers can claim their rights under the legal guarantee of conformity, for example if goods:

- ✔ do not match the description;
- ✔ do not function as intended.

Sellers are liable for any lack of conformity which existed when the goods were delivered, and which becomes apparent within the legal guarantee period. Sellers in such a situation are required to offer:

- ✔ **free repair** or **free replacement**;
- ✔ in some cases, a **price reduction** or **full reimbursement**.

Some countries have a longer legal guarantee period. For second-hand goods, a shorter period may apply, but not less than one year.

For more information on your rights in a specific country, scan the QR code below or ask the seller.



europa.eu/youreurope/guarantees

What to do if you receive non-conforming goods:

- 1 Contact the seller as soon as possible to report the issue;
- 2 Provide proof of purchase, such as a receipt, invoice, or bank statement.



Sellers and producers may also offer commercial guarantees, which apply independently from the legal guarantee. For example, you may see this GARAN label representing a **commercial guarantee of durability** offered by the producer at no additional cost and covering the entire good.

For further guidance on your obligations to consumers in the sale of goods, see the recent CCPC guidance for traders which is available at *The Consumer Rights Act 2022*.

Where to display the notice

Instore

It is the responsibility of traders to print and display the harmonised notice instore. It can be displayed in colour or in black and white.

The notice must be displayed “in a prominent manner” at all points of sale, for example, in an eye-catching way on a wall in the shop, at the shop entrance, next to the checkout counter or on a wall beside a self-service check out.

Online

On a website, the notice must also be displayed in a prominent manner, for example on the product catalogue page, on the header of your website or at a product check out page. It can

only be displayed in colour online. For more examples of where the harmonised notice can be displayed in physical stores or online, please visit the European Commission’s [Practical Guidelines for Sellers and Producers](#)

The notice must follow the exact design set out in EU law. It can be downloaded at the following link: [Implementing regulation - EU - 2025/1960 - EN - EUR-Lex.](#)

Harmonised label

From 27 September 2026, it will be mandatory for a business to display a harmonised label where:

- a producer (including a manufacturer and importer) offers a commercial guarantee of durability at no extra cost
- the guarantee covers the

entire good and lasts for longer than two years

- the producer makes that information available to the trader.

You are required to display (in colour or in black and white) the harmonised label only where this type of commercial guarantee of durability exists and where the producer makes information about that commercial guarantee available to you.

Where a producer offers a commercial guarantee of durability, they are responsible for providing your business with the harmonised label or the information necessary to communicate that guarantee to consumers.



Figure 2: Harmonised label



Where to display the label

The harmonised label will be displayed on or near the product to which the commercial guarantee of durability applies, for example on the product, packaging or on the shelf where the product is displayed. Online, the label will be displayed next to a picture of the product or on the product check-out page. It may be displayed in a nested format, as shown below.

Figure 3: Harmonised label (nested online version)



For more examples of where the Harmonised Label can be displayed, please visit the [European Commission's Practical Guidelines for Sellers and Producers](#).

The producer can place the harmonised label directly on the good or packaging or provide you with the harmonised label or the information needed to reproduce it, for example "AW Technologies guarantee laptop model AW x1234 for a period of 5 years." Therefore, you may be required to use this information to produce the harmonised label. As with the harmonised notice, the harmonised label can be downloaded at the following link: [Implementing regulation - EU - 2025/1960 - EN - EUR-Lex](#).

Specific new information for off-premises contracts

Before the conclusion of any off-premises (such as doorstep sales) or distance (such as online websites or online marketplaces) contracts, your business must clearly inform consumers about:

- the legal guarantee of conformity, through the harmonised notice (as described above)
- any applicable commercial guarantee of durability, through the harmonised label (as described above)
- for goods with digital elements, the minimum period during which the producer will provide software updates (if that information is made available by the producer).



2 Expansion of misleading practices to goods with digital elements

Through the 2026 Regulations, goods with digital elements are now clearly defined in Irish consumer law by reference to the Consumer Rights Act 2022. They include physical goods that rely on digital content or software to function properly, such as:

- smart phones and tablets
- smart home devices
- connected appliances
- “wearables”
- any product that needs software updates to work as expected.

Why this matters

The 2026 Regulations bring goods with digital elements firmly within the rules on misleading commercial practices. Certain practices relating to software updates and functionality are now explicitly prohibited and treated as offences under consumer protection law.



3 Changes to misleading commercial practices: providing false information

The law now makes it clearer that providing false or unsubstantiated (unverified) information about a product's environmental performance, social characteristics, durability, reparability, recyclability or functionality is misleading. Businesses must be able to prove that what they say about a product in these circumstances are factual, verifiable and backed up by evidence. Provision of false information will be misleading and is illegal.



4 Changes to misleading commercial practices in marketing and advertising

Marketing and advertising practices based on environmental claims are also tightened under the new Regulations. It is now misleading to:

- make claims about future environmental performance (for example, "this product will be carbon neutral by 2030") unless you have an implementation plan that:
 - sets clear and measurable commitments
 - is realistic
 - sets time-bound targets
 - is verified by an independent third-party
 - is publicly available
- advertise benefits that are irrelevant and do not actually result from the product or the business itself, where this

could influence a consumer's decision, for example, claiming that a particular brand of bottled water is gluten free or claiming that paper sheets do not contain plastic.

All marketing claims must be meaningful, accurate and clearly linked to the product or service. Providing false information will be misleading and, therefore illegal.



5

Changes to misleading commercial practices: omitting or concealing material information

The Regulations add new information that must be provided to consumers and is illegal to hide or omit. Specifically, where a business provides a service that compares products based on:

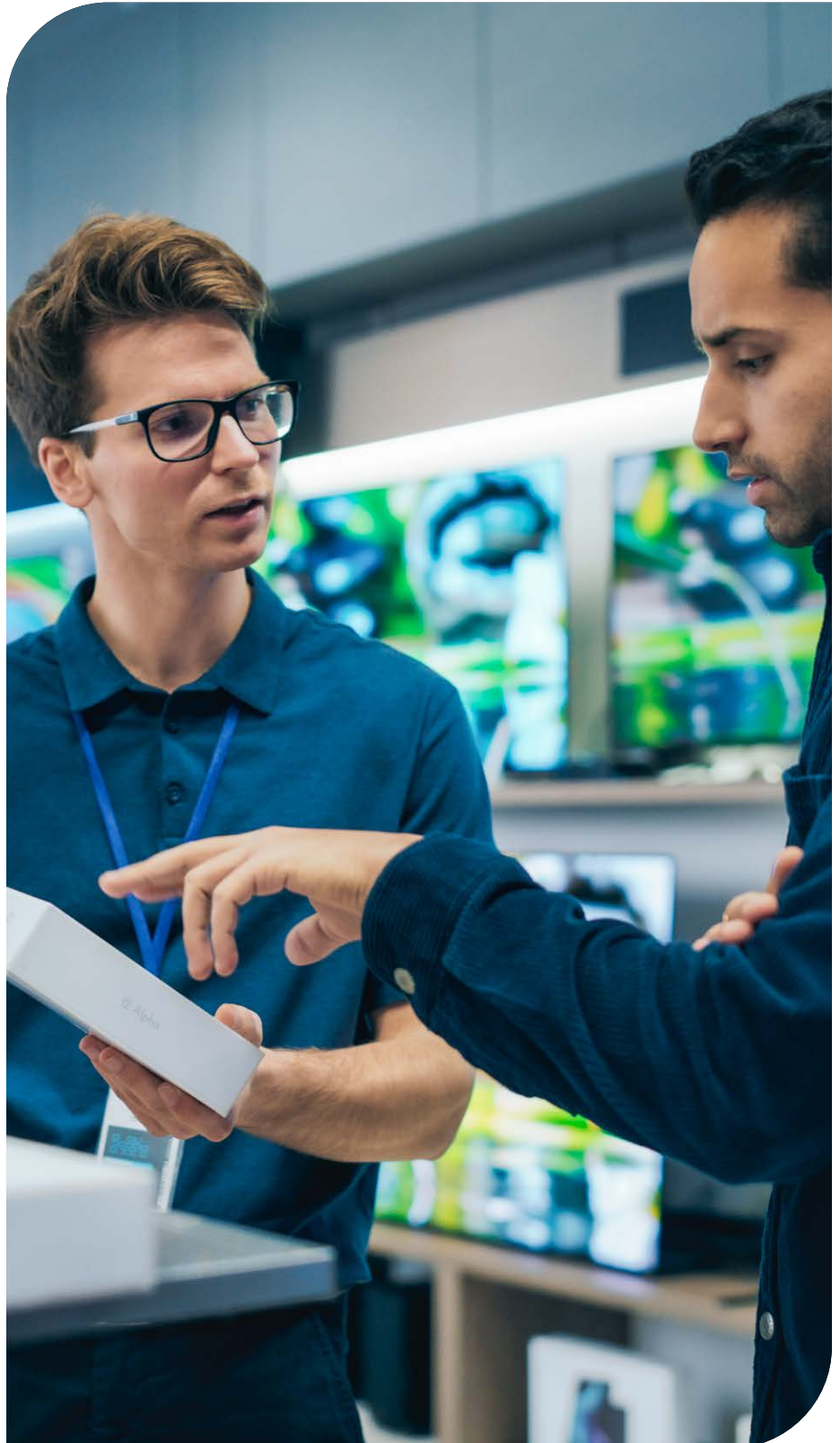
- environmental characteristics
- social characteristics
- circularity aspects such as durability, reparability or recyclability,

certain information is now automatically considered material information and must be provided to consumers.

This information includes:

- how the comparison is carried out
- which products are compared
- which suppliers are included
- how the information is kept up to date.

Failing to provide this information may be a misleading omission and is illegal.



6 New prohibited commercial practices

The list of practices that are automatically prohibited under consumer law has been expanded to prevent misleading practices relating to environmental and durability claims.

Businesses must not:

- make generic environmental claims (such as “eco-friendly”, “green” “100% recyclable”) without being able to demonstrate recognised excellent environmental performance
- claim that a whole product or business is environmentally beneficial if the claim only applies to one limited aspect
- claim that a product has a neutral, reduced or positive environmental impact based on offsetting of greenhouse gas emissions
- display a sustainability label that is not based on a recognised certification scheme or a public authority label
- present legal requirements that apply to all products as if they were a special feature of your own product, for example, highlighting legally required features such as a 2-year guarantee as a unique selling point
- make any commercial communication promoting a good which contains a feature that limits the durability of the good, despite information about that feature being available to the trader
- withhold information about software updates that will negatively affect a product’s functionality
- present optional software updates as necessary when they only add new features,
- falsely claim that a product has a certain level of durability
- suggest a product can be repaired when it cannot,
- encourage consumers to replace consumables earlier than technically necessary,
- wrongly claim that using third-party consumables or spare parts will impair a product when this is not true.

These practices are prohibited regardless of intent and may lead to enforcement action.

7 Information requirements related to repair and delivery

The Regulations set out several additional requirements, including providing:

- the reparability score for goods, where applicable
- where no reparability score applies, information on spare parts, repair instructions and any repair restrictions, if the producer has made this information available
- information on environmentally friendly delivery options, where available.



Final note for businesses

These changes significantly raise the standard for the environmental, durability and digital information you must provide consumers. Before 27 September 2026, businesses should review:

- marketing materials
- product labels
- in-store signage
- online product listings
- pre-contract information processes.

Infringements of the new rules can be enforced through existing consumer protection legislation. Under the Consumer Protection Act 2007, engaging in misleading or prohibited commercial practices may lead to Compliance Notices, Prohibition Orders and, in more serious cases, criminal prosecution.



In addition, the Consumer Rights Act 2022 provides further remedies to consumers where goods are not in conformity. There are also consequences for businesses that do not provide pre-contractual information about consumer rights. These new measures collectively reinforce the importance of providing

clear, accurate and complete information to consumers regarding their consumer rights. For more information on traders' obligations please visit the CCPC's guide for traders on ccpc.ie at The Consumer Rights Act 2022.

Useful links

Directive: Directive - EU - 2024/825 - EN - EUR-Lex

Statutory Instrument: S.I. No. 124/2026 - European Union (Empowering Consumers for the Green Transition) Regulations 2026

FAQ Document issued by European

Commission: https://commission.europa.eu/document/download/3c257883-bb2a-4dd9-a6dc-501d587bb34f_en?filename=faq...

EU Commission: Practical Guidelines for Sellers and Producers: Practical Guidelines for Sellers and Producers

Harmonised Notice and harmonised

Label Regulation: Implementing regulation - EU - 2025/1960 - EN - EUR-Lex

CCPC: A Guide for Traders: Consumer Remedies in Sale of Goods Contracts: The Consumer Rights Act 2022

Legal disclaimer

This guidance reflects the views of the CCPC as of 20 May 2026. The CCPC may amend this guidance as necessary. This guidance is an overview of the provisions of the European Union (Empowering Consumers for the Green Transition) Regulations 2026 and is not intended to be fully exhaustive and inclusive of all provisions of the Regulations.

This guidance does not constitute legal advice. A trader must decide whether its conduct and/or that of its staff complies with consumer protection law.

This guidance is intended to help traders in making that assessment. If a trader has doubts about whether its conduct complies with the law, it should seek independent legal advice.

Glossary of terms

Environmental claim

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

Generic environmental claim

Any environmental claim made in written or oral form, including through audiovisual media, that is not included on a sustainability label and where the specification of the claim is not provided in clear and prominent terms on the same medium

Sustainability label

Any voluntary trust mark, quality mark or equivalent, either public or private, that aims to set apart and promote a product, a process or a business by reference to its environmental or social characteristics, or both, and excludes any mandatory label required under European Union or national law

Certification scheme

A third-party verification scheme that certifies that a product, process or business complies with certain requirements, which allows for the use of a corresponding sustainability label, and the terms of which, including its requirements, are publicly available and meet the following criteria:

- open under transparent, fair, and non-discriminatory terms to all traders willing and able to comply with the scheme's requirements

- the scheme's requirements are developed by the scheme owner in consultation with relevant experts and stakeholders
- sets out procedures for dealing with non-compliance with the scheme's requirements and provides for the withdrawal or suspension of the use of the sustainability label by the trader in case of non-compliance with the scheme's requirements and
- monitoring of a trader's compliance with the scheme's requirements is subject to an objective procedure and is carried out by a third party whose competence and independence from both the scheme owner and the trader are based on international, Union or national standards and procedures.

Off premises contract

A contract that is offered or entered into away from the trader's premises (such as in the consumer's home or workplace) or on a trip organised by the trader, where the consumer and trader are physically in each other's company

Distance contract

A contract between a trader and a consumer who are not physically in each other's company up to, and including, the time the contract is entered into. This can include buying something online, over the phone, from a mail order catalogue or from a TV shopping channel, for example

Prohibited commercial practice

Any way of promoting, selling or supplying goods or services to consumers that the law does not allow because it is unfair

In broad terms, a commercial practice is prohibited if it:

- misleads consumers, for

example by giving false information, leaving out important details, or presenting information in a way that is likely to confuse the average consumer

- pressures or intimidates consumers, for example by using aggressive sales tactics, harassment or undue influence that limits a consumer's ability to make a free and informed choice or
- appears on a list of practices that are always banned, regardless of the circumstances (sometimes called "blacklisted practices").

If a commercial practice is prohibited, a business must not use it at any stage of the transaction, including during advertising, marketing, sales discussions or aftersales interactions.

Nested format

A digital presentation method for online distance contracts where a shortened visual element of the harmonised label is initially displayed, and the complete, unmodified version is revealed immediately upon a single user interaction, without redirection or delay

Producer

A manufacturer of goods, an importer of goods into the European Union or any person purporting to be a producer by placing its name, trademark or other distinctive sign on goods

Reparability score

A score expressing the capacity of a good to be repaired, based on harmonised requirements established at European Union level. For further information on product reparability, including scoring, please visit [Product Bureau | Circular Economy: Environmental and Waste Management](#)



Competition and Consumer
Protection Commission

Bloom House, Railway Street,
Dublin 1, D01 C576

Tel +353 (0)1 402 5500
Consumer helpline 01 402 5555

ccpc.ie