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**GREEN TRANSITION OR NORMATIVE COMPLICATION:  
EMPOWERING CONSUMERS THROUGH DIRECTIVE (EU)  
2024/825 AND CURRENT PRACTICE CHALLENGES**

*Directive (EU) 2024/825 on empowering consumers for the green transition seeks to address the challenges of manipulative green marketing and establish a stricter regulatory framework, ensuring better transparency of environmental claims and other essential information on product sustainability. By prohibiting unfounded and misleading environmental claims and introducing an obligation to provide information on the product's reparability score and the duration of software updates, and by preventing planned early obsolescence, the Directive seeks to contribute to sustainable development in the EU's internal market. The paper outlines new provisions on greenwashing and planned early obsolescence, accompanied by new national solutions, particularly in Croatian law, and examples from the CJEU case law and EU Member States. Following a comprehensive analysis of the rules and practice, a legitimate question has arisen regarding the effectiveness of the newly introduced solutions and shortcomings that may hinder the goals of the green transition and sustainable development.*

**Key words:** *Directive (EU) 2024/825. – Manipulative green marketing (greenwashing). – Planned early obsolescence. – Unfair commercial practices. – Sustainability.*

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## 1. INTRODUCTION\*\*

The world we live in today and the planet, as the only habitat, is extremely threatened and depleted by excessive and irresponsible production and the consumption of various goods and services. Across the world, as well as at the level of the European Union (EU) legal order, there is a multitude of political, economic and legal initiatives, programmes and regulatory frameworks aimed at transition from a linear to a circular economy, waste and environmental pollution reduction, increasing energy efficiency, as well as numerous other activities, with the ultimate aim of achieving sustainable development.<sup>1</sup> Unlike the linear economy (*'take, make and dump'*), the circular economy, even though it is not a new concept, emphasises reuse and recycling, as well as repairing and reduced use of products, and in this sense it contributes significantly to sustainability and preservation of the planet in a holistic and adaptable manner (Terry 2021, 1–3).

Article 3(3) of the Treaty on European Union promotes sustainable development of Europe, at the same time achieving the goal of a high level of protection and improvement of environmental quality, while Articles 11 and 12 of the Treaty on the Functioning of the European Union, and Articles 37 and 38 of the Charter of Fundamental Rights of the European Union contain horizontal clauses and require the guarantee of environmental protection, with the aim of promoting sustainable development and consumer protection in the establishing and implementation of Union policies and activities.<sup>2</sup> Consumer law and the relationship between producers/traders and consumers (business-to-consumer, B2C) are especially important in achieving these goals. The production chain whose ultimate goal is to

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<sup>1</sup> The 1987 Brundtland Report defines the sustainable development as development ‘that meets the needs of the present without compromising the ability of future generations to meet their own needs’. UN Report of the World Commission on Environment and Development: Our Common Future (1987) UN doc A/42/427.

<sup>2</sup> Treaty on European Union and Treaty on the Functioning of the European Union, *OJ C 202/1* of 7.6.2016. (consolidated version); Charter of Fundamental Rights of the European Union, *OJ C 202/389* of 7.6.2016.

generate profit, consumers, traders, producers, as well as numerous other stakeholders, inevitably affect sustainability and preservation of the planet through their actions and businesses (Mak, Terryn 2020, 227).

In regard to strengthening the position of consumers in the green transition, Directive (EU) 2024/825<sup>3</sup> represents an important step forward in improving consumer rights in the context of the green transition and sustainable development, by providing better protection against unfair practices and better information. Through the adoption of Directive (EU) 2024/825 on the green transition, the European legislator is attempting to respond to the existing challenges of manipulative green marketing and to establish a more stringent regulatory framework, which would ensure better transparency of environmental claims as well as other important information related to product sustainability. On the one hand, strengthening transparency in B2C relationships empowers consumers to choose sustainable products: by providing precise, clear, and comprehensible information on the product, traders can significantly contribute to the sustainable development goals. On the other hand, practices such as misleading advertisement and other unfair commercial practices and violations of traders' obligations related to providing information should be sanctioned more efficiently. By establishing new rules, Directive (EU) 2024/825 aims to contribute to the achievement of these goals, as well as to generally strengthen sustainable development within the EU's internal market.

According to the European Green Deal,<sup>4</sup> the green transition represents a strategic goal of the Union, aimed at achieving climate neutrality and establishing sustainable production and consumption practices. Responsible consumption and production are among the key UN goals related to sustainable development and therefore comprise an integral part of the UN Guidelines for Consumer Protection.<sup>5</sup> The European Green Deal, the new Circular Economy Action Plan,<sup>6</sup> the New Consumer Agenda,<sup>7</sup>

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<sup>3</sup> Directive (EU) 2024/825 of the European Parliament and of the Council of 28.2.2024 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, *OJ L* 2024/825.

<sup>4</sup> European Commission, The European Green Deal, COM(2019) 640 final.

<sup>5</sup> UN 2015. Transforming our world: The 2030 Agenda for Sustainable Development, UN Doc A/RES/70/1; UN Conference for Trade and Development. 2016. UN Guidelines for Consumer Protection, New York/Geneva: United Nations.

<sup>6</sup> European Commission. 2020. A new Circular Economy Action Plan, For a cleaner and more competitive Europe, COM(2020) 98 final.

<sup>7</sup> European Commission. 2020. New Consumer Agenda: Strengthening consumer resilience for sustainable recovery, COM(2020) 696 final.

as well as numerous other initiatives, confirm that without informed and responsible actions of consumers in the market, it is not possible to fully achieve the sustainable development, circular economy, climate neutrality, and environmental pollution reduction goals (Šajn 2022, 1–8). This is also particularly reflected in Directive (EU) 2024/825, which in its preamble, in addition to the foundational principles of the proper functioning of the internal market and high level of consumer protection, also introduces environmental protection by stating that '[i]n order to contribute to the proper functioning of the internal market, based on a high level of consumer protection and *environmental protection, and to make progress in the green transition*, it is essential that consumers can make informed purchasing decisions and thus contribute to more sustainable consumption patterns'.<sup>8</sup>

However, comprehensive research and studies on market and consumer conduct indicate that consumers often do not have at their disposal the necessary information for making sustainable purchasing decisions, such as precise and transparent information about the environmental characteristics or repairability and durability of the product (European Commission 2018; BEUC 2023a). Furthermore, regardless of the existing legal order of consumers' rights at the level of the EU, unclear, generic, incorrect and misleading claims are regularly used in practice when providing goods and services, creating only an illusion of product sustainability, without any real and factually substantiated basis (e.g. 'go green'; '100% recycled bottle', etc.) (OECD 2025, 21–23). Statistics and studies from the past several years confirm that, at the EU level alone, more than 50% of products contain false or misleading environmental claims, while 85% of consumers reported being unsatisfied regarding environmental claims and 82% reported being unsatisfied with information about product durability and repairability.<sup>9</sup> This type of misleading unfair commercial practice by traders, so-called

<sup>8</sup> Directive (EU) 2024/825, rec. 1, emphasis by author.

<sup>9</sup> European Commission. 2019. Sustainable Products in a Circular Economy: Towards an EU Product Policy Framework Contributing to the Circular Economy, SWD(2019) 91 final; European Commission. n.d. 2020 – sweep on misleading sustainability claims. [https://commission.europa.eu/topics/consumers/consumer-rights-and-complaints/enforcement-consumer-protection/sweeps\\_en#ref-2020--sweep-on-misleading-sustainability-claims](https://commission.europa.eu/topics/consumers/consumer-rights-and-complaints/enforcement-consumer-protection/sweeps_en#ref-2020--sweep-on-misleading-sustainability-claims), last visited January 15, 2026; European Commission, Green Claims, [https://environment.ec.europa.eu/topics/circular-economy-topics/green-claims\\_en](https://environment.ec.europa.eu/topics/circular-economy-topics/green-claims_en), last visited January 15, 2026; European Commission. 2022. Impact Assessment Report Accompanying the Proposal for a Directive Amending Directives 2005/29 and 2011/83 as Regards Empowering Consumers for the Green Transition Through Better Protection Against Unfair Practices and Better Information. Commission staff working document, SWD(2022) 85 final.

greenwashing, represents a serious obstacle to informed and sustainable consumer decisions about purchases, by significantly degrading consumer trust and fair market competition.

The focus of this article, therefore, is precisely the practice of manipulative green marketing and planned early obsolescence, as well as the analysis of Directive (EU) 2024/825, which introduces comprehensive rules aimed at combating these unfair practices. Even though one-sided at first glance, Directive (EU) 2024/825 actually introduces – in a normatively complex manner – numerous changes and amendments to already existing key consumer directives, therefore aiming to strengthen the consumer regulatory framework. In addition to the amendments to Directive 2005/29/EC on unfair commercial practices<sup>10</sup> and Directive 2011/83/EU on consumer rights,<sup>11</sup> the new Directive references definitions and solutions from a range of other European acts. This normative approach does not only impede the expression of numerous new rules, but also calls into question their effectiveness and enforcement in practice. In addition to analysing the innovations, this article therefore also critically deliberates the effectiveness and contribution of Directive (EU) 2024/825 to the green transition and sustainable development. The article provides a detailed depiction of the newly introduced European rules and the impact of accepting Directive (EU) 2024/825 at the national level, particularly by presenting the solutions in Croatian law. It analyses current examples from the practice of the Court of Justice of the European Union (CJEU), as well as comparative court practices of other EU Member States and beyond, such as examples from France, Italy, Germany, the Netherlands, Croatia and other jurisdictions where the application of the Directive (EU) 2024/825 is anticipated.

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<sup>10</sup> 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, as well as Regulation (EC) No 2006/2004 of the European Parliament and of the Council, *OJ L* 149.

<sup>11</sup> Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council, *OJ L* 304.

## 2. REGULATORY REASONS AND GOALS OF THE ADOPTION OF DIRECTIVE (EU) 2024/825 ON EMPOWERING CONSUMERS FOR THE GREEN TRANSITION

Bearing in mind the increasingly widespread practice of greenwashing, i.e. the misleading unfair commercial practice of depicting products as environmentally more acceptable and sustainable than they actually are, the European legislator has recognised the need for establishing clear and transparent criteria and additional regulation and specification of the environmental and product sustainability claims (Hedemann-Robinson, 2025, 64).<sup>12</sup> The legal framework for consumer protection, especially Directive 2005/29/EC and Directive 2011/83/EU, provides protection from unfair commercial practices and establishes the obligation of comprehensive pre-contractual and contractual informing of the consumer, but in practice it proved to be insufficient for addressing the increasingly widespread unfair practice of manipulative green marketing and digitalisation challenges (Mišćenić 2024, 103). The frequent use of misleading environmental claims, planned early obsolescence, non-transparent and misleading information in the digital environment, as well as many other aspects of unfair commercial practices, required additional and more precise normative regulation at the European level. Despite the fact that the aforementioned directives and EC guidelines on their interpretation and application already contain certain provisions that could encompass such forms of prohibited unfair commercial practices, as well as omissions in the information of consumers,<sup>13</sup> the European legislator now for the first time specified and explicitly prohibited them, regulating them in detail in the EU consumer legal framework and consequentially in those of the Member States.

In order to enable the achievement of the goals related to better protection from unfair practices and more efficient consumer information, Directive (EU) 2024/825 introduces new bans on unfair misleading commercial

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<sup>12</sup> Merriam-Webster defines 'greenwashing' as 'the act or practice of making a product, policy, activity, etc. appear to be more environmentally friendly or less environmentally damaging than it really is', (<https://www.merriam-webster.com/dictionary/greenwashing>, last visited January 15, 2026).

<sup>13</sup> Commission Notice, Guidance on the interpretation and application of Directive 2005/29/EC of the European Parliament and of the Council concerning unfair business-to-consumer commercial practices in the internal market, *OJ C 526/01*; Commission Notice, Guidance on the interpretation and application of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights, *OJ C 525/01*.

practices, on the one hand, and prescribes a number of trader obligations regarding transparent information of consumers, on the other. Directive (EU) 2024/825 suppresses unfair commercial practices and marketing exploitation of the consumer interests related to sustainable products by introducing a ban on generic claims of environmental friendliness, so-called green claims, such as ‘green’, ‘nature’s friend’, ‘ecological’, ‘environmentally correct’, ‘climate friendly’, ‘gentle on the environment’, ‘carbon friendly’, ‘energy efficient’, ‘biodegradable’, ‘biobased’, etc., ‘when recognised excellent environmental performance cannot be demonstrated’.<sup>14</sup> In the future, traders will be required to provide detailed and transparent information on the durability and reparability of products, availability of spare parts, software update availability and duration, etc., with the aim of suppressing unfair practices of early and planned obsolescence, especially in the case of electronic products and products with digital elements.<sup>15</sup>

It should also be pointed out that Directive (EU) 2024/825 – which was adopted based on Article 114 TFEU, as the legal grounds for approximation of the laws of the Member States, aimed at the establishment and functioning of the internal market, but also the only ‘true’ legal grounds for harmonising regulations on consumer protection – comprises only one in a series of European acts that aim to achieve the goals of the green and digital transition and sustainable economy in consumer law (Mišćenić 2022, 701). It is also linked to other consumer acts, such as Directive (EU) 2024/1799 on common rules promoting the repair of goods,<sup>16</sup> the Ecodesign for Sustainable Products Regulation (2024/1781),<sup>17</sup> Twin Directives (EU) 2019/770 and 2019/771,<sup>18</sup> the ‘Omnibus’ or ‘Modernisation’ Directive (EU)

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<sup>14</sup> Directive (EU) 2024/825, rec. 9.

<sup>15</sup> Directive (EU) 2024/825, Annex I.

<sup>16</sup> 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, *OJ L*, 2024/1799.

<sup>17</sup> Regulation (EU) 2024/1781 of the European Parliament and of the Council of 13 June 2024 establishing a framework for the setting of ecodesign requirements for sustainable products, amending Directive (EU) 2020/1828 and Regulation (EU) 2023/1542 and repealing Directive 2009/125/EC, *OJ L*, 2024/1781.

<sup>18</sup> Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services, *OJ L* 136; and Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC, *OJ L* 136.

2019/2161,<sup>19</sup> and many others (De Franceschi 2023, 45–48). At the same time, in the legislative dialogue of the EU institutions, in June 2025, some of the closely connected regulatory European legislator's initiatives, such as the adoption of the so-called Green Claims Directive,<sup>20</sup> were postponed until further notice.<sup>21</sup> And while many of the listed directives have been part of the Croatian consumer legal framework for some time (Mišćenić 2023, 127), Directive (EU) 2024/825 had to be adopted by 27 March 2026, with the start of implementation of the adopted measures by 27 September 2026.<sup>22</sup> In late 2025, public consultations on the draft of the upcoming amendments of the Croatian Consumer Protection Act<sup>23</sup> (*Zakon o zaštiti potrošača*, ZZP) were initiated,<sup>24</sup> and on 12 March 2026 the Government of the Republic of Croatia introduced to the Croatian Parliament the Act on the Amendments to the Consumer Protection Act. Considering that the amendments to the ZZP are expected to be adopted by the deadline for mandatory implementation of the measures in the Member States, this article also examines their compliance with Directive (EU) 2024/825 and provides a brief overview of Croatian consumer law (Horak 2024, 35; Mišćenić 2020, 173).

<sup>19</sup> Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules, *OJ L* 328.

<sup>20</sup> Proposal for a Directive of the European Parliament and of the Council on substantiation and communication of explicit environmental claims, COM/2023/166 final.

<sup>21</sup> European Parliament. Green Claims Directive: EP co-rapporteurs hold a press conference at 15.15. Press release. <https://www.europarl.europa.eu/news/en/press-room/20250623IPR29094/green-claims-directive-ep-co-rapporteurs-hold-a-press-conference-at-15-15>, last visited January 15, 2026.

<sup>22</sup> Directive (EU) 2024/825, Art. 4.

<sup>23</sup> Consumer Protection Act, *Narodne Novine* 19/22 and 59/23.

<sup>24</sup> E-savjetovanja. Prijedlog zakona o izmjenama i dopunama Zakona o zaštiti potrošača. <https://esavjetovanja.gov.hr/ECon/MainScreen?entityId=32306>, last visited January 15, 2026. The amendments came into effect after this article was submitted for publication, *Narodne Novine* 59/26.

### **3. KEY CHANGES TO THE REGULATION OF UNFAIR COMMERCIAL PRACTICES AND CONSUMER INFORMATION**

#### **3.1. The Amendments in General and Introduction of New Concepts**

The first line of Directive (EU) 2024/825 emphasises the regulation of the manner in which products are presented to consumers, regarding their durability, repairability and functionality, as well as the credibility of the environmental claims. It expands the existing regulation on unfair commercial practices and introduces new rules on product sustainability, functionality, durability and repairability, in an effort to protect consumers from misleading practices and encourage producers and traders to conduct business responsibly and transparently. Through Directive (EU) 2024/825, the European legislator introduced the requirement for traders to guarantee to consumers the provision of clear and comprehensible, i.e. transparent information, based on which consumers would be able to make informed and sustainable decisions on purchasing certain products (Mišćenić 2024, 89).

Standing out among the numerous innovations introduced are the new provisions and harmonization of terms and definitions related to the effort aimed against early and planned obsolescence, and manipulative or misleading green marketing (greenwashing). The new provisions of Directive (EU) 2024/825 significantly tightened the obligation of traders to inform consumers on the functionality, durability and repairability of products, given that numerous studies have confirmed that consumers are often unaware or uninformed about the functional durability of the products and the possibility of their repair (Augenhofer 2022).

New rules are also introduced regarding updates of software installed in digital products, where traders are required to inform consumers beforehand and transparently about the software update support duration.<sup>25</sup> This regulation is especially important for so-called smart devices, such as smartphones, laptop computers, household appliances, automobiles with software support, etc., which could lose functionality over time due to the ending of software updates. This provision prevents the unfair practice of early and planned device obsolescence, through which traders compel consumers to replace or purchase new products, instead of repairing the product or using it for longer.

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<sup>25</sup> See section 3.3.

Directive (EU) 2024/825 is the first mention of a product repairability rating, as well as information that may significantly influence the decision of the average consumer to purchase a certain product. This rule was modelled after the existing legal regulations in certain countries, such as France and Belgium, which have for years used the so-called repairability score and a numerical indicator of how easy or worthwhile it is to repair certain products.<sup>26</sup> The Directive also introduces a number of provisions on suppressing greenwashing, the prohibition of unfounded use of terms and labels in product advertisement and sales, e.g. 'green', 'natural', 'climate neutral', etc., due to them not being based on clear and transparent criteria and evidence of environmental efficiency.<sup>27</sup>

Directive (EU) 2024/825 thus adopts key amendments to the EU consumer law through the amendment of the provisions of two basic consumer directives: Directive 2005/29/EC concerning unfair business-to-consumer practices in the internal market and Directive 2011/83/EU on consumer rights. This is achieved by introducing amendments to Directive 2005/29/EC through a number of new terms and definitions related to environmental efficiency (Art. 1), and by harmonising the existing definitions with other relevant directives (such as the terms 'goods' and 'durability' from Directive (EU) 2019/771), as well as changing and adding several basic provisions of Directive 2005/29/EC and expanding the black list of prohibited unfair commercial practices (Directive 2005/29/EC Arts. 2, 6, 7). Article 2 introduces amendments to Directive 2011/83/EU and following the same model introduces new concepts (e.g. 'repairability score'), harmonises existing definitions of basic terms (e.g. 'commercial guarantee of durability', 'durability', 'producer' from Directive (EU) 2019/771), and amends Articles 5, 6 and 8 of Directive 2011/83/EU regarding information and transparency.

Other than in Articles 1 and 2, accompanied by Annex I containing 12 new prohibited unfair commercial practices and an extensive preamble, Directive (EU) 2024/825 does not contain any further regulations or provisions. Even though it may appear simple at first glance, detailed analysis of Directive (EU) 2024/825 indicates a complex and ineffective nomothetic method of regulation, where the two main articles of the Directive simultaneously address all of the abovementioned innovations; in the first part of these provisions definitions and basic terms of Directive 2005/29/EC and Directive 2011/83/EU are amended and expanded, and then in the second part of the

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<sup>26</sup> E.g. the French Code de l'Environnement, Art. L 541-9-2, Création LOI No. 2020-105, 10 February 2020, in effect since 1 January 2021, final amendments 5 April 2024.

<sup>27</sup> Directive (EU) 2024/825, rec. 9 and Annex I.

provisions of both Articles 1 and 2, their key provisions are amended, such as those related to misleading practices and omissions, and pre-contractual information. This approach occasionally results in duplications, e.g. Articles 5 and 6 of Directive 2011/83/EU regarding pre-contractual information. Namely, in the case of the definition of terms there is minor substantive deviation in the definitions of the same terms in Articles 1 and 2 of Directive (EU) 2024/825, such as in the case of the key definition of ‘software update’. The regulation is further complicated by the fact that this definition, as well as others, systemically refers to the definitions of terms from other acts, primarily those from twin Directives (EU) 2019/770 and 2019/771. Such a complex nomothetic regulation requires creativity on the part of the national legislators when transposing Directive (EU) 2024/825, which will be illustrated using the example of the amendments to the Croatian ZZP. The following sections present the substance of the key newly introduced solutions and critically examine their compliance regarding the achievement of the Directive’s objectives and the effectiveness of their implementation.

### **3.2. Combating the Unfair Commercial Practices of Manipulative Green Marketing (Greenwashing)**

#### *3.2.1. New Regulation*

The prohibition of different forms of unfair business-to-consumer practices is regulated through Directive 2005/29/EC, which defines it as a practice that is ‘contrary to the requirements of professional diligence’ and ‘materially distorts or is likely to materially distort the economic behaviour with regard to the product of the average consumer whom it reaches or to whom it is addressed, or of the average member of the group when a commercial practice is directed to a particular group of consumers’.<sup>28</sup> This definition is appropriately adopted in the Croatian ZZP, including with regard to consumers who, due to certain characteristics, such as a physical or mental infirmity, age or credulity, are considered vulnerable consumers.<sup>29</sup> Even without going into the details of this long-term regulation, unfair commercial practices may be misleading (actions or omissions) and aggressive, therefore, borrowing from Directive 2005/29/EC, both forms are accompanied by so-called black lists of prohibited actions that represent misleading or aggressive commercial practices (Mišćenić, Mamilović 2019,

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<sup>28</sup> Directive 2005/29/EC, Art. 5 (1) and (2).

<sup>29</sup> ZZP, Art. 34 (1) and (2).

273). Especially prominent in the context of the new regulation are the amendments of the provisions on misleading actions and omissions from Articles 35 and 36 of the ZZP, as well as associated black lists of misleading commercial practices from Article 37 of the ZZP, which can mislead the average consumer through incorrect and false information, the omission of material information, or other ways, even if the information is correct, when the entire presentation is such that it leads the consumer or it is likely that it will lead them to make a transactional decision that they would otherwise not make.<sup>30</sup>

According to the European Commission Guidance, manipulative green marketing in B2C relationships may entail all forms of commercial practice pertaining to ecological product characteristics, i.e. ‘all types of statements, information, symbols, logos, graphics and brand names, and their interplay with colours, on packaging, labelling, advertising, in all media (including websites) and made by any organisation, if it qualifies as a “trader” and engages in commercial practices towards consumers’.<sup>31</sup> Through Directive (EU) 2024/825, the European legislator amended the provisions of Directive 2005/29/EC, by introducing definitions of terms and provisions that also pertain to the prohibition of so-called greenwashing unfair practices, i.e. the depiction of goods and services as greener and more sustainable than they actually are (European Parliament 2024). Especially noteworthy among the relevant new definitions are the definition of ‘environmental claim’<sup>32</sup> (e.g. the product has a positive impact or does not impact the environment or is less harmful to the environment than competing products),<sup>33</sup> and which differs from a ‘generic environmental claim’<sup>34</sup> (e.g. ‘environmentally

<sup>30</sup> Arts. 35(1) and 36(1) ZZP.

<sup>31</sup> Commission Notice, Guidance on the interpretation and application of Directive 2005/29/EC, 4.1.1.

<sup>32</sup> Directive (EU) 2024/825, Art. 1, amending Directive 2005/29/EC by introducing Art. 2(1)(o) “‘environmental claim’ means 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’.

<sup>33</sup> Directive (EU) 2024/825, rec. 8.

<sup>34</sup> Directive (EU) 2024/825, Art. 1, amending Directive 2005/29/EC by introducing Art. 2(1)(p) “‘generic environmental claim’ means 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

friendly', 'eco-friendly', 'green', 'nature's friend', 'ecological', 'environmentally correct', 'climate friendly', 'gentle on the environment', 'carbon friendly', 'energy efficient', 'biodegradable', 'biobased', etc.),<sup>35</sup> as well as definitions of 'sustainability label',<sup>36</sup> 'certification schemes'<sup>37</sup> and definition of 'recognised excellent environmental performance' in line with Regulation (EC) 66/2010 and ISO standards,<sup>38</sup> related to the previous terms.<sup>39</sup>

According to Directive (EU) 2024/825 Recital 9, generic environmental claims should be prohibited when excellent environmental performance cannot be demonstrated. For example, the use of the term 'biodegradable' is misleading in the case of a product that is not biodegradable or studies have not been conducted, because it contains false and untrue information that misleads consumers. Even factually correct information can mislead the average consumer, if the claims are unclear, ambiguous, or insufficiently substantiated.<sup>40</sup> At the same time, when the specification of the environmental claim is clearly and prominently stated on the same medium (e.g. advertising spot, product's packaging or online selling interface), the environmental claim is not considered a generic environmental claim. For example, 'climate-friendly packaging' is a generic statement, while the claim '100% of energy used to produce this packaging comes from renewable sources' is specific and is not subject to this prohibition, but other provisions of Directive 2005/29/EC still apply. Such a claim can be misleading if it does not state that the energy from renewable sources is used only during a certain phase of the product life cycle, while the claim that '100% renewable material (except fittings)' clearly indicates that parts of the product were not manufactured from renewable material.<sup>41</sup> Even though defined in detail and

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clear and prominent terms on the same medium'.

<sup>35</sup> Directive (EU) 2024/825, rec. 9.

<sup>36</sup> Directive (EU) 2024/825, Art. 1, amending Directive 2005/29/EC by introducing Art. 2(1)(q): "sustainability label" means 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 Union or national law'.

<sup>37</sup> Directive (EU) 2024/825, Art. 1, amending Directive 2005/29/EC by introducing Art. 2(1)(r).

<sup>38</sup> Directive (EU) 2024/825, Art. 1, amending Directive 2005/29/EC by introducing Art. 2(1)(s).

<sup>39</sup> Directive (EU) 2024/825, Art. 1.

<sup>40</sup> Commission Notice, Guidance on the interpretation and application of Directive 2005/29/EC, 4.1.1.3.

<sup>41</sup> *Ibid.*

substantiated by practical examples from the preamble, the Directive itself indicates that in practice it will not always be simple to determine whether the environmental claims are prohibited or not, therefore determining this will sometimes require the gradual assessment based on a large number of provisions of Directive 2005/29/EC.

The other terms are harmonized with the existing definitions, previously adopted into Croatian law from other directives, such as ‘goods’, ‘durability’, ‘functionality’, in accordance with Directive (EU) 2019/771, and ‘software update’, in accordance with Directives (EU) 2019/770 and 2019/771, as well as the introduction of the new term ‘consumable’.<sup>42</sup> All these definitions are closely linked to the amendments of Directive 2005/29/EC, Articles 6 and 7, and the amendment of the black list of prohibited unfair commercial practices from Annex I to Directive 2005/29/EC, which aims to curb the increasingly widespread issue of misleading through environmental claims. Therefore, the previous description of the main characteristics of the product, from Directive 2005/29/EC Article 6(1)(b), is significantly amended, with an emphasis on ‘environmental or social characteristics, accessories, circularity aspects, such as durability, reparability or recyclability’.<sup>43</sup> Unlike the first part of Article 1 of Directive (EU) 2024/825, which intervenes in the definitions, the second part of the same clause substantively amends the main provisions of Directive 2005/29/EC.

The new Article 6(2)(d) of Directive 2005/29/EC introduces completely new points on making environmental claims, while Article 6(2)(e) addresses advertising consumer benefits that are irrelevant and do not stem from any characteristic of the product or business,<sup>44</sup> e.g. claims that paper sheets do not contain plastic or that a particular brand of bottled water does not contain gluten.<sup>45</sup> The new Article 6(2)(d) of Directive 2005/29/EC prohibiting misleading actions includes the presenting of environmental claims for future environmental efficiency (e.g. abolishing the emission of greenhouse gasses by 2050) but without clear, objective, publicly available and verifiable commitments, based on a realistic implementation plan that is regularly checked and monitored by a third party expert, independent of the trader – a so-called certifier.<sup>46</sup> As pointed out above, in practice there is the question of the independence and credibility of the certifier, i.e. a third

<sup>42</sup> Directive (EU) 2024/825, Art. 1, amending Directive 2005/29/EC by introducing Art. 2(1)(v).

<sup>43</sup> Transposed in Art. 35(2)(2) ZZP.

<sup>44</sup> Transposed in Art. 35(3)(4) and (5) ZZP.

<sup>45</sup> Directive (EU) 2024/825, rec. 5.

<sup>46</sup> Directive (EU) 2024/825, rec. 4. Transposed in Art. 35(3)(4) ZZP.

party expert, who will ultimately check and verify the certifier. As is usually the case, the difficulties in interpretation and application will be passed on to the national courts and practices, which will depend on the interpretation of the CJEU.

In addition to the described regulation of misleading actions, a new provision on misleading omission is introduced, stating that material information, whose omission to the average consumer could result in misleading commercial practices, includes trader services for comparing products regarding environmental and social characteristics and aspects of circularity, such as the durability, repairability, and recyclability of the product, etc. (Art. 7(7) Directive 2005/29/EC).<sup>47</sup> These include social characteristics throughout the entire production process, such as fair and equal working conditions, wages, gender equality, inclusion and diversity, etc.<sup>48</sup>

In Croatian consumer law, all of the listed definitions have been appropriately transposed in Article 4 ZZP, which contains the definitions of terms, while the newly introduced provisions have been transposed into the relevant provisions on misleading actions and omissions (Arts. 35 and 36 ZZP), leading to a significant expansion of the black list of misleading commercial practices, in Art. 37 ZZP. With regard to greenwashing, the law emphasises the prohibition of displaying sustainability labels that are not based on a certification scheme or that have not been established by public bodies, and the prohibition of generic sustainability claims without the trader being able to substantiate the recognised excellent environmental performance relevant to the claim.<sup>49</sup> For example, the generic claim of 'energy efficient' could be supported based on the recognised exceptional environmental performance in accordance with Regulation (EU) 2017/1369, but the 'biodegradable' claim cannot be supported based on the recognised excellent environmental performance in line with Regulation (EC) No. 66/2010, if the special criteria for EU ecolabelling do not include requirements for biodegradability pertaining to the given product.<sup>50</sup> Traders should also not make generic claims ('sustainable', 'conscious', 'responsible') if they are based solely on excellent environmental performance, because such claims in fact also apply to other characteristics, such as social characteristics.<sup>51</sup>

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<sup>47</sup> Transposed in Art. 36(5)(4) ZZP.

<sup>48</sup> Directive (EU) 2024/825, rec. 3.

<sup>49</sup> Transposed from Annex I to Directive (EU) 2024/825 in Art. 37(3) and (6) ZZP.

<sup>50</sup> Directive (EU) 2024/825, rec. 10.

<sup>51</sup> Directive (EU) 2024/825, rec. 10.

This new and specified regulation is exceptionally important, given the widespread unfair practices of manipulative green marketing, which is used in the everyday advertisement of products with unchecked, unequal and often misleading features. The prohibition of generic environmental claims also suppresses misleading visual marks and symbols (e.g. green leaves, the planet, etc.) which consumers rely on even when they are not supported by credible proof and verified information (Kovač, Dunković, Kovač 2025, 13). The average consumer faces a range of visual and various other marks on products, where it is nearly impossible to distinguish official certificates by independent third-party experts from those that producers and traders have created on their own (Fella, Bausa 2024). According to a study by the European Consumer Organisation (BEUC), only 3% of consumers in the EU claim that they can recognise misleading and false environmental claims and labels (BEUC 2023b).

The new regulations also prohibit traders from using sustainability labels that are not based on certification/verification schemes by third party experts, or that have not been established by a public authority, where issuing the certificate or verification must be verifiable based on transparent, fair and non-discriminatory verification terms, including ensured public accessibility.<sup>52</sup> Therefore, sustainability labels must be supported by certification schemes, with the exception of sustainability labels determined by a public authority or additional forms of presenting food according to Regulation (EU) No. 1169/2011 on the provision of food information to consumers.<sup>53</sup> Even though Directive (EU) 2024/825 establishes the principal criteria for certification schemes related to sustainability labels – such as transparency, credibility, the existence of procedures for resolving non-compliance and/or withdrawal or suspension of the use of the sustainability label, as well as monitoring of compliance of the trader with the scheme, in accordance with ISO standards and existing regulations,<sup>54</sup> the question arises regarding the efficiency of the prescribed certification and verification schemes and their implications. Also, there is a justified concern that due to the costliness of third-party certifier services, small and medium enterprises will be placed in an unfavourable position compared to large companies in the market.

<sup>52</sup> Directive (EU) 2024/825, Art. 1, adding Art. 2(1)(r) Directive 2005/29/EC on certification schemes, transposed in Art. 4(35) ZZP.

<sup>53</sup> Directive (EU) 2024/825, rec. 7: 'Examples of sustainability labels established by public authorities are logos awarded when complying with the requirements of Regulations (EC) No. 1221/2009(6) or (EC) No 66/2010(7) of the European Parliament and of the Council'.

<sup>54</sup> Directive (EU) 2024/825, rec. 7.

Additionally, environmental claims regarding the entire product or trader business are prohibited when it is evident that they pertain to only a certain aspect of the product or business, as well as unfounded claims on greenhouse gas compensation.<sup>55</sup> For example, traders often state that the product is made of recycled material, leaving the impression that the entire product is made from it, even though this *de facto* applies only to the packaging.<sup>56</sup> Also, it is prohibited to use claims such as ‘climate neutral’, ‘CO<sub>2</sub> neutral certified’, ‘carbon positive’, ‘reduced climate impact’, ‘limited CO<sub>2</sub> footprint’, etc., unless it is based on actual product performance during its life cycle, and not on the offsetting of greenhouse gas emissions.<sup>57</sup> The presentation and statement of requirements that are imposed by law on all products within the relevant product category on the EU market, including imported products, as a distinctive feature of the trader’s offer, is prohibited under all circumstances.<sup>58</sup> An example of this would be the representation of the reparability of the product as a distinctive feature of the trader, even though it is a basic consumer right in the event of the non-conformity of the goods, or if the trader advertises a given product as a product that does not contain a specific chemical substance, but the specified substance is already prohibited by law for all products within the given product category in the Union.<sup>59</sup>

### 3.2.2. *Examples from Practice*

In practice, the assessment of unfair commercial practices, modelled on Directive 2005/29/EC, uses the abovementioned general prohibition of unfair commercial practices and their subforms, as well as the influence on the average consumer, who is reasonably well-informed and reasonably observant and circumspect.<sup>60</sup> And while this approach leaves significant discretionary assessment space to the national courts and authorities from case to case, the presented new regulation allows for the transition from a discretionary model of assessment to a normatively more precise framework

<sup>55</sup> Annex I to Directive (EU) 2024/825, adding points 4.b and 4.c to Annex I of Directive 2005/29/EC, transposed in Art. 37(7) and (8) ZZP.

<sup>56</sup> Directive (EU) 2024/825, rec. 11.

<sup>57</sup> Directive (EU) 2024/825, rec. 12.

<sup>58</sup> Directive (EU) 2024/825 Annex I adding point 10.a to Directive 2005/29/EC Annex I, transposed in Art. 37. ZZP.

<sup>59</sup> Directive (EU) 2024/825, rec. 15.

<sup>60</sup> Judgement of 16 July 1998, C-210/96, *Gut Springenheide i Tusky*, ECLI:EU:C:1998:369, para. 31.

(MacLennan, De Catelle 2025, 457). Comparative practice and CJEU case law contain a large number of examples of greenwashing. In the *Dyson* case, the CJEU addressed the omission of information on the conditions for the testing for energy classification, regarding the labelling of energy class of vacuum cleaners, and concluded that it did not represent a misleading omission in the sense of Directive 2005/29/EC, but that the incorrect depiction of symbols and marks could mislead or confuse consumers regarding the device's energy consumption.<sup>61</sup> At the same time, in the *Porsche Inter Auto and Volkswagen* case, the CJEU addressed the liability of the seller for the lack of conformity of motor vehicles that have actually not been harmonised with the prescribed standards, in which vehicle exhaust gas emissions were manipulated using defeat devices whose use is prohibited.<sup>62</sup>

However, this case is directly linked to the Dieselgate scandal, which involved misleading consumers about motor vehicle harmful gas emissions, and which has still not been concluded at the level of certain Member States.<sup>63</sup> In the recent ruling, issued in France on 5 May 2026, in a dispute on the protection of collective consumer interests, filed by Consommation Logement et Cadre de Vie (CLCV), the Court of Appeal of Pau for the first time ruled in favour of the consumers against the defendants, Société Volkswagen Bank GmbH and S.A.S. Volkswagen Group France, finding them responsible for the damages caused by marketing automobiles with software that manipulated emissions. Bearing in mind the scope of the damages caused to the community of consumers, as well as harm to their health and the environment (Fr. '*de tenir compte de l'importance du préjudice causé à la collectivité des consommateurs en ce qui concerne l'atteinte à sa confiance à sa santé et à l'environnement*'), as well as the causal link between the damages caused and the culpability of the defendants, the court ordered compensation for harm caused to the collective interests of the consumers, to the sum of EUR 100,000.<sup>64</sup>

<sup>61</sup> Judgement of 25 July 2018, C-632/16, *Dyson*, ECLI:EU:C:2018:599.

<sup>62</sup> Judgement of 14 July 2022, C-145/20, *Porsche Inter Auto and Volkswagen*, ECLI:EU:C:2022:572.

<sup>63</sup> While an out-of-court settlement with the consumers was reached in Austria in 2024, in the amount of EUR 23 million, in 2025 prison sentences were given to the managers in criminal proceedings. In Italy, the Volkswagen Group was fined EUR 5 million by the Italian Competition Authority in 2016 (Ruling PS10211, *Volkswagen-Emissioni Inquinanti Autoveicoli Diesel*. <https://www.agcm.it/media/comunicati-stampa/2016/8/alias-8372>, last visited January 15, 2026).

<sup>64</sup> Cour d'appel de Pau, Judgement of 5 May 2026, RG 24/01348, N° Portalis DBVV-V-B71-I24T, <https://www.courdecassation.fr/decision/69face7ccdc6046d47befb4a>, last visited May 17, 2026.

In 2025 a court in Paris brought a precedent ruling in the case filed by associations Greenpeace France, Les Amis de la Terre France and Notre Affaire à Tous, against companies S.A. TotalEnergies Electricité et Gaz France and Société TotalEnergies SE, for the use of misleading claims about future environmental performance. The court ruled that by using the marketing claim ‘ambition to achieve carbon neutrality by 2050’ (Fr. *‘ambition d’atteindre la neutralité carbone d’ici 2050’*) and stating ‘being a major player in the energy transition’ (Fr. *‘d’être un acteur majeur de la transition énergétique’*), the defendants misled the consumers and ordered that the traders cease using such claims within one month or face a fine of EUR 10,000 for every day of delay, as well as that they publish the ruling on all their official websites.<sup>65</sup> The court based its rationale and decision on the above-mentioned key provisions and goals of the still untransposed Directive (EU) 2024/825, demonstrating not only the respect for the consumer legal framework, but also the adoption of a stricter approach to greenwashing.<sup>66</sup>

A similar development can also be noted in the practices of Italian regulatory agencies, particularly the case of the Acqua Minerale San Benedetto S.p.A. company, which, following the intervention of the Italian Competition Authority, removed from its products green claims such as ‘zero CO<sub>2</sub> impact’ and ‘ecogreen’ that had in August 2025 been judged to be potentially misleading because they had not been clearly and verifiably substantiated.<sup>67</sup> Two months earlier the Agency had fined the Infinite Styles Services Co. Ltd company, which managed websites in the EU for the sale of SHEIN brand products, to the sum of EUR 1 million. Misleading and incomplete environmental claims had been used in different places on the websites for the promotion and sale of SHEIN brand clothing products,<sup>68</sup> such as stating that products used materials that are fully recyclable and generic statements on reducing greenhouse gas emissions by 25% by 2030, and their complete abolition by 2050, which were in fact contradictory considering

<sup>65</sup> Tribunal judiciaire de Paris, Judgement of 23 October 2025, RG 22/02955, N° Portalis 352J-W-B7G-CWJKL, p. 37, <https://www.courdecassation.fr/decision/68ff2f777e08341cb497abca>, last visited February 15, 2026.

<sup>66</sup> Tribunal judiciaire de Paris, paras. 17, 29, 46.

<sup>67</sup> Autorità Garante della Concorrenza e del Mercato, Ruling PS12596, <https://www.agcm.it/media/comunicati-stampa/2025/8/PS12596>, last visited January 15, 2026.

<sup>68</sup> Autorità Garante della Concorrenza e del Mercato, Ruling PS12709 of 29 June 2025, <https://en.agcm.it/dotcmsdoc/pressrelease/PS12709%20chiusura.pdf>, last visited January 15, 2026.

the increase in emissions in SHEIN's business.<sup>69</sup> The Agency's decision also anticipated the implementation of Directive (EU) 2024/825, which was still not transposed into Italian law and which establishes a stricter regulatory framework than the one applicable at the time regarding green claims (Ital. '*che disporrebbe un quadro normativo più stringente rispetto a quello attualmente applicabile in materia di green claims*').<sup>70</sup> The Agency's decision built upon a series of investigations by the European Commission launched against SHEIN in 2025, through the Consumer Protection Cooperation (CPC) Network<sup>71</sup> (Bertelli, Farina 2025).

German court practice includes a large number of cases, including the *Katjes*<sup>72</sup> case, involving a family-owned company producing fruit gum and liquorice and advertising them as climate-neutral products (Gsell, Meyer 2025). Since the trader did not produce such products but only supports a project for CO<sub>2</sub> compensation, the plaintiff believed that such advertisement was misleading consumers. The courts of first and second instance ruled that the unfair commercial practice of misleading the average consumer had not occurred and that climate neutrality can be achieved through compensation measures.<sup>73</sup> However, the German Federal Court of Justice overturned both rulings and concluded that such a practice misleads the average consumer, because it used an ecologically vague term whose meaning was not clearly and unambiguously explained in the advertisement, even more so because the term 'climate neutral' encompassed both the reduction and compensation of CO<sub>2</sub> emission, which was not clearly specified in this case.<sup>74</sup>

<sup>69</sup> Autorità Garante della Concorrenza e del Mercato, PS12709, <https://www.agcm.it/media/comunicati-stampa/2025/8/PS12709->, last visited January 15, 2026.

<sup>70</sup> *Ibid.*, para. 131.

<sup>71</sup> European Commission. 2025. Commission and national authorities urge SHEIN to respect EU consumer protection laws. Press release. May 26. [https://ec.europa.eu/commission/presscorner/detail/en/ip\\_25\\_1331](https://ec.europa.eu/commission/presscorner/detail/en/ip_25_1331), last visited January 15, 2026. European Commission. 2026. Commission launches investigation into Shein under the Digital Services Act. Press release. February 17. [https://ec.europa.eu/commission/presscorner/detail/en/ip\\_26\\_420](https://ec.europa.eu/commission/presscorner/detail/en/ip_26_420), last visited March 15, 2026.

<sup>72</sup> Bundesgerichtshof, Judgement of 27 June 2024, BGH I ZR 98/23, ECLI:DE:BGH:2024:270624UIZR98.23.0.

<sup>73</sup> Landgericht Kleve, Judgement of first instance of 22 June 2022, 8 O 44/21, ECLI:DE:LGKLE:2022:0622.8044.21.00; Oberlandesgericht Düsseldorf, Judgement of second instance of 6 July 2023, 20 U 152/22, ECLI:DE:OLGD:2023:0706.20U152.22.00.

<sup>74</sup> Bundesgerichtshof, Judgement of 27 June 2024, BGH I ZR 98/23.

The issue of unfair practices related to greenhouse gasses emission compensation includes cases of greenwashing in the aviation sector. One of the most prominent ones is the Dutch case against the KLM airline, which was sued for the misleading business practice and use of the ‘fly responsibly’ and ‘CO2ZERO’ slogans.<sup>75</sup> Through the coordinated action of the European Commission, the CPC Network, and the BEUC, in 2023 an action was started for harmonising airlines, with 21 airlines committing to changing misleading business practices and environmental claims (such as climate neutral, sustainable aviation fuel (SAF), etc.), especially related to emission compensation, transparent representation of CO<sub>2</sub> emissions calculations, providing evidence and clarification of environmental performance (e.g. net-zero greenhouse gas emission rates), etc.<sup>76</sup>

Among the relevant and current cases regarding environmental claims, one could point out the misleading claims related to plastic bottle recycling, where in 2023 the BEUC, in cooperation with the European Commission and CPC Network, as well as national consumer protection and market competition authorities in 13 EU Member States, issued warnings to producers and traders Coca-Cola, Nestlé, and Danone. This cooperation led to the compliance with the requirements from Directive (EU) 2024/825, and in the following two years Coca-Cola HBC (in 2025) and Nestlé (in 2026) harmonised and agreed to change advertising.<sup>77</sup> This was a case of misleading advertisement on plastic water bottles, such as ‘100% recycled bottle’ when the cap and label were not included in these environmental claims, or calls for recycling in cases where the company’s infrastructure actually did not allow for this, as well as in general regarding the guarantee that the labels and marketing materials do not mislead the average consumer regarding environmental packaging (Keirsbilck, Terryn, Van Acker 2023).

<sup>75</sup> Amsterdam Court, Judgement of 20 March 2024, *FossielVrij NL et al v KLM*, C/13/719848/HA ZA 22-524, ECLI:NL:RBAMS:2024:1512, <https://uitspraken.rechtspraak.nl/details?id=ECLI:NL:RBAMS:2024:1512>, last visited January 16, 2026.

<sup>76</sup> European Commission. Sustainable consumption actions, Greenwashing in air travel sector. [https://commission.europa.eu/topics/consumers/consumer-rights-and-complaints/enforcement-consumer-protection/coordinated-actions/sustainable-consumption-actions\\_en](https://commission.europa.eu/topics/consumers/consumer-rights-and-complaints/enforcement-consumer-protection/coordinated-actions/sustainable-consumption-actions_en), last visited January 15, 2026.

<sup>77</sup> European Commission. Sustainable consumption actions, Recycling claims on plastic bottles.

### **3.3. Combating Planned Early Obsolescence Through Better Consumer Informing on Product Durability and Repairability**

#### *3.3.1. New Regulations*

The new regulations aim to simultaneously address the widespread unfair commercial practice of planned product obsolescence, where producers intentionally limit the lifetime of certain products in order to encourage more frequent replacement and purchasing of new products, but also early product obsolescence of products that fail, i.e. lose their necessary functionality, significantly earlier than their expected lifetime (Valant 2016). According to Directive (EU) 2024/825, planned early obsolescence entails the commercial policy of deliberately planning or designing products ‘with a limited lifespan so that it prematurely becomes obsolete or non-functional after a certain period or after a predetermined intensity of use.’<sup>78</sup> Purchasing such products is considered detrimental not only to the consumers, but in general to the environment, which is unnecessarily polluted by increasing waste and use of energy and materials.<sup>79</sup>

Planned early obsolescence can be manifested in many ways, e.g. the inability to repair the product, withholding spare parts or the pointlessness of replacing them, inducing unnecessary purchase of consumables, etc., however, especially problematic is so-called software obsolescence. The latter is manifested, for example, as reduced device functionality and performance through software updates or by ending software support and impeding updating, which intentionally slows down or completely prevents the proper operation of the device (Kryla-Cudna 2024, 121). In the digital environment, software has a key effect on the durability and functionality of digital products, and the lack of transparency regarding the security, functionality, compatibility, interoperability and other features can mislead consumers regarding the actual lifespan and proper use of the product.

With the aim of suppressing such producer and trader practices, Directive (EU) 2024/825 significantly amends the so-called black list of unfair commercial practices in Annex I to Directive 2005/29/EC, prohibiting misleading actions and omissions that support or affect planned early product obsolescence. The new ban on misleading unfair commercial practices includes, for example, withholding information from consumers regarding software updates that will negatively impact the functioning of the

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<sup>78</sup> Directive (EU) 2024/825, rec. 16.

<sup>79</sup> Directive (EU) 2024/825, rec. 16.

goods with digital elements or the use of digital content or digital services.<sup>80</sup> Also, it is prohibited to falsely present a software update as necessary, if it only improves product functionality,<sup>81</sup> since it is not necessary for the safe use of the product, while security updates are.<sup>82</sup> Also prohibited are false claims that goods under normal conditions of use have a certain durability in terms of usage time or intensity,<sup>83</sup> such as a certain number of wash cycles for a washing machine, while actual use shows that this is not the case.<sup>84</sup> Especially important in the context of suppressing planned obsolescence is the ban on commercial communication related to goods that have a feature that was introduced in order to limit the durability of the good, where this information is available to the trader.<sup>85</sup> The preamble of Directive (EU) 2024/825 gives the example of software that stops or downgrades the functionality of goods after a certain time, a piece of hardware that is designed to fail after a particular period, or the design or manufacturing flaw that results in the early failure of the goods, if it is not fixed after the trader has been informed of this.<sup>86</sup>

In this regard, another important series of amendments in regulating consumer rights relates to amendments of Directive 2011/83/EU, regarding stricter requirements for transparency and consumer information on product durability, legal and commercial guarantees of durability, product repairability and availability of spare parts and repair services, as well as the availability and updating of software in the case of digital and smart devices through so-called harmonised notices and labels.<sup>87</sup> The definitions of numerous terms are mainly harmonised with the existing definitions, such as 'software update', from Directives (EU) 2019/770 and 2019/771, as well as from Directive (EU) 2019/771, such as 'commercial guarantee of durability', 'durability', 'functionality', as well as the term 'producer'.<sup>88</sup> These definitions have been transposed into Croatian law through previous harmonisation, i.e.

<sup>80</sup> Directive (EU) 2024/825, Annex adding item 23.d into Annex I of Directive 2005/29/EC, transposed in Art. 37(33) ZZP.

<sup>81</sup> Directive (EU) 2024/825, Annex adding item 23.e into Annex I of Directive 2005/29/EC, transposed in Art. 37(34) ZZP.

<sup>82</sup> Directive (EU) 2024/825, rec. 18.

<sup>83</sup> Directive (EU) 2024/825, Annex adding item 23.g into Annex I of Directive 2005/29/EC, transposed in Art. 37(36) ZZP.

<sup>84</sup> Directive (EU) 2024/825, rec. 20.

<sup>85</sup> Directive (EU) 2024/825, Annex adding item 23.f into Annex I of Directive 2005/29/EC, transposed in Art. 37(35) ZZP.

<sup>86</sup> Directive (EU) 2024/825, rec. 19.

<sup>87</sup> Directive (EU) 2024/825, recs. 20–28.

<sup>88</sup> Directive (EU) 2024/825, Arts 1 and 2.

adoption of amendments to the Civil Obligations Act (ZOO)<sup>89</sup> and the ZZP, as well as the adoption of the Act on Certain Aspects Concerning Contracts for the Supply of Digital Content and Digital Services (ZDSDU) in 2022 (Mišćenić, Ileković 2024, 183).<sup>90</sup> Among the new definitions introduced by Directive (EU) 2024/825, one should point out the definition of ‘consumable’,<sup>91</sup> as well as ‘repairability score’ as the score ‘expressing the capacity of a good to be repaired, based on harmonised requirements established at Union level’.<sup>92</sup>

As is the case with the Twin Directives, Directive (EU) 2024/825 additionally expands product durability and functionality by encompassing not only the material characteristics of the product, but also its digital elements. Directive (EU) 2024/825 aims to directly address the issue of software obsolescence by referencing the definition of ‘durability’ from Article 2(13) of Directive (EU) 2019/771 as ‘the ability of the goods to maintain their required functions and performance through normal use’, and ‘software update’ as ‘a free update, including a security update, that is necessary to keep goods with digital elements, digital content and digital services in conformity in accordance with Directives (EU) 2019/770 and (EU) 2019/771’, as well as the amendments of Articles 5 and 6 of Directive 2011/83/EU on pre-contractual information.<sup>93</sup>

It should be noted, however, that such normative regulation also additionally complicates and impedes the implementation of the already fragmented legal regulation of consumer law. The intertwining and referencing of numerous definitions and legislative solutions from other directives and regulations impedes the comprehension and clarity of regulations, which will certainly affect the effectiveness of the enforcement in practice. In the context of Croatian law, the available solutions are not the most fortunate nomothetic solutions, due to the previous unsystematic

<sup>89</sup> Civil Obligations Act (*Zakon o obveznim odnosima*), *Narodne Novine* 35/05, 41/08, 125/11, 78/15, 29/18, 126/21, 114/22, 156/22, 145/23 and 155/23.

<sup>90</sup> *Zakon o određenim aspektima ugovora o isporuci digitalnog sadržaja i digitalnih usluga*, *Narodne Novine* 110/21. This law transposed the regulations from Directive (EU) 2019/770 and regulates the trader’s obligation to provide consumers with information on the compatibility, interoperability and updating of software necessary for maintaining the functionality of the product.

<sup>91</sup> Directive (EU) 2024/825, Art. 1, amending Directive 2005/29/EC by introducing into Art. 2(1)(v) “‘consumable’ means any component of a good that is used up recurrently and that needs to be replaced or replenished for the good to function as intended’.

<sup>92</sup> Directive (EU) 2024/825, Art 2(1), amending Art. 2(14)(d) Directive 2011/83/EU, transposed in Art. 4(18) ZZP.

<sup>93</sup> Directive (EU) 2024/825, Art. 2.

harmonisation (Kanceljak 2021, 65), therefore the abovementioned definitions of ‘durability’ and ‘functionality’ are defined in Article 399 ZOO, ‘functionality’ is defined anew in Article 4 ZZP and Article 3(k) ZDSDU, while the definition and provisions related to software updating and relevant information are contained in Articles 4, 46, and 60 ZZP, and the ZDSDU provisions. Due to existing differences in the definitions regarding software updating from Articles 1 and 2 of Directive (EU) 2024/825, in the transposition Article 4(1) ZZP combines them, adding ‘including security updating or functionality updating’ to the abovementioned definition of ‘software update’.

Further noteworthy important amendments include the more stringent obligation to inform consumers, in Articles 5 and 6 of Directive 2011/83/EU, i.e. Articles 46 and 60 of the ZZP,<sup>94</sup> which primarily pertain to the reminder of the existence of the legal guarantee for goods, including for goods with digital elements, digital content, and digital services with the contract (conformity of goods), as well as legally defined deadlines,<sup>95</sup> the existence of commercial guarantee of durability free of charge, if the producer offers it and it lasts for more than two years,<sup>96</sup> and the existence of the possibility of software updating for goods with digital elements, digital content, and digital services.<sup>97</sup> Traders will be required to transparently state whether there is a free commercial guarantee of durability that is offered by the producer, as well as the minimal period during which digital products will have software updating support, including security updates necessary for maintaining the compliance of digital content and digital services.<sup>98</sup>

Regardless of the long-term normative regulation in the case of non-conformity of goods with the contract, i.e. the existence of material defects on things, Directive (EU) 2024/825 points out that reports indicate that consumers are often unaware of their legal rights.<sup>99</sup> The preamble of Directive

<sup>94</sup> Directive (EU) 2024/825, Arts. 2(2) and (3) amending Arts. 5 and 6 Directive 2011/83/EU.

<sup>95</sup> Directive (EU) 2024/825, Art. 2(2) amending Art. 5(1)(e) and introducing Art. 5(1)(eb) Directive 2011/83/EU and Art. 2(3), amending Art. 6(1)(l) and amending Art. 6(1)(lb) Directive 2011/83/EU.

<sup>96</sup> Directive (EU) 2024/825, Art. 2(2) amending Art. 5(1) Directive 2011/83/EU and introducing Art. 5(1)(ea) Directive 2011/83/EU, and Art. 2(3) amending Art. 6(1)(la) Directive 2011/83/EU.

<sup>97</sup> Directive (EU) 2024/825, Arts. 2(2) amending Art. 5(1) Directive 2011/83/EU and introducing Art. 5(1)(ed) Directive 2011/83/EU, and Art. 2(3) amending Art. 6(1)(lc) Directive 2011/83/EU.

<sup>98</sup> Directive (EU) 2024/825, rec. 33.

<sup>99</sup> Directive (EU) 2024/825, rec. 27.

(EU) 2024/825 emphasises the importance of informing consumers of the existence of *commercial guarantees* through a harmonised label, and the obligation to display differentiation from the *legal guarantee* of conformity, i.e. the legal rights that consumers have in the case of non-conformity.<sup>100</sup> The *harmonised label* should be transparent to consumers, clearly visible and displayed in a prominent manner, either by placing the label directly on the product packaging, displaying it on the shelf or alongside the image of the goods sold online, while the *harmonised notice* should be highlighted in a prominent manner, e.g. as a poster on the wall of the shop, next to the checkout counter, or as a general reminder on the trader's website.<sup>101</sup> In the Implementing Regulation of September 2025, the European Commission adopted the harmonised notice of the legal guarantee of compliance and the harmonised label for the commercial guarantee of durability,<sup>102</sup> whose implementation will start on 27 September 2026, which is the deadline for the obligation to implement the measures transposed from Directive (EU) 2024/825 in the Member States.

This brings us to the key third aspect, i.e. reparability of goods, where Directive (EU) 2024/825 additionally regulates and improves the existing legal solutions on the right to repair defective goods (Zoll *et al.* 2024, 103). The introduction of the definition of the *reparability score*, as information on whether and to what extent it is possible to repair the product, affects the purchasing decision of the average consumer in the context of sustainable consumption. Directive (EU) 2024/825 amends Articles 5 and 6 of Directive 2011/83/EU on the obligation to provide pre-contractual information to consumers, in a way that introduces the obligation to provide information on the reparability score of the goods, if applicable, or if it is not applicable, the obligation of the trader, who has been provided the necessary information by the producer, to inform the consumer of the availability, procedure for ordering and cost of spare parts, as well as the availability of the repair and maintenance instructions and repair restrictions.<sup>103</sup> At the same time, the amendments of Directive 2005/29/EC prohibit unfair commercial practices such as false claims of reparability, stimulating consumers to replace or

<sup>100</sup> Directive (EU) 2024/825, recs. 26 and 27.

<sup>101</sup> Directive (EU) 2024/825, rec. 28.

<sup>102</sup> Commission Implementing Regulation (EU) 2025/1960 of 25 September 2025 on the design and content of the harmonised notice on the legal guarantee of conformity and of the harmonised label for the commercial guarantee of durability, *OJ L* 2025/1960.

<sup>103</sup> Directive (EU) 2024/825, Art. 2(2) and (3) amending Arts. 5(i) and (j), and Art. 6(u) and (v) Directive 2011/83/EU, transposed in Art. 46(1)(16) and 60(1)(27) ZZP.

replenish consumables earlier, withholding information on the impairment of the functionality when using consumables, spare parts or accessories that are not provided by the original producer, or false claim that such an impairment would occur.<sup>104</sup> This addresses the issue of planned early product obsolescence, which encourages the consumer to purchase consumables and spare parts that are not necessary for the regular functioning of the good.<sup>105</sup> The preamble of Directive (EU) 2024/825 lists the example of smart devices designed in a way to limit their functionality to the use of chargers or spare parts only from the original producer, which is information that must not be withheld from the consumer at the time of purchase.<sup>106</sup>

Product repairability is directly linked to the sustainable development and green transition goals, therefore in the EU consumer legal framework the legal right to repair a good or product in case of the non-conformity is promoted as one of the primary consumer rights (Terryn 2019, 851; Reyna, Gautier 2025, 93). Croatian consumer law and the ZZP are accordingly harmonised with Directive (EU) 2024/1799 on common rules promoting the repair of goods,<sup>107</sup> whose aim is to encourage consumers for their first choice to be repair and extending the duration of the product, instead of replacing it (Petrić 2021, 22). In line with Directive (EU) 2024/1799, transposed in the newly-introduced Chapter IV.A Repair of Goods (Article 112(a)–(l) ZZP), the producer or trader, distributor, repairer will be required to enable the repair of a good, for a reasonable price and within a reasonable period.<sup>108</sup> The goods encompassed are mainly household appliances (e.g. dryers, washers, vacuum cleaners, air conditioners, etc.), but also mobile and wireless phones, tablets, etc. The standardised European Repair Information Form in Annex I of Directive (EU) 2024/1799 will be transposed into the rules as a bylaw (Art. 112.b ZZP), and plans also call for the creation of a European online platform, which would provide information on the availability of repairers and spare parts.<sup>109</sup> Once again, in this case the Croatian legislator reaches for an inadequate nomothetic solution, by transposing the definitions from the Directive through Article 112.a ZZP, instead of their systematic introduction into Article 4 ZZP, which defines terms from all the transposed directives.

<sup>104</sup> Transposed from Annex Directive (EU) 2024/825 into Art. 37(37)–(39) ZZP.

<sup>105</sup> Directive (EU) 2024/825, rec. 23.

<sup>106</sup> Directive (EU) 2024/825, rec. 24.

<sup>107</sup> Directive (EU) 2024/1799.

<sup>108</sup> *Ibid.*, Arts. 1 and 2.

<sup>109</sup> European Council. 2026. Right to repair products. Repair platform. <https://www.consilium.europa.eu/en/policies/right-to-repair-products/#platform>, last visited March 18, 2026.

Also, Chapter IV.A Repair of Goods substantially does not belong after the provisions on distance financial services, but rather with the provisions that are related to the performance of the sale contract. The deficiencies of the regulation, as well as the fragmentation of consumer law, where the right to repair is scattered throughout several legal acts, raise the issue of the effectiveness of the enforcement of these provisions in practice.

### 3.3.2. *Examples from Practice*

Among the examples from practice, one should undoubtedly note cases of planned early obsolescence of smartphone mobile devices produced by the Apple and Samsung companies. In these cases, the producers and traders encouraged users to upgrade, i.e. to apply software updates that consequently led to the significant slowing down of the devices, and in some cases complete cessation of operation, all without previously informing the users of the possible consequences with regard to the functioning of the devices (Loos 2026, 38). The US court practice has seen several consumer protection cases launched against producer Apple for intentionally slowing down the processor on older Apple iPhones through iOS software updates – also known as Batterygate. Apple disputed culpability and claimed that slowing the processor was necessary to prevent mobile devices with older batteries from shutting down, and offered replacement batteries at reduced prices. Even though both literature and practice emphasise this case as a planned early obsolescence practice aimed at encouraging consumers to buy new iPhone models, the cases were concluded through a settlement with Apple.<sup>110</sup>

Similar cases include the 2018 decision of the Italian Competition Authority, which fined the Apple and Samsung companies to the sum of EUR 1 million and EUR 5 million, respectively, for using the unfair commercial practice of planned early obsolescence. This was a case of encouraging software updates that resulted in malfunctions and significant deterioration of the functioning of the devices and their batteries, therefore accelerating their replacement with new products. Apple persistently encouraged consumers to update the operating systems on the iPhone 6, iPhone 6 Plus, iPhone 6s, and iPhone 6s Plus phones to the iOS 10 operating system, and subsequently

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<sup>110</sup> E.g. United States District Court Northern District of California San Jose Division, Settlement Agreement and Release, Case No. 5:18-md-02827-EJD, [https://www.cpmlegal.com/media/news/314\\_Apple%20Battery%20Stipulation%20of%20Settlement.pdf](https://www.cpmlegal.com/media/news/314_Apple%20Battery%20Stipulation%20of%20Settlement.pdf), last visited February 16, 2026.

to iOS 10.2.1,<sup>111</sup> while Samsung encouraged the updating of the Galaxy Note 4 phone to Android Marshmallow, which also reduced the functioning of the device.<sup>112</sup> Furthermore, Samsung intentionally ended support for products whose guarantees had expired, exposing consumers to high costs of repair or forcing them to replace devices. The Agency therefore ruled that, by intentionally encouraging and forcing consumers into replacement and the purchase of new devices, the companies had used misleading and aggressive unfair commercial practices, in violation of Articles 5, 6, 7, and 8 of Directive 2005/29/EC (De Franceschi 2018, 218).

On the topic of planned early obsolescence, also noteworthy are the 2023 warnings and compensation measures passed by the Italian Competition Authority, in connection with the numerous customer complaints regarding software in diesel vehicles produced by Stellantis (e.g. Opel, Peugeot, Citroën, DS). The software in the company's vehicles falsely indicated that the AdBlue reservoir was nearly or completely empty, which led to the vehicles shutting down, causing extraordinary expenses for numerous repairs. Following reports, the Agency initiated negotiations with the European Commission and CPC Network, leading to an agreement that the producer Stellantis would expand the compensation measures to all the Member States and reimburse certain types of the ensued costs, through August 2028.<sup>113</sup> A similar problem was identified in the Joy-Con Drift case, related to the Nintendo Switch gaming console, which consumers could not repair simply or free of charge, but were forced to purchase new ones. After receiving nearly 25,000 complaints, the BEUC and the CPC Network issued a warning to producer Nintendo of Europe GmbH, which in 2023 committed to repairing the consoles free of charge at Nintendo repair centres.<sup>114</sup>

<sup>111</sup> Autorità Garante della Concorrenza e del Mercato, Ruling PS11039, [http://www.agcm.it/dotcmsdoc/allegati-news/PS11039\\_scorr\\_sanzDich\\_rett\\_va.pdf](http://www.agcm.it/dotcmsdoc/allegati-news/PS11039_scorr_sanzDich_rett_va.pdf), last visited January 15, 2026.

<sup>112</sup> Autorità Garante della Concorrenza e del Mercato, Ruling PS11009, [http://www.agcm.it/dotcmsdoc/allegati-news/PS11009\\_scorr\\_sanz\\_omi\\_dichrett.pdf](http://www.agcm.it/dotcmsdoc/allegati-news/PS11009_scorr_sanz_omi_dichrett.pdf), last visited January 15, 2026.

<sup>113</sup> European Commission. 2026. Sustainable consumption actions, AdBlue tanks in Stellantis cars. [https://commission.europa.eu/topics/consumers/consumer-rights-and-complaints/enforcement-consumer-protection/coordinated-actions/sustainable-consumption-actions\\_en#adblue-tanks-in-stellantis-cars](https://commission.europa.eu/topics/consumers/consumer-rights-and-complaints/enforcement-consumer-protection/coordinated-actions/sustainable-consumption-actions_en#adblue-tanks-in-stellantis-cars), last visited January 15, 2026.

<sup>114</sup> European Commission. 2026. Sustainable consumption actions, Nintendo. [https://commission.europa.eu/topics/consumers/consumer-rights-and-complaints/enforcement-consumer-protection/coordinated-actions/sustainable-consumption-actions\\_en#nintendo](https://commission.europa.eu/topics/consumers/consumer-rights-and-complaints/enforcement-consumer-protection/coordinated-actions/sustainable-consumption-actions_en#nintendo), last visited January 15, 2026.

Cases of planned early obsolescence have not been identified in Croatian court practice (Kanceljak, Roksandić 2025, 813-852). However, available rulings regarding the non-conformity of goods indicate the existence of sustainability awareness among average consumers (Mišćenić *et al.* forthcoming). For example, in the case of non-conformity of the Quadro brand washing machine, prior to the legal right to replacement, the consumer demanded repair on several occasions.<sup>115</sup> This is also confirmed by the rulings on the non-conformity of automobiles. In addition to customers insisting on repairs prior to using the legal right to replacement,<sup>116</sup> one can detect potential issues with software updates. In a 2024 ruling, a witness statement leads to the conclusion that the automobile had been repaired on several occasions because it would jolt and shut down while driving, which could be linked to the software regulating fuel injection.<sup>117</sup> In one case from 2025, the malfunction on an automobile produced by Opel Automobile GmbH was not fixed, and after five or six different pieces of software were changed, it was not rendered operable.<sup>118</sup> The same case pointed out the lack of distinction between consumer rights based on commercial guarantee and legal guarantee, which is also addressed in this paper.

Bearing in mind the abovementioned amendments from Directive (EU) 2024/825 regulating pre-contractual information on commercial and legal guarantees through the harmonised notice and harmonised label, future shifts are expected in traders' compliance and improved consumer information on the durability and repairability of products. In this regard, one should mention the notable CJEU *Victorinox* case.<sup>119</sup> In this case, the trader absoluts -bikes and more- GmbH & Co. KG company sold pocket knives produced by Swiss company Victorinox through the Amazon online platform, however, without providing the necessary information on the commercial guarantee and customer notice of the legal rights in the event of non-conformity. The CJEU concluded that the obligation to provide information on the manufacturer's commercial guarantee does not arise solely based on the existence of the guarantee, but when the consumer has a legitimate interest to learn about that information. It also exists when

<sup>115</sup> High Administrative Court of the Republic of Croatia, Judgement Usž 3637/2016-2 of 15 March 2017.

<sup>116</sup> Municipal Misdemeanour Court in Zagreb, Judgement Pp-14244/2025 of 30 October 2025.

<sup>117</sup> Municipal Court in Zadar, Judgement Pp-1762/2024 of 17 December 2024. Due to lack of evidence, the case was returned for retrial by decision of the High Misdemeanour Court of the Republic of Croatia, Ppž-2157/2025 of 11 March 2026.

<sup>118</sup> Municipal Court in Split, Judgement P-3639/2020-35 of 25 September 2025.

<sup>119</sup> Judgement of 5 May 2022, C-179/21, *Victorinox*, EU:C:2022:353.

that information is significant and decisive for the decision to purchase, i.e. when ‘the trader makes the manufacturer’s commercial guarantee a central or decisive element of its offer’.<sup>120</sup> For verifying this, the CJEU offers several criteria for the interpretation of Article 6(1)(m) of Directive 2011/83/EU regarding pre-contractual information, such as the content and general layout of the offer, the importance of referring to the manufacturer’s commercial guarantee for sales or advertising, the place occupied by the reference in the offer, the risk of possible mistake or confusion of the average consumer who is reasonably well informed, reasonably observant, and circumspect, with respect to different rights regarding the guarantee or the identity of the guarantor, the existence of explanations relating to other guarantees, etc.<sup>121</sup>

Prominent cases in Croatian court practice are related to unfair commercial practices by traders misleading the average consumer by offering additional payment guarantee, without fulfilling the legal obligation of distinguishing between legal and commercial guarantees, i.e. misleading the consumer on legal rights in the event of non-conformity. And while the defendant trader in one of the Croatian judgements pointed out that it ‘is neither realistic nor logical’ for the average consumer not to distinguish guarantees,<sup>122</sup> Directive (EU) 2024/825 states that ‘confusing consumers between the commercial guarantee of durability and the legal guarantee of conformity’ should be avoided.<sup>123</sup> In line with the presented provisions of Directive (EU) 2024/825, in 2022 the Administrative Court in Zagreb correctly elaborated on the substantive legal and terminological differences between legal and commercial guarantee. In the given case of the sale of a special product called *protecto guarantee* (extending the guarantee to 3 years in total with 100% discount) by the third trader, who was neither the producer nor the seller of the mobile phone, it is pointed out that ‘there is no other (unregulated by the ZOO but otherwise permitted) guarantee beyond the commercial guarantee (warranty), nor is it allowed, in the sense of consumer law, to cite the term “guarantee” outside of that context’,<sup>124</sup> which is misleading to the average consumer.

<sup>120</sup> *Victorinox*, para. 66.

<sup>121</sup> *Victorinox*, para. 66.

<sup>122</sup> High Administrative Court of the Republic of Croatia, Judgement Usž-109/21-2 of 20 October 2021; Administrative Court in Zagreb, Judgement Usl-2717/19-8 of 8 October 2020, Usl-2717/19-8.

<sup>123</sup> Directive (EU) 2024/825, rec. 26.

<sup>124</sup> Administrative Court in Zagreb, Judgement Us I-2716/2019-5 of 4 April 2022; subsequent unpublished decision of the High Administrative Court of the Republic of Croatia Usž-2438/2022-2 of 20 March 2024, translated by author.

#### 4. CONCLUDING REMARKS

In conclusion, the environmental protection, green transition and sustainable development goals have for a long time been finding their way into consumer law, and consequently into private law of the EU Member States (Micklitz 2019, 229). The innovations introduced into the laws of the Member States by Directive (EU) 2024/825 clearly indicate a shift from traditional consumer protection towards the concept of green and sustainable consumption. As shown in the paper, Directive (EU) 2024/825 introduces numerous changes to the existing consumer protection legal framework, by establishing as many as 12 new bans on unfair commercial practices of misleading actions and omissions in regard to greenwashing and planned early obsolescence. Furthermore, it introduces a number of new obligations for providing pre-contractual information to consumers for all types of consumer contracts concluded within and out of trader's business premises, especially relating to product durability and repairability. In the literature, Directive (EU) 2024/825 has been criticised for its sporadic environmental protection goal in consumer law and the overgeneralisation of the claims and expressions that are used in it, such as 'environmental or social characteristics of the product' and 'circularity aspects'.<sup>125</sup> Bert Keirsbilck (2024, 208) believes that the specification and definition of these terms would contribute to the legal certainty and coherence of the consumer protection legal framework. Also, as pointed out in the paper, many of the innovations require additional interpretation of certain prescribed conditions and criteria, likely through amendments of the existing guidance on the interpretation and application of Directive 2005/29/EC and Directive 2011/83/EU.

While the first part of the innovations for suppressing greenwashing is systematically fairly regulated (despite the existing open clauses and issues that require the interpretation of the CJEU), one cannot escape the impression that the second part of the amendments on more stringent information on product durability and repairability was rendered in a manner that is rather unintelligible and difficult to implement in practice. Regardless of the significance of the issues being addressed, the lack of systematicity in the normative regulation of Directive (EU) 2024/825 and the constant referencing to definitions and provisions from other EU directives and acts will undoubtedly affect the effectiveness of the enforcement of consumer law in the practice of the Member States. Another issue is how harmonisation with the Directive, in line with full targeted harmonisation, will affect the

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<sup>125</sup> Directive (EU) 2024/825, rec. 9.

existing legislative solutions in certain countries, such as the French, Belgian and Italian regulations prohibiting greenwashing, information on spare parts, ban on planned obsolescence, prohibition of misleading advertisement on fossil fuels, etc. (Terry 2023, 174). Some Member States have already harmonised their legislation, such as the German Unfair Competition Act (*Gesetz gegen den unlauteren Wettbewerb – UWG*),<sup>126</sup> the Luxembourg Code of Consumer (*Le Code de la consommation*),<sup>127</sup> and the Croatian regulations presented in this article. The transposition of the presented obligations into the laws of the EU Member States should lead to a greater awareness of product sustainability and support the green transition, however, due to the demonstrated normative deficiencies of Directive (EU) 2024/825, the question remains whether it will contribute to the more effective enforcement of consumer law.

## REFERENCES

- [1] Augenhöfer, Susanne. 2022. EC's Public Consultation on Sustainable Consumption: Promoting Repair and Reuse. *Response of the European Law Institute*: 1–20.
- [2] Bertelli, Francesca, Marco Farina. 5/2025. The ICA Shines a Light on SHEIN: Green Claims in Ultra-Fast Fashion. *Journal of European Consumer and Market Law* 14: 265–268.
- [3] BEUC. 2023a. *Empowering consumers for the green transition: Recommendations for the trilogue negotiations*. Brussels: The European Consumer Organisation (BEUC).
- [4] BEUC. 2023b. *The Great Green Maze – How Environmental Advertising Confuses Consumers, Survey results from 16 countries*. Brussels: The European Consumer Organisation (BEUC).
- [5] De Franceschi, Alberto. 6/2018. Planned Obsolescence challenging the Effectiveness of Consumer Law and the Achievement of a Sustainable Economy: The Apple and Samsung Cases. *Journal of European Consumer and Market Law* 7: 217–221.

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<sup>126</sup> Third Act Amending the Act Against Unfair Competition (*Drittes Gesetz zur Änderung des Gesetzes gegen den unlauteren Wettbewerb*) BGBl. 2026 I Nr. 43 of 19 February 2026.

<sup>127</sup> The Consumer Code (*Le Code de la consommation*), last amended 7 April 2026, [https://gouvernement.lu/en/dossiers.gouv2024\\_mpc+en+dossiers+2023+codeconsommation.html#bloub-1](https://gouvernement.lu/en/dossiers.gouv2024_mpc+en+dossiers+2023+codeconsommation.html#bloub-1), last visited April 15, 2026.

- [6] De Franceschi, Alberto. 2/2023. The Sustainability of Consumer and Market Law: Green Claims, Greenwashing and the Right to Repair. *Journal for European Consumer and Market Law* 12: 45–48.
- [7] European Commission. 2018. Behavioural Study on Consumers' Engagement in the Circular Economy. Executive Summary. <https://data.europa.eu/doi/10.2818/921596>, last visited July 18, 2026.
- [8] European Parliament. 2024. Stopping greenwashing: how the EU regulates green claims. *European Parliament*, March 21. <https://www.europarl.europa.eu/topics/en/article/20240111STO16722/stopping-greenwashing-how-the-eu-regulates-green-claims>, last visited January 15, 2026.
- [9] Fella, Stefanie, Elena Bausa. 2024. Green or greenwashed? Examining consumers' ability to identify greenwashing. *Journal of Environmental Psychology* 95: 1–16.
- [10] Gsell, Beate, Sebastian Meyer. 1/2025. How to Combat "Greenwashing": Comment on the Decision of the German Federal Court of Justice of 27 June 2024 – BGH I ZR 98/23 on Misleading Advertisement of Climate Neutrality. *Journal of European Consumer and Market Law* 14: 21–27.
- [11] Hedemann-Robinson, Martin. 3/2025. Environmental Claims and the EU's Legal Response for Combating Greenwashing. *European Energy and Environmental Law Review* 34: 64–78.
- [12] Horak, Hana. 1/2024. Na putu prema zelenoj tranziciji i zaštiti potrošača. *Acta Economica Et Turistica* 10: 31–49.
- [13] Kanceljak, Ivana, Sunčana Roksandić. 5/2025. Prekršajnoppravna zaštita potrošača u praksi prvostupanjskih sudova u Republici Hrvatskoj. *Zbornik Pravnog fakulteta u Zagrebu* 75: 813–852.
- [14] Kanceljak, Ivana. 2021. Određeni aspekti ugovora o prodaji robe na digitalnom tržištu i preuzimanje u hrvatsko pravo. 65–93 in *Pravna zaštita pojedinaca na jedinstvenom digitalnom tržištu Europske unije*, edited by Jakša Barbić. Zagreb: Hrvatska akademija znanosti i umjetnosti.
- [15] Keirsbilck, Bert, Evelyne Terryn, Liesbet Van Acker. 2023. The legality of "100% recycled" and "100% recyclable" claims on water bottled in plastics – legal analysis under EU Directive 2005/29/EC on unfair business-to-consumer commercial practices. [https://www.beuc.eu/sites/default/files/publications/BEUC-X-2023-144\\_Unbottling\\_greenwashing\\_accompanying\\_study.pdf](https://www.beuc.eu/sites/default/files/publications/BEUC-X-2023-144_Unbottling_greenwashing_accompanying_study.pdf), last visited July 18, 2026.

- [16] Keirsbilck, Bert. 5/2024. Empowering Consumers for the Green Transition: Overview of Directive (EU) 2024/825. *Journal of European Consumer and Market Law* 13: 205–217.
- [17] Kovač, Ivan, Dario Dunković, Barbara Kovač. 2025. Greenwashing and consumer skepticism toward eco-labels in Croatia: challenges and policy directions. Ahead of print. *British Food Journal*. <https://doi.org/10.1108/BFJ-02-2025-0122>, last visited July 18, 2026.
- [18] Kryla-Cudna, Katarzyna M. 2024. The Update Obligation for Smart Products and a Circular Economy - A Chance Not Taken? 115–134 in *European Sales Law: Challenges in the 21st Century*, edited by Yesim M. Atamer and Stefan Grundmann. Cambridge: Intersentia.
- [19] Loos, Marco M. B. 1/2026. Where do you go to, my Lovely? 50 years of European Consumer Protection in the EU. *Journal of European Consumer and Market Law* 15: 33–39.
- [20] MacLennan, Jacquelyn, William De Catelle. 2–3/2025. The Revision of EU Greenwashing Laws: A New Framework of Analysis. *Business and Human Rights Journal* 10: 456–462.
- [21] Mak, Vanessa, Evelyne Terryn. 1/2020. Circular Economy and Consumer Protection: The Consumer as a Citizen and the Limits of Empowerment Through Consumer Law. *Journal of Consumer Policy* 43: 227–248.
- [22] Micklitz, Hans W. 6/2019. Squaring the Circle? Reconciling Consumer Law and the Circular Economy. *Journal for European Consumer and Market Law* 9: 229–237.
- [23] Mišćenić, Emilia, et al. Forthcoming. The Evolving Standard of the Average and Vulnerable Consumer in the Case Law of Central and Eastern European Countries: Shared History, Diverging Models. *European Review of Private Law*.
- [24] Mišćenić, Emilia, Iva Mamilović. 1/2019. Nepoštena poslovna praksa u hrvatskome pravnom sustavu: uređenje i provedba. *Godišnjak Akademije pravnih znanosti Hrvatske* 10: 273–299.
- [25] Mišćenić, Emilia, Lidija Ileković. 1/2024. Novo uređenje isporuke digitalnog sadržaja i digitalnih usluga u hrvatskom potrošačkom pravu. *Harmonius Journal of Legal and Social Studies in South East Europe* XIII: 183–235.
- [26] Mišćenić, Emilia. 2023. Croatia. 127–149 in *Harmonizing Digital Contract Law – The Impact of the EU Directives 2019/770 and 2019/771*, edited by Alberto De Franceschi and Reiner Schulze. Munich: CH Beck/Hart/Nomos.

- [27] Mišćenić, Emilia. 2024. Information, Transparency and Fairness for Consumers in the Digital Environment. 81–118 in *Digital Vulnerability in European Private Law*, edited by Camilla Crea and Alberto De Franceschi. Baden-Baden: Nomos.
- [28] Mišćenić, Emilia. 4/2020. Sustainability, the Circular Economy and Consumer Law in Croatia. *Journal of European Consumer and Market Law* 9: 173–177.
- [29] Mišćenić, Emilia. 3/2022. The Constant Change of EU Consumer Law: The Real Deal or Just an Illusion? *Annals of the Faculty of Law in Belgrade* 70: 679–710.
- [30] Mišćenić, Emilia. 2021. Učinkovitost i transparentnost online informiranja potrošača. 39–63 in *Pravna zaštita pojedinaca na jedinstvenom digitalnom tržištu Europske unije*, edited by Jakša Barbić. Zagreb: Hrvatska akademija znanosti i umjetnosti.
- [31] OECD. 2025. Protecting and Empowering Consumers in the Green Transition: Misleading Green Claims. *OECD Digital Economy Papers* No. 375.
- [32] Petrić, Silvija. 2021. Ugovorna odgovornost prodavatelja. 22–91 in *Europsko privatno pravo: posebni dio*, edited by Emilia Mišćenić. Zagreb: Školska knjiga.
- [33] Reyna, Agustin, Patrycja Gautier. 3/2025. The European Take on the Right to Repair (R2R). *Journal of European Consumer and Market Law* 14: 92–98.
- [34] Šajn, Nikolina. 2022. Empowering Consumers for the Green Transition. *European Parliamentary Research Service*. [https://www.europarl.europa.eu/RegData/etudes/BRIE/2022/733543/EPRS\\_BRI\(2022\)733543\\_EN.pdf](https://www.europarl.europa.eu/RegData/etudes/BRIE/2022/733543/EPRS_BRI(2022)733543_EN.pdf), last visited July 18, 2026.
- [35] Terryn, Evelyne. 4/2019. A Right to Repair? Towards Sustainable Remedies in Consumer Law. *European Review of Private Law* 27: 851–873.
- [36] Terryn, Evelyne. 2023. Can Consumer Law Become Sustainable? 159–186 in *The Transformation of Consumer Law and Policy in Europe*, edited by Hans W. Micklitz and Christian Twigg-Flesner. London: Bloomsbury Publishing.
- [37] Terryn, Evelyne. 1/2021. The New Consumer Agenda: A Further Step Toward Sustainable Consumption? *Journal for European Consumer and Market Law* 10: 1–3.

- [38] Valant, Jana. 2016. Planned obsolescence: Exploring the Issue. *European Parliamentary Research Service*. [https://www.europarl.europa.eu/RegData/etudes/BRIE/2016/581999/EPRS\\_BRI\(2016\)581999\\_EN.pdf](https://www.europarl.europa.eu/RegData/etudes/BRIE/2016/581999/EPRS_BRI(2016)581999_EN.pdf), last visited July 18, 2026.
- [39] Zoll, Fryderyk, Katarzyna Południak-Gierz, Wojciech Bańczyk, Maciej Bujalski. 2024. Various Approaches to ‘Greening’ Consumer Sales Law. 103–122 in *Routledge Handbook of Private Law and Sustainability*, edited by Marta Santos Silva, Andrea Nicolussi, Christiane Wendehorst, Pablo Salvador Coderch, Marc Clément and Fryderyk Zoll. Abington: Routledge.

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