

Client Briefing

September 2026

Warranty and Guarantee Labels – Overview of the Planned New Regulations

Starting **September 27, 2026**, retailers will be required to use new, EU-wide standardised labels for the legal guarantee of conformity (i.e., statutory warranty rights) and, under certain conditions, for commercial guarantees of durability as well. The new requirements apply to both brick-and-mortar retailers and e-commerce businesses. Below, we provide an overview of the key changes and the resulting actions needed to avoid legal risks.

I. Background of the New Regulations

The new labelling requirements stem from Directive (EU) 2024/825 ("**Empowering Consumers for the Green Transition**", or the "**EmpCo Directive**" for short), which was adopted as part of the "European Green Deal." The goal of the new regulations is to empower consumers to make informed and sustainable purchasing decisions by providing transparent information, particularly regarding the durability, reparability, and legal guarantee rights associated with products.

The new regulations do not create any new substantive consumer rights. Rather, they are intended to make existing rights more visible through Europe-wide standardised labelling. To this end, a mandatory notice on the legal guarantee of conformity ("**warranty label**") and a label for the commercial guarantee of durability ("**guarantee label**") are being introduced.

The specific design of these labels was established by Implementing Regulation (EU) 2025/1960. This regulation contains binding templates and graphic specifications for the design, colours, fonts, and content. These specifications are standardised across the EU and, in principle, may not be altered.

II. Overview of the Planned New Regulations

In Germany, the requirements of the EmpCo Directive are implemented through amendments to Articles 246 and 246a of the Introductory Act to the Civil Code ("**EGBGB**"). The new regulations will take effect on September 27, 2026, without a transition period.

1. Who Is Affected by the New Regulations?

The new labelling requirements generally apply to all businesses that sell goods to consumers (B2C). This includes, in particular, brick-and-mortar retailers, online retailers, manufacturers with direct sales, and

sellers on electronic marketplaces. The decisive factor is that a consumer contract for the sale of goods is concluded. Company size, revenue, or number of employees do not affect the applicability of the regulations.

Practical note:

Digital content and digital services (see Section 327(2) of the German Civil Code ("BGB")) do not constitute goods and therefore do not fall within the scope of the new labelling requirements. For goods with digital elements (Section 327a(3) BGB), the labelling requirements apply to the goods themselves, but not to the digital element.

Pure B2B transactions, in which goods are sold exclusively to businesses, are generally not covered. However, if individual distribution channels or product areas are also accessible to consumers, they are subject to the new regulations.

Furthermore, there is no labelling requirement in the contractual scenarios specified in Section 312(2) BGB and Art. 246(2) EGBGB. The following exceptions are of particular practical significance:

- Contracts for the delivery of food, beverages, or other household items of daily necessity that are delivered by a business to a consumer's residence, place of stay, or workplace as part of frequent and regular deliveries (Section 312(2)(8) of the German Civil Code (BGB));
- Off-premises contracts where the service is provided and paid for immediately upon conclusion of the negotiations and the consideration to be paid by the consumer does not exceed 40 euros (Section 312(2)(12) of the German Civil Code (BGB));
- Contracts in brick-and-mortar retail stores that concern everyday transactions and are fulfilled immediately upon conclusion of the contract (Art. 246(2) EGBGB).

Practical note:

"Everyday necessities" primarily include the purchase of items for daily use, such as food, cosmetics, newspapers and magazines, or textiles.

If a retail store also offers goods that are not considered daily necessities, the exception applies only to the transactions covered by it. For the remaining goods, the labelling requirements remain in effect.

Whether an exception applies must therefore always be assessed based on the specific range of goods offered. Given that even supermarkets and discount stores now sell numerous higher-value goods such as televisions, bicycles, or household appliances, labelling requirements in practice often apply to brick-and-mortar retailers as well.

2. Warranty and Guarantee Labels

LEGAL GUARANTEE

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

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

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

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

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

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

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



europa.eu/youreurope/guarantees

What to do if you receive non-conforming goods:

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

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

Fig. 1: The new warranty label

At the heart of the new regulations are two distinct labels: the warranty label and the guarantee label.

The warranty label provides information about the consumer's rights under the legal guarantee of conformity. It is intended to make it clear that consumers have statutory rights regarding defects, regardless of any commercial guarantees. These rights already exist under current law and are not expanded by the new regulation. The only new requirement is the obligation to provide this information in a standardised format. The form, colour, and content of the label are fully specified by Implementing Regulation (EU) 2025/1960. No changes are permitted.

In addition, there is the so-called guarantee label (GARAN label). The term "GARAN" refers to "guarantee" in several official languages of the EU. The uniform designation is intended to create a label that is recognisable throughout the EU. The guarantee label applies to voluntary commercial guarantees of durability offered by producers and is intended to make it clear to consumers at a glance that a product comes with a specific guarantee of durability in addition to the rights under the legal guarantee of conformity. At the same time, the label is intended to reduce the frequent confusion between the legal guarantee of conformity and commercial guarantees.

As with the warranty label, the content and design of the guarantee label are mandatorily specified by Implementing Regulation (EU) 2025/1960. Adjustments are permitted only with regard to the duration of the commercial guarantee of durability ("XX"), the name of the guarantor ("Brand/Trademark"), and the relevant model identifier ("Model identifier"). Otherwise, the label may not be altered in terms of either content or design.

Practical note:

The original versions of the warranty and guarantee labels provided by the European Commission can be downloaded via the following link in various file formats (specifically SVG, PNG, JPG, and PDF) and in all official languages of the European Union:

https://commission.europa.eu/publications/practical-guidelines-and-high-resolution-vector-files-eu-notice-and-label-product-guarantees_en

Companies should use only the original files published by the Commission to avoid inadvertent deviations in content or design from the mandatory templates.

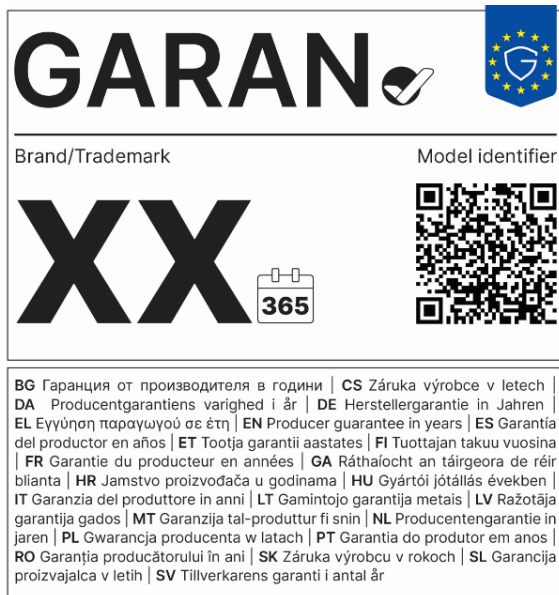


Fig. 2: The new guarantee label

3. Changes Required for Brick-and-Mortar Retail

In brick-and-mortar retail, sales and information processes in particular will need to be adapted. Unlike in e-commerce, the labels in brick-and-mortar retail may be displayed either in colour or in black and white.

The warranty label must be clearly visible to consumers before the contract is concluded. According to the practical guidelines published by the European Commission (available at https://commission.europa.eu/publications/practical-guidelines-and-high-resolution-vector-files-eu-notice-and-label-product-guarantees_en), this can be done, for example, by displaying it on a poster in a clearly visible location in the store or at the checkout area. Care must be taken to ensure that the label is used in the specified format and, if printed, is no smaller than DIN A4.

If a product also comes with a commercial guarantee of durability from the producer, the guarantee label must be clearly visible on the product in question so that consumers can immediately recognise which products are covered by such a guarantee. The minimum size of the label to be affixed is 95 × 100 mm. Producers are required to provide retailers with the necessary information for this purpose.

Practical Note:

Since the labelling requirements take effect on September 27, 2026, and do not provide for any transitional provisions for existing inventory, companies must determine how the labels can be integrated into existing shelving, pricing, and product information systems and request the necessary labels from the producer in a timely manner.

4. Changes Required for E-Commerce

The new regulations will have particularly far-reaching implications for e-commerce. Unlike in brick-and-mortar retail, the labels must be integrated into digital sales processes in online stores, on manufacturers' websites, and on electronic marketplaces.

With regard to the warranty label, the European Commission requires that it be prominently displayed and easily visible to consumers within the online presence. Consumers must have the opportunity to access this information before entering into a contract. In addition, the warranty label must be provided to the consumer on a durable medium (e.g., via email) after the contract is concluded. Unlike in brick-and-mortar retail, the label may only be used online in the specified colour version.

Practical Note:

For online store operators, the specific question that arises is how to integrate the label into the digital purchasing process. Since the warranty label constitutes general consumer information, placing it in a central location on the sales platform – such as on pages providing information about consumer rights, within

the terms and conditions of sale, or in close proximity to other mandatory information – should generally be sufficient, provided the label is easily locatable and recognisable to consumers.

Since the warranty label – unlike the language-neutral guarantee label – contains language-specific text elements, operators of multilingual online stores must ensure that consumers are shown the language version intended for the relevant market.

The effort required to implement the guarantee label can be significantly greater. This label must be used on a product-by-product basis and is intended to immediately make it clear to consumers for which goods a commercial guarantee of durability applies. Sellers must therefore display the label visibly on the respective products in question. A nested display format is permissible provided that the guarantee label appears in its entirety upon the first mouse click, the first mouse rollover, or the first tactile screen expansion, and both the full and the simplified labelling format are used. In addition to displaying the guarantee label next to the product, it must also be displayed in the shopping cart and at checkout.

Practical Note:

When displaying the guarantee label in the shopping cart or at checkout, companies should take care to avoid misunderstandings on the part of consumers. In particular, it should be clearly recognisable that the label refers exclusively to the specific item in question and not to other products in the shopping cart.

For companies that sell their goods through online marketplaces, implementing the new labelling requirements presents particular challenges, as marketplace operators are not legally required to provide the necessary technical infrastructure for this purpose. In practice, however, many retailers will rely on the technical infrastructure of the respective marketplace operator to properly display warranty

and guarantee labels. To the extent that marketplaces centrally dictate product-related information or allow only limited design options, retailers should therefore check early on whether the required labels can be technically integrated and, if necessary, consult with the marketplace operator.

III. Conclusion

With the warranty and guarantee labels taking effect on September 27, 2026, the European legislature is introducing new, EU-wide uniform information requirements for the sale of goods to consumers. While no new substantive consumer rights are being created, the visibility of existing rights under the legal guarantee of conformity as well as voluntary

commercial guarantees of durability will be significantly increased.

In e-commerce in particular, a considerable implementation effort is to be expected. Companies must review and adapt their online store systems, product presentations, checkout processes, and, where applicable, their collaboration with manufacturers and marketplace operators in a timely manner. Since the labelling requirements regarding content and design are largely mandatory and violations may result in consequences under competition law, we recommend an immediate review of existing sales and information processes to minimise potential liability and cease-and-desist risks

This client information contains only a non-binding overview of the subject area addressed in it. It does not replace legal advice. Please do not hesitate to contact us for this client information and for advice:



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