

Client Briefing

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The new "Right to Repair" – Overview of the planned new regulations

With Directive (EU) 2024/1799 on common rules promoting the repair of goods ("Right to Repair"), the EU legislator has laid down rules that must be transposed into national law by 31 July 2026 at the latest. The aim is to reduce the premature disposal of viable goods and to promote repair both legally and practically. To implement these requirements, the German government presented a draft bill on 25 March 2026, which is currently in the parliamentary legislative process. The following overview presents the central contents of the draft bill and shows the need for action for manufacturers, sellers, and other economic operators.

I. Background of the Right to Repair Directive and implementation in Germany

With Directive (EU) 2024/1799 on the right to repair ("**Right to Repair Directive**"), the EU legislator aims to counteract the widespread practice of replacing products that have even minor defects, although they are technically repairable and would remain usable. From a sustainability perspective in particular, incentives are to be created for consumers in order

to make repair more attractive than purchasing new products.

The Directive builds on existing public-law requirements for the reparability of products, as set out, in particular, in EU ecodesign legislation.¹

The latter require manufacturers, inter alia, to design products in a repair-friendly manner and to provide spare parts and repair information. In the future, these requirements are to be supplemented by civil-

¹ Regulation (EU) 2024/1781 and Directive 2009/125/EC and delegated acts and implementing measures based thereon.

law claims and information obligations in order to make repairs practically enforceable in the relationship between businesses and consumers.

The Right to Repair Directive is designed as a full harmonisation directive and obliges the Member States to ensure uniform implementation by 31 July 2026 at the latest.

In Germany, a government bill has been available since March 2026, which is currently still in the parliamentary legislative process. In addition to implementing the European requirements for transactions with consumers, the draft bill also includes provisions extending into general sales law and thereby goes beyond the scope of the Directive, with implications for business-to-business transactions.

II. Overview of the planned new regulations

The implementation of the Right to Repair Directive in Germany is planned on two levels: Firstly, the existing rules on statutory warranty for defects (i.e. statutory liability for defects under German sales law) will be specifically adapted to promote repair over replacement in warranty cases (see II.1.).

Secondly, an independent right to repair outside the scope of the warranty will be introduced for the first time, which consumers can assert directly against the manufacturer (see II.2.).

1. Strengthening the right to repair in warranty cases

a. Reparability as a component of the customary quality

The government draft amends Section 434(3) sentence 2 of the German Civil Code ("**BGB**") to include the characteristic of "reparability" as part of the customary quality of the purchased item. In the future, a product can therefore be considered defective if it is not repairable – contrary to what is customary for products of the same kind and what the buyer can expect.

Practical note: A lack of reparability does not automatically constitute a material defect.

The decisive factor remains whether reparability is customary for comparable goods and can be expected by the buyer according to the nature of the item. The more manufacturers are legally obliged to design products in a repair-friendly manner (for example, through ecodesign requirements), the more likely it is that a lack of reparability can be considered a deviation from the customary quality and thus a material defect.

By including reparability in the objective requirements for conformity, the draft bill implements Article 16 no. 1 of the Right to Repair Directive. However, while the Directive provides for this requirement exclusively for sales contracts between businesses and consumers, the German legislator anchors reparability in the general definition of a defect in sales law under Section 434 BGB. The new regulation thus also affects sales contracts between businesses (B2B) as well as between consumers (C2C), extending beyond the scope of the Directive.

Practical note: For consumer goods purchases, the objective requirements for conformity under Section 476(1) sentence 2 BGB – including reparability – can only be restricted to the detriment of the consumer before a defect is reported, and only under very strict conditions – in particular on the basis of an express and separate agreement – that are practically almost impossible to meet. For sales contracts between businesses (B2B) and between consumers (C2C), however, deviating provisions are also possible in general terms and conditions, cf. Section 434(3) sentence 4 of the draft German Civil Code ("**BGB-E**").

Furthermore, an extended transitional period applies to business-to-business (B2B) transactions: Reparability is only to be taken into account when assessing defectiveness from 1 January 2028.

b. Extension of the warranty period for consumers upon repair

To provide consumers with an incentive to opt for the variant of so-called rectification – and thus for repair – within the scope of subsequent performance, the warranty period will be extended once by twelve months in the event of a repair (Section 475e(5) BGB-E). This means a three-year warranty period will replace the two-year period that has generally applied until now. In the B2B and C2C sectors, however, the regular two-year warranty period remains in effect even after a repair has been carried out (Section 438(1) no. 3 BGB).

If a claim is made against the seller for a defect that becomes apparent during the extended warranty period, the seller can, in turn, take recourse against their supplier in accordance with the requirements of Sections 437, 445a(1) BGB. Pursuant to Section 445b(2) BGB, these recourse claims become time-barred no earlier than two months after the date on which the seller has fulfilled the buyer's claims.

c. Specifics of replacement delivery in consumer contracts

If the buyer demands the delivery of a defect-free item as subsequent performance (so-called replacement delivery), the seller may also deliver a refurbished good at the consumer's explicit request (Section 475(6) BGB-E). Under the previous legal situation, in sales contracts for new goods, the seller was obliged to provide a new replacement item; according to Section 476(1) BGB, this could not be deviated from to the detriment of the consumer before a defect was reported.

Practical note: The term "refurbished good" is determined by Union law and is based on Article 2 no. 18 of the Ecodesign Regulation (EU) 2024/1781. It covers goods that have already been used or placed on the market and have been inspected, repaired, or fitted with replaced components as part of a systematic remanufacturing process, so that they functionally correspond to a defect-free product again without being brand-new.

d. Seller's information obligations in consumer contracts

In addition, sellers must in the future expressly inform consumers, before carrying out subsequent performance, that they can choose between the rectification of the defect and the delivery of a defect-free item, and that the warranty period will be extended by twelve months in the event of rectification (Section 475(4) BGB-E).

Practical note: Pursuant to Section 476(1) BGB, this right to choose may not be restricted to the detriment of the consumer in consumer goods purchases before a defect has been reported – for example, through general terms and conditions.

The draft bill does not contain any specific requirements regarding the form or timing of the information; it must be provided "before carrying out subsequent performance."

Practical note: Anyone who fails to inform consumers or fails to do so in a timely or complete manner, about the right to choose within the scope of subsequent performance and about the extension of the warranty period risks receiving warnings (*Abmahnungen*) from competitors and qualified consumer associations, as well as facing representative actions (*Verbandsklagen*).

Companies should therefore develop clear text modules – for example, for confirmation emails and general terms and conditions—integrate them firmly into their ordering and complaint processes and document the provision of the information in each individual case.

2. Right to repair outside the scope of the warranty

In addition to the changes in the law on statutory warranty for defects, the draft bill provides for the introduction of an independent statutory right to repair outside the scope of the warranty for the first time. For this purpose, a new subtitle (Sections 479a

et seq. BGB-E) is to be inserted into the German Civil Code, granting consumers a direct claim for repair against the manufacturer of a good under certain conditions.

Practical note: As the repair claim is established by law, it does not require the conclusion of a repair contract. Nevertheless, it may be useful for both parties to specify the repair services in more detail in a contract, for example with regard to price, procedure, and other conditions.

According to Section 479g BGB-E, however, the provisions of Sections 479a et seq. BGB-E are mandatory. Contractual arrangements can therefore only specify the modalities of execution without restricting or undermining the statutory repair claim.

If the manufacturer is domiciled outside the European Union, the resulting obligations fall upon the representative domiciled in the EU expressly designated by the manufacturer, or subsidiarily upon the importer or the distributor of the good (Section 479f BGB-E). This is intended to ensure that consumers have a contact person for repair claims who is reachable within the EU, even for non-European manufacturers.

a. Claim requirements

The right to repair applies exclusively to goods purchased by consumers. It is not applicable to sales contracts between businesses or between consumers.

Furthermore, the right to repair applies "retroactively." Unlike the changes to statutory defect liability in sales law, it applies not only to sales contracts concluded on or after 31 July 2026, but also to goods purchased before that date.

It requires that the good belongs to one of the product groups listed exhaustively in Annex II of the Right to Repair Directive. Therefore, manufacturers, importers, and distributors of these types of goods, especially electronic devices, are particularly affected.

Practical note: Currently, the following are covered in particular:

- Household washing machines and washer-dryers,
- Dishwashers,
- Refrigerating appliances,
- Electronic displays,
- Welding equipment,
- Vacuum cleaners,
- Servers and data storage products,
- Mobile phones, cordless phones, and tablets, as well as
- Goods containing batteries for light means of transport.

Finally, the consumer must no longer have a warranty claim under sales law pursuant to Section 437 BGB. This is particularly the case if the defect arose after the transfer of risk or if existing warranty claims have since become time-barred. The statutory right to repair therefore only applies where statutory defect liability under sales law ends.

b. Content

The manufacturer is obliged to repair the good at the consumer's request within a reasonable period, either free of charge or for a reasonable fee (Section 479b BGB-E). The manufacturer can also fulfil the obligation to repair by having the repair carried out by a third party.

Practical note: The requirement of a "reasonable fee" does not mean that the manufacturer must provide the repair merely at cost. Rather, according to Recital 16 of the Directive, a customary profit margin can also be taken into account in the pricing. However,

the fee must not be set so high as to deliberately deter consumers from making use of the statutory obligation to repair.

If a paid repair does not result in the good being restored to a condition that conforms with the contract, the consumer is entitled to further rights in analogous application of the provisions on contracts for work and services. In particular, they can demand subsequent performance, have the repair carried out themselves, reduce the fee, or claim damages (Section 479b(4) BGB-E).

c. Spare Parts, Tools, and Repair Obstacles

Furthermore, manufacturers are obligated to provide spare parts and the tools necessary for repair at reasonable prices that do not deter repair (Section 479c BGB-E).

Additionally, contractual clauses and hardware or software techniques that hinder or complicate the repair of the goods are generally impermissible. This also applies to practices that prevent repairs by independent workshops or that exclude the use of original spare parts, used spare parts, compatible spare parts, or spare parts produced by 3D printing (Section 479e BGB-E). Exceptions are only considered if such restrictions are justified by legitimate and objective reasons, such as the protection of intellectual property.

d. Manufacturer's information obligations

As long as the obligation to repair exists, the manufacturer must provide information about its repair services in a manner that is easily accessible, clear, and understandable, and free of charge; in particular, it must publish indicative prices for typical repairs on a freely accessible website (Section 479d BGB-E).

Practical note: Since incorrect or incomplete information can create a significant risk of warnings (*Abmahnungen*) and representative actions (*Verbandsklagen*), companies should adapt their general terms and conditions and

online presences accordingly at an early stage.

3. European Repair Information Form

In addition, a European Repair Information Form will be introduced in the Introductory Act to the German Civil Code ("**EGBGB**") (Article 245 of the draft EGBGB). Repair service providers can voluntarily use this form when initiating repair contracts with consumers.

Practical note: If the European Repair Information Form is used, the essential pre-contractual information obligations towards consumers – particularly regarding the content of the service, price, and the identity and contact details of the repair service provider pursuant to Section 312a(2) BGB in conjunction with Article 246(1) EGBGB and Section 312d(1) in conjunction with Article 246a Section 1(1) sentence 1 EGBGB – are deemed to be fulfilled.

III. Outlook

The Right to Repair Directive sets new priorities in German sales law and strengthens the importance of repair in the product life cycle. The new regulations go beyond isolated adjustments to consumer law and have an effect along the entire value chain.

Against this backdrop, companies need to adapt, particularly with regard to existing product, contract, and after-sales structures. Sellers are required to adjust their warranty and complaint processes to the expanded information obligations and the extended liability in the event of repair. At the same time, manufacturers face the challenge of organisationally implementing their repair obligations and integrating them coherently into existing price, liability, and guarantee structures.

Since violations of the new legal requirements can be associated with considerable risks of warnings (*Abmahnungen*) and liability, an early legal review and forward-looking preparation for the upcoming requirements are recommended.

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