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**To:**
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**Subject: comments on Spain's preliminary draft law on Sustainable Consumption**

APPLiA represents the home appliance industry in Europe. Our members play a central role in producing sustainable innovative and high-quality consumer products across the European Union.

We welcome the opportunity to contribute to the TRIS procedure for the draft law on Sustainable Consumption (Anteproyecto de Ley de Consumo Sostenible), which seeks to transpose both the Directive (EU) 2024/825 on empowering consumers for the green transition, and the Directive (EU) 2024/1799, on common rules promoting the repair of goods.

**Having actively contributed to the development of both Directives, APPLiA has consistently championed their objectives.**
Our industry has substantial expertise in repair and maintenance, be it when integrated with Ecodesign rules or through educational initiatives like the recently launched MyAPPLiA app.
To guarantee safe and efficient repairs throughout a product's lifecycle, companies in this sector invest in certified repair networks, spare parts logistics, and diagnostic infrastructure. Home appliance manufacturers consider the availability of professional and dependable technical support to be a cornerstone of consumer confidence and product durability. This commitment ensures that consumers and accredited technicians have access to necessary repair manuals, diagnosis tools, and spare parts, strictly adhering to Article 5(1)(d) of Directive (EU) 2024/1799.

We believe that **the draft law on sustainable consumption goes beyond a straightforward transposition of Directives (EU) 2024/825 and 2024/1799**, thereby warranting a meticulous review under the TRIS framework. Certain provisions indeed introduce new requirements for placing goods on the Spanish market, including additional obligations on repair financing, terminology restrictions, and the use of certain commercial communication elements. These deviations would further exacerbate market fragmentation, creating significant legal uncertainty for manufacturers.
The issue is not limited to the national law. We are also seeing regional governments, such as in Asturias, attempting to introduce their own legislation that overlaps with and contradicts the national and European frameworks. This creates a patchwork of divergent regulations that undermines market unity, legal certainty, and the free circulation of goods.

It is imperative to wait for the final approval of the EU and national laws before considering any regional adaptations.

The **Spanish Competition Authority (CNMC) mirrored these apprehensions in its exhaustive analytical review of the draft law**. It stressed that **any regulatory actions must firmly respect the core principles of necessity and proportionality**, cautioning that overloading operators with administrative or financial constraints could jeopardise market efficiency and undermine fair competition.

## Comments re. Directive (EU) 2024/1799

Directive (EU) 2024/1799 establishes a framework of **full harmonisation** (Article 3), limiting Member States' ability to introduce additional or divergent obligations for producers.

The Draft Bill introduces a **mandatory repair financing mechanism**, requiring manufacturers to contribute to the financing of repairs beyond the legal guarantee period, including:

- 20% during the first two years after the warranty period,
- 10% during the following year,
- 5% during the fourth year.

This requirement is **not foreseen in Directive 2024/1799**, which requires Member States (Article 13) to adopt *at least one general promotional measure* to encourage repair, but does not authorise fixed financial obligations, cost-shifting mechanisms or national financing schemes funded by manufacturers.

Notably, the Spanish government intends to apply this mandatory financing measure specifically to products listed in Annex II of the Directive. These goods have long been governed by repairability criteria under European Ecodesign Regulations, for which the Directive now establishes additional specific requirements, including the repair obligation criteria under Article 5 and the repair information obligation under Article 6.

Furthermore, Spain already foresees a three-year legal guarantee and a two-year burden of proof period - both exceeding the EU baseline. **Layering another mandatory co-financing obligation for out-of-guarantee repairs across an additional four-year timeframe significantly intensifies this administrative and financial burden, ultimately impacting affordability for consumers.**

The **CNMC's conclusions echo our concerns**, noting that the draft law converts a promotional tool into an unenvisaged mandatory economic burden for producers. There are more effective and less distorting alternatives, as successfully implemented in other EU

countries. These include **publicly-funded incentives and tax measures, such as the reduced VAT on repairs in Portugal or repair voucher programmes in Austria.**

## Comments re. Directive (EU) 2024/825

Directive (EU) 2024/825 establishes a targeted framework for environmental claims by regulating commercial communication.
Conversely, the **draft law restricts trademarks, corporate identities, specific terms (like "eco", "green", or "sustainable"), environmental imagery, and colour schemes**. These measures **exceed the EU mandate**, conflict with the EU Trade Mark Regulation, risking gold-plating that threatens harmonisation and compromises intellectual property rights.
We therefore **ask to limit environmental claim provisions strictly to commercial communications**.

Additionally, the **draft law introduces provisions on shrinkflation, fear-based advertising, and emergency price controls**. Because these **areas fall outside the scope of Directives 2024/825 and 2024/1799, we ask that these provisions be removed**.

All these domestic measures would result in **disparate treatment for manufacturers operating in Spain**, alongside **unpredictable repair financing and heightened administrative and compliance burdens**, such as verification procedures. Over time, these fragmented national rules pose a **direct threat to the integrity of the EU internal market**.

Therefore, **APPLiA urges the European Commission to thoroughly evaluate Spain's draft law on sustainable consumption, given that multiple provisions extend beyond the scope of Directives (EU) 2024/825 and 2024/1799**. Specifically, we request the Commission to consider delivering a **detailed opinion** pursuant to Article 6(2) of Directive (EU) 2015/1535, **on the grounds that:**

- **the compulsory repair co-financing system imposes requirements not anticipated by the fully harmonised framework of Directive 2024/1799; and**
- **the prohibitions on sustainability terms within brand names and trademarks directly conflict with other rules as they fall outside the scope of the Directive 2024/825.**

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