KYRIAKIDES GEORGOPOULOS
LAW FIRM

E-Commerce & Digital Markets

EU Consumer Guarantees: Information and Labelling Requirements for Businesses

October 20, 2026

EU Consumer Guarantees: Information and Labelling Requirements for Businesses

The harmonised legal guarantee notice and GARAN durability label under Implementing Regulation (EU) 2025/1960

BY ANASTASIA DRITSA, ANDRIANI TZAMAROU, IO LIGERAKI

Since 27 September 2026, businesses selling consumer goods across the EU have been subject to new harmonised requirements on how they communicate statutory guarantee rights and additional commercial guarantees of durability. The changes affect both physical retail and online sales, requiring businesses to review how guarantee information is presented to consumers before purchase.

Commission Implementing Regulation (EU) 2025/1960 establishes the design and content of two standardised consumer information instruments: a **harmonised notice on the legal guarantee of conformity** and the **GARAN label for qualifying commercial guarantees of durability**.

The Regulation forms part of the broader EU framework introduced by Directive (EU) 2024/825 on empowering consumers for the green transition, which strengthens consumer information requirements and addresses misleading commercial practices, including those relating to product durability.

The objective is twofold: to make consumers more aware of their existing statutory rights and to enable them to distinguish those rights from additional durability commitments voluntarily undertaken by producers.

I. The Harmonised Notice: Making Statutory Guarantee Rights More Visible

Under EU consumer sales law, consumers benefit from a legal guarantee of conformity, which generally entitles them to remedies where goods fail to conform to the sales contract. The seller is responsible for ensuring conformity for a minimum period of two years, subject to the applicable legal framework. National legislation may provide for longer periods or additional consumer protection.

Importantly, the new rules introduce a standardised means of communicating existing statutory rights more clearly and consistently throughout the EU. The harmonised notice informs consumers of the main elements of the legal guarantee, including the seller's responsibility, the remedies available in the event of non-conformity and the distinction between statutory rights and additional commercial guarantees.

What does this mean for businesses?

Traders must make the harmonised notice available prominently as part of their pre-contractual information obligations.

Physical retail stores. The official notice must be displayed prominently and visibly, in a location where consumers can readily access it before purchasing, for example near checkout counters,

at store entrances or in other clearly accessible locations. The prescribed format is at least A4 in size and may be reproduced in colour or black and white, provided that the mandatory content and QR code remain legible.

Online sales. For distance contracts concluded through an online interface, the notice must be presented in colour and made available prominently before the consumer concludes the purchase. Businesses should review the placement and accessibility of the notice throughout the online purchasing journey, rather than relying solely on information buried in general terms and conditions. The notice follows a prescribed EU format, including a QR code directing consumers to further information through the Your Europe portal. Its mandatory elements must not be modified.

II. The GARAN Label: Greater Transparency for Commercial Guarantees of Durability

Alongside the harmonised notice, the new framework introduces **GARAN**, a standardised EU label identifying products benefiting from a qualifying commercial guarantee of durability provided **by the producer.**

Unlike the statutory legal guarantee, a commercial guarantee of durability represents an additional commitment by the producer concerning the product's ability to maintain its required functions and performance under normal use for a specified period.

The GARAN label applies where the producer offers a commercial guarantee that:

- is provided **at no additional cost** to the consumer;
- covers **the entire product**, rather than individual components only; and
- has a duration **exceeding two years**.

Where these conditions are satisfied and the producer makes the relevant information available to the seller, the seller must inform consumers of the existence and duration of the guarantee using the harmonised label.

This distinction is important: **producers are not generally required to introduce a commercial guarantee of durability merely because the GARAN framework exists. However, where a qualifying guarantee is offered and the statutory conditions are met, the corresponding consumer information and labelling obligations apply.**

The label allows consumers to identify an additional commitment undertaken by the producer. Under the applicable rules, where a producer provides a commercial guarantee of durability, he is directly liable to the consumer for repair or replacement during the guarantee period, in accordance with the relevant legal requirements.

How Must the GARAN Label Be Displayed?

The GARAN label follows a uniform EU design intended to ensure that consumers can easily recognise and compare qualifying durability commitments. The label includes the duration of the producer's guarantee, the producer's name and the relevant product model identifier, together with a QR code providing access to further information.

In physical retail stores, the label must be displayed prominently in connection with the relevant product. The prescribed minimum printed size is 95 × 100 mm, with both colored or black-and-white versions permitted.

For online sales, the label must be displayed in colour and made available clearly in connection with the relevant product before the consumer is bound by the contract.

Businesses must use the official EU design. Only the fields expressly identified as editable may be completed or adapted.

Commercial guarantees that do not satisfy the GARAN criteria may continue to be offered,

subject to the applicable consumer protection rules. However, they should not be presented in a manner that could mislead consumers into believing that they qualify for the harmonised label.

III. What Should Businesses Do?

The new framework has practical implications across retail operations, digital sales channels, product information management and contractual relationships with producers and distributors.

Businesses should consider the following priorities:

- **Review physical and digital points of sale.** Ensure that the harmonised legal guarantee notice is correctly reproduced and prominently accessible before purchase, including across websites, mobile interfaces and physical stores.
- **Map existing commercial guarantees.** Identify which products benefit from producer guarantees and assess whether their scope, duration and cost meet the criteria for the GARAN label.
- **Coordinate with producers and suppliers.** Establish reliable processes for obtaining guarantee information, including product eligibility, duration, model identification and changes to guarantee terms.
- **Update product information and online purchasing journeys.** Ensure that qualifying labels are correctly displayed and that consumers receive the required information at the appropriate pre-contractual stage.
- **Review guarantee documentation and consumer communications.** Check that product descriptions, warranty statements, marketing materials and after-sales information clearly distinguish statutory consumer rights from additional commercial commitments.

Particular attention is warranted for **private-label arrangements and businesses operating in multiple capacities**, where the allocation of responsibilities between producer, importer, distributor and retailer may require closer examination.

Looking Ahead: From Formal Compliance to Consumer Trust

The harmonised legal guarantee notice and the GARAN label represent a further step towards greater transparency in the EU consumer marketplace. They also reflect a broader regulatory shift towards more reliable product information and greater accountability for claims concerning durability and product performance.

For businesses, the immediate priority is to ensure compliance across sales channels and supply chains. Beyond that, the framework provides an opportunity to communicate genuine durability commitments more effectively and strengthen consumer confidence. **The aim is to ensure that the information consumers receive is not only legally compliant, but also accurate, accessible and consistent throughout the purchasing journey.**

Contact Us

Anastasia Dritsa
PARTNER
A.Dritsa@kglawfirm.gr

Follow Us

ATHENS OFFICE

28, Dimitriou Soutsou Str.,
115 21 Athens

T +30 210 817 1500
E kg.law@kglawfirm.gr

THESSALONIKI OFFICE

31, Politechniou Str.,
551 34 Thessaloniki

T +30 2310 441 552
E kg.law@kglawfirm.gr

www.kglawfirm.gr

Disclaimer: This newsletter contains general information only and is not intended to provide specific legal, or other professional advice or services, nor is it suitable for such professional advice, and should not be used as a basis for any decision or action that may affect you or your business. Before making any decision or taking any action that may affect you or your business, you should consult a qualified professional advisor. We remain at your disposal should you require any further information or clarification in this regard.

©Kyriakides Georgopoulos, 2026