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EU sales law and sustainable consumption of goods

Summary

The article attempts to define a new approach in EU contract law to regulate the consumers sales contract in the view to protect environment, sustainability and the circular economy. One of the key aspects of ensuring sustainable consumption of goods is to extend their lifespan by encouraging consumers to choose to repair a non-conforming goods over replacement. The author analyzes new approaches to amend EU sales law in the light of sustainable consumption of goods. Special attention is focused on the analysis of the environmental friendliness of remedies for lack of conformity and their impact for circular economy. By ensuring policies of environmental efficiency, circular economy and sustainable development, the right to repair non-conforming goods plays a key role in consumer rights protection. The author assumes that the European legislator has chosen the option of introducing soft measures that would encourage consumers to repair non-conforming goods rather than replacement.

Key words: EU sales law, sustainable consumption of goods, right to repair, remedies in consumer law, replacement of goods, right to proportionate reduction in the price, circular economy

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Introduction

EU sales law has traditionally focused largely on consumer rights protection. However, in a number of EU regulations and directives adopted over the past few years, the new approach for consumers sales law in the view to protect environment, sustainability and the circular economy is implemented. It is the result of realizing the EU action plan for the Circular Economy¹ and European Green Deal² within Sustainable Development Goals proposed by the UN General Assembly.³ At the same time, sustainable consumption of goods is identified as one of the priority areas of consumer protection in the EU.⁴ One of the key aspects of ensuring sustainable consumption of goods is to extend their lifespan by encouraging consumers to choose to repair non-conforming goods over replacement. Results of the European Commission's public consultations "Sustainable consumption of goods – promoting repair and reuse" demonstrated that the main reasons for the reduction in the useful life of consumer goods are the difficulty of self-repairing the goods (54%), unavailability of repair services (50%) and their high cost (47%).⁵ Thus, EU consumer sales law begins to play significant role in stimulating sustainability and the circular economy. It is important to assess the environmental effectiveness of sales law and to maintain a balance between promoting sustainability, consumer rights protection, and properly allocating risks for performance of obligations in current European contract law.

¹ European Commission, *Closing the loop – An EU action plan for the Circular Economy* (Communication) COM(2015) 614 final, https://eur-lex.europa.eu/resource.html?uri=cellar:8a8e-f5e8-99a0-11e5-b3b7-01aa75ed71a1.0012.02/DOC_1&format=PDF [accessed 20 October 2025]; European Commission, *A new Circular Economy Action Plan. For a cleaner and more competitive Europe* (Communication) COM(2020) 98 final, https://eur-lex.europa.eu/resource.html?uri=cellar:9903b325-6388-11ea-b735-01aa75ed71a1.0017.02/DOC_1&format=PDF [accessed 20 October 2025].

² European Commission, *The European Green Deal* (Communication) COM(2019) 640 final, <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:52019DC0640> [accessed 20.10.2025].

³ *The Sustainable Development Goals developed by the UN General Assembly*, <https://www.un.org/sustainabledevelopment/development-goals/> [accessed 20 October 2025].

⁴ European Commission, *New Consumer Agenda Strengthening consumer resilience for sustainable recovery* (Communication) COM/2020/696 final, <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:52020DC0696> [accessed 20 October 2025].

⁵ European Commission, *Sustainable consumption of goods – promoting repair and reuse (Public consultation)*, https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/13150-Sustainable-consumption-of-goods-promoting-%20repair-and-reuse/public-consultation_en [accessed 20 October 2025].

New approaches to amend EU sales law in the light of sustainable consumption of goods

In recent years, the European legislator has been applying a new approach to regulate contractual relations with an emphasis on environmental protection, green transition, sustainability, and circular economy. For the first time, the provision on sustainability and circular economy for EU sales law was established in Directive 2019/771 on certain aspects concerning contracts for the sale of goods⁶ (hereafter: Sale of Goods Directive). According to its recital 32, ensuring a longer lifespan for goods will lead to the achievement of more sustainable consumption patterns and a circular economy. The objective requirements for conformity of goods also include its durability, that is, the ability to maintain its basic functions and performance during normal use, typical of goods of the corresponding type. This feature must meet the reasonable expectations of the consumer given the intended purpose of the goods, including the possibility of its further maintenance, for example, by conducting regular inspections or replacing filters in a car. This also takes into account public statements by the seller or producer regarding the characteristics of the goods. Giving consumer the right to demand repair of goods in the event of lack of conformity will contribute to increasing the durability of goods and broadly understood sustainability. The choice between repair and replacement may only be restricted in cases when the chosen remedy is legally or practically impossible to implement, or when it entails disproportionate costs for the seller compared to other available remedies (recital 48 Sale of Goods Directive). At the same time, immediately after the adoption of the Sale of Goods Directive, what was pointed out in the legal doctrine was the insufficient effectiveness of its provisions in achieving the goal of “greening” consumer markets and potentially promoting sustainability, and also discussions were held and proposals were put forward to amend it. Key ideas for reforming contract law include encouraging the repair of goods instead of replacement in the event of lack of conformity, and the purchase and use of second-hand and refurbished goods.⁷

⁶ 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, 22 May 2019), <https://eur-lex.europa.eu/eli/dir/2019/771/oj/eng> [accessed 20 October 2025].

⁷ V. E. Gool, A. Michel, *The new consumer sales Directive 2019/771 and sustainable consumption: a critical analysis*, “Journal of European Consumer and Market Law” 2021, vol. 10, no. 4, p. 136; A. de Franceschi, *Consumer’s remedies for defective goods with digital elements*, “Journal of Intellectual Property, Information Technology and Electronic Commerce Law” 2021, vol. 12, no. 2, p. 152; V. Mak, E. Terryn, *Circular economy and consumer protection*:

In order to increase the environmental efficiency of the legal regulation of sales contracts, two academic projects were developed to amend EU sales law.⁸ Both proposals aim to encourage the implementation of the requirement for repair of goods as a remedy in the event of lack of conformity of the goods, and to give it, in compliance with the principle of proportionality, priority in the hierarchy of remedies defined in the Sale of Goods Directive. Based on this, projects that provide for the renewal of the seller's liability period after repairs are carried out as well as for the period during which the burden of proof is to be shifted to the consumer. The projects also establish the same legal regime for new and refurbished goods, in connection with supporting the circular economy at the macro level.⁹

Among the key differences between academic projects to amend EU consumers sales law is worth highlighting the proposed levels of harmonization and the possibility of covering not only consumers contracts, but also business contracts, the specifics of exercising the right to repair non-conforming goods, the implementation of a price reduction requirement as a way to protect a violated right, determining the criterion of goods durability, the seller's liability period, and the possibility of introducing direct producer liability.¹⁰

With a view to promoting the circular economy in 2024, a number of EU secondary law were adopted, in particular: Directive 2024/1799 of the European Parliament and of the Council of 13 June 2024 on common rules promoting the repair of goods (hereafter: Right to Repair Directive),¹¹ Directive 2024/825 as regards empowering consumers for the green transition through better protection

the consumer as a citizen and the limits of empowerment through consumer law, "Journal of Consumer Policy" 2020, vol. 43, p. 236, <https://doi.org/10.1007/s10603-019-09435-y>.

⁸ F. Zoll, J. Watson, K. Południak-Gierz, W. Bańczyk, G. Richter, J. Estifanos, *Academic proposal for amending the Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contract for the sale of goods*, "Transformacje Prawa Prywatnego" 2022, no. 4, pp. 109–159; S. Augenhofer, *EC's public consultation on sustainable consumption – promoting repair and reuse, response of the European Law Institute*, Austria 2022, pp. 7–18, https://www.europeanlawinstitute.eu/fileadmin/user_upload/p_eli/Publications/ELI_Response_Sustainable_Consumption_of_Goods.pdf [accessed 20 October 2025].

⁹ F. Zoll et al., *Academic proposal...*, pp. 135–137; S. Augenhofer, *EC's public consultation...*, p. 11; M. Bujalski, *How to amend the Sales of Goods Directive with a view to promote the circular economy? In search for final shape of ecological sales law*, in: *Milestones of law in Central Europe*, (ed.) V. Ťažká, Vydavateľstvo Univerzity Komenského, Bratislava 2024, pp. 840–841.

¹⁰ F. Zoll, K. Południak-Gierz, W. Bańczyk, M. Bujalski, *Various approaches to 'greening' consumer sales law*, in: *Routledge handbook of private law and sustainability*, (eds.) M. S. Silva, A. Nicolussi, Ch. Wendehorst, P. S. Coderch, M. Clément, F. Zoll, Routledge, London and New York 2024, p. 103, <https://doi.org/10.4324/9781032662046-8>.

¹¹ 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, 10 July 2024), <https://eur-lex.europa.eu/eli/dir/2024/1799/oj/eng> [accessed 20 October 2025].

against unfair practices and through better information,¹² and Regulation 2024/1781 establishing a framework for the setting of ecodesign requirements for sustainable products.¹³

Within the framework of this study, the scientific interest is the analysis of the Right to Repair Directive. After all, on the one hand, it establishes uniform rules for the repair of consumers goods both within and outside the seller's responsibility. In the impact assessment, the European Commission concluded that most defects appear after the expiry of the legal guarantee and therefore the potential for increased demand for repairs is highest in the period after the expiry of the legal guarantee.¹⁴ On the other hand, the Right to Repair Directive amends the Sale of Goods Directive, which establishes uniform rules for the sale of consumer goods, and their rights protection for non-conforming goods within the framework of the legal guarantee.

The Right to Repair Directive aims to improve the quality of the environment in accordance with Article 37 of the Charter of Fundamental Rights of the European Union by promoting sustainable consumption of goods and thereby reducing the negative environmental impact of premature disposal of viable goods, encouraging the development of repair services in the internal market (recital 47).

The main changes introduced to the Sale of Goods Directive by Right to Repair Directive and aimed at encouraging consumers of goods to prefer repair of goods over replacement include the introduction of the obligation of the seller to inform the consumer about his right to choose between repair and replacement, as well as about the possible extension of the liability period, the extension of the seller's liability period in addition to the general two-year shelf life for another 12 months in the case of repair of the goods, the provision by the seller to the consumer of a similar good for the period of repair of the non-conforming good, the criterion of repairability of the goods as one of the objective requirements for conformity.

¹² Directive (EU) 2024/825 of the European Parliament and of the Council of 28 February 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, 6 March 2024.), <https://eur-lex.europa.eu/eli/dir/2024/825/oj/eng> [accessed 20 October 2025].

¹³ 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, 28 June 2024) <https://eur-lex.europa.eu/eli/reg/2024/1781/oj/eng> [accessed 20 October 2025].

¹⁴ Explanatory memorandum, COM(2023) 155 final (Proposal for a Directive on common rules promoting the repair of goods), <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:52023PC0155> [accessed 20 October 2025].

New EU ecodesign law also aims to encourage the exercise of the right to repair goods. Although it does not provide consumers with substantial legal remedies and is aimed at the production of environmentally sustainable consumer goods, it does establish an obligation for producers to supply spare parts for products for several years after they have been on the market and to provide them within 15 days of receipt of a request from consumers or independent repairers. Producers are also required to provide independent repairers and, in the future, consumers themselves with information about repairs.

Remedies for the lack of conformity and circular economy

The Sale of Goods Directive establishes the following remedies for the lack of conformity of goods: repair, replacement, proportionate reduction of the price, and termination of the sales contract (Article 13). The consumer can choose appropriate remedy based on the following conditions. In general, the consumer should not have the right to an immediate price reduction or termination of the contract, but should allow the seller a reasonable time to repair or replace the non-conforming goods (recital 50). The consumer may terminate the contract immediately and demand a price reduction in a number of cases, including where the lack of conformity is particularly flagrant and where it arises after a previous attempt to remedy the lack of conformity. Thus, in a number of cases provided for in Article 13 (4) of the Sale of Goods Directive, the consumer may exercise the right to terminate the contract without first exercising the right to repair or replacement the goods. The question arises whether the lack of hierarchy in remedies for the lack of conformity will have a negative impact on the circular economy and sustainability.

An analysis of Article 13(2) of the Sale of Goods Directive provides grounds for the assertion that the consumer is free to choose between repair and replacement of the non-conforming goods. The consumer's preference for replacement of goods over repair is due to a number of circumstances. Firstly, it is the absence of the consumer's temporary inconvenience of being without the goods that have been handed over to the seller for repair throughout the entire repair period. In the case of exercising the right to the replacement of goods, the consumer has the goods he or she needs from the moment of exercising this right. Secondly, in the case of replacement, the consumer receives new goods that have not undergone normal depreciation of goods in value,¹⁵ and therefore the probability of their service for

¹⁵ M. Loos, *Repairing consumer sales law*, "European Review of Private Law" 2024, no. 6, pp. 950–951, <https://doi.org/10.54648/erpl2025010>; M. A. Golobardes, *Revisiting European con-*

a longer time than the goods that were in the consumer's use is significantly higher. Thirdly, in the case of goods repair, the risk of its failure remains high. Fourth, the consumer's preference for replacement results from the "fashion obsolescence" of the goods,¹⁶ which leads to the loss of their attractiveness due to the appearance on the market of new goods with the latest design features and higher functionality. Fifth, it is caused by the lack of a law requirement for sellers to have spare parts necessary to repair the goods. The presence of spare parts is not directly mentioned as an element of objective conformity in Article 7 of the Sale of Goods Directive, therefore, if the parties have not agreed on this in the contract, their absence will not qualify as a lack of conformity of the goods with the contract.

The seller may refuse the consumer the right to replacement if the replacement is impossible or causes disproportionate costs for the seller compared to the costs of repair (Article 13(3) of the Sale of Goods Directive). The burden of proving the disproportionate costs of replacement of the goods compared to repair lies with the seller of the goods. When determining whether the costs are disproportionate, consideration is given to the value the goods would have if they were free from any non-conformity, the importance of the defect itself, and whether an alternative remedy could be offered without causing substantial inconvenience to the consumer. The mere fact that repair is cheaper as such is not sufficient for the seller to deny the consumer's demand for replacement.¹⁷ Environmental costs related to the impact of goods replacement on the environment, circular economy, and sustainability are not taken into account. In order to green the consumer sales law, it would be appropriate to supplement the criteria for assessing the disproportionality of the chosen remedy for lack of conformity impact on the environment and to amend Article 13(2) of the Sale of Goods Directive.

According to Article 14(1) of the Sale of Goods Directive, repair must be carried out not only free of charge for the consumer, but also "within a reasonable period of time" and "without significant inconvenience" for the consumer. The European legislator does not define these valuation concepts. Ultimately, establishing general rules without assessing the specifics of each goods group seems impossible. The response of the European Law Institute proposes to provide a similar good on loan for the duration of the repair if the repair lasts longer

sumer protection through the lens of sustainable markets, in: *Routledge handbook of private law and sustainability*, (eds.) M. S. Silva et al., Routledge, London and New York 2024, p. 164; I. Jokanović, *Lack of conformity of goods with the contract and sustainability issue – Directive (EU) 2019/771*, "Central European Academy Law Review" 2023, no. 1, p. 89, <https://doi.org/10.62733/2023.1.93-102>.

¹⁶ E. Terryn, *A right to repair? Towards sustainable remedies in consumer law*, "European Review of Private Law" 2019, no. 4, p. 854, <https://doi.org/10.54648/erpl2019044>.

¹⁷ D. Looschelders, *Comments 46 and 48 to Art. 13 Sale of Goods Directive*, in: *EU Digital Law, article-by-article commentary*, (eds.) R. Schulze, D. Staudenmayer, Bloomsbury Publishing, Nomos, Baden-Baden 2024, pp. 463–464.

than an average of two weeks.¹⁸ This problem was solved in the amendments to the Sale of Goods Directive provided for by the Right to Repair Directive. However, unlike the doctrinal proposal, the legislative amendment does not link the consumer's right to receive a similar good for temporary use with any time limits. The consumer's exercise of this right depends on the specifics of the relevant category of goods and his or her need to constantly have such goods in stock. In this case, the seller can transfer both new and repaired goods to the buyer for temporary use. However, the proposed legislative solution to this problem may have negative consequences for economic competition in the EU internal market. Granting to the consumer the right to temporary use of the goods while the non-conforming goods are being repaired will oblige sellers to have a significant number of spare goods. This can lead to increased consumption of goods and their corresponding production, in addition to putting small businesses in a weaker position. I support the proposal expressed in the doctrine regarding an alternative method of protecting consumer rights in this situation – a claim for compensation for damages, including through legal proceedings. In practice, it may be more convenient for the buyer to demand compensation for the costs incurred for renting a similar goods during the repair of the non-conforming one. The advantage of this approach is seen in its environmental friendliness, as it would avoid the obligation incurred by sellers to constantly have a certain amount of goods in stock for the purpose of transferring them for temporary use.¹⁹

In order to ensure the policy of eco-efficiency, circular economy and sustainability, the European Commission, in a number of new legal acts, distinguishes the right to repair goods as an independent legal remedy,²⁰ and assigns it one of the key roles in consumer rights protection. After all, repair in comparison to other remedies causes significantly lower environmental costs.²¹ This is due to the reduction in the amount of waste and the costs associated with its disposal,²² as well as for the reason of reducing the costs of repairing the goods compared to the costs associated with producing a new product.²³ Given the above, it is reasonable to suggest that giving the right to repair priority in the system of remedies in the event of the lack of conformity of goods and enshrining this in

¹⁸ S. Augenhof, *EC's public consultation...*, p. 10.

¹⁹ F. Zoll et al., *Various approaches...*, p. 106.

²⁰ E.V. Gool, A. Michel, *The new consumer...*, p. 145; E. Terry, *A right to repair...*, pp. 851, 858.

²¹ K. Klimkiewicz, A. Dubel, K. Południak-Gierz, *Supporting environmentally conscious consumer sales law by life-cycle thinking*, "Contemporary Economics" 2023, vol. 17, p. 174, <https://doi.org/10.5709/ce.1897-9254.505>.

²² M. Bujalski, *How to amend...*, p. 839; E. V. Gool, A. Michel, *The new consumer...*, p. 144; K. Kryla-Cudna, *Sales contracts and the circular economy*, "European Review of Private Law" 2020, no. 6, p. 1213, <https://doi.org/10.54648/erpl2020073>; A. Perzanowski, *The right to repair: reclaiming the things we own*, Cambridge University Press, Cambridge 2022, pp. 27–28.

²³ F. Zoll et al., *Various approaches...*, p. 105.

the Sale of Goods Directive would lead to a significant environmental effect and sustainability in the consumption of goods in the future through a reduction in the production of goods and saving resources. However, such categorical stance could lead to a number of negative consequences. First, regarding the priority given to protecting the rights of the consumer who chooses a quick replacement rather than a long-term repair over the advantage of sustainability. Secondly, leaving environmentally harmful goods on the market will have a negative impact on environmental friendliness and may be more harmful from a sustainability perspective than replacement.

Giving priority to the repair of goods among remedies is appropriate for those goods whose repair is not truly environmentally beneficial, and also taking into account the fact that the economic and environmental costs of the seller associated with the repair of the goods should not exceed the costs associated with the replacement of the goods. That is why, in our opinion, the European legislator chose the option of introducing soft measures that would encourage consumers to repair goods rather than replace them. This follows from an analysis of amendments to the Sale of Goods Directive introduced by the Right to Repair Directive. This applies in particular to Article 13(2(a)) thereof, which amends the Sale of Goods Directive and establishes an obligation to inform the consumer of his or her right to choose between repair and replacement, as well as of the possible extension of the liability period by 12 months if the consumer chooses repair. And also Article 14(1), which amends the Sale of Goods Directive and sets up the possibility of offering consumers free replacement of goods on loan for the duration of the repair, in order to reduce the inconvenience caused by the repair. Those do not necessarily have to be new goods, but can also be refurbished goods. Encouraging increased use of second-hand and refurbished goods can also lead to sustainable consumption of goods. In order to promote repair, the amendments to the Sale of Goods Directive introduced “repairability” as a criterion for assessing the conformity of goods and an element of the durability of the goods.

Price reduction can play a significant role in ensuring the sustainability of contract law. Firstly, it is the most environmentally neutral legal remedy. It differs from all other remedies under the Sale of Goods Directive in that it does not entail any direct environmental costs: no packaging or transportation of the goods is required, the defective goods are not disposed of, and no replacement is required. Instead, the money transfer is carried out through the digital banking system. From this perspective, its advantage over contract termination seems obvious, and if the analysis were to end there, it could be concluded that promoting price reductions compared to other remedies is a very effective way of greening consumer law. However, this general assumption about the environmental friendliness of price reductions can be misleading.²⁴ The consumer may

²⁴ F. Zoll et al., *Various approaches...*, pp. 107–108.

choose between the aforementioned remedies provided that the continued use of the non-conforming goods does not pose a risk of harm to the environment. However, even if price reduction as a protective measure in itself achieves environmental neutrality, its environmental consequences can sometimes be harmful.²⁵ This is the case when the non-conformity of goods is related to their impact on the environment. A price reduction can indirectly cause unnecessary environmental costs: goods that should be repaired or removed from the market due to the increased environmental costs of their use remain on the market.

Conclusions

Current EU sales law is characterized by a shift in emphasis in legal regulation, taking into account the interests of not only consumers and their protection, but also the protection of the environment, circular economy and sustainable consumption of goods. This is evidenced by the priority given to goods repair both within the legal guarantee and seller's liability, and outside it, within the scope of producer's liability. Recent changes to the Sale of Goods Directive confirm the desire to establish sustainable consumption of goods. Goods repair really seems to be one of the optimal requirement for greening consumer sales law. However, the question remains open whether current regulation motivates consumers to choose repair rather than replacement in case of non-conformity goods.

The main changes introduced to the Sale of Goods Directive by Right to Repair Directive and aimed at encouraging consumers of goods to prefer repair of goods over replacement include the seller's obligation to inform the consumer about his right to choose between repair and replacement, the extension of the seller's liability period, along with the general two-year shelf life, for another 12 months in the case of repair of goods, the introduction of the criterion of repairability of the goods as one of the objective requirements for conformity, as well as the seller's provision of a similar goods to the consumer for temporary use during the repair of the non-conforming goods.

To achieve the goal of sustainable consumption of goods, it is crucial that the right to repair, along with other means that promote sustainability, be applied not only to consumers sales law and also for business to business contracts. To this end, the proposed EU law model could serve as a source of inspiration for national legislators. This would provide legal certainty for sales contracts with a view to promoting the circular economy and protecting the environment.

²⁵ F. Zoll et al., *Academic proposal...*, pp. 109, 143.

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Liudmyla Savanets

Europejskie prawo sprzedaży i zrównoważona konsumpcja towarów

Streszczenie

W artykule podjęto próbę zdefiniowania nowego podejścia w prawie umów UE do regulacji umów sprzedaży konsumenckiej w kontekście ochrony środowiska, zrównoważonego rozwoju i gospodarki o obiegu zamkniętym. Jednym z kluczowych działań, które mogą zapewnić zrównoważoną konsumpcję towarów, jest wydłużenie ich żywotności poprzez zachęcanie konsumentów do wyboru naprawy towaru niezgodnego z umową zamiast jego wymiany.

Autorka analizuje nowe podejścia do zmiany prawa sprzedaży UE w świetle zrównoważonej konsumpcji towarów. Szczególną uwagę poświęcono analizie przyjazności dla środowiska środków zaradczych w przypadku braku zgodności oraz ich wpływu na gospodarkę o obiegu zamkniętym. Dzięki zapewnieniu polityki efektywności środowiskowej, gospodarki o obiegu zamkniętym i zrównoważonego rozwoju prawo do naprawy towarów niezgodnych z umową odgrywa kluczową rolę w ochronie praw konsumentów. Autorka przyjmuje, że ustawodawca europejski wybrał wprowadzenie środków o charakterze miękkim, mających na celu skłonienie konsumentów do naprawy towarów niezgodnych zamiast ich wymiany.

Słowa kluczowe: europejskie prawo sprzedaży, zrównoważona konsumpcja towarów, prawo do naprawy, środki ochrony konsumentów, wymiana towaru, prawo do proporcjonalnego obniżenia ceny, gospodarka o obiegu zamkniętym

Людмила Саванец

Европейское право купли-продажи и устойчивое потребление товаров

Резюме

В статье сделана попытка определить новый подход в договорном праве ЕС к регулированию потребительских договоров купли-продажи в контексте охраны окружающей среды, устойчивого развития и экономики замкнутого цикла. Одним из ключевых действий, которые могут обеспечить устойчивое потребление товаров, является продление их срока службы путем поощрения потребителей выбирать ремонт товаров, несоответствующих договору, вместо их замены.

Автор анализирует новые подходы к внесению изменений в законодательство ЕС о купле-продаже в свете устойчивого потребления товаров. Особое внимание уделено анализу экологичности средств правовой защиты в случае несоответствия товаров и их влиянию на экономику замкнутого цикла. Благодаря обеспечению политики экологической эффективности, экономике замкнутого цикла и устойчивого развития, право на ремонт товаров, несоответствующих договору, играет ключевую роль в защите прав потребителей. Автор исходит из того, что европейский законодатель принял решение ввести мягкие меры, направленные на поощрение потребителей к ремонту товаров, несоответствующих договору, вместо их замены.

Ключевые слова: европейское право купли-продажи, устойчивое потребление товаров, право на ремонт, меры защиты прав потребителей, обмен товаров, право на пропорциональное снижение цены, экономика замкнутого цикла

Liudmyla Savanets

Diritto europeo della vendita e consumo sostenibile dei beni

Sommario

Il presente articolo cerca di definire un nuovo approccio nel diritto contrattuale dell'UE alla regolamentazione dei contratti di vendita al consumatore nel contesto della protezione dell'ambiente, dello sviluppo sostenibile e dell'economia circolare. Una delle misure chiave che possono garantire un consumo sostenibile dei beni è l'estensione della loro durata di vita, incoraggiando i consumatori a scegliere la riparazione di un bene non conforme al contratto piuttosto che la sua sostituzione.

L'autrice analizza i nuovi approcci alla modifica del diritto di vendita dell'UE alla luce del consumo sostenibile dei beni. Particolare attenzione è stata dedicata all'analisi dell'impatto ambientale delle misure correttive in caso di non conformità e al loro effetto sull'economia circolare. Grazie alla garanzia di una politica di efficienza ambientale, di economia circolare e di sviluppo sostenibile, il diritto alla riparazione dei beni non conformi al contratto svolge un ruolo fondamentale nella tutela dei diritti dei consumatori. L'autrice ritiene che il legislatore europeo abbia scelto di introdurre misure di natura soft, volte a incoraggiare i consumatori a riparare i beni non conformi piuttosto che a sostituirli.

Parole chiave: diritto europeo della vendita, consumo sostenibile dei beni, diritto alla riparazione, misure di tutela dei consumatori, sostituzione dei beni, diritto alla riduzione proporzionale del prezzo, economia circolare