

INSIGHT | september 21st, 2026

New information obligations for retailers legal guarantee and durability guarantees

On 27 September 2026, the new provisions introduced by Directive (EU) 2024/825 on empowering consumers for the green transition, transposed in Italy by Legislative Decree no. 30 of 20 February 2026, will become applicable.

The reform amends the Consumer Code (Legislative Decree no. 206 of 6 September 2005) and directly affects retailers who sell goods to consumers, including goods with digital elements, both in physical stores and via e-commerce. The measures concern, in particular:

- information on the legal guarantee of conformity;
- commercial guarantees of durability;
- information on repairability, spare parts and software updates;
- lower-environmental-impact delivery options;
- new provisions on environmental claims and sustainability labels;
- certain practices relating to the durability and repairability of products.

1. Harmonised Notice on the legal guarantee

From 27 September 2026, before the consumer is bound by the contract, the retailer must remind them of the existence of the legal guarantee of conformity provided for by Articles 128 et seq. of the Consumer Code and its essential elements, including the minimum duration of two years from delivery of the goods, using solely the new European Harmonised Notice.

This obligation does not change the duration or content of the legal guarantee already provided for by the Consumer Code. It introduces a new, Europe-wide standardised way of informing the consumer.

Please note that, for second-hand goods, the parties may agree a period of seller liability of not less than one year from delivery (Article 133(4) of the Consumer Code). The Harmonised Notice must nevertheless also be displayed for the sale of second-hand goods.

In physical stores, the Notice must:

- be displayed clearly and prominently, for example near the till or in another easily accessible location;
- be no smaller than A4 size;
- be reproduced in colour or in black and white;
- comply fully with the official template, without altering any of its elements, content or QR code.

For sales concluded through an online interface, the Notice must:

- be displayed clearly and prominently, for example near the till or in another easily accessible location;
- be no smaller than A4 size;
- be reproduced in colour or in black and white;
- comply with the official format, and the relevant QR code must remain functional and legible.

2. Etichetta per la garanzia commerciale di durabilità

A further obligation applies where the producer offers a **commercial guarantee of durability** that:

- is free of charge to the consumer;
- covers the goods as a whole;
- lasts for more than two years;
- has been communicated by the producer to the retailer.

Where all these conditions are met, the retailer must use the new Harmonised Label for the commercial guarantee of durability, indicating:

- the duration of the guarantee, expressed in years;
- the name or brand of the producer;
- the identifier of the model concerned.

In physical stores, the Label must measure at least 95 × 100 mm and may be reproduced in colour or in black and white. Online, it must be in colour and may also be presented through a “nested” display, provided that the full label appears on the first click, hover or tap on the screen.

In e-commerce, where applicable, information on the commercial guarantee of durability must also be communicated clearly and prominently immediately before the order is placed.

The Label must not be used for any other commercial guarantee offered by the seller or by third parties. It is reserved exclusively for the producer’s free commercial guarantee of durability covering the whole of the goods for a period of more than two years.

The trader is not required to actively seek out information on the commercial guarantee of durability from the producer. The obligation to display the Label applies only to the extent that the producer makes the relevant information available (see Article 48(1)(e-bis) and Article 49(1)(n-bis) of the Consumer Code). The same principle applies to information on software updates and repairability.

3. Other pre-contractual information

Retailers must check whether, for the products they sell, the following information must also be provided:

- the minimum period during which the producer or supplier ensures software updates, where this

information has been made available to the retailer;

- the repairability index, where required by EU legislation;
- where no repairability index applies, information on the availability, estimated cost and ordering procedures of the spare parts needed to keep the goods in conformity, as well as on repair instructions and any restrictions on repair, if provided by the producer;
- the existence and terms of after-sales services and other commercial guarantees;
- for e-commerce, any environmentally friendly delivery options, where actually available.

It will therefore be essential to review information flows with producers, importers and suppliers, providing for the systematic collection of the necessary data and, where appropriate, updating the contractual clauses governing information flows.

4. Green claim and sustainability labels

Legislative Decree 30/2026 also contains specific provisions on environmental claims and sustainability labels, which strengthen the fight against greenwashing. For further details, please refer to our previous insight, [“Empowering’ Decree. New rules for the green transition and consumer protection”](#).

5. Durability, repairability and updates

Certain practices relating to the useful life of products are also added to the list of practices that are always prohibited. In particular, it will not be permitted to:

- market goods with a feature introduced to limit their durability, where the trader is aware of it;
- falsely claim that goods have a certain lifespan or are repairable;
- present as necessary a software update that merely improves certain functionalities;
- fail to disclose that a software update will have a negative effect on the functioning of the goods;
- induce the consumer to replace consumables before this is technically necessary;
- fail to disclose that the use of non-original spare parts, accessories or consumables will impair the product’s functionality, or falsely claim that such impairment will occur.

6. Penalties

Legislative Decree 30/2026 does not introduce spe-

cific penalties: infringements of the new obligations fall within the general penalty regime of the Consumer Code (Articles 24 to 27-quater). The Italian Competition Authority (AGCM) is the competent authority for investigating and penalising unfair commercial practices. It may order the cessation of the conduct, order the publication of its decisions and impose administrative fines. Given the specific nature of the new offences, the risk of enforcement is real, including in terms of reputational damage.

7. What to do: recommended action for retailers

In view of the 27 September 2026 deadline, we recommend promptly starting the following activities:

1. map the physical stores, e-commerce sites, apps and marketplaces concerned;
2. prepare the official Harmonised Notice for each store and online channel;
3. identify the products covered by commercial guarantees of durability of more than two years;
4. collect the information made available by producers (duration, model and the data needed to complete the Harmonised Label), bearing in mind that the retailer is not required to seek it out actively;
5. update product pages, terms of sale, pre-contractual information and the checkout process;
6. collect from suppliers the information on softwa-

re updates, repairability, spare parts and repair restrictions;

7. train sales, marketing, e-commerce and customer care staff;
8. draw up an internal compliance plan setting out responsibilities, deadlines and progress indicators.

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