

One Globe Webinar

Between Green Claims and Labels: How much Clarity does EmpCo provide?

1. Directive Requirements



Directive (EU) 2024/825

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



Status

It came into force on **26 March 2024**; must be implemented by EU Member States by **27 March 2026** and will apply from **27 September 2026**, tightening the requirements for 'green advertising'.



Aims

With this directive, the EU aims to protect consumers from misleading marketing practices in the area of sustainability advertising, thereby enabling them to make more informed purchasing decisions.



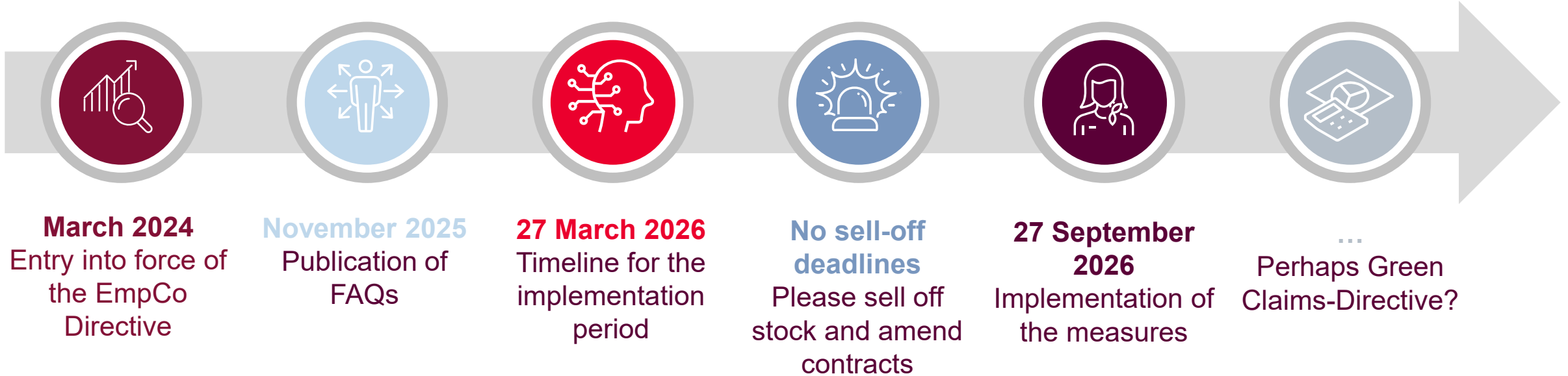
Content

In future, companies will be subject to strict requirements regarding the use of environmental claims. The use of self-developed sustainability labels will be restricted. The provisions of the EmpCo Directive are complemented by the Green Claims Directive.

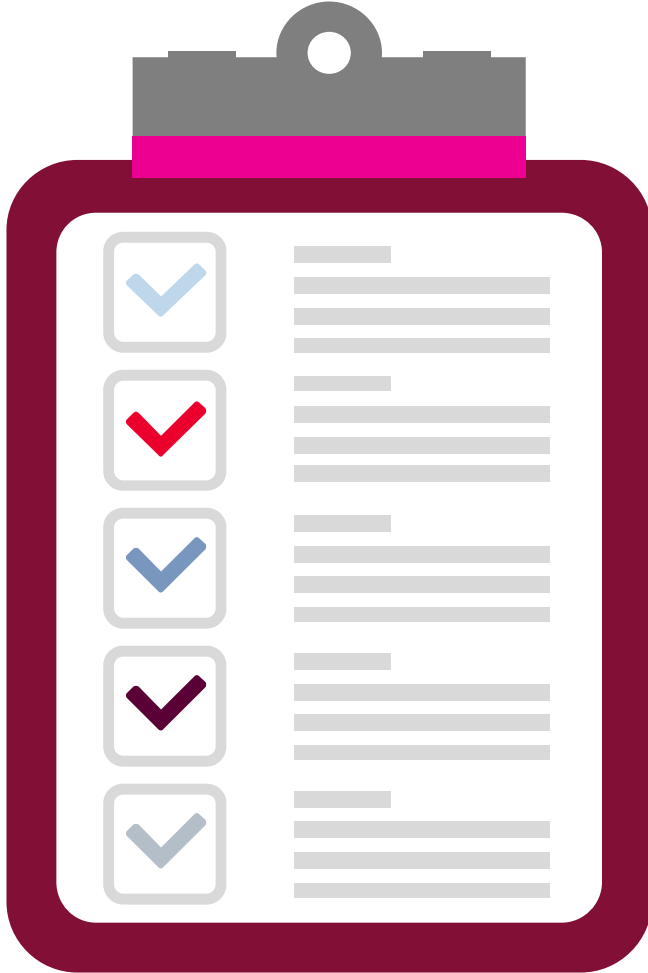


Addressees

Any company or individual that has used the label to promote sales in connection with their product, packaging or business (generally the manufacturer, not the retailer, provided the product is merely offered and displayed)



2. Environmental claims



1

“Environmental claim” means any message or representation which is not mandatory under Union or national law, in any form, including text, pictorial, graphic or symbolic representation, such as labels, brand names, company names or product names, in the context of a commercial communication, and which states or implies that a product, product category, brand or trader has a positive or zero impact on the environment or is less damaging to the environment than other products, product categories, brands or traders, or has improved its impact over time;

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Ban on advertising using generic environmental claims

Prohibition on advertising using general environmental claims involving terms such as ‘green’, ‘sustainable’, ‘environmentally friendly’ and ‘ecological’ if the underlying ‘recognised excellent environmental performance’ (e.g. DIN ISO 14024 Type 1 eco-label, ‘Blue Angel’ in Germany, ‘Nordic Swan’ in Scandinavia, or energy efficiency class A or the EU organic label) has not been substantiated by the business and the environmental claim cannot be specified ‘on the same medium’. The recognised excellent environmental performance must relate to the specific advertising claim*



Advertising based on future environmental performance

Strict requirements for advertising future environmental performance (clear, objective, publicly accessible and verifiable commitments) (this applies to claims in the B2C sector, such as “We will be climate neutral by 2050!”), which will in future require a detailed and realistic implementation plan. The company’s progress must be regularly reviewed by an external expert, whose findings are made available to consumers. Such advertising claims have recently come under particular scrutiny from consumer protection organisations.



CO2 Ban on environmental claims in relation to carbon offsetting

Prohibition of product-related advertising claiming to be climate-neutral, low-carbon or carbon-positive based on the offsetting of greenhouse gas emissions – CO2 offset claims are only permitted if they relate to the actual impact across the entire lifecycle of the product in question (i.e. manufacture, use, disposal) and not to the offsetting of greenhouse gas emissions outside the product’s value chain.



Advertising with social claims

New regulations governing advertising containing ‘social claims’, relating to the requirements for evidence to support claims on issues such as fair wages, working conditions, species protection or diversity, as well as a ban on misleading claims regarding ‘circularity aspects such as durability, reparability or recyclability’.

* In practice, this means that trademarks are often only registered with specific environmental claims attached, which is unattractive from a marketing perspective, as any use of the trademark requires a reference with an asterisk to specify the claim.



Ban on obsolescence advertising

Any commercial communication in relation to a good containing a feature introduced to limit its durability is forbidden despite information on the feature and its effects on the durability of the good being available to the trader.



Software updates

The negative effects of software updates must not be withholding.
Example: Information regarding a reduction in a smartphone's battery life following an operating system update must be provided.

Software updates must not be presented as necessary when the software update only enhances functionality features.
Example: An update to a smartphone's display settings must not be presented as necessary.



Repairability and durability

No false claims may be made regarding the durability of goods under normal conditions of use in terms of usage time or intensity of use.

Example: "Our washing machine lasts for 10,000 wash cycles" is prohibited if it can only withstand 7,500 wash cycles.

It is not allowed to present a good as allowing repair when it does not.



Misleading statements about consumables

It is prohibited to induce the consumer to replace or refill the consumables of a product earlier than is necessary for technical reasons.

Example: "Replace printer cartridge" before the cartridge is empty

It is prohibited to conceal the fact that the functionality of goods will be impaired if consumables/spare parts/accessories are used that are not supplied by the original manufacturer, or to falsely claim that such impairment will occur.

Example: "The printer's ink level indicator can only be displayed when using original cartridges."



Scope of an environmental claim

It is also prohibited to make an environmental claim about the entire product or the trader's entire business when it actually concerns only a certain aspect of the product or a specific, unrepresentative activity of the trader's business. This is intended, in a sense, to prevent 'cherry-picking'.

Example: Claim „made with recycled material“ when in fact only the packaging is made of recycled material



Ban on sustainability labels without a certification scheme

Sustainability labels (trust mark, quality mark or equivalent) may only be used if they have been established by public authorities (e.g. Blauer Engel, EU Ecolabel) or are based on a robust certification scheme (third-party verification).

Self-certification is not permitted!

- See the following slides for details



Ban on advertising obvious facts

Legal requirements that apply to all products in a category must not be presented as a distinctive feature of the trader's offer.

Example: 'free from microplastics' from 17 October 2028 for detergents

It is also prohibited to advertise benefits to consumers that are irrelevant to the product and do not result from any feature of the product or business.

Example: "Our paper contains no plastic"

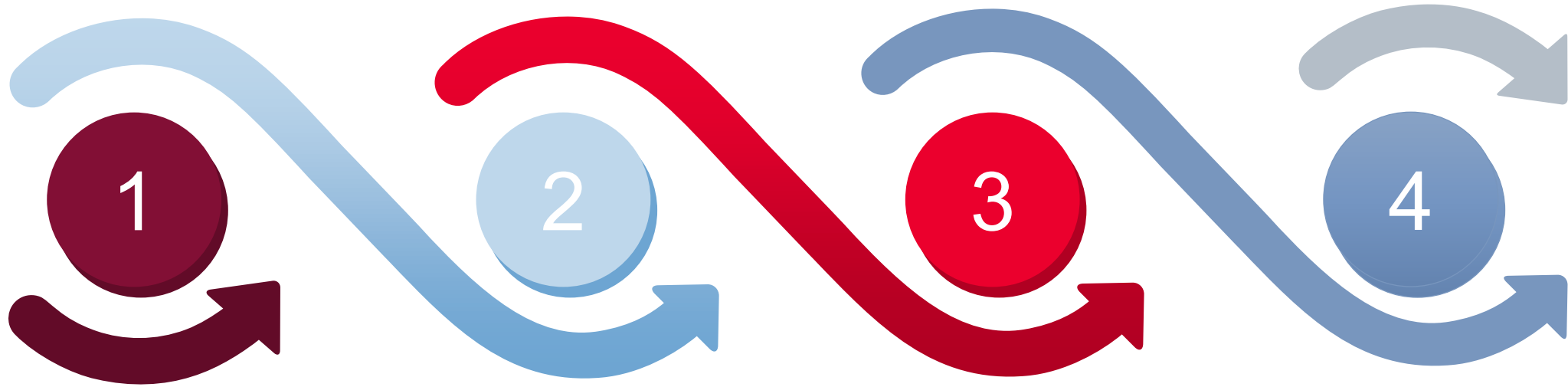
Definition „sustainability label “

Any **voluntary** trust mark, quality mark or **equivalent**, either public or private, that aims to set apart and promote a product, a process or a business by reference to its **environmental or social characteristics**, or both, and **excludes any mandatory label** required under Union or national law;

Legally required labelling is not affected

Many visually presented sustainability statements may be affected

Social characteristics may include working conditions, human rights, inclusion, and animal welfare



Open to all traders under transparent, fair, and non-discriminatory terms

Requirements have to be developed in consultation with relevant experts and stakeholders

Procedures for dealing with non-compliance have to be established

The monitoring of the requirements is subject to an objective procedure and is carried out by a competent and independent third party
Dreipersonenverhältnis:

- Trader/seal user
- Scheme owner
- Independent, competent monitoring body



Non-binding nature:

The document is intended to provide answers to frequently asked questions from stakeholders regarding the Directive. However, it does not constitute guidance. All views expressed in this document are provisional positions of the European Commission's services and should not be regarded as an official position.



Very broad interpretation of the term 'environmental claim':

Until now, there has been uncertainty as to whether implicit claims, such as the use of certain colours, can also be regarded as environmental claims. In this regard, the Commission clarifies that purely implicit elements, such as colours or images without text, do not in themselves constitute general environmental claims. However, if they are combined with written or verbal claims, the overall effect may constitute a general environmental claim. Thus, certain visual elements, such as green leaves, water droplets or nature-related symbols, may be perceived by the average consumer as implicit environmental claims. When combined with textual statements or logos, they may fall within the scope of the EmpCo Directive's requirements for general environmental claims.



Relationship between the Directive and intellectual property law:

In the Commission's view, labels, as well as brand, company and product names, are covered by the Directive irrespective of whether they are protected under intellectual property law and must therefore meet the requirements for general environmental claims and sustainability labels. This applies in particular to brand or product names containing terms such as 'green', 'eco' or 'climate-neutral'. If such a name proves to be misleading or constitutes a general environmental claim, the Commission considers that registration as a trade mark may be refused on the grounds of a breach of the law on unfair competition.



Advertising using terms such as 'organic' or 'vegan':

For terms such as 'organic' and 'eco', which relate to the organic production of food, the Commission refers to sector-specific regulations (such as Regulation (EU) 2018/8489). These take precedence over the EmpCo Directive as more specific regulations. In these circumstances, the EmpCo Directive therefore does not apply. In contrast, the terms "vegan" and "vegetarian" depend on the context. If their use suggests an environmental or social benefit, this may constitute an environmental claim or a sustainability label, in which case the provisions of the EmpCo Directive apply.



Sustainability labels: Sustainability labels established by public authorities remain permitted. In this regard, the Commission clarifies that such labels must be established by a public authority of an EU Member State. Sustainability labels established by a public authority of a non-EU country are not permitted, or the requirements for certification schemes must be met. Scheme owner and the third party have to be legally separated, i.e. there are two different legal entities.



Advertising with social aspects: 'Social characteristics' are now explicitly identified as a key product attribute in the context of misleading commercial practices; misleading claims regarding these are expressly prohibited. Labels referring to social characteristics also fall under the definition of sustainability labels and must meet the same requirements as environmental labels.



Implementation deadline, existing products, sell-off periods: The Directive must be implemented by 26 March 2026 and will apply from 27 September 2026. From that date, businesses must comply with the requirements – including for existing products. No additional transition period is provided for products already in the distribution chain. Companies should therefore adapt their products and advertising promptly. Options listed for existing products are covering or correcting claims by stickers or adding supplementary information at the point of sale.



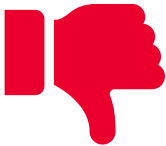
Scope: This covers all business practices in the B2C sector, i.e. any act, omission or communication directly related to the advertising, sale or supply of a product to consumers. Business practices in the B2B sector do not fall within the scope. Sustainability reporting is generally not affected either.

3. Practical exercises environmental claims

What form of presentation of the statement 'vegan' is still in line with EmpCo requirements or when is it considered a sustainability label?



No animals are killed or exploited for vegan shoes.



Practical examples



4. Changes consumer law



legal guarantee and commercial guarantee

In future, retailers must clearly highlight information regarding the legal guarantee for goods (minimum duration of two years) as well as any commercial guarantee of durability offered by the producer, provided that the commercial guarantee covers the entire good for a period longer than two years. To this end, harmonised notices and labelling must be used across the EU.



Reparability

Where applicable, the reparability score of a product must be stated. If no reparability score has been established at Union level, information must be provided on the availability and cost of spare parts, as well as repair instructions and repair restrictions, provided that the manufacturer supplies this information



Software updates

In the case of goods with digital elements, digital content and digital services, information must be provided regarding the minimum period for which the manufacturer will provide software updates, provided that the manufacturer supplies this information.



Eco-friendly delivery

Businesses should also provide information on environmentally friendly delivery options (e.g. cargo bikes or consolidated shipments).



LEGAL GUARANTEE

Minimum two-year legal guarantee protection for goods sold in the European Union.

Consumers can claim their rights under the legal guarantee of conformity, for example if goods:

- ☑ do not match the description;
- ☑ do not function as intended.

Sellers are liable for any lack of conformity which existed when the goods were delivered, and which becomes apparent within the legal guarantee period. Sellers in such a situation are required to offer:

- ☑ **free repair or free replacement;**
- ☑ in some cases, a **price reduction or full reimbursement.**

What to do if you receive non-conforming goods:

- 1 Contact the seller as soon as possible to report the issue;
- 2 Provide proof of purchase, such as a receipt, invoice, or bank statement.

Sellers and producers may also offer commercial guarantees, which apply independently from the legal guarantee. For example, you may see this GARAN label representing a **commercial guarantee of durability** offered by the producer at no additional cost and covering the entire good.



Some countries have a longer legal guarantee period. For second-hand goods, a shorter period may apply, but not less than one year.

For more information on your rights in a specific country, scan the QR code below or ask the seller.



europa.eu/youreurope/guarantees

- None of the elements of the notice may be altered
- The QR code shown links to the relevant section on the 'Your Europe' portal. The QR code must be scannable under normal lighting conditions using a standard mobile device.
- Specific colour values are set out in Annex I to the Regulation.
- For contracts outside the online retail sector, the harmonised notice may be in colour or black and white. A minimum size of A4 is required. However, it may also be printed in larger formats (A3, A2, A1).
- In the online retail sector, the harmonised notice must be in colour. There is no size requirement here.
- Notice in a 'prominent manner'
- Examples of where the notice should be displayed, from the recitals:
 - In-store: on a poster displayed prominently on a wall or next to the checkout
 - Online sales: as a general reminder on the website of the trader selling the goods

Harmonised label for the commercial guarantee of durability

The following elements must be adapted to each specific product:

- the letters 'XX' must be replaced by the corresponding duration of the commercial guarantee of durability offered by the producer, expressed in years
- the words 'Brand/Trademark' must be replaced by the name of the producer granting the commercial guarantee of durability
- the words 'Model identifier' must be replaced by the model identifier for which the producer grants the commercial guarantee of durability

For contracts other than distance contracts concluded through an online interface, a minimum size of 95 × 100 mm is also prescribed, along with specific requirements for the font sizes of the respective elements (e.g. 80 pt for the duration of the commercial guarantee of durability XX).



For distance contracts concluded through an online interface, the harmonised label for the commercial guarantee of durability may be displayed using a nested display. If a nested display is used, the harmonised label shall appear in its entirety on the first mouse click, mouse roll-over or tactile screen expansion.

5. Progress of implementation in Germany

Timetable

- **3 September 2025:** Government bill and referral to the Bundestag and Bundesrat
- **19 December 2025:** Second and third readings in the Bundestag – adoption of the bill
- **19 February 2026:** Publication in the Federal Law Gazette (BGBl. 2026, I, No. 43)
- **27 September 2026:** The Act comes into force for trade and industry

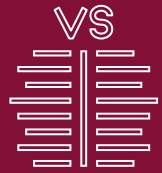
Phase-out period

- Parliament has adopted a resolution calling on the Federal Government to take a stance at EU level, including in favour of an extended phase-out period.
- The implementing legislation itself does not include a phase-out period.
- The Federal Government had sent a letter to the European Commission at the end of March 2026.

Courts

- In cases of ‘undue hardship’, courts may grant reasonable periods for the sale, removal and replacement of products already on the market (see, inter alia, Federal Court of Justice judgment of 7 April 2022, Case No. I ZR 143/19, para. 56 et seq.; see also the explanatory memorandum to the Act, p. 44)

How exactly is EmpCo being implemented in Germany?

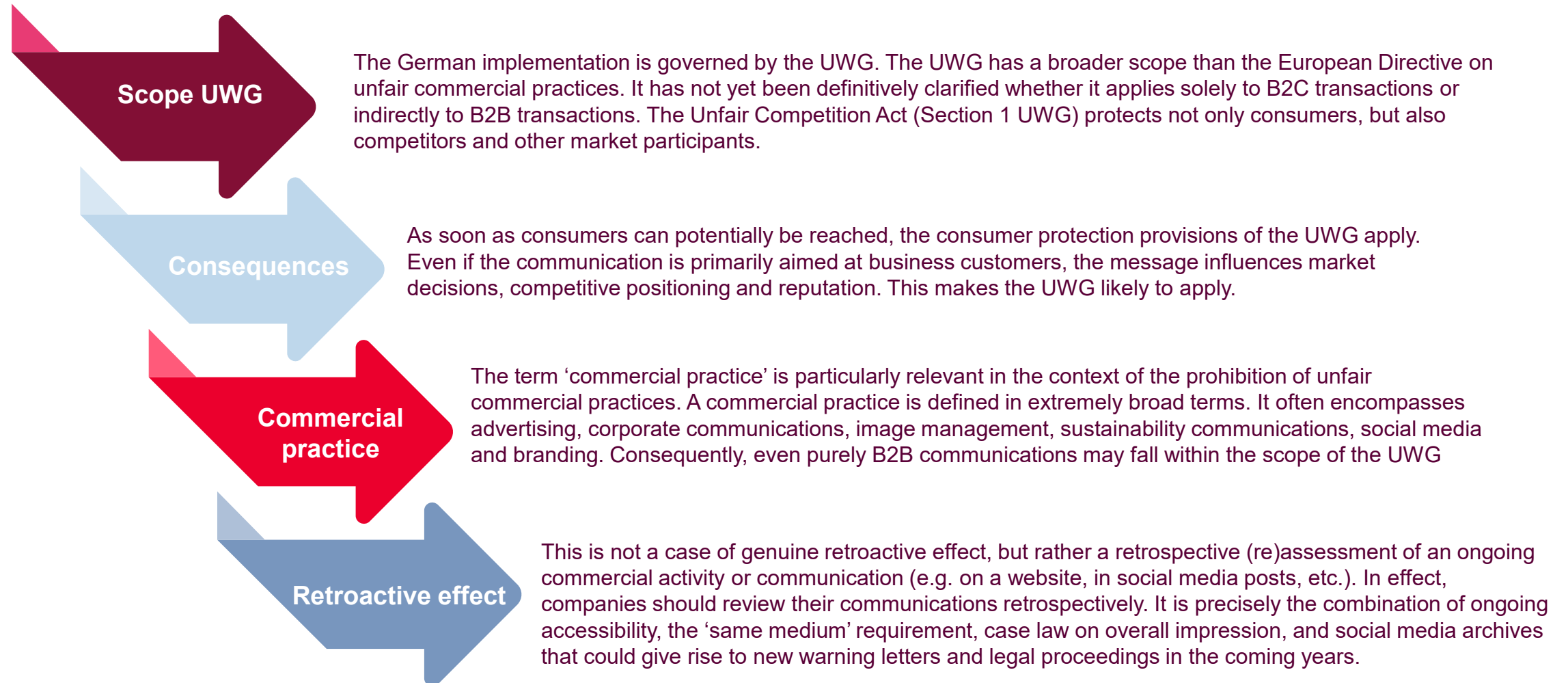


- The Third Amendment to the Unfair Competition Act (UWG) introduces provisions against misleading sustainability claims.
- The UWG's so-called 'blacklist' of business practices that are deemed misleading and unlawful in all circumstances is being expanded.

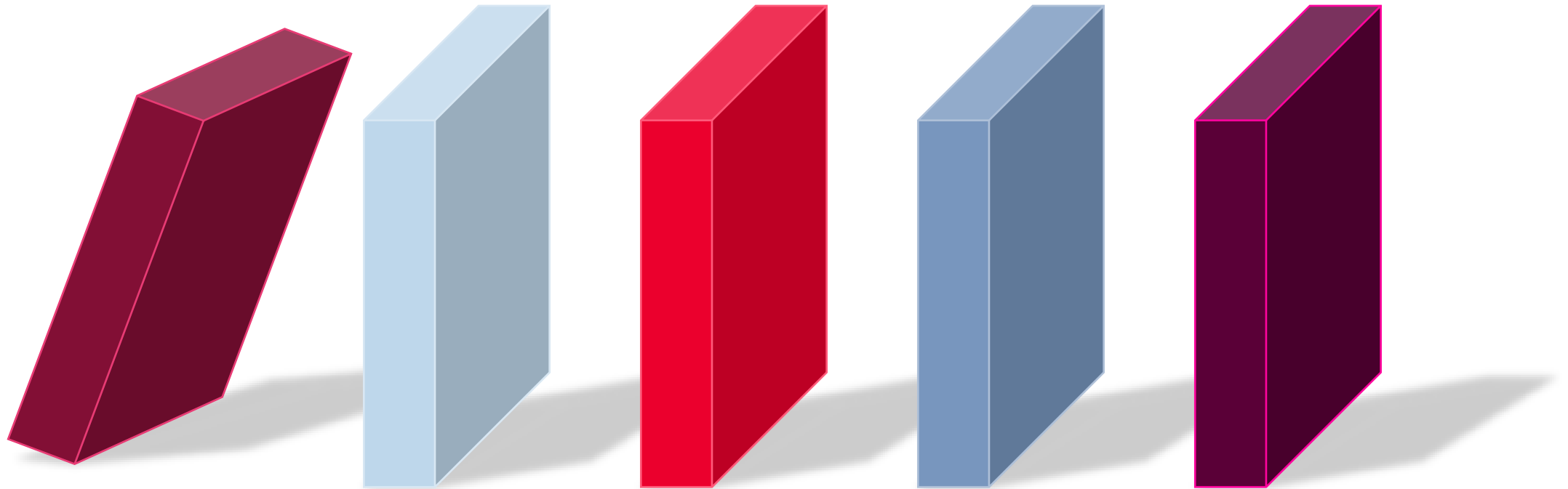


- The Act amending the law on consumer contracts and insurance contracts, as well as the law on medical treatment contracts, introduces new provisions regarding pre-contractual information obligations.

Applicability to B2B or B2C and retroactive effect?

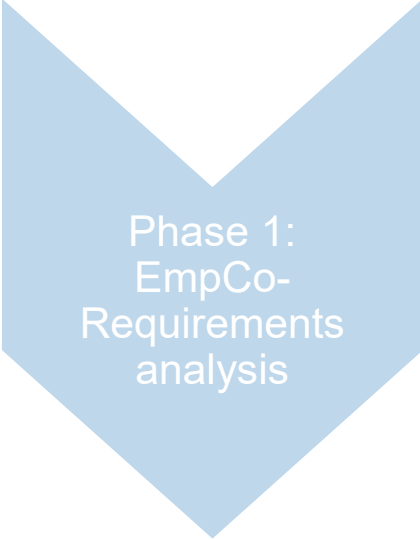


Rights of competitors and trade associations to seek an injunction and a cease-and-desist order (§ 8 UWG)



A disclaimer that merely explains how old a statement is does not protect against sanctions. From the cut-off date, the content should either be **clarified, substantiated or removed** in order to comply with the new transparency standards.

6. GS1 activities



Phase 1: EmpCo- Requirements analysis

- Establishing a common (legal) understanding of the Empco requirements by representatives from industry and retail
- Final document: Guidelines for transparent and legally compliant product communication
<https://www.gs1-germany.de/fileadmin/gs1/fachpublikationen/gs1-germany-anwendungsempfehlung-empco-v1.0.pdf> :
 - Guidance for marketing, product communication and data management
 - a shared understanding of key sustainability terms
 - selected best practices for environmental claims, including legal analysis, recommendations for use, evidence and potential supporting documents



Phase 2: Identification of measures for data exchange

- Analysis of potential impacts on GS1 data exchange
- It is not possible to assess the legal compliance of each individual label
- “disclaimer” regarding the EmpCo guideline should be added to the documentation for relevant attributes and labels with a sustainability focus (August 2026 release)
- In the long term: if reliable sources confirm that certain labels are no longer being awarded as a result of the EmpCo, these can be gradually removed from the code lists
- Planned expansion of the EmpCo guideline document to include a corresponding Chapter 7 in June

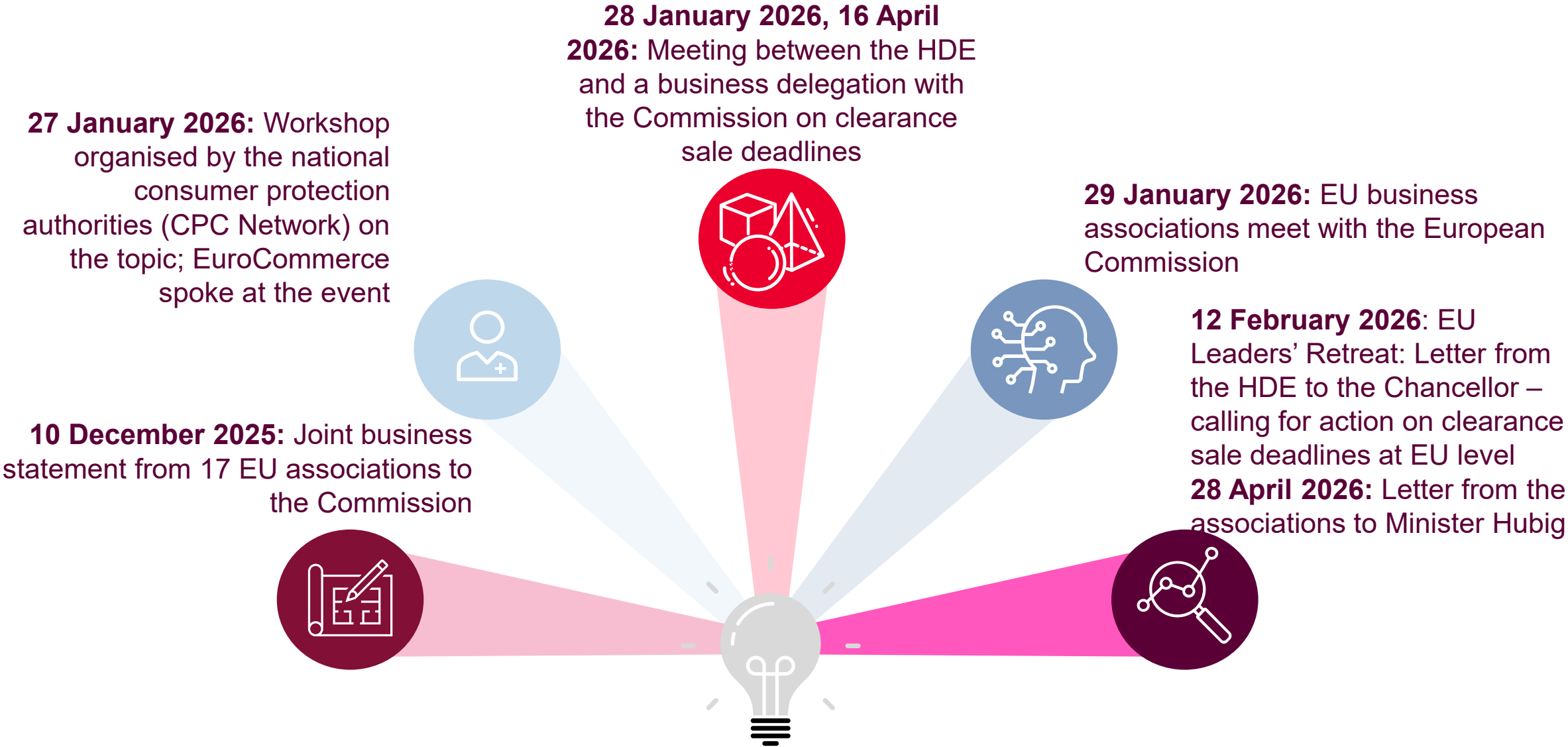
Excerpt from the guidance note – Best practice example

5.4.5.2 Nachfüllbar

- **Definition:** „Nachfüllbar“ bezeichnet die Möglichkeit, ein Produkt, einen Bestandteil oder eine Verpackung nach der ersten Verwendung zur Wiederverwendung mit demselben oder im Einzelfall mit einem ähnlichen Produkt mehrmals nachzufüllen. Dabei ist keine zusätzliche Bearbeitung notwendig, z. T. mit Ausnahme von bestimmten Anforderungen wie Reinigen und Waschen.³⁸
- **Juristische Einordnung und Empfehlung zur Anwendung:** Dieser Begriff eignet sich für die Produktkommunikation. Nachfüllbare Produkte, Verpackungen etc. können auch als solche gekennzeichnet werden. Ggf. sollte angegeben werden, dass vor dem Nachfüllen eine notwendige Aufbereitung vorgenommen werden sollte (z. B. Reinigung der Verpackung/ des Spenders). Weitere Umweltaussagen, wie z. B. die Bewerbung von Ressourcenschonung, müssen zutreffend und nachweisbar sein. **Achtung:** Es sollte sichergestellt werden, dass ein konkretes Angebot für die Wiederverwendung existiert: Abfüllstation, Nachfüllbeutel, Tab, etc. Auf Nachfüllstellen sollte hingewiesen werden.
- **Anwendungsbeispiel:**
„Diese Druckerpatrone ist nachfüllbar und spart im Vergleich zu einer neuen Patrone Umweltressourcen und schont Ihr Portemonnaie. Nachfüllstellen finden Sie hier: [URL].“
- **Nachweise und potenzielle Belegdokumente:**
 - Dokumentation der Nachfüllmöglichkeiten
 - Nachweise der Teilnahme an einem System
 - Wissenschaftlich fundierte Nachweise, dahingehend, dass eine neue Patrone tatsächlich mehr Ressourcen verbraucht.

7. Lobby activities

Lobbying for sell-off deadlines



Lobbying at national and EU level

DR. STEFANIE HUBIG
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BELGIUM

E-Mail: cab-mcgrath-contact@ec.europa.eu

9. März 2026

Sehr geehrter Herr Kommissar, *dees Michael,*

ebenso wie für die Europäische Kommission ist auch für die deutsche Bundesregierung die Bekämpfung von Greenwashing ein wichtiges Anliegen. Daher begrüßen wir die Richtlinie (EU) 2024/825 hinsichtlich der Stärkung der Verbraucher für den ökologischen Wandel durch besseren Schutz gegen unlautere Praktiken und durch bessere Informationen (EmpCo-RL).



Bundesministerin Frau Dr. Stefanie Hubig
Bundesministerium der Justiz
und für Verbraucherschutz
Anton-Wilhelm-Amo-Straße 37
10117 Berlin
per Mail: minb@bmjv.bund.de

Berlin, 28.4.2026



Legal certainty for brand names

A potential ban on the continued use of established brands after the cut-off date of 27 September 2026 would instantly devalue their brand equity, thereby causing massive economic damage



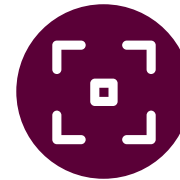
Clarification of the requirements for certification schemes

No definition of criteria for a compliant certification scheme at national level.



Clarity regarding companies' own claims on social characteristics, including animal welfare

According to EWG 3, social characteristics – including respect for labour rights and human rights throughout the value chain, or ethical obligations such as animal welfare – are among the claims to be assessed.



A clear distinction between sustainability labels and label-like designs

Companies voluntarily adopt higher environmental and social standards than those required by law or defined in industry-wide initiatives, thereby playing an important pioneering role



Official list of recognised eco-labels

There are a wide variety of different eco-labels at EU, national and regional level.



Clear criteria for distinguishing between general and specific environmental claims

At present, there are no guidelines or sector-specific guidance documents that define which specifications of environmental claims are considered sufficient

If you have any questions, please get in touch:



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