



Annel

## **ECGT DIRECTIVE 2026**

A Practical Guide to Green  
Claims, Sustainability Labels  
&  
Consumer Information  
Requirements

# INTRODUCTION

The Empowering Consumers for the Green Transition (ECGT) Directive updates two major pieces of EU consumer law:

- the Unfair Commercial Practices Directive (UCPD), and
- the Consumer Rights Directive (CRD).

Its purpose is to eliminate misleading environmental and social claims ("greenwashing"), improve transparency, and ensure consumers have reliable information on durability, repairability, and sustainability.

The directive applies from 27 September 2026 and covers all sectors where products or services are marketed to consumers.

## ENVIRONMENTAL CLAIMS

Any message suggesting that a product is “better for the planet” counts as an environmental claim.

This can be:

- a word (“eco”, “green”, “sustainable”),
- a symbol (leaf, droplet, tree),
- a colour scheme (green/blue),
- or even a product name (“EcoClean”, “GreenFresh”).

If a consumer might understand it as “good for the environment”, it is an environmental claim. A claim can be misleading even if factually true, if the overall impression misrepresents the environmental impact.

**Environmental claims must be truthful, specific, evidence-based, and understandable to the average consumer.**

# GENERIC ENVIRONMENTAL CLAIMS

A generic environmental claim is a broad, vague, or unspecified claim made in written or oral form without clear and prominent explanation on the same medium.

Examples include: *“green” / “eco-friendly” / “biodegradable” / “climate friendly” / “nature’s friend” / “environmentally correct”*

Under the ECGT Directive, such claims **are prohibited** unless the trader can demonstrate recognised excellent environmental performance, such as : EU Ecolabel, ISO 14024 Type I ecolabelling schemes (e.g., Nordic Swan, Blue Angel), or top environmental performance within relevant EU regulations.

A generic claim becomes acceptable **only** if immediately and clearly specified, for example: “Packaging made from 100% recycled PET”.

If no specification can be placed visibly (e.g., due to space limits), **the claim must not be used.**

# CARBON NEUTRALITY & OFFSETTING CLAIMS

The ECGT Directive limits how companies may use climate-related claims. Statements such as *“carbon neutral”, “climate neutral”, “CO<sub>2</sub> compensated”* or *“positive climate impact”* are not allowed when they rely on **offsetting** - paying for external projects (e.g., tree planting or carbon credits) to compensate for emissions.

Offsetting does not reduce the actual emissions created during the product's manufacturing or lifecycle.

For this reason, such claims are considered **misleading**. Climate-related claims may only be used when they are based on real, measurable emission reductions within the product's own value chain — for example, improvements in materials, production, logistics, or energy use.

## **SUSTAINABILITY LABELS / MARKS (BADGES/LOGOS)**

The ECGT Directive sets strict rules for the use of sustainability marks, meaning any logo, badge, symbol, or graphic that suggests a product has environmental or social benefits.

### **Only two types of sustainability marks are allowed:**

- Marks created by EU public authorities, such as the official EU Ecolabel.
- Marks based on a certified third-party scheme, which must include: independent verification, publicly available criteria, transparent access for all companies, regular monitoring.

Self-created “eco symbols”, “green badges”, or any graphic that looks like a certification but is not independently verified **are not allowed.**

## **SOCIAL CHARACTERISTICS CLAIMS**

Claims about ethics, fair working conditions, human rights, equality, or animal welfare must be accurate, specific, and verifiable. Vague claims such as “*ethical*”, “*responsible brand*”, or “*human-rights friendly*” are not acceptable unless backed by real evidence.

If these claims are shown in the form of a logo or badge, they count as sustainability marks and must meet strict certification rules (just like environmental marks).

## VEGAN AND VEGETARIAN CLAIMS

A “vegan” or “vegetarian” statement refers only to composition unless the trader implies additional benefits, such as:

- “vegan = better for the planet”,
- “vegan = more ethical”.

In such cases, it becomes an environmental or social claim, requiring proper substantiation.

## IRRELEVANT OR COMMON CLAIMS

The directive prohibits advertising benefits that are irrelevant to the product, or do not result from any unique feature of the product or business.

### **Examples of misleading claims:**

“Gluten-free water” — all water is gluten-free

“Plastic-free paper” — standard for paper

“CO<sub>2</sub>-free salt” — inherent characteristic

### **Allowed examples:**

“Nickel-free jewellery” — not all jewellery is nickel-free

“Shampoo without microplastics, equally effective” — if true and differentiating

The rule prevents businesses from implying superiority where none exists.

# REPAIRABILITY & DURABILITY INFORMATION

Under the amended CRD, traders must provide:

- durability information (when provided by producers),
- repairability ratings or scores (when required by EU law),
- availability and cost of spare parts,
- expected period of software updates,
- repair and maintenance instructions (when supplied by producers).

Traders are not required to search for this information — they must simply pass on what producers make available.

Repairability scores apply to specific categories (e.g., smartphones and tablets since June 2025) and will expand with future EU rules.

## LEGAL GUARANTEE NOTICE AND THE DURABILITY GUARANTEE LABEL

The ECGT Directive introduces two separate pieces of information that consumers must see when evaluating a product. Although both relate to guarantees, they serve different purposes and must not be confused with each other.

### **Legal Guarantee Notice - Basic Consumer Right**

Every consumer in the EU automatically benefits from a two-year legal guarantee. This is a statutory right and applies to all products, regardless of brand or category. Under the ECGT Directive, traders must display a standardised EU notice explaining this right: clearly, prominently, in every store and online environment.

## **Durability Guarantee Label - An Additional Commitment from the Producer**

This is a voluntary promise from the producer that a product will last longer than the legal minimum, for example, three, five or more years.

When a producer offers such an extended durability guarantee the trader **must display** the official EU durability label, directly **next to** the product in-store or online, so consumers can **quickly identify** products with enhanced longevity.

This label helps highlight products that are designed and guaranteed to last longer than the standard expectation.

## **APPLICATION TO EXISTING PRODUCTS**

**From 27 September 2026 all claims, labels, and packaging on the market must comply.**

Businesses may update packaging through stickers, corrected claims, supplemental information at point of sale, updated online descriptions.

Authorities may consider proportionality but expect companies to make reasonable efforts toward compliance.

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### **CONTACT & SUPPORT**

FOR CUSTOMISED REGULATORY GUIDANCE, GREEN CLAIMS VERIFICATION, SUSTAINABILITY STRATEGY OR COMPLIANCE AUDITS, PLEASE CONTACT:

 **INFO@ANNELLTD.COM**