Sustainability through incentives: unravelling the effects and hidden deficiencies of the European 'right to repair'

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A. The European 'right to repair' 137
B. The warranty rights of the Sale of Goods Directive 140
C. The incentive mechanism of the Repair Directive 143
D. Interdisciplinary research on the effectiveness of the incentive mechanism 145
E. The hidden deficiencies of the incentive mechanism 147
F. Conclusion 149

A. The European 'right to repair'

The European Green Deal[1] is one of the most ambitious sustainability programmes in the world, aiming to combine environmental sustainability with economic growth. To achieve the goals of the Green Deal, the EU has drawn up an action plan for the circular economy.[2] The circular economy concept follows three strategies: reduce the input of materials and output of waste, keep resources within the system, and reintegrate products into the system at the end of their lives.[3] These strategies can be achieved through design, maintenance, repair, reuse, remanufacturing, refurbishing,

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1 European Commission, Commission Communication – The European Green Deal, 11 December 2019, COM (2019) 640 final.

2 European Commission, Commission Communication – A new Circular Economy Action Plan. For a cleaner and more competitive Europe, 11 March 2020, COM (2020) 98 final.

3 Valerio Elia/Maria Grazia Gnoni/Fabiana Tornese, 'Measuring Circular Economy Strategies through Index Methods: A Critical Analysis' (2017), 142(4) J Clean Prod, p. 2741, 2742; Yuliya Kalmykova/Madumita Sadagopan/Leonardo Rosado, 'Circular

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and recycling.[4] Herein, the repair option is deemed to play a pivotal role in the efforts to achieve sustainability. In view of these insights, the EU has designated the promotion of repair over replacement as one of the key pillars for fostering sustainable growth, framing this decision under the concept of the 'Right to Repair'.

One of the central problems identified by the EU is the prevalence of a throwaway society. This term describes a societal tendency in which products are no longer valued for long-term use and maintenance, but instead are disposed of prematurely, even when they could easily be repaired.[5] In many cases, consumers replace goods as soon as a defect occurs rather than considering sustainable alternatives such as repair or refurbishment. This behavioural pattern has contributed significantly to increasing resource consumption and electronic waste.[6] The EU has recognised that the widespread reluctance to repair is not merely a consequence of individual preferences but a structural problem. It reflects a market environment in which repair options are often inaccessible, opaque, or economically unattractive compared to the purchase of new goods.

A striking example of this throwaway mentality can be observed in the use of electronic devices: there are billions of smartphone users worldwide. Against the background of this incredibly high number, it is alarming that 87 % of the smartphone owners use their smartphones for less than two years.[7] As many of the smartphones' precious resources end up in landfills, there is huge potential and urgency to act.[8] When it comes to the 'Right to Repair', the EU is targeting electronic devices such as smartphones, laptops and tablets in particular. These contain important raw materials that could be reintroduced into the economic cycle through recycling.[9] The EU sees huge potential for repair and recycling due to the thousands of tonnes of electronic devices on the internal market.

Economy: From Review of Theories and Practices to Development of Implementation Tools' (2018), 135 RCR, p. 190, 194.

4 Martin Geissdoerfer et al., 'The Circular Economy: A New Sustainability Paradigm?' (2017), 143 J Clean Prod, p. 757, 759.

5 Collins Dictionary, 'the throwaway society' (n.d.), https://www.collinsdictionary.com/dictionary/english/the-throwaway-society (last accessed: 14 July 2025).

6 Christian Rasquin/Julia Möller-Klapperich, 'Das Recht auf Reparatur ("Right to Repair") in der Europäischen Regulierung' (2024), 78(2) NJ, p. 58, 59.

7 Margot Möslinger et al., Towards an Effective Right to Repair for Electronics (2022), p. 1, 5.

8 Möslinger et al. (2022), p. 5.

9 Rasquin/Möller-Klapperich (2024), p. 59.

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Recognising that many consumers discard defective goods prematurely,[10] the EU has adopted a legislative bundle consisting of three legislative acts: First, the Ecodesign Regulation[11] requires manufacturers to incorporate reparability into the product design process. For a repair to be simple and straightforward, the product must first be designed to be repairable. Second, a new Consumer Rights Directive[12] obliges sellers and manufacturers to inform consumers about the option, conditions, and costs of repairs. Third, the Repair Directive[13], as the core of the 'Right to Repair' initiative establishes a direct obligation on manufacturers and sellers to repair defective goods for consumers. If the consumer has no warranty rights—for example, because the warranty period has expired—they must bear the costs of the repair themselves. For these cases, which lie outside warranty law, the Repair Directive creates new rules for the relationship between consumers and manufacturers.[14] Manufacturers are obliged to offer repair outside the statutory warranty and to provide transparent information about repair conditions.[15] They may charge a reasonable fee or offer repair within the scope of a commercial guarantee.[16] In addition, an EU-wide online repair platform will help consumers find and compare repair services based on standardised information.[17] The EU also establishes a European repair information form and a voluntary European quality standard for repair

10 Susanne Augenhofer/Rebecca Küter, ‚Gedanken zum Vorschlag für eine RL über gemeinsame Vorschriften zur Förderung der Reparatur von Waren' (2023), 38(7) VuR, p. 243.

11 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 [2024] OJ L89/1.

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 [2024] OJ L16/1.

13 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 [2024] OJ L20/1.

14 Johanna Croon-Gestefeld, ‚Das Recht auf Reparatur – Vorschläge aus Brüssel' (2024), 32(2) ZEuP, p. 379, 387; Stefanie Jung/Magdalene Back, ‚Die Förderung der Wahl der Nachbesserung im Mängelgewährleistungsrecht' (2025), 78(9) NJW, p. 537, 538.

15 Art. 5, Art. 6 Repair Directive.

16 Art. 5(2)(a) Repair Directive.

17 Art. 7 Repair Directive.

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services to harmonise repair conditions and improve transparency and consumer trust.[18]

While the Repair Directive contains its own provisions – in particular regarding the obligations of manufacturers beyond the warranty period – it also amends the existing Sale of Goods Directive[19].[20] This amendment directly affects the contractual relationship between buyers and sellers under the Sale of Goods Directive.[21] In this contribution, the focus will be placed on this revised framework and, more specifically, on the new incentive mechanism introduced by the Repair Directive. This mechanism aims to influence consumer behaviour by rewarding the choice of repair with an extended warranty period. However, as will be discussed, this approach also entails hidden deficiencies, which may affect its effectiveness in practice.

B. The warranty rights of the Sale of Goods Directive

Consumers in the EU already benefit from harmonised warranty rights under the Sale of Goods Directive. The Sale of Goods Directive aims to achieve a balanced allocation of rights and obligations between the contracting parties by establishing fair and harmonised rules across the internal market.[22] For the warranty rights to arise, it is decisive that the consumer and the trader have concluded a sales contract.[23] The subject matter of this contract must be a good, defined broadly to encompass any tangible movable item.[24] However, goods with digital elements,[25] such as smart devices, are also subject to special provisions. These provisions apply where the content or services are integrated into or interconnected with

18 Art. 4 Repair Directive.
19 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 [2019] OJ L136/28.
20 Art. 16 Repair Directive.
21 Anna Kirchhefer-Lauber, 'Nachhaltigkeit im deutschen Kaufrecht zwischen Verbraucherschutz, Ökodesign-VO und Warenreparatur-RL' (2024), 64(10) JuS, p. 915, 915 et seq.
22 Art. 1 Sale of Goods Directive.
23 Art. 2(1) Sale of Goods Directive.
24 Art. 2(5)(a) Sale of Goods Directive.
25 Art. 2(5)(b) Sale of Goods Directive.

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the goods in such a way that their absence would prevent the goods from performing their functions.

The Sale of Goods Directive establishes a comprehensive system of remedies, including repair, replacement, price reduction and termination, all embedded in a harmonised framework that aims to reconcile consumer protection objectives with the legitimate interests of traders in a proportionate manner.[26] At the core of the Sale of Goods Directive is the right of the consumer to have defective goods brought into conformity free of charge.[27] The consumer has the right to choose between repair and replacement as primary remedies, unless the remedy chosen is impossible or would impose costs on the seller that are disproportionate compared to the alternative remedy.[28] A lack of conformity exists where the good deviates negatively either from the subjective requirements or from the objective requirements.[29] In other words, any defect that impairs the conformity of the good with the contractually agreed characteristics or with the reasonable expectations of an average consumer constitutes a lack of conformity. The liability of the seller requires that the lack of conformity already existed at the time when the risk passed to the consumer, which is regularly the moment of the handover of the good.[30]

If the consumer exercises the right of choice between replacement and repair and opts for a replacement, the seller is obliged to take back the defective good.[31] In the past, consumers have frequently preferred the replacement to the repair.[32] This preference is mainly attributable to the perception that receiving a new good is more beneficial.[33] Consumers expect a longer product lifespan and anticipate that any signs of wear and tear associated with the previous good will also be eliminated by obtaining a replacement. Currently, warranty rights under the Sale of Goods Directive expire two years from the date of handover of the good.[34] In principle, the

26 Art. 13 Sale of Goods Directive.
27 Art. 14 Sale of Goods Directive.
28 Art. 13(2) Sale of Goods Directive.
29 Art. 6, Art. 7 Sale of Goods Directive.
30 Art. 10(1) Sale of Goods Directive.
31 Art. 14(2) Sale of Goods Directive.
32 European Commission, Proposal for a Directive of the European Parliament and of the Council on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828, 22 March 2023, COM (2023) 155 final, p. 1; Augenhofer/Küter (2023), p. 243.
33 Augenhofer/Küter (2023), p. 243.
34 Cf figure 1 below; Art. 10(1) Sale of Goods Directive.

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limitation period does not restart because of a replacement or a repair.[35] Consequently, where a lack of conformity becomes apparent outside this period, the trader is no longer liable, and the consumer cannot invoke the remedies provided under the Directive.

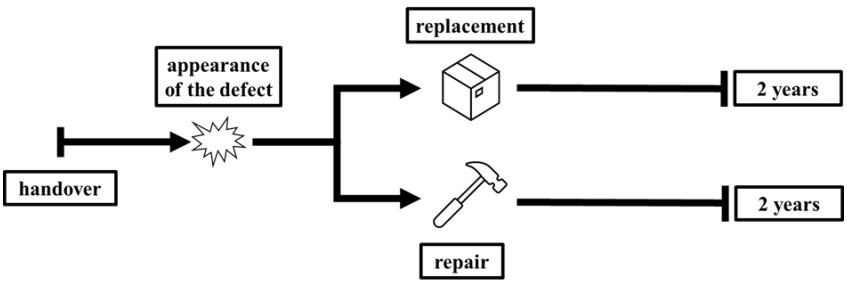

Figure 1: The primary warranty rights of the Sale of Goods Directive

In Germany, the provisions of the Sale of Goods Directive have been implemented primarily through §§ 434 et seqq. of the German Civil Code (Bürgerliches Gesetzbuch, BGB).[36] According to § 434 BGB, goods are deemed to be free from defects if they possess the agreed quality and, in the absence of any such agreement, if they are suitable for the customary use and exhibit the quality which is usual in goods of the same kind. § 437 BGB provides the consumer with a catalogue of remedies in the event of non-conformity. These rights include the right to demand repair or replacement, to withdraw from the contract, to reduce the purchase price and to claim damages. The right to have the goods brought into conformity is further specified in § 439 BGB, according to which the buyer may, at their discretion, demand a repair or a replacement.[37] The seller bears all expenses necessary to bring the goods into conformity, including transport, labour and material costs. Notably, § 439(1) BGB embodies the consumer's right to choose between repair and replacement in alignment with Article 13(2) Sale of Goods Directive, subject to the seller's right to refuse the chosen remedy if it would entail disproportionate costs within the meaning of § 439(4)

35 Stefan Arnold in Beate Gsell et al. (eds.), beck-online.GROSSKOMMENTAR (1 May 2025), § 438 BGB, para. 138, 154 et seqq.

36 Stephan Lorenz, 'Die Umsetzung der EU-Warenkaufrichtlinie in deutsches Recht' (2021), 74(29) NJW, p. 2065.

37 Rasquin/Möller-Klapperich (2024), p. 60.

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BGB.[38] In practice, replacement is often less costly and therefore more common, yet it comes with the peculiarity that the consumer effectively receives a new product. Under §§ 439(6), 346(1) BGB, the seller could in principle demand the return of the defective item together with compensation for use. However, in the case of consumer sales this right is restricted by § 475(3) BGB. While the consumer must return the defective good, they are not obliged to pay compensation for use. As a result, the 'newness advantage' of replacement is not fully offset, but this outcome reflects the Directive's underlying consumer protection rationale.

C. The incentive mechanism of the Repair Directive

As already outlined, many consumers so far prefer replacement over repair.[39] In view of the fact that most carbon emissions are released during the production of a product, the EU considers consumer preference for a new product to be problematic from a sustainability perspective. In the initial legislative proposal, the EU had planned to restrict the consumer's right to choose by introducing a cost-based limitation: according to Article 12 of the Repair Directive Proposal, the option to choose replacement would have been excluded if the costs of replacement were equal to or higher than the costs of repair.[40] This proposal attracted significant criticism, as it was perceived to contradict the EU's assurances that consumer rights would not be curtailed.[41]

In light of these concerns, the EU ultimately abandoned this approach and instead adopted a reward-based mechanism intended to promote repair as the preferred remedial measure. Specifically, Article 16(2)(a) of the Repair Directive amends Article 10 of the Sale of Goods Directive by inserting a new paragraph. Under the newly introduced Article 10(2a) of

38 Rasquin/Möller-Klapperich (2024), p. 60.

39 European Commission, Proposal for a Directive of the European Parliament and of the Council on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394, Directives (EU) 2019/771 and (EU) 2020/1828, 22 March 2023, COM (2023) 155 final, p. 1; Augenhofer/Küter (2023), p. 243.

40 Kirchhefer-Lauber (2024), p. 918; Jung/Back (2025), p. 539.

41 Augenhofer/Küter (2023), p. 245 et seq.; Tim Hülskötter, 'Auswirkungen der Pflicht zur Reparatur auf das Verhältnis von Umwelt- und Verbraucherschutz im Europäischen Verbrauchervertragsrecht: Die neue Abwägung zwischen drei Polen' (2024), 39(4) VuR, p. 130, 131 et seq.

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the Sale of Goods Directive, where the consumer opts for repair as the remedy to bring the good into conformity and the seller has completed the repair, the limitation period is extended once by twelve months. Put simply, consumers who choose repair will receive an additional year of warranty, extending the limitation period for defects from two to three years.[42] Recital 40 of the Repair Directive clarifies that this extension is designed to create an incentive for consumers to choose repair voluntarily, rather than choosing replacement, by offering a tangible advantage in the form of prolonged protection against defects.[43] The approach thus seeks to reward environmentally preferable consumer behaviour, rather than to compel it by limiting options. The Repair Directive leaves it to the discretion of the Member States to provide for a longer extension of the limitation period than the one-year extension laid down in Article 16(2)(a). According to Article 16(2)(b) of the Directive, Member States may adopt or maintain provisions stipulating that, if the consumer opts for repair, the limitation period is extended by a period longer than twelve months. This measure is accompanied by further regulatory changes to strengthen the attractiveness and transparency of repairs. For instance, Article 16(1) amends Article 7(1) of the Sale of Goods Directive by specifying that goods must possess not only durability but also repairability as part of their objective conformity requirements. Additionally, Article 16(3) of the Repair Directive introduces new information obligations: Before providing a remedy, the seller must inform the consumer of their right to choose between repair and replacement and of the possibility that the limitation period will be extended if repair is selected.

42 Cf figure 2 below; Art. 16(2)(a) Repair Directive; Arun Kapoor/David Leucuta, 'Das neue Recht auf Reparatur – Was ändert sich im digitalen Verbrauchergewährleistungsrecht?' (2024), 40(11) CR, p. 728, 732.

43 Jung/Back (2025), p. 540.

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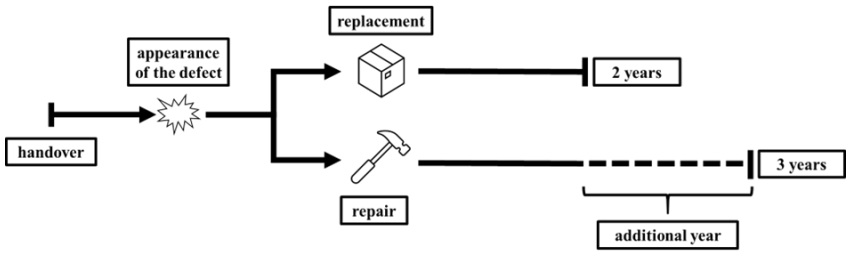

Figure 2: The new incentive mechanism of the Repair Directive

The Member States must transpose these amendments into their national legal orders by the deadline of 31 July 2026.[44] In Germany, this will require targeted adjustments to the rules on conformity and remedies in §§ 434, 438, 439 BGB. Given the Directive's focus on consumer protection, these changes are likely to be implemented within the special regime for consumer sales law pursuant to §§ 474 et seqq. BGB, rather than extending to B2B and C2C transactions, unless the German legislator decides on an implementation which applies the new rules beyond consumer contracts. It is important to note that the Repair Directive lays down fully harmonised rules in this area, meaning that Member States are, in principle, not permitted to maintain or introduce national provisions deviating from the Directive's requirements.[45] One exception is the optional extension of the limitation period beyond twelve months.[46] Within this context, the question emerges as to whether, and to what degree, the incentive mechanism is capable of steering consumer behaviour toward repair rather than replacement.

D. Interdisciplinary research on the effectiveness of the incentive mechanism

Assessing whether the newly introduced incentive actually achieves its intended objectives requires an interdisciplinary perspective that combines legal analysis with behavioural and economic research. The EU already conducted certain studies during the legislative process, forecasting a 12 %

44 Art. 22(1) Repair Directive.
45 Art. 3 Repair Directive.
46 Art. 16(2)(b) Repair Directive.

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increase in consumers' willingness to opt for repair over a 15-year period.[47] Based on signalling theory[48] and the current literature on repair intentions,[49] investigating behavioural effects of an additional year of warranty shows that offering an extra year of warranty can, in principle, influence consumer behaviour. However, important questions remain regarding the practical effectiveness of this incentive, in particular whether consumers sufficiently perceive, comprehend and trust the extended liability period as a credible benefit. Interdisciplinary research into the effectiveness of the European 'Right to Repair' thus illustrates a broader trend: scholarship increasingly transcends the traditional boundaries of doctrinal legal analysis to integrate insights from consumer psychology and behavioural economics. Such approaches do not merely examine the legal framework conditions in the abstract. Rather, they seek to understand how consumers actually respond to regulatory measures in practice, for example, when faced with the choice between a replacement and a repair.

Interdisciplinary studies are frequently carried out in collaborative, cross-disciplinary settings, enabling legal scholars, economists and social scientists to jointly address complex research questions. One central issue that emerges concerns the allocation of the burden of proof. This challenge becomes apparent in the design of a specific experimental setting, in which it is necessary to determine what information consumers would be presumed to have regarding the legal framework conditions. In order to approximate realistic conditions as closely as possible, participants should be informed about those framework conditions that will form part of the new information obligations. However, the rules governing the allocation of the burden of proof do not belong to the scope of the information obligation. These insights form the basis for examining in greater depth the hidden deficiencies of the incentive mechanism and information obligation, to which the following section will now turn.

47 European Commission, Study to support the Commission's policy development on promoting repair of consumer goods and contracts in the data economy (2023), pp. 92 et seqq.

48 Michael Spence, 'Job Market Signaling' (1973), 87(3) Q J Econ, p. 355, 356 et seqq.

49 Nataliia Roskladka/Anicia Jaegler/Giovanni Miragliotta, 'From "right to repair" to "willingness to repair": Exploring consumer's perspective to product lifecycle extension' (2023), 432 J Clean Prod, p. 1, 5 et seqq.

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E. The hidden deficiencies of the incentive mechanism

At first glance, the extension of the liability period by an additional year appears to be a promising legal incentive to encourage repairs and thus promote sustainable consumption. However, its effectiveness critically depends on the consumer's understanding of the legal framework in which this incentive is embedded. Under the Repair Directive, the seller is obliged to inform the consumer merely of the existence of the right to choose between repair and replacement and of the possibility that the liability period will be extended in the event of a repair.[50] Yet, no obligation exists to inform the consumer about several additional framework conditions, some of which can be decisive for the enforceability of warranty rights in practice. Such framework conditions include the allocation of the burden of proof, the duration of the repair, and the (un)availability of replacement devices during the repair period. In this respect, it is noteworthy that the Repair Directive does not require traders to inform consumers about these hidden framework conditions. From the perspective of maximising the incentive effect, this omission may be advantageous, as consumers are not confronted with information that could diminish the perceived value of repair. Yet, at the same time, this approach stands in tension with the principle of informed consumer decision-making: If essential contextual factors are withheld, the consumer's decision to choose repair over replacement risks being shaped by incomplete information rather than genuine preference.

These disadvantages are not caused by the extension of the liability period itself, but they may considerably weaken its incentive effect if consumers are aware of them, since replacement may then be perceived as the more advantageous option despite the longer liability period. In some cases, the consumer may only become aware of the existence of the right to choose between repair and replacement because of the new information obligation and, as a result, may for the first time consciously decide in favour of replacement delivery rather than repair. Moreover, the incentive effect may erode over time as these disadvantages become more widely known among consumers, thereby reducing the effectiveness of the liability extension as a tool to promote repair.

50 Art. 16(3) Repair Directive.

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A particularly crucial legal framework condition concerns the allocation of the burden of proof.[51] Under the Sale of Goods Directive, any lack of conformity that becomes apparent within the first year after delivery is presumed to have existed at the time of the transfer of risk, unless this presumption is incompatible with the nature of the goods or the defect itself.[52] This presumption significantly eases enforcement, as it relieves the consumer of the need to provide evidence regarding the origin of the defect.[53] However, the new incentive mechanism under the Repair Directive does not extend this presumption to the additional year granted as a reward for choosing repair.[54] Accordingly, if a defect arises during this third year, the consumer once again bears the burden of proving that the defect already existed at the time of delivery—a task that is likely to be substantially more challenging after such an extended period has elapsed.[55] Furthermore, under German law, the situation is even more complex. In cases of replacement delivery, the one-year reversal of the burden of proof recommences in full for the entire product, as has been argued in the German literature.[56] Conversely, when a repair is carried out, only a six-month reversal applies, and this is limited exclusively to the parts actually repaired.[57] As a result, the choice of replacement delivery is clearly privileged in terms of evidentiary facilitation.

This discrepancy in the burden of proof allocation undermines the intended incentive effect of the Repair Directive. Even if the consumer is aware of the additional year of liability, the risk of evidentiary failure during this period remains substantial. It is therefore questionable whether a rational consumer, who is properly informed about these conditions, would indeed prefer repair to replacement. Since they are neither laid down in the statutory text nor generally known, but rather discussed only in specialised legal literature, a rational choice would presuppose their inclusion in the seller's information obligation. Particularly in cases where the defect occurs

51 Christoph Hanecker /Martin Schmidt-Kessel, 'Die Änderung des Warenkaufs durch die Reparaturrichtlinie (EU) 2024/1799' (2024), 21(6) GPR, p. 236, 238; Jung/Back (2025), p. 540.

52 Art. 11(1) Sale of Goods Directive.

53 Susanne Augenhofer in Beate Gsell et al. (eds.), beck-online.GROSSKOMMENTAR (1 June 2025), § 477 BGB, para. 2 et seq.

54 Hanecker/Schmidt-Kessel (2024), p. 238.

55 Jung/Back (2025), p. 540.

56 Stephan Lorenz in Jürgen Säcker et al. (eds.), Münchener Kommentar zum Bürgerlichen Gesetzbuch (2024), § 477 BGB, para. 18.

57 Ibid.

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one year after the handover of the product, the consumer's rational calculus will often favour replacement delivery, which not only provides a functioning product but also restarts the burden of proof reversal for another full year. This imbalance may explain an increase in repair intentions, especially when the defect arose early in the product's lifecycle. In this respect, the incentive mechanism appears fragile and susceptible to erosion over time.

F. Conclusion

The "Right to Repair" legislative bundle marks a recent, though incremental, attempt by the EU to promote sustainable economic development within the internal market. By adjusting warranty rights and their legal preconditions, the EU has established a new incentive structure designed to influence consumer behaviour in favour of repair rather than replacement. In particular, Article 16(2)(a) of the Repair Directive extends the liability period by an additional twelve months if the consumer opts for repair as the remedial measure to bring goods into conformity. While this additional year of warranty is intended to make repair a more attractive choice, its practical benefit for many consumers remains limited. The burden of proof continues to shift back to the consumer after the first year pursuant to Article 11(1) of the Sale of Goods Directive, irrespective of the extended liability period. Consequently, consumers may still perceive replacement as the less risky and more convenient option, especially when the evidentiary requirements of demonstrating a pre-existing defect become decisive.

From a sustainability perspective, the Repair Directive is a step forward, as it signals the EU's willingness to incentivise more resource-conserving consumption behaviour. However, it cannot be regarded as a transformative intervention capable of fundamentally altering established consumer preferences or the throwaway culture that prevails in many product segments. The effectiveness of the Directive will therefore largely depend on the practical implementation of its provisions in national laws, the transparency of information obligations imposed on sellers, and the degree to which consumers are made aware of both the advantages and disadvantages associated with repair. Experimental studies based on signalling theory have shown that extending the liability period can indeed increase consumers' intentions to choose repair. Yet, these positive effects are not uniform across all product categories and may depend on factors such as the elapsed time of use and the perceived durability of the product.

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Moreover, the asymmetry of information concerning the burden of proof poses a significant risk that consumers will overestimate the security afforded by the extended warranty period. While such overestimation may, in the short term, strengthen the Directive's incentive effect and increase the likelihood of repair, it does so at the expense of the principle of informed consumer decision-making. This hidden deficiency may therefore undermine the Directive's broader objective to reconcile sustainability with transparency and autonomy in consumer choice. In sum, the success of this incentive mechanism hinges on whether it can overcome structural and behavioural barriers in practice. Should the Directive fail to substantially increase the frequency with which consumers select repair over replacement, further legislative refinements may be necessary. Interdisciplinary research is indispensable to monitor the impact of the incentive structure and to identify any unintended consequences. It can also support the development of comprehensive measures that align consumer decision-making more consistently with the overarching goals of the European Green Deal.

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