

German Draft Bill Implementing Directive (EU) 2024/1799: The Introduction of the EU Right to Repair in Germany

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In an effort to foster the circular economy and sustainable consumption in the EU, and as part of the Green Deal objective to reduce greenhouse gas emissions, the EU adopted Directive (EU) 2024/1799 on common rules promoting the repair of goods (the **Directive**¹) on June 13, 2024. The Directive entered into force on July 30, 2024. With a view to the Directive's implementation deadline of July 31, 2026, the German Federal Ministry of Justice and Consumer Protection (the **Ministry**) published a draft ministerial bill on January 15, 2026 to transpose the Directive into German law (*Referentenentwurf*; the **Draft**²).

The Draft provides that consumers who purchase goods belonging to certain product categories are granted a completely new claim for repair against the manufacturer of the good (the **Right to Repair**), including against non-EU manufacturers. It also introduces certain consumer-friendly amendments to German sale of goods law, which governs claims against sellers.

This memorandum discusses the central elements of the proposed new rules, with a particular focus on the Right to Repair.

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¹ The Directive is available [here](#).

² The Draft is available [here](#).



1. The Directive – Content and Scope

The Directive aims to incentivize the repair of purchased goods that have become defective, primarily through two key amendments: (1) a newly introduced Right to Repair against the manufacturer of the good; and (2) an extension of the warranty period by 12 months for claims against the seller if the consumer-purchaser chooses the repair option instead of a replacement of the defective good.

The repair obligation of the manufacturer applies to the product categories listed in Annex II of the Directive – *i.e.*, “regulated” products for which the EU already sets repairability requirements. These include, among others, washing machines, refrigerators, dishwashers, electronic displays, vacuum cleaners, smartphones, tablets, and certain devices with batteries for light means of transport.³ The list can be extended in the future as new EU legislation introduces repairability requirements for additional product categories.

The repair obligation applies to all products placed on the EU market, regardless of where the manufacturer is based, and therefore likewise captures non-EU manufacturers. If no EU point of contact exists, responsibility travels down the supply chain – first to the authorized representative, then to the importer, then to the distributor.

2. Transposition in Germany – the Draft Bill of January 15, 2026

Lack of “repairability” as a new element of a “defect.” Irrespective of the Right to Repair, the Draft introduces “repairability” as a new requirement for a sold good to be “defect-free” within the meaning of German sale of goods law. The new requirement will apply across all types of sales contracts, *i.e.*, not only in the B2C context. Under the amended law, a product will be considered “defective” if it is not repairable – where a purchaser expects repairability for such a type of product. In the B2B context, based on German commercial law, this may arguably entail that commercial buyers will be obligated to promptly inspect delivered goods for repairability and notify their seller

of any defect in that regard without undue delay. In a B2B relationship, the goods will otherwise be deemed approved in terms of repairability, excluding any warranty claim against the seller in that regard.

Extension of warranty period where consumer chooses repair. The Draft establishes an extension of the statutory warranty period on certain conditions: If a consumer-purchaser of a defective good (who has warranty claims against the seller to remedy the defect) opts for repair rather than replacement, the limitation period for warranty claims against the seller will be extended by 12 months from the completion of the repair. To make this work in practice, sellers must actively inform the consumer before carrying out any remedy – both that the consumer has a choice, and which implications choosing repair has. This extension may amplify potential “limitation traps” in the supply chain, *i.e.*, for recourse claims of the final seller against an upstream supplier (a manufacturer or wholesaler), as the final seller will soon be confronted with extended liability toward its consumer-purchaser.

Right to Repair – repair claim against manufacturer. Probably the most significant change in the Draft will be the new stand-alone repair claim of the consumer against the manufacturer, which applies even long after the warranty period for claims against the seller has expired. To achieve the transposition into German law, the Draft introduces a completely new sub-section in the German Civil Code (*Bürgerliches Gesetzbuch*, or BGB⁴).

The key features of the Right to Repair are as follows:

- Granted only to **consumer-purchasers**.
- Applies solely to products falling within the **categories listed in Annex II of the Directive** (*i.e.*, products that have already been subject to EU repairability requirements).
- Requires that **claims against the seller are not or no longer available**.
- Ensures that the claim against the manufacturer exists for **as long as the manufacturer is required under EU law to ensure repairability** and spare parts availability (*i.e.*, not indefinitely, but for a defined period).

³ Annex II can be found [here](#) (p. 20).

⁴ An English translation of the BGB published by the Ministry can be found [here](#).

- Not necessarily free of charge, but **manufacturers may charge “reasonable” remuneration.**

If the manufacturer is seated outside the EU, the obligations pass on to the authorized representative in the EU, then to the importer, and then to the distributor of the good. This may mean that an EU subsidiary or local importer suddenly finds itself directly liable; this risk needs to be clearly addressed in sale, import, and distribution contracts going forward.

3. Enforcement – Violations of the Rules Implementing the Directive

A manufacturer who either unjustifiably refuses to repair a product in scope, installs technical locks that obstruct repair without legitimate justification, or fails to make spare parts available at reasonable prices, will be in breach of statutory obligations that consumers can enforce directly before German courts.

Beyond that, German consumer protection associations will be entitled to bring injunction claims against manufacturers under the German Injunctions Act (*Unterlassungsklagengesetz*, or **UKlaG**) for certain breaches of consumer protection obligations. This will create a risk of collective redress proceedings – beyond individual consumer claims. “EU representative actions” under the German law implementing the representative actions directive (EU) 2020/1828⁵ (*Verbraucherrecht durchsetzungsgesetz*, or **VDuG**) will also be available.

Furthermore, certain breaches may constitute unfair commercial practices under the German Act Against Unfair Competition (*Gesetz gegen unlauteren Wettbewerb*, or **UWG**⁶). For instance, misleading consumers about repairability or artificially inflating spare part prices in a way that effectively denies the repair right could attract UWG claims, including profit skimming (*Gewinnabschöpfung*) and injunctive relief. Competitors and trade associations are also entitled to bring such UWG claims, making this an exposure that extends well beyond the regulator.

⁵ The directive is available [here](#).

4. Outlook

The Ministry has announced that it expects the law-making process to be completed by the deadline set in the Directive, *i.e.*, by July 31, 2026.

The Draft provides that the new warranty-related rules – in particular, the extended limitation period – only apply to purchase contracts concluded from July 31, 2026 onwards. However, notably, the manufacturers’ repair obligation (*i.e.*, the Right to Repair for consumers) could apply immediately upon promulgation of the German transposing act and could in that case capture goods sold well before July 31, 2026. Existing and future contracts should therefore make sure they cover the related liability risks.

The direction of travel of EU consumer protection law continues to be clear. Designing for repairability, and building the operational infrastructure to support it, is increasingly becoming a baseline expectation for products sold in Europe – not as a differentiator, but as a key requirement to operate.

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⁶ An English translation of the UWG published by the Ministry can be found [here](#).