The new consumer protection legislation following the amendments introduced by Law 5317/2026

On 10 July 2026, Law 5317/2026 was published in the Government Gazette, entitled "Strengthening consumer protection in the areas of credit agreements, financial services and contracts concluded at a distance, off-premises and online – Transposition of Directives (EU) 2017/828, 2023/2225, 2023/2673, 2024/825, 2024/1799 and 2026/74 and other provisions" (hereinafter the **"Law"**).

The changes brought about by the Law to consumer protection law, amending Law 2251/1994, are summarised briefly below.

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1. Statutory guarantee (Articles 84–85 of the Law)

The Law transposed Directive (EU) 2024/825 on empowering consumers for the green transition through better protection against unfair practices and through better information (**'EmpCo Directive'**).

Suppliers are now required to inform the consumer, prior to the conclusion of the contract, of the existence of the statutory two-year guarantee that the goods conform to the contract, using the specific standardised form for the harmonised statutory guarantee notice. The standardised format of the form is laid down in Implementing Regulation (EU) 2025/1960. The form must be visible to consumers both in physical shops and in online shops (e-shops).

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2. Commercial durability guarantee (Articles 84–85 and 87 of the Law)

Where the manufacturer offers a commercial durability guarantee at no additional cost, covering the entire product (and not just its individual components) for a period exceeding two years, the supplier must inform the consumer using the harmonised mark

(GARAN), together with a reminder of the statutory guarantee.

The standardised format of the harmonised mark is laid down in Implementing Regulation (EU) 2025/1960 and must be communicated to the consumer as part of the pre-contractual information.

A false claim regarding the specific durability of a product under normal conditions of use is expressly classified as a misleading commercial practice.

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3. Right to repair (Articles 91–111 of the Law)

The Law transposed Directive (EU) 2024/1799 on common rules to promote the repair of goods (the "**Right to Repair Directive"**).

The manufacturer is obliged, at the consumer's request, to repair goods for which there are "repairability requirements" as described in Annex IV to Law 2251/1994 (such as, for example, domestic washing machines, refrigerators, mobile phones and tablets).

Repairs must be carried out free of charge or for a reasonable fee, within a reasonable time, with the option of providing a temporary replacement item. Furthermore, contractual clauses or hardware/software techniques that prevent repairs are prohibited, as is the exclusion of the use of genuine, second-hand or compatible spare parts by independent repairers.

Finally, a three-year limitation period is established for the purchaser's rights when repair is chosen as the remedy (by way of derogation from the two-year time limit set out in Article 554 of the Civil Code).

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4. Right of Withdrawal (Article 69)

In contracts concluded at a distance via an online interface, the supplier must provide a specific, permanently available withdrawal function.

This function must be labelled (e.g.

"Click here to withdraw") or bear other equally clear wording. Furthermore, this function must be available throughout the entire withdrawal period.

Finally, once the withdrawal function has been activated, the consumer must also be given the opportunity to confirm their choice in order to complete the withdrawal process.

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5. Environmental claims (Articles 86–90)

Claims regarding a product's environmental footprint that are not supported by sufficient evidence are considered prohibited misleading commercial practices.

Specifically, the following are prohibited:

(a) making a general environmental claim for which the supplier is unable to demonstrate recognised exceptional environmental performance (i.e. the product's compliance with the criteria laid down in Regulation (EC) No 66/2010 or other recognised eco-labelling standards).

(b) the use of an environmental claim relating to the supplier's entire product or business, when it concerns only a specific aspect of the product or a specific activity of the supplier's business;

(c) claims based on the offsetting of greenhouse gas emissions, according to which a product has a neutral, reduced or positive impact on the environment in terms of greenhouse gas emissions;

(d) Environmental claims relating to future environmental performance without substantiation through a detailed implementation plan, which includes measurable and time-bound targets and other relevant information to support its implementation.

It should be noted that the provisions of Law 5317/2026 concerning statutory and commercial guarantees, as well as environmental claims, come into force

on 27 September 2026. Consequently, companies engaged in B2C transactions must take the necessary steps to ensure timely compliance with the applicable legislation.

This summary is provided solely for general information purposes and does not include any specific terms or conditions, nor does it constitute specific legal advice regarding the interpretation or application of the provisions in question.

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