# GENERAL PRODUCT SAFETY - CHECKLIST OF REQUIREMENTS
# POST MARKET REQUIREMENTS

This supporting document is here to help you retrieve the set of requirements which apply to you depending on your situation regarding Regulation 2023/988 of 10 May 2023 on general product safety (GPSR).

This supporting document represent EDANA's interpretation of legal requirements and it is designed to assist in achieving compliance but may not cover every aspect of legal obligations. By using it, you recognize that it does not absolve your Company from its responsibility to comply with all relevant legal obligations.

This supporting document focuses on the list of requirements to comply with on a regular basis, when making a product available on the EU market. It does not provide the list of post-market requirements, nor requirements to comply with in case of an exceptional event, i.e. when a product is, or suspected to be dangerous. In this last scenario, please refer to the annex of the guidelines on post market requirements.

When using this supporting document, the first step is to assess my nature as an economic operator under the GPSR.

The second step is to check whether I complied with all the requirements listed in the worksheet which is relevant for me.



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# STEP 1 - WHAT ECONOMIC OPERATOR AM I UNDER THE GPSR?

*Under the GPSR, an economic operator is either the manufacturer, the authorised representative, the importer, the distributor, the fulfilment service provider or any other natural or legal person who is subject to obligations in relation to the manufacture of products or making them available on the market in accordance with the GPSR.*

**Which situation described below suits me the best?**

**I AM ESTABLISHED IN THE EU, AND:**

| | |
|---|---|
| I am a natural or legal person who manufactures a product or has a product designed or manufactured, and markets that product under my name or trademark. | **I am a MANUFACTURER**<br>**→ Refer to the EU MANUFACTURER whorksheet** |
| I am a natural or legal person who places a product on the market under my natural or legal person's name or trademark. | **I am a MANUFACTURER**<br>**→ Refer to the EU MANUFACTURER whorksheet** |
| I am a natural or legal person, other than the manufacturer, that substantially modifies the product*. | **I am a MANUFACTURER for the part of the product affected by the modification or for the entire product if the substantial modification has an impact on its safety.**<br>**→ Refer to the EU MANUFACTURER whorksheet** |
| I am a natural or legal person established within the Union who has received a written mandate from a manufacturer to act on that manufacturer's behalf in relation to specified tasks with regard to the manufacturer's obligations under the GPSR. | **I am an AUTHORISED REPRESENTATIVE who is responsible for the whole or only for part of the application of the GPSR, depending on the mandate delivered by the MANUFACTURER.**<br>**→ Refer to the EU MANUFACTURER whorksheet** |
| I am a natural or legal person established within the Union who places a product from a third country on the Union market. | **I am an IMPORTER**<br>**→ Refer to the IMPORTER whorksheet** |
| I am a natural or legal person in the supply chain who makes a product available on the market.<br>I do not manufacture the product or have the product designed or manufactured, and I do not market that product under my name or trademark.<br>I do not place the product from a third country on the Union market. | **I am a DISTRIBUTOR**<br>**→ Refer to the DISTRIBUTOR whorksheet** |
| I am a natural or legal person offering, in the course of commercial activity, at least two of the following services: warehousing, packaging, addressing and dispatching, without having ownership of the products involved, excluding postal services as defined in Article 2, point (1) of Directive 97/67/EC of the European Parliament and of the Council (27), parcel delivery services as defined in Article 2, point (2) of Regulation (EU) 2018/644 of the European Parliament and of the Council (28), and any other postal services or freight transport services. | **I am a FULFILMENT SERVICE PROVIDER** |

# STEP 1 - WHAT ECONOMIC OPERATOR AM I UNDER THE GPSR?

**IF I AM NOT ESTABLISHED IN THE EU, AND I WANT TO PLACE A PRODUCT ON THE EU MARKET, I SHALL APPOINT AN AUTHORISED REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR THE WHOLE APPLICATION OF THE GPSR:**

→ **Refer to the AUTHORISED REPRESENTATIVE and NON-EU MANUFACTURER whorksheet**

** A modification of a product, by physical or digital means, shall be deemed to be substantial where it has an impact on the safety of the product and the following criteria are met:*

*(a) the modification changes the product in a manner which was not foreseen in the initial risk assessment of the product;*
*(b) the nature of the hazard has changed, a new hazard has been created or the level of risk has increased because of the modification; and*
*(c) the modifications have not been made by the consumers themselves or on their behalf for their own use.*

# STEP 2 - EU MANUFACTURER

***EU MANUFACTURERS*** *(or* ***AUTHORISED REPRESENTATIVES*** *appointed by EU manufacturers) should assess whether they check the boxes below while and after placing their product on the market.*

*While authorised representatives should identify which of the requirements below are included in their mandate, the GPSR however provides that the mandate shall allow the authorised representative to perform at least the following tasks (Art. 10.2.):*

*1) providing a market surveillance authority, upon that authority's reasoned request, with all information and documentation necessary to demonstrate the safety of the product in an official language which can be understood by that authority;*
*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
*4) cooperating with the competent national authorities, at their request, on any action taken to eliminate in an effective manner the risks posed by products covered by their mandate.*

| **Requirement** | | **GPSR (Art. ...)** |
|---|---|---|
| **1. Proactive requirements (to be implemented on a permanent basis)** | | |
| After placing the product on the market: | | |
| I ensured that the technical documentation is up to date. | | 9.3. |
| I keep the technical documentation at the disposal of the market surveillance authorities for a period of 10 years after the product has been placed on the market and make that documentation available to those authorities upon request | | 9.3. |
| If the product is produced in series, I ensure that procedures are in place for them to remain in conformity with the general safety requirement | | 9.4. |
| I make publicly available communication channels such as a telephone number, electronic address or dedicated section of my website, taking into account accessibility needs for persons with disabilities, enabling consumers to submit complaints and to inform me of any accident or safety issue they have experienced with my product. | | 9.11. |

# STEP 2 - EU MANUFACTURER

***EU MANUFACTURERS*** *(or* ***AUTHORISED REPRESENTATIVES*** *appointed by EU manufacturers) should assess whether they check the boxes below while and after placing their product on the market.*

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*1) providing a market surveillance authority, upon that authority's reasoned request, with all information and documentation necessary to demonstrate the safety of the product in an official language which can be understood by that authority;*
*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
*4) cooperating with the competent national authorities, at their request, on any action taken to eliminate in an effective manner the risks posed by products covered by their mandate.*

## 2. Reactive requirements (to be implemented in case of an exceptional event)

### 2.1. In the case of dangerous products

Where I consider or have reason to believe, on the basis of the information in my possession, that a product which I have placed on the market is a dangerous product,

I shall immediately:

| Requirement | | GPSR (Art. 9.8.) |
|---|---|---|
| take the corrective measures necessary to bring in an effective manner the product into conformity, including a withdrawal or recall, as appropriate. | | 9.8(a) |
| inform consumers (via information to consumers and/or recall notice, see **Section 3.**), and give details, in particular, of the risk to the health and safety of consumers and of any corrective measure already taken, and, if available, of the quantity, by Member State, of products still circulating on the market. | | 9.8(b) |
| inform, through the Safety Business Gateway, the market surveillance authorities of the Member States in which the product has been made available on the market thereof, and give details, in particular, of the risk to the health and safety of consumers and of any corrective measure already taken, and, if available, of the quantity, by Member State, of products still circulating on the market. | | 9.8(c) |

I shall in a timely manner :

| | | |
|---|---|---|
| ensure that other economic operators, responsible persons, and providers of online marketplaces in the supply chain concerned are kept informed of any safety issue that they have identified. | | 9.10 |

### 2.2. In the case of accidents related to safety of products

| | | |
|---|---|---|
| I shall investigate complaints submitted, and information received on accidents, that concern the safety of products I made available on the market and which have been alleged to be dangerous by the complainant, and shall keep an internal register of those complaints as well as of product recalls and any corrective measures taken to bring the product into conformity. | | 9.12 |
| The internal register of complaints shall only store those personal data that are necessary for me to investigate the complaint about an alleged dangerous product. Such data shall only be kept as long as is necessary for the purposes of the investigation and in any event no longer than five years after the data have been entered. | | 9.13 |

# STEP 2 - EU MANUFACTURER

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*1) providing a market surveillance authority, upon that authority's reasoned request, with all information and documentation necessary to demonstrate the safety of the product in an official language which can be understood by that authority;*
*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
*4) cooperating with the competent national authorities, at their request, on any action taken to eliminate in an effective manner the risks posed by products covered by their mandate.*

| | **Requirement** | | **GPSR (Art. …)** |
|---|---|---|---|
| | I shall ensure that, through the Safety Business Gateway, an accident caused by a product placed or made available on the market is notified, without undue delay from the moment I know about the accident, to the competent authorities of the Member State where the accident has occurred. The notification shall include the type and identification number of the product as well as the circumstances of the accident, if known. I shall notify, upon request, to the competent authorities any other relevant information. | | 20.1. |
| | I shall notify the competent authorities of the occurrences associated with the use of a product that resulted in an individual's death or in serious adverse effects on that individual's health and safety, permanent or temporary, including injuries, other damage to the body, illnesses and chronic health effects. | | 20.2. |

# STEP 2 - EU MANUFACTURER

***EU MANUFACTURERS*** *(or* ***AUTHORISED REPRESENTATIVES*** *appointed by EU manufacturers) should assess whether they check the boxes below while and after placing their product on the market.*

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*1) providing a market surveillance authority, upon that authority's reasoned request, with all information and documentation necessary to demonstrate the safety of the product in an official language which can be understood by that authority;*
*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
*4) cooperating with the competent national authorities, at their request, on any action taken to eliminate in an effective manner the risks posed by products covered by their mandate.*

| **Requirement** | | **GPSR (Art. …)** |
|---|---|---|
| **2.3.** Cooperation with market surveillance authorities | | |
| On request by a market surveillance authority, | | |
| I shall provide all necessary information, in particular: | | 15.2. |
| a full description of the risk presented by the product, related complaints and known accidents. | | 15.2.(a) |
| a description of any corrective measure taken to address the risk. | | 15.2.(b) |
| I shall be able to present the information for a period of 10 years after they have been supplied with the product or after I have supplied the product, as applicable. | | 15.4. |
| I shall identify and communicate the following relevant traceability information for the product: | | 15.3 |
| any economic operator who has supplied them with the product, or with a part, a component or any software embedded into the product. | | 15.3.(a) |
| any economic operator to whom they have supplied the product. | | 15.3.(b) |
| I shall be able to present the information for a period of six years after they have been supplied with the product, or with a part, a component or any software embedded into the product, or after I have supplied the product, as applicable. | | 15.5. |
| I shall provide documented evidence of the checks performed regarding the technical documentation and the labelling obligations of the product (See **Annex on making products available on the market**). | | 16.2. |

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| **Requirement** | | **GPSR (Art. ...)** |
|---|---|---|

## 3. How to inform consumers on product safety

check here the template of product safety recall notices

| | | |
|---|---|---|
| In the case of a product safety recall, or where certain information has to be brought to the attention of consumers to ensure the safe use of a product ('safety warning'), I shall ensure that all affected consumers that can be identified are notified directly and without undue delay. If I collect my customers' personal data, I shall make use of that information for recalls and safety warnings. | | 35.1. |
| Where not all of the affected consumers can be contacted, I shall disseminate a clear and visible recall notice or safety warning through other appropriate channels, ensuring the widest possible reach including, where available, the company's website, social media channels, newsletters and retail outlets and, as appropriate, announcements in mass media and other communication channels. Information shall be accessible to persons with disabilities. | | 35.4. |

| | | |
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| Where information on a product safety recall is provided to consumers in a written form, it shall take the form of a recall notice, which can be easily understood by consumers shall be available in the language(s) of the Member State(s) where the product has been made available on the market and include the following elements: | | 36.1. |
| a headline consisting of the words 'Product safety recall'. | | 36.2.(a) |
| a clear description of the recalled product, including: | | 36.2.(b) |
| picture, name and brand of the product. | | 36.2.(b)(i) |
| product identification numbers, such as batch or serial number, and, if applicable, graphical indication of where to find them on the product. | | 36.2.(b)(ii) |
| information on when, where and by whom the product was sold, if available. | | 36.2.(b)(iii) |
| a clear description of the hazard associated with the recalled product, avoiding any elements that may decrease consumers' perception of risk, such as | | 36.2.(c) |
| a clear description of the action consumers should take, including an instruction to immediately stop using the recalled product. Disposal of the product by consumers shall only be included in the actions to be taken by consumers where such disposal can be carried out easily and safely by the consumer, and shall not affect the right of the consumer to receive a refund for or replacement of the recalled product (See **Section 4.**). | | 36.2.(d) |
| a clear description of the remedies available to consumers (see **Section 4.**). | | 36.2.(e) |
| a free phone number or interactive online service, where consumers can get more information in relevant official language(s) of the Union. | | 36.2.(f) |
| encouragement to share the information about the recall with other persons, if appropriate. | | 36.2.(g) |

| | | |
|---|---|---|
| Where I have in place product registration systems or customer loyalty programs enabling the identification of products bought by consumers for purposes other than contacting their customers with safety information, I shall offer the possibility to my customers to provide separate contact details only for safety-related purposes. The personal data collected for that purpose shall be limited to the necessary minimum and shall only be used to contact consumers in the event of a recall or safety warning. | | 35.2. |

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*1) providing a market surveillance authority, upon that authority's reasoned request, with all information and documentation necessary to demonstrate the safety of the product in an official language which can be understood by that authority;*
*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
*4) cooperating with the competent national authorities, at their request, on any action taken to eliminate in an effective manner the risks posed by products covered by their mandate.*

| **Requirement** | **GPSR (Art. …)** |
|---|---|

# STEP 2 - EU MANUFACTURER

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*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
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| **Requirement** | | **GPSR (Art. ...)** |
|---|---|---|

## 4. Remedies in the event of a product safety recall

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|---|---|---|
| In the case of a product safety recall initiated by me or ordered by a national competent authority, I shall offer the consumer an effective, cost-free and timely | | 37.1. |

| | | |
|---|---|---|
| Without prejudice to any other remedies that I may offer the consumer, I shall offer the consumer the choice between at least two of the following remedies: | | 37.2. |
| the repair of the recalled product. | | 37.2.(a) |
| a replacement of the recalled product with a safe one of the same type and at least the same value and quality. | | 37.2.(b) |
| an adequate refund of the value of the recalled product, provided that the amount of the refund shall be at least equal to the price paid by the consumer. | | 37.2.(c) |

OR

| | | |
|---|---|---|
| I may offer the consumer only one remedy where other remedies would be impossible or, compared to the proposed remedy, would impose costs on me that would be disproportionate, taking into account all circumstances, including whether the alternative remedy could be provided without significant inconvenience to the consumer. | | 37.2. |

| | | |
|---|---|---|
| If I have not completed the repair or replacement within a reasonable time and without significant inconvenience to the consumer, I shall entitle the consumer to a refund of the product. | | 37.2. |
| Where repair can be carried out easily and safely by the consumer and where envisaged in the recall notice, in such a way that repair by a consumer may be considered an effective remedy I shall provide consumers with the necessary instructions, free replacement parts or software updates. Repair by a consumer shall not deprive the consumer of the rights provided for in Directives (EU) 2019/770 and (EU) 2019/771. | | 37.3. |

| | | |
|---|---|---|
| The remedy shall not entail significant inconvenience for the consumer. The consumer shall not bear the costs of shipping or otherwise returning the product. For products that by their nature are not portable, I shall arrange for the collection of the product. | | 37.5. |

# STEP 2 - AUTHORISED REPRESENTATIVE and NON-EU MANUFACTURER

***Non-EU Manufacturers shall appoint an Authorised representative in order to place their product on the EU market.***

*In this situation, the mandate of the authorised representatives shall authorise the representative to perform at least the following tasks (Art. 10.2.):*

*1) providing a market surveillance authority, upon that authority's reasoned request, with all information and documentation necessary to demonstrate the safety of the product in an official language which can be understood by that authority;*
*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
*4) cooperating with the competent national authorities, at their request, on any action taken to eliminate in an effective manner the risks posed by products covered by their mandate.*

| **Requirement** | | **GPSR (Art. ...)** |
|---|---|---|

**1. Proactive requirements (to be implemented on a permanent basis)**

After placing the product on the market:

| | | |
|---|---|---|
| I ensured that the technical documentation is up to date. | | 9.3. |
| I keep the technical documentation at the disposal of the market surveillance authorities for a period of 10 years after the product has been placed on the market and make that documentation available to those authorities upon request | | 9.3. |
| If the product is produced in series, I ensure that procedures are in place for them to remain in conformity with the general safety requirement | | 9.4. |
| I make publicly available communication channels such as a telephone number, electronic address or dedicated section of my website, taking into account accessibility needs for persons with disabilities, enabling consumers to submit complaints and to inform me of any accident or safety issue they have experienced with my product. | | 9.11. |

# STEP 2 - AUTHORISED REPRESENTATIVE and NON-EU MANUFACTURER

***Non-EU Manufacturers shall appoint an Authorised representative in order to place their product on the EU market.***

*In this situation, the mandate of the authorised representatives shall authorise the representative to perform at least the following tasks (Art. 10.2.):*

*1) providing a market surveillance authority, upon that authority's reasoned request, with all information and documentation necessary to demonstrate the safety of the product in an official language which can be understood by that authority;*
*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
*4) cooperating with the competent national authorities, at their request, on any action taken to eliminate in an effective manner the risks posed by products covered by their mandate.*

| **Requirement** | | **GPSR (Art. ...)** |
|---|---|---|
| **2. Reactive requirements (to be implemented in case of an exceptional event)** | | |
| **2.1.** In the case of dangerous products | | |
| Where I consider or have reason to believe, on the basis of the information in my possession, that a product which I have placed on the market is a dangerous product, | | |
| I shall immediately: | | 9.8. |
| take the corrective measures necessary to bring in an effective manner the product into conformity, including a withdrawal or recall, as appropriate. | | 9.8(a) |
| inform consumers (via information to consumers and/or recall notice, see **Section 3.**), and give details, in particular, of the risk to the health and safety of consumers and of any corrective measure already taken, and, if available, of the quantity, by Member State, of products still circulating on the market. | | 9.8(b) |
| inform, through the Safety Business Gateway, the market surveillance authorities of the Member States in which the product has been made available on the market thereof, and give details, in particular, of the risk to the health and safety of consumers and of any corrective measure already taken, and, if available, of the quantity, by Member State, of products still circulating on the market. | | 9.8(c) |
| I shall in a timely manner : | | |
| ensure that other economic operators, responsible persons, and providers of online marketplaces in the supply chain concerned are kept informed of any safety issue that they have identified. | | 9.10 |

# STEP 2 - AUTHORISED REPRESENTATIVE and NON-EU MANUFACTURER

***Non-EU Manufacturers shall appoint an Authorised representative in order to place their product on the EU market.***

*In this situation, the mandate of the authorised representatives shall authorise the representative to perform at least the following tasks (Art. 10.2.):*

*1) providing a market surveillance authority, upon that authority's reasoned request, with all information and documentation necessary to demonstrate the safety of the product in an official language which can be understood by that authority;*
*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
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| **Requirement** | | **GPSR (Art. ...)** |
|---|---|---|

**2.2.** In the case of accidents related to safety of products

| | | |
|---|---|---|
| I shall investigate complaints submitted, and information received on accidents, that concern the safety of products I made available on the market and which have been alleged to be dangerous by the complainant, and shall keep an internal register of those complaints as well as of product recalls and any corrective measures taken to bring the product into conformity. | | 9.12 |
| The internal register of complaints shall only store those personal data that are necessary for me to investigate the complaint about an alleged dangerous product. Such data shall only be kept as long as is necessary for the purposes of the investigation and in any event no longer than five years after the data have been entered. | | 9.13 |

| | | |
|---|---|---|
| I shall ensure that, through the Safety Business Gateway, an accident caused by a product placed or made available on the market is notified, without undue delay from the moment I know about the accident, to the competent authorities of the Member State where the accident has occurred. The notification shall include the type and identification number of the product as well as the circumstances of the accident, if known. I shall notify, upon request, to the competent authorities any other relevant information. | | 20.1. |
| I shall notify the competent authorities of the occurrences associated with the use of a product that resulted in an individual's death or in serious adverse effects on that individual's health and safety, permanent or temporary, including injuries, other damage to the body, illnesses and chronic health effects. | | 20.2. |

# STEP 2 - AUTHORISED REPRESENTATIVE and NON-EU MANUFACTURER

***Non-EU Manufacturers shall appoint an Authorised representative in order to place their product on the EU market.***

*In this situation, the mandate of the authorised representatives shall authorise the representative to perform at least the following tasks (Art. 10.2.):*

*1) providing a market surveillance authority, upon that authority's reasoned request, with all information and documentation necessary to demonstrate the safety of the product in an official language which can be understood by that authority;*
*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
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| **Requirement** | | **GPSR (Art. ...)** |
|---|---|---|
| **2.3.** Cooperation with market surveillance authorities | | |
| On request by a market surveillance authority, | | |
| I shall provide all necessary information, in particular: | | 15.2. |
| a full description of the risk presented by the product, related complaints and known accidents. | | 15.2.(a) |
| a description of any corrective measure taken to address the risk. | | 15.2.(b) |
| I shall be able to present the information for a period of 10 years after they have been supplied with the product or after I have supplied the product, as applicable. | | 15.4. |
| I shall identify and communicate the following relevant traceability information for the product: | | 15.3 |
| any economic operator who has supplied them with the product, or with a part, a component or any software embedded into the product. | | 15.3.(a) |
| any economic operator to whom they have supplied the product. | | 15.3.(b) |
| I shall be able to present the information for a period of six years after they have been supplied with the product, or with a part, a component or any software embedded into the product, or after I have supplied the product, as applicable. | | 15.5. |
| I shall provide documented evidence of the checks performed regarding the technical documentation and the labelling obligations of the product (See **Annex on making products available on the market**). | | 16.2. |

# STEP 2 - AUTHORISED REPRESENTATIVE and NON-EU MANUFACTURER

***Non-EU Manufacturers shall appoint an Authorised representative in order to place their product on the EU market.***

*In this situation, the mandate of the authorised representatives shall authorise the representative to perform at least the following tasks (Art. 10.2.):*

*1) providing a market surveillance authority, upon that authority's reasoned request, with all information and documentation necessary to demonstrate the safety of the product in an official language which can be understood by that authority;*
*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
*4) cooperating with the competent national authorities, at their request, on any action taken to eliminate in an effective manner the risks posed by products covered by their mandate.*

| **Requirement** | | **GPSR (Art. ...)** |
|---|---|---|

## 3. How to inform consumers on product safety

check here the template of product safety recall notices

| | | |
|---|---|---|
| In the case of a product safety recall, or where certain information has to be brought to the attention of consumers to ensure the safe use of a product ('safety warning'), I shall ensure that all affected consumers that can be identified are notified directly and without undue delay. If I collect my customers' personal data, I shall make use of that information for recalls and safety warnings. | | 35.1. |
| Where not all of the affected consumers can be contacted, I shall disseminate a clear and visible recall notice or safety warning through other appropriate channels, ensuring the widest possible reach including, where available, the company's website, social media channels, newsletters and retail outlets and, as appropriate, announcements in mass media and other communication channels. Information shall be accessible to persons with disabilities. | | 35.4. |

| | | |
|---|---|---|
| Where information on a product safety recall is provided to consumers in a written form, it shall take the form of a recall notice, which can be easily understood by consumers shall be available in the language(s) of the Member State(s) where the product has been made available on the market and include the following elements: | | 36.1. |
| a headline consisting of the words 'Product safety recall'. | | 36.2.(a) |
| a clear description of the recalled product, including: | | 36.2.(b) |
| picture, name and brand of the product. | | 36.2.(b)(i) |
| product identification numbers, such as batch or serial number, and, if applicable, graphical indication of where to find them on the product. | | 36.2.(b)(ii) |
| information on when, where and by whom the product was sold, if available. | | 36.2.(b)(iii) |
| a clear description of the hazard associated with the recalled product, avoiding any elements that may decrease consumers' perception of risk, such as | | 36.2.(c) |
| a clear description of the action consumers should take, including an instruction to immediately stop using the recalled product. Disposal of the product by consumers shall only be included in the actions to be taken by consumers where such disposal can be carried out easily and safely by the consumer, and shall not affect the right of the consumer to receive a refund for or replacement of the recalled product (See **Section 4.**). | | 36.2.(d) |
| a clear description of the remedies available to consumers (see **Section 4.**). | | 36.2.(e) |
| a free phone number or interactive online service, where consumers can get more information in relevant official language(s) of the Union. | | 36.2.(f) |
| encouragement to share the information about the recall with other persons, if appropriate. | | 36.2.(g) |

| | | |
|---|---|---|
| Where I have in place product registration systems or customer loyalty programs enabling the identification of products bought by consumers for purposes other than contacting their customers with safety information, I shall offer the possibility to my customers to provide separate contact details only for safety-related purposes. The personal data collected for that purpose shall be limited to the necessary minimum and shall only be used to contact consumers in the event of a recall or safety warning. | | 35.2. |

# STEP 2 - AUTHORISED REPRESENTATIVE and NON-EU MANUFACTURER

***Non-EU Manufacturers shall appoint an Authorised representative in order to place their product on the EU market.***

*In this situation, the mandate of the authorised representatives shall authorise the representative to perform at least the following tasks (Art. 10.2.):*

*1) providing a market surveillance authority, upon that authority's reasoned request, with all information and documentation necessary to demonstrate the safety of the product in an official language which can be understood by that authority;*
*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
*4) cooperating with the competent national authorities, at their request, on any action taken to eliminate in an effective manner the risks posed by products covered by their mandate.*

| **Requirement** | | **GPSR (Art. ...)** |
|---|---|---|

## 4. Remedies in the event of a product safety recall

| | | |
|---|---|---|
| In the case of a product safety recall initiated by me or ordered by a national competent authority, I shall offer the consumer an effective, cost-free and timely | | 37.1. |

| | | |
|---|---|---|
| Without prejudice to any other remedies that I may offer the consumer, I shall offer the consumer the choice between at least two of the following remedies: | | 37.2. |
| the repair of the recalled product. | | 37.2.(a) |
| a replacement of the recalled product with a safe one of the same type and at least the same value and quality. | | 37.2.(b) |
| an adequate refund of the value of the recalled product, provided that the amount of the refund shall be at least equal to the price paid by the consumer. | | 37.2.(c) |

OR

| | | |
|---|---|---|
| I may offer the consumer only one remedy where other remedies would be impossible or, compared to the proposed remedy, would impose costs on me that would be disproportionate, taking into account all circumstances, including whether the alternative remedy could be provided without significant inconvenience to the consumer. | | 37.2. |

| | | |
|---|---|---|
| If I have not completed the repair or replacement within a reasonable time and without significant inconvenience to the consumer, I shall entitle the consumer to a refund of the product. | | 37.2. |
| Where repair can be carried out easily and safely by the consumer and where envisaged in the recall notice, in such a way that repair by a consumer may be considered an effective remedy I shall provide consumers with the necessary instructions, free replacement parts or software updates. Repair by a consumer shall not deprive the consumer of the rights provided for in Directives (EU) 2019/770 and (EU) 2019/771. | | 37.3. |

| | | |
|---|---|---|
| The remedy shall not entail significant inconvenience for the consumer. The consumer shall not bear the costs of shipping or otherwise returning the product. For products that by their nature are not portable, I shall arrange for the collection of the product. | | 37.5. |

# STEP 2 - AUTHORISED REPRESENTATIVE and NON-EU MANUFACTURER

***Non-EU Manufacturers shall appoint an Authorised representative in order to place their product on the EU market.***

*In this situation, the mandate of the authorised representatives shall authorise the representative to perform at least the following tasks (Art. 10.2.):*

*1) providing a market surveillance authority, upon that authority's reasoned request, with all information and documentation necessary to demonstrate the safety of the product in an official language which can be understood by that authority;*
*2) where the authorised representative considers or has reason to believe that a product in question is a dangerous product, informing the manufacturer thereof;*
*3) informing the competent national authorities about any action taken to eliminate the risks posed by products covered by their mandate through a notification in the Safety Business Gateway, where the information has not been already provided by the manufacturer or upon instruction of the manufacturer;*
*4) cooperating with the competent national authorities, at their request, on any action taken to eliminate in an effective manner the risks posed by products covered by their mandate.*

| **Requirement** | **GPSR (Art. …)** |
|---|---|

# STEP 2 - IMPORTER

| Requirement | | GPSR (Art. ...) |
|---|---|---|

## 1. Proactive requirements (to be implemented on a permanent basis)

After making the product available on the market:

| | | |
|---|---|---|
| I shall keep the copy of technical documentation at the disposal of the market surveillance authorities for a period of 10 years after they have placed the product on the market and shall ensure that the documents, as applicable, can be made available to those authorities, upon request. | | 11.6. |

| | | |
|---|---|---|
| I make shall verify whether the communication channels of the manufacturer are publicly available to consumers, thereby allowing them to present complaints and communicate any accident or safety issue they have experienced with the product. If such channels are not available, importers shall provide for them, taking into account accessibility needs for persons with disabilities. | | 11.9. |

## 2. Reactive requirements (to be implemented in case of an exceptional event)

**2.1.** In the case of dangerous products

BEFORE PLACING THE PRODUCT ON THE MARKET

| Where I consider or have reason to believe, on the basis of the information in my possession, that a product is not in conformity with: | | 11.2. |
|---|---|---|
| the general safety requirement | | 5. |
| the manufacturer's obligation to carry out an internal risk analysis and draw up technical documentation | | 9.2. |
| the manufacturer's obligation to label the indentification of the product | | 9.5. |
| the manufacturer's obligation to label the indentification of the manufacturer | | 9.6. |
| I shall not place the product on the market until the product has been brought into conformity. | | 11.2. |

Where the product is a dangerous product, I shall immediately:

| | | |
|---|---|---|
| inform the manufacturer thereof and ensure that the market surveillance authorities are informed thereof through the Safety Business Gateway. | | 11.2. |

# STEP 2 - IMPORTER

| Requirement | | GPSR (Art. ...) |
|---|---|---|
| AFTER PLACING THE PRODUCT AVAILABLE ON THE MARKET | | |
| Where I consider or have reason to believe, on the basis of the information in my possession, that a product which it has placed on the market is a dangerous product, I shall immediately: | | 11.8. |
| inform the manufacturer thereof. | | 11.8.(a) |
| ensure that the corrective measures necessary to bring in an effective manner the product into conformity are taken including withdrawal or recall, as appropriate; where such measures have not been taken, I shall immediately take them. | | 11.8.(b) |
| ensure that consumers are immediately informed thereof (via information to consumers and/or recall notice, see **Section 3.**), and give details, in particular, of the risk to the health and safety of consumers and of any corrective measure already taken, and, if available, of the quantity, by Member State, of products still circulating on the market. | | 11.8.(c) |
| inform the market surveillance authorities of the Member States in which the product has been made available on the market thereof, through the Safety Business Gateway, and give details, in particular, of the risk to the health and safety of consumers and of any corrective measure already taken, and, if available, of the quantity, by Member State, of products still circulating on the market. | | 11.8.(d) |

**2.2.** In the case of accidents related to safety of products

| | | |
|---|---|---|
| I shall investigate complaints submitted, and information received on accidents, that concern the safety of products they made available on the market, which the complainant has alleged to be dangerous, and file those complaints, as well as product recalls and any corrective measures taken to bring the product into conformity, in the register of the manufacturer, or in my own internal register. | | 11.10. |
| I shall keep the manufacturer, distributors and, where relevant, fulfilment service providers and providers of online marketplaces informed in a timely manner of the investigation performed and of the results of the investigation. | | 11.10. |
| The register of complaints shall only store those personal data that are necessary for me to investigate the complaint about an alleged dangerous product. Such data shall only be kept as long as is necessary for the purposes of the investigation and in any event no longer than five years after the data have been entered. | | 11.11 |
| If I have knowledge of an accident caused by a product that I placed or made available on the market, I shall without undue delay inform the manufacturer thereof. The manufacturer may instruct me to make the notification (on the content and procedure of the notification, refer to **Section 2.2. of the EU MANUFACTURER spreadsheet**). | | 20.3. |

# STEP 2 - IMPORTER

| Requirement | | GPSR (Art. ...) |
|---|---|---|

**2.3.** Cooperation with market surveillance authorities

On request by a market surveillance authority,

I shall provide all necessary information, in particular: 15.2.

| | | |
|---|---|---|
| a full description of the risk presented by the product, related complaints and known accidents. | | 15.2.(a) |
| a description of any corrective measure taken to address the risk. | | 15.2.(b) |

| | | |
|---|---|---|
| I shall be able to present the information for a period of 10 years after they have been supplied with the product or after I have supplied the product, as applicable. | | 15.4. |

I shall identify and communicate the following relevant traceability information for the product: 15.3

| | | |
|---|---|---|
| any economic operator who has supplied them with the product, or with a part, a component or any software embedded into the product. | | 15.3.(a) |
| any economic operator to whom they have supplied the product. | | 15.3.(b) |

| | | |
|---|---|---|
| I shall be able to present the information for a period of six years after they have been supplied with the product, or with a part, a component or any software embedded into the product, or after I have supplied the product, as applicable. | | 15.5. |

| | | |
|---|---|---|
| I shall provide documented evidence of the checks performed regarding the technical documentation and the labelling obligations of the product (See **Annex on making products available on the market**). | | 16.2. |

# STEP 2 - IMPORTER

| Requirement | | GPSR (Art. ...) |
|---|---|---|

## 3. How to inform consumers on product safety

check here the template of product safety recall notices

| | | |
|---|---|---|
| In the case of a product safety recall, or where certain information has to be brought to the attention of consumers to ensure the safe use of a product ('safety warning'), I shall ensure that all affected consumers that can be identified are notified directly and without undue delay. If I collect my customers' personal data, I shall make use of that information for recalls and safety warnings. | | 35.1. |
| Where not all of the affected consumers can be contacted, I shall disseminate a clear and visible recall notice or safety warning through other appropriate channels, ensuring the widest possible reach including, where available, the company's website, social media channels, newsletters and retail outlets and, as appropriate, announcements in mass media and other communication channels. Information shall be accessible to persons with disabilities. | | 35.4. |

| | | |
|---|---|---|
| Where information on a product safety recall is provided to consumers in a written form, it shall take the form of a recall notice, which can be easily understood by consumers shall be available in the language(s) of the Member State(s) where the product has been made available on the market and include the following elements: | | 36.1. |
| a headline consisting of the words 'Product safety recall'. | | 36.2.(a) |
| a clear description of the recalled product, including: | | 36.2.(b) |
| picture, name and brand of the product. | | 36.2.(b)(i) |
| product identification numbers, such as batch or serial number, and, if applicable, graphical indication of where to find them on the product. | | 36.2.(b)(ii) |
| information on when, where and by whom the product was sold, if available. | | 36.2.(b)(iii) |
| a clear description of the hazard associated with the recalled product, avoiding any elements that may decrease consumers' perception of risk, such as | | 36.2.(c) |
| a clear description of the action consumers should take, including an instruction to immediately stop using the recalled product. Disposal of the product by consumers shall only be included in the actions to be taken by consumers where such disposal can be carried out easily and safely by the consumer, and shall not affect the right of the consumer to receive a refund for or replacement of the recalled product (See **Section 4.**). | | 36.2.(d) |
| a clear description of the remedies available to consumers (see **Section 4.**). | | 36.2.(e) |
| a free phone number or interactive online service, where consumers can get more information in relevant official language(s) of the Union. | | 36.2.(f) |
| encouragement to share the information about the recall with other persons, if appropriate. | | 36.2.(g) |

| | | |
|---|---|---|
| Where I have in place product registration systems or customer loyalty programs enabling the identification of products bought by consumers for purposes other than contacting their customers with safety information, I shall offer the possibility to my customers to provide separate contact details only for safety-related purposes. The personal data collected for that purpose shall be limited to the necessary minimum and shall only be used to contact consumers in the event of a recall or safety warning. | | 35.2. |

# STEP 2 - IMPORTER

| Requirement | | GPSR (Art. ...) |
|---|---|---|

## 4. Remedies in the event of a product safety recall

| | | |
|---|---|---|
| In the case of a product safety recall initiated by me or ordered by a national competent authority, I shall offer the consumer an effective, cost-free and timely | | 37.1. |

| | | |
|---|---|---|
| Without prejudice to any other remedies that I may offer the consumer, I shall offer the consumer the choice between at least two of the following remedies: | | 37.2. |
| the repair of the recalled product. | | 37.2.(a) |
| a replacement of the recalled product with a safe one of the same type and at least the same value and quality. | | 37.2.(b) |
| an adequate refund of the value of the recalled product, provided that the amount of the refund shall be at least equal to the price paid by the consumer. | | 37.2.(c) |

OR

| | | |
|---|---|---|
| I may offer the consumer only one remedy where other remedies would be impossible or, compared to the proposed remedy, would impose costs on me that would be disproportionate, taking into account all circumstances, including whether the alternative remedy could be provided without significant inconvenience to the consumer. | | 37.2. |

| | | |
|---|---|---|
| If I have not completed the repair or replacement within a reasonable time and without significant inconvenience to the consumer, I shall entitle the consumer to a refund of the product. | | 37.2. |
| Where repair can be carried out easily and safely by the consumer and where envisaged in the recall notice, in such a way that repair by a consumer may be considered an effective remedy I shall provide consumers with the necessary instructions, free replacement parts or software updates. Repair by a consumer shall not deprive the consumer of the rights provided for in Directives (EU) 2019/770 and (EU) 2019/771. | | 37.3. |

| | | |
|---|---|---|
| The remedy shall not entail significant inconvenience for the consumer. The consumer shall not bear the costs of shipping or otherwise returning the product. For products that by their nature are not portable, I shall arrange for the collection of the product. | | 37.5. |

# STEP 2 - DISTRIBUTOR

| Requirement | | GPSR (Art. ...) |
|---|---|---|

## 1. Proactive requirements (to be implemented on a permanent basis)

After making the product available on the market:

| | | |
|---|---|---|
| I shall keep the copy of technical documentation at the disposal of the market surveillance authorities for a period of 10 years after they have placed the product on the market and shall ensure that the documents, as applicable, can be made available to those authorities, upon request. | | 11.6. |
| I make shall verify whether the communication channels of the manufacturer are publicly available to consumers, thereby allowing them to present complaints and communicate any accident or safety issue they have experienced with the product. If such channels are not available, importers shall provide for them, taking into account accessibility needs for persons with disabilities. | | 11.9. |

## 2. Reactive requirements (to be implemented in case of an exceptional event)

**2.1.** In the case of dangerous products

BEFORE MAKING THE PRODUCT AVAILABLE ON THE MARKET

| Where I consider or have reason to believe, on the basis of the information in my possession, that a product is not in conformity with: | | 12.3. |
|---|---|---|
| the general safety requirement | | 5. |
| the manufacturer's obligation to label the indentification of the product | | 9.5. |
| the manufacturer's obligation to label the indentification of the manufacturer | | 9.6. |
| the manufacturer's obligation to accompany the product by clear instructions and safety information | | 9.7. |
| the manufacturer's obligation to label the indentification of the importer | | 11.3. |
| the importer obligation to accompany the product by clear instructions and safety information | | 11.4. |
| I shall not make the product available on the market until the product has been brought into conformity. | | 12.3. |

# STEP 2 - DISTRIBUTOR

| Requirement | | GPSR (Art. ...) |
|---|---|---|

AFTER MAKING THE PRODUCT AVAILABLE ON THE MARKET

Where I consider or have reason to believe, on the basis of the information in my possession, that a product which it made available on the market is a dangerous product, or is not in conformity with: 12.4

| | | |
|---|---|---|
| the general safety requirement | | 5. |
| the manufacturer's obligation to label the indentification of the product | | 9.5. |
| the manufacturer's obligation to label the indentification of the manufacturer | | 9.6. |
| the manufacturer's obligation to accompany the product by clear instructions and safety information | | 9.7. |
| the manufacturer's obligation to label the indentification of the importer | | 11.3. |
| the importer obligation to accompany the product by clear instructions and safety information | | 11.4. |

I shall: 12.4

| | | |
|---|---|---|
| immediately inform the manufacturer or the importer, as applicable, thereof. | | 12.4.(a) |
| ensure that the corrective measures necessary to bring in an effective manner the product into conformity are taken, including withdrawal or recall, as appropriate, and give appropriate details available to it of the risk to health and safety of consumers, of the number of products involved and of any corrective measure already | | 12.4.(b) |
| ensure that the market surveillance authorities of the Member States in which the product has been made available on the market are immediately informed thereof through the Safety Business Gateway,and give appropriate details available to it of the risk to health and safety of consumers, of the number of products involved and of any corrective measure already taken. | | 12.4.(c) |

**2.2.** Cooperation with market surveillance authorities

On request by a market surveillance authority,

I shall provide all necessary information, in particular: 15.2.

| | | |
|---|---|---|
| a full description of the risk presented by the product, related complaints and known accidents. | | 15.2.(a) |
| a description of any corrective measure taken to address the risk. | | 15.2.(b) |

| | | |
|---|---|---|
| I shall be able to present the information for a period of 10 years after they have been supplied with the product or after I have supplied the product, as applicable. | | 15.4. |

I shall identify and communicate the following relevant traceability information for the product: 15.3

| | | |
|---|---|---|
| any economic operator who has supplied them with the product, or with a part, a component or any software embedded into the product. | | 15.3.(a) |
| any economic operator to whom they have supplied the product. | | 15.3.(b) |

| | | |
|---|---|---|
| I shall be able to present the information for a period of six years after they have been supplied with the product, or with a part, a component or any software embedded into the product, or after I have supplied the product, as applicable. | | 15.5. |

| | | |
|---|---|---|
| I shall provide documented evidence of the checks performed regarding the technical documentation and the labelling obligations of the product (See **Annex on making products available on the market**). | | 16.2. |

# STEP 2 - DISTRIBUTOR

| Requirement | | GPSR (Art. ...) |
|---|---|---|

## 3. How to inform consumers on product safety

check here the template of product safety recall notices

| | | |
|---|---|---|
| In the case of a product safety recall, or where certain information has to be brought to the attention of consumers to ensure the safe use of a product ('safety warning'), I shall ensure that all affected consumers that can be identified are notified directly and without undue delay. If I collect my customers' personal data, I shall make use of that information for recalls and safety warnings. | | 35.1. |
| Where not all of the affected consumers can be contacted, I shall disseminate a clear and visible recall notice or safety warning through other appropriate channels, ensuring the widest possible reach including, where available, the company's website, social media channels, newsletters and retail outlets and, as appropriate, announcements in mass media and other communication channels. Information shall be accessible to persons with disabilities. | | 35.4. |

| | | |
|---|---|---|
| Where information on a product safety recall is provided to consumers in a written form, it shall take the form of a recall notice, which can be easily understood by consumers shall be available in the language(s) of the Member State(s) where the product has been made available on the market and include the following elements: | | 36.1. |
| a headline consisting of the words 'Product safety recall'. | | 36.2.(a) |
| a clear description of the recalled product, including: | | 36.2.(b) |
| picture, name and brand of the product. | | 36.2.(b)(i) |
| product identification numbers, such as batch or serial number, and, if applicable, graphical indication of where to find them on the product. | | 36.2.(b)(ii) |
| information on when, where and by whom the product was sold, if available. | | 36.2.(b)(iii) |
| a clear description of the hazard associated with the recalled product, avoiding any elements that may decrease consumers' perception of risk, such as | | 36.2.(c) |
| a clear description of the action consumers should take, including an instruction to immediately stop using the recalled product. Disposal of the product by consumers shall only be included in the actions to be taken by consumers where such disposal can be carried out easily and safely by the consumer, and shall not affect the right of the consumer to receive a refund for or replacement of the recalled product (See **Section 4.**). | | 36.2.(d) |
| a clear description of the remedies available to consumers (see **Section 4.**). | | 36.2.(e) |
| a free phone number or interactive online service, where consumers can get more information in relevant official language(s) of the Union. | | 36.2.(f) |
| encouragement to share the information about the recall with other persons, if appropriate. | | 36.2.(g) |

| | | |
|---|---|---|
| Where I have in place product registration systems or customer loyalty programs enabling the identification of products bought by consumers for purposes other than contacting their customers with safety information, I shall offer the possibility to my customers to provide separate contact details only for safety-related purposes. The personal data collected for that purpose shall be limited to the necessary minimum and shall only be used to contact consumers in the event of a recall or safety warning. | | 35.2. |

# STEP 2 - DISTRIBUTOR

| Requirement | | GPSR (Art. ...) |
|---|---|---|

## 4. Remedies in the event of a product safety recall

| | | |
|---|---|---|
| In the case of a product safety recall initiated by me or ordered by a national competent authority, I shall offer the consumer an effective, cost-free and timely | | 37.1. |

| | | |
|---|---|---|
| Without prejudice to any other remedies that I may offer the consumer, I shall offer the consumer the choice between at least two of the following remedies: | | 37.2. |
| the repair of the recalled product. | | 37.2.(a) |
| a replacement of the recalled product with a safe one of the same type and at least the same value and quality. | | 37.2.(b) |
| an adequate refund of the value of the recalled product, provided that the amount of the refund shall be at least equal to the price paid by the consumer. | | 37.2.(c) |

OR

| | | |
|---|---|---|
| I may offer the consumer only one remedy where other remedies would be impossible or, compared to the proposed remedy, would impose costs on me that would be disproportionate, taking into account all circumstances, including whether the alternative remedy could be provided without significant inconvenience to the consumer. | | 37.2. |

| | | |
|---|---|---|
| If I have not completed the repair or replacement within a reasonable time and without significant inconvenience to the consumer, I shall entitle the consumer to a refund of the product. | | 37.2. |
| Where repair can be carried out easily and safely by the consumer and where envisaged in the recall notice, in such a way that repair by a consumer may be considered an effective remedy I shall provide consumers with the necessary instructions, free replacement parts or software updates. Repair by a consumer shall not deprive the consumer of the rights provided for in Directives (EU) 2019/770 and (EU) 2019/771. | | 37.3. |

| | | |
|---|---|---|
| The remedy shall not entail significant inconvenience for the consumer. The consumer shall not bear the costs of shipping or otherwise returning the product. For products that by their nature are not portable, I shall arrange for the collection of the product. | | 37.5. |