

### **Overview**

# Legally Mandatory Product Details

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# **Overview: Key Product Details**

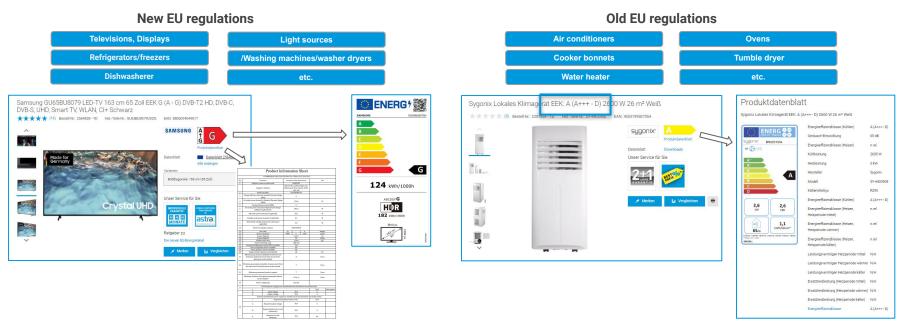
- 1. Energy Efficiency Ratings
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- 3. Consumer Award Badges
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The energy efficiency class (EEK) is a rating scale that allows a comparison of the product based on its energy demand (electricity or other energy sources) and other usage characteristics. In addition to the EEK rating, it is mandatory to provide an energy label online with the information required by the EU, as well as a product data sheet.

In the case of products for which there are already new EU regulations, the energy label and product data sheet should ideally be made available from the EPREL database. In the web shop, the energy label is shown by clicking on the EE arrow, the product data sheet by clicking on the "Product data sheet" link below it.



### 2. Unit pricing



The Price Indication Ordinance (PAngV) in Germany requires that in trade with end consumers for certain products (offered by weight, volume, length or area) not only the total price but also the basic price is indicated. This information is also mandatory in other European countries (however, there may be additional special regulations).

This additional indication (price related to 1 kg, 1 m, 1 L, 1 m<sup>2</sup> or 1 m<sup>3</sup>) is intended to make it easier for the end consumer to compare prices between different content quantities/package sizes/etc. and to save a conversion.





Example: 25 m /100 m network cable - it is clearly evident that the 100 m cable is significantly cheaper (1 m = 0.52 € instead of 1 m = 1.04 Euro).

In the interest of price clarity, the basic price is intended to enable the end consumer to make a price comparison without difficulty by easily grasping the price-quantity ratio expressed in a packaging-neutral manner.

This converted price per unit of quantity (basic price) must be displayed unambiguously, clearly recognisable and legible within the offer for all goods offered by weight, volume, length or area.

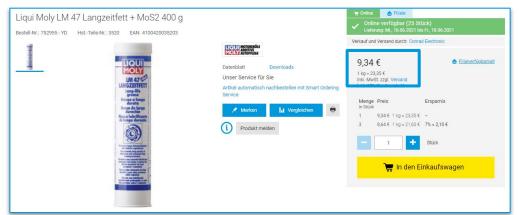
Individual price reductions (but not generally required prices) are exempt from the obligation to indicate basic prices. Value added taxes and "other price components" are inclusive.

Examples of basic price indication in the web shop can be found on the next 2 pages.

# 2. Grundpreisangabe

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#### Online shop layout



**Example: Weight** 

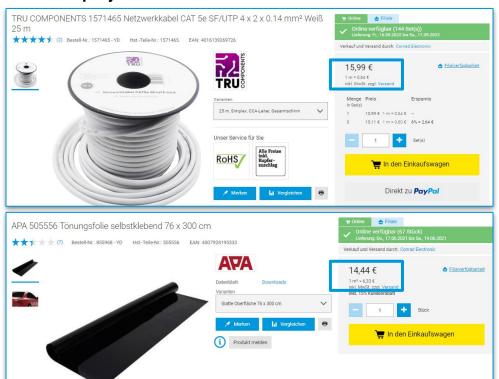


**Example: Volume** 

# 2. Grundpreisangabe

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#### Online shop layout



**Example: Length** 

**Example: Area** 





The use of consumer reviews/consumer award badges for marketing purposes is limited to a period of two years after the review/badge has been published/awarded. Printed marketing material using reviews or awards must be published within the two-year period. Moreover, references (e.g. Issue 26/2016 or www.autobild.de/tests) will need to be clearly visible, and must be quoted in full.

#### Online shop layout:





### 4. Extended Warranties



According to a ruling of the EuGH, a duty to inform about an existing manufacturer's warranty exists if the consumer has a legitimate interest. Such a legitimate interest can already result from the fact that the trader includes the warranty as a sales/promotional argument and thus wants to improve the competitiveness or attractiveness of the offer compared to the offers of other competitors.

The casual mention of the guarantee, for example on a sub-page (or also in an instruction manual) is not sufficient to affirm extensive information duties.

Only if the guarantee is highlighted as eye-catching advertising or an essential purchase argument (see example on the right), there is a legitimate interest of consumers in the terms of the guarantee.

In this case, traders must provide information on, among other things, the duration of the guarantee, the territorial scope, the name and address of the guarantee holder and the full terms and conditions of the guarantee (for details on the requirements, see §479 BGB and EU Regulation 2019/771, Article 17).



The guarantee statement must be formulated in clear and understandable language. It must contain the following: A clear statement that the consumer has a legal right to free remedies from the seller in case of lack of conformity of the goods and that these remedies are not affected by the commercial guarantee; the name and address of the guarantor; the procedure to be followed by the consumer to invoke the commercial guarantee; the identification of the goods to which the commercial guarantee applies and the terms of the commercial guarantee.



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There is a difference between a manufacturer granted warranty ("guarantee") and the legally implied 24 months of warranty.

The manufacturer's guarantee is independent of the retailer's statutory warranty obligation, which is usually a fixed 24 months, but can be shortened to 12 months for used goods. A manufacturer guarantee is an additional to that and must not have any influence on the legally implied warranty.

#### **Legally implied warranty**

This is legally assured to consumers and applies to the seller / dealer.

If a defect occurs within 12 months of purchase, it is assumed that the defect was already present at the time of purchase.

During this 12 months, the seller must concede the warranty or prove that the defect was caused by the customer.

In the remaining 12 months, the burden of prove is moved from the seller to the customer, which means that the customer has to prove that the defect existed at the time of purchase and did not occur afterwards.

**Example**: The display of a measuring device is defective after 2 months. Conrad exchanges the device for a new one.

#### **Manufacturer Warranty**

A manufacturer guarantee is voluntary and can only offered **additionally to the legal implied warranty** by the manufacturer or the seller / dealer. The duration of this guarantee as well as its conditions can be defined freely depending on the product. However, your declaration must comply with the legal regulations.

**Example**: 18 months voluntary manufacturer guarantee on a monitor that it will have no dead pixels. The manufacturer exchanges the monitor for a new one. The customer has to send the device to the manufacturer - not to Conrad.

A voluntary guarantee can in no way reduce or replace the statutory guarantee, but it can supplement it.

**Example:** A product has a legal warranty (2 years), but at the same time also a 2-year voluntary manufacturer guarantee -> In such a case, the customer could simply fall back on the voluntary manufacturer guarantee even after 15 months. He does not have to prove to the seller / dealer that the defect was already present at the time of purchase, as would be the case with the warranty.

## 5. Warning Labels



Some items require mandatory warning labels being displayed when marketing the product.

#### **Examples:**

Biocides: standard text "Use biocides safely. Always read the label and product information before use.".

Lasers: display labels according to laser classification/output

Toys: e.g. standard text "Not suitable for children under 3 years of age. Choking hazard!"

Software: "The customer's right to cancel does not apply to software that has been unsealed. See T & Cs at conrad.de."

#### Online shop layout:









HAZMAT labelling and packaging requirements are governed by EU Directive 1272/2008, also referred to as CLP (Classification, Labelling and Packing) Regulation.

As a rule, HAZMAT labelling falls in one of the below categories:

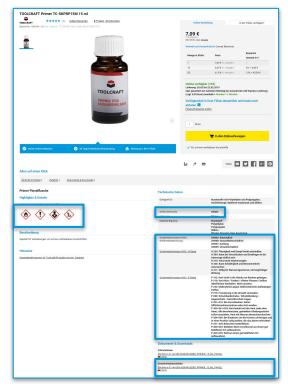
- 1. Signal words (e.g. Caution, Danger)
- 2. Pictograms
- 3. Safety guidelines (e.g. GHS, H/P phrases)

Each hazardous substance must be accompanied by a safety data sheet.

Product labels must match the provision outlined in the Label section of the safety data sheet. Labels and safety data sheet must be displayed in the language of the country the product is sold in. This means that the sale of a product is subject to labels and sheets being available in the required language.

Customers must be made aware of the health hazards prior to the purchase.









Some registered trademarks require placing a disclaimer indicated by an asterisk in the page footer or next to the product when being used on product detail pages.

#### **Example:**

HDMI®: "HDMI is a registered trademark of HDMI Licensing, LLC."

Bluetooth®: "Bluetooth® is a globally registered trademark of Bluetooth SIG, Inc."

**Teflon**®: "Teflon® is a registered trademark of DuPont."

The use of registered trademarks that have become common words is not permissible (except products by the trademark holder, and licensed products).

#### **Example:**

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"Velcro" -> correct: "hook-and-loop fastener"
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"Kleenex" -> correct: "tissue"

"Xeroxing" -> correct: "photocopying"





What constitutes real leather / genuine leather?

The terms "leather" and "real leather"/"genuine leather" as well as all terms referring to individual types of leather (e.g. napa, nubuck, saffian, rindbox, etc) must only be applied to products made of material created by tanning animal rawhide and skins, with the original arrangement of interconnected skin fibres still being intact.

Any marketing content using the word "leather" must use the appropriate terminology.

Below terms are deemed anti-competitive and must not be used:

- Textile leather
- Vegan leather
- Synthetic leather
- Faux leather
- PU leather, PU faux leather
- Artificial leather
- Leather imitation
- Eco leather
- Soft leather

Means if it is not real leather / genuine leather, use the term leatherette! In German only the word "Kunstleder" is correct.



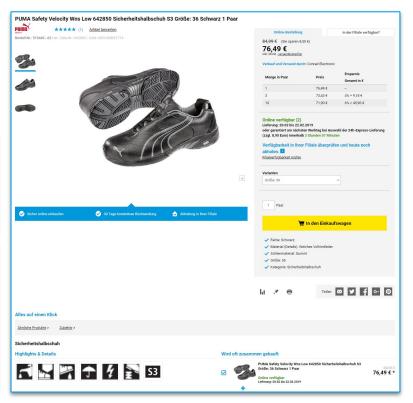


Some products, such as work wear, footwear, gloves etc, require stating the material or the percentages of each component material they are made of.

#### Presentation in the online shop:



Schnürsenkel



Sicherheitsstufe

Verschluss-System

### 9. Food Labelling



Selling packaged food (example: Conrad Energy Drink) to customers at a distance requires providing the customer with specific information prior to the purchase.

#### **Example:**

- Food name
- List of ingredients
- Allergy information
- Amount or types of ingredients
- Net weight of content
- Storage and consumption guidelines
- Country of origin/place of manufacture
- User instructions
- Alcohol by volume (ABV)

The precise nature of the information that must be provided is governed by both country-specific food standards and EU law as a whole. Moreover, pre-purchase product information and label content must be made available in the language of the country in which the product is being sold. Also, in some countries, additional food standards may apply.



# 10. Adverts Using Deliberately Misleading Statements

Advertising must not give the impression that something "special" is offered, although only the legal minimum standard is met. This is regulated in the Unfair Competition Act (UWG), a violation is anti-competitive and can be warned.

#### Example:

#### Ausstattung

Hochflexible, doppelt isolierte Leitung. Eingearbeiteter Farbindikator zur Erkennung von Schäden an der Isolation. CE-zertifiziert.

It is advertised as "CE certified", although this must be present in the specific product for it to be sold on the European market.