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NEWSLETTER // **Environmental law**



Health & Safety
Environment
Food
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Criminal Law



Greenwashing and consumer protection

the transposition of Directive (EU) 2024/825 into
Decree-Law No. 30/2026

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I.1. Introduction

In recent years, sustainability has become a central element of companies' commercial and reputational strategies. At the same time, consumers' growing concern about the environmental impact of products has led to a significant increase in the use of "green" claims in marketing activities. In this context, the proliferation of generic, unverifiable or ambiguously worded environmental claims has encouraged greenwashing practices capable of influencing consumers' economic choices.

In order to enhance market transparency, the European Union has intervened by adopting Directive (EU) 2024/825 (hereinafter the "**Directive**") – amending Directive 2005/29/EC on unfair commercial practices and Directive 2011/83/EU on consumer rights – which introduced new rules on environmental communication and unfair commercial practices. Italy implemented the Directive through Decree-Law No. 30 of 20 February 2026 (hereinafter "**Decree-law No. 30/2026**"); a measure set to have a significant impact on corporate compliance models and the commercial promotion methods adopted by businesses.

I.2. Brief overview of the Directive

The Directive forms part of the European Green Deal initiatives and aims to strengthen consumers' role in the ecological transition by ensuring more transparent and reliable commercial information. The legislative measure amends Directive 2005/29/EC on unfair commercial practices and Directive 2011/83/EU on consumer rights, introducing specific provisions aimed at combating misleading environmental claims.

The Directive extends the definition of unfair practices to include:

- environmental *claims* not supported by adequate evidence;
- the use of sustainability labels without recognised certification; and
- communications that present the entire product or the company as “green” when the environmental benefit relates only to a limited aspect.

Of particular importance is the principle of verifiability of environmental claims. Businesses intending to use sustainability-related claims must be able to demonstrate, through objective and scientifically sound evidence, the accuracy of the information communicated to the public. Sustainability, therefore, can no longer be represented through vague or merely evocative phrases, but must be substantiated by concrete and verifiable data.

1.3. Italian transposition: Decree-Law No. 30/2026

With Decree-Law No. 30/2026, the Italian legislature has transposed the Directive, introducing significant amendments to Decree-Law No. 206 of 6 September 2005 (the “Consumer Code”). The new provisions will be fully applicable from 27 September 2026.

Decree-Law No. 30/2026 primarily addresses the regulation of unfair commercial practices, strengthening the transparency obligations imposed on economic operators regarding environmental communication. To this end, it introduces into Article 18 of the Consumer Code a series of binding definitions, including that of “environmental claim” as «any message or representation that is not mandatory under European Union or national law, in any form, including text and figurative, graphic or symbolic representations, such as trademarks, brand names, company names or product names, which asserts or implies that a given product, product category, brand or economic operator has a positive or neutral impact on the environment, or is less harmful to the environment than other products, product categories, brands or economic operators, or has improved its environmental impact over time». The definition is deliberately broad: it covers not only explicit textual statements, but also logos featuring a green leaf, evocative product names or packaging dominated by naturalistic colours and images.

Of particular note is the new regulation on “generic environmental claims”, defined as «statements whose specification is not provided in clear and obvious terms through the same means of communication». Expressions such as “green”, “ecological”, “biodegradable” or “environmentally friendly” are included in the so-called black list in Annex I to Directive 2005/29/EC, known as the «Unfair Commercial Practices Directive», i.e. the list of commercial practices considered unfair in all cases, without the need for a case-by-case assessment, unless the trader is able to demonstrate the so-called “recognised excellence of environmental performance”, a strict category that exclusively encompasses compliance with the EU Ecolabel and Type I eco-labels compliant with standard EN ISO 14024 that are officially recognised in the Member States. A generic reference to any internal documentation or company self-declaration is not sufficient for this purpose.

Decree-Law No. 30/2026 also introduces specific information requirements regarding the durability of goods, the availability of software updates and the reparability of products. These requirements mainly concern durable goods and goods with digital components.

Any breach of the new provisions constitutes an unfair commercial practice within the meaning of Articles 20 et seq. of the Consumer Code. The investigation and enforcement of such conduct fall within the remit of the Italian Competition and Market Authority (“AGCM”), in accordance with the penalty regime set out in Article 27 of the Consumer Code, which is discussed in detail in the following paragraph.

I.4. Penalty regime

The infringements introduced by Decree-Law No. 30/2026 are subject to the penalty regime set out in Article 27 of the Consumer Code, relating to administrative and judicial protection against unfair commercial practices. The AGCM is responsible for investigating and sanctioning such practices and may act on its own initiative or at the request of interested parties or organisations.

Pursuant to Article 27, paragraph 2, the AGCM may prohibit the continuation of the unfair commercial practice and eliminate its effects, making use of the investigative powers provided for in Regulation (EU) 2017/2394. In cases of particular urgency, the AGCM may also order, by means of a reasoned decision, the provisional suspension of the unfair commercial practice pursuant to Article 3. The subsequent paragraph 3-bis further provides that the AGCM may order internet and telecommunications service providers to remove online content or activities constituting unfair commercial practices directed at Italian consumers.

Paragraph 7 allows the AGCM, except in cases of manifest seriousness, to accept the commitments undertaken by the trader to eliminate the unlawful aspects of the commercial practice, thereby enabling the Authority to close the proceedings without formally establishing the infringement. Paragraph 8 grants the AGCM the power to prohibit the dissemination or continuation of the unfair commercial practice and to order, at the trader’s expense, the publication of the decision or a corrective statement, in order to eliminate the effects of the misleading practice.

Paragraph 9 provides that, in the order prohibiting the unfair commercial practice, the AGCM may impose an administrative fine of between €5,000 and €10,000,000, taking into account the seriousness and duration of the infringement, as well as the trader’s financial and economic circumstances. In the case of particularly serious unfair commercial practices governed by Article 21, paragraph 3, and paragraph 4 of the Consumer Code, the fine may not be lower than €50,000.

In cases of cross-border infringements governed by Regulation (EU) 2017/2394, paragraph 9-bis provides that the fine may amount to four per cent of the trader's annual turnover achieved in Italy or in the Member States affected by the infringement; where turnover data are not available, the maximum applicable fine is €2,000,000.

Paragraph 9-ter also sets out the criteria for determining the penalty, including the nature, gravity, extent and duration of the infringement, any measures taken by the trader to mitigate the harm to consumers, previous infringements committed and the economic benefits obtained through the unfair commercial practice.

Further penalties are provided for in the event of non-compliance with the AGCM's measures. In particular, pursuant to paragraph 12, failure to comply with precautionary or injunctive measures or with the commitments undertaken entails an administrative penalty of between €10,000 and €10,000,000; in cases of repeated non-compliance, the AGCM may also order the suspension of business activities for a period not exceeding thirty days.

The protection system established by the Consumer Code is not limited to administrative penalties alone. Article 27, paragraph 15-bis, in fact grants consumers harmed by an unfair commercial practice the right to bring proceedings before the ordinary courts to obtain proportionate and effective remedies, including compensation for damages, a price reduction or the termination of the contract.

1.5. Consequential changes for the sale of agri-food products

Decree-Law No. 30/2026 does not lay down specific rules for the agri-food sector, but its implications for the food industry are immediate and far-reaching, as the new provisions of the Consumer Code apply to any “*environmental claim*” relating to a product, regardless of its nature.

In particular, in the agri-food sector, commercial communication makes extensive use of references to environmental, ethical and sustainability aspects of the production chain. Consequently, operators in the sector will be required to adopt communication strategies that are increasingly transparent, verifiable and consistent with the new regulatory standards, in order to avoid practices that could constitute greenwashing.

Generic environmental claims, where not supported by verifiable and scientifically sound data, are in fact potentially liable to constitute unfair commercial practices under the new regulations and must therefore be carefully assessed by operators. In this context, recital 9 of the Directive is of particular importance, as it clarifies that expressions such as “*ecological*”, “*green*”, “*environmentally friendly*”, “*climate-friendly*”, “*biodegradable*” or “*bio-based*” may constitute prohibited generic environmental claims if they are not accompanied by clear and verifiable information provided through the same means of communication.

For operators in the agri-food sector, the obligations arising from Decree-Law No. 30/2026 are in addition to an already particularly complex regulatory framework. The provisions of Regulation (EU) No. 1169/2011 on the provision of food information to consumers, as well as Regulation (EC) continue to apply. It follows that food businesses will need to pay particular attention to ensuring consistency between environmental communication, labelling and commercial information disseminated through packaging, websites, social media and advertising campaigns.

Regarding labelling and packaging, the classification of certain claims as potentially misleading – where they lack verifiable evidence – reflects the framework of e Decree-Law No. 30/2026, which prohibits unsubstantiated generic environmental claims. Expressions such as “*biodegradable*”, “*compostable*” and “*carbon neutral*” are examples of environmental claims that may constitute greenwashing and fall within the scope of the new regulations where they are not accompanied by clear, relevant and verifiable information.

With specific and further reference to food packaging, recital 9 of the Directive also specifies that graphic, chromatic or symbolic elements may also contribute to constituting a generic environmental claim. Green colours, nature-inspired images, stylised leaves or names evocative of sustainability may therefore be significant in the overall assessment of the accuracy of commercial communication.

Decree-Law No. 30/2026 further expands the list of **commercial practices always considered unfair**, including among them generic environmental claims not supported by recognised excellence in environmental performance or not adequately specified through the same means of communication used. On this point, Recital 10 of the Directive clarifies that holding an environmental certification, such as the EU Ecolabel, does not automatically permit the use of any green claim, as the certification must be relevant to the specific environmental characteristic being claimed.

Of particular importance are the rules governing **so-called “climate’ claims”** based on emissions offsetting. Article 23 of the Consumer Code, as amended by Decree-Law No. 30/2026, considers it a misleading commercial practice to assert that a product has a neutral, reduced or positive impact on the environment in terms of greenhouse gas emissions if such a claim is based exclusively on offsetting mechanisms external to the production chain, such as the purchase of carbon credits. In this regard, Recital 12 of the Directive specifies that offsetting emissions cannot be considered equivalent to an actual reduction in emissions generated by the product or its production chain. For food business operators, this means they need to reconsider how they use claims such as “carbon neutral” or “net zero”, particularly where such claims are based predominantly on offsetting strategies, i.e. emissions compensation schemes, such as the purchase of carbon credits.

The new regulations also address the use of **sustainability labels**, stipulating that such marks may only be used if based on certification schemes recognised or established by public authorities. In this regard, both the EU Ecolabel and eco-labels compliant with standard EN ISO 14024 are of particular importance. For the agri-food sector, where labels and symbols referring to environmental sustainability are widespread, the new rules require businesses to check more carefully that such labels and claims used in marketing and packaging are clear, truthful and compliant with the regulations. In this regard, recital 7 of the Directive is of particular importance, as it clarifies that supplementary forms of expression and presentation of food adopted in accordance with Article 35 of Regulation (EU) No. 1169/2011 do not automatically fall within the concept of a sustainability label subject to the new certification requirements. Systems such as **Nutri-Score** (a front-of-pack nutritional labelling system based on a summary classification of foods using letters and colours) or the **Nutrinform Battery** (a front-of-pack nutritional labelling system promoted by Italy, designed to represent the nutritional content of foods through battery-style graphic indicators), in fact, serve an informative purpose regarding the nutritional profile of the food and do not, in themselves, constitute environmental claims.

This is without prejudice to coordination with sector-specific legislation, which continues to govern specific certifications, indications and claims used in the food sector. This does not, however, preclude the possibility that such use may also be assessed in the light of the rules on unfair commercial practices, particularly in cases where such indications are likely to suggest environmental benefits that are not sufficiently clear or proven. In this regard, recital 15 of the Directive also plays a key role, stating that an operator may not present as a distinctive feature of the product a characteristic that is already required by law for the entire product category. The Directive provides for a specific exception for fishery products that comply with the European Union's sustainability standards, where similar products from third countries are not subject to the same requirements; in such cases, businesses may highlight this aspect in their marketing communications. This approach could also be relevant, in an interpretative sense, with regard to other agri-food sectors characterised by the application of particularly stringent European standards.

I.6. Conclusions

Decree-Law No. 30/2026 represents a significant step forward in the regulation of environmental communication and in strengthening consumer protection against greenwashing practices. The regulatory intervention marks the transition from merely declared sustainability to demonstrable sustainability, imposing stricter standards on businesses with regard to the transparency, verifiability and accuracy of the information disseminated on the market.

With the full implementation of the regulations approaching, businesses will be required to review their commercial communication strategies, internal processes for validating environmental claims, and the documentation used in their dealings with consumers.

The food sector is particularly significant, as the frequent use of environmental, ethical and sustainability claims will necessitate an integrated approach combining regulatory compliance, marketing and supply chain control, in order to reduce the risk of unfair commercial practices and ensure communication consistent with the principles of transparency and fairness set out in European and national legislation.

Below is a summary table of the amendments made to the Consumer Code by Decree-Law No. 30/2026 implementing the Directive, highlighting the additions introduced, shown in red, and the deleted sections, shown in green:

Amendments made
Art. 18 "Definitions"
<p>1. For the purposes of this Title, the following definitions apply:</p> <p>a) "consumer": any natural person who, in the commercial practices covered by this Title, acts for purposes which fall outside the scope of their trade, business, craft or profession;</p> <p>(b) 'trader' means any natural or legal person who, in the commercial practices covered by this Title, is acting in the course of their trade, business, craft or profession, and anyone acting in the name of or on behalf of a trader;</p> <p>c) "product": any goods or services, including immovable property, digital services and digital content, as well as rights and obligations;</p> <p>c-bis) "goods":</p> <p>1) any tangible movable property, including goods to be assembled; water, gas and electricity where they are packaged for sale in a defined volume or in a specified quantity;</p> <p>2) any tangible movable property that incorporates, or is interconnected with, digital content or a digital service in such a way that the absence of that digital content or digital service would prevent the property from performing its intended functions ("goods with digital elements");</p> <p>3) live animals;</p>

d) “business-to-consumer commercial practices” (hereinafter referred to as “commercial practices”): any act, omission, conduct or statement, commercial communication including advertising and product marketing, undertaken by a trader in relation to the promotion, sale or supply of a product to consumers;

d-bis) “micro-enterprises”: entities, companies or associations which, irrespective of their legal form, carry out an economic activity, including on an individual or family basis, employing fewer than ten people and with an annual turnover or an annual balance sheet total not exceeding two million euros, in accordance with Article 2(3) of the Annex to Commission Recommendation No. 2003/361/EC of 6 May 2003;

(e) ‘to significantly distort the economic behaviour of consumers’ means the use of a commercial practice likely to significantly impair the consumer’s ability to make an informed decision, thereby causing the consumer to take a transactional decision that he would not have taken otherwise;

(f) ‘code of conduct’ means an agreement or set of rules which is not imposed by the laws, regulations or administrative provisions of a Member State and which defines the behaviour of traders who undertake to comply with that code in relation to one or more specific commercial practices or business sectors;

(g) ‘code owner’ means any person, including a trader or a group of traders, responsible for drawing up and revising a code of conduct or for monitoring compliance with the code by those who have undertaken to comply with it;

(h) ‘professional diligence’: the normal standard of specific competence and care that consumers can reasonably expect from a trader in their dealings with them, in accordance with the general principles of fairness and good faith in the trader’s sector of activity;

i) “invitation to purchase”: a commercial communication setting out the characteristics and price of the product in a manner appropriate to the medium used for the commercial communication and thus enabling the consumer to make a purchase;

l) “undue influence”: the exploitation of a position of power vis-à-vis the consumer to exert pressure, even without the use of physical force or the threat thereof, in such a way as to significantly impair the consumer’s ability to make an informed decision;

m) “commercial decision”: a decision taken by a consumer as to whether or not to purchase a product, how to do so and on what terms, whether to pay in full or in part, whether to keep a product or dispose of it, or whether to exercise a contractual right in relation to the product; such a decision may lead the consumer to take action or to refrain from doing so;

(n) ‘regulated profession’: a professional activity, or a set of professional activities, access to which and the pursuit of which, or one of the ways in which it is pursued, is subject, directly or indirectly, by virtue of legislative, regulatory or administrative provisions, to the possession of specific professional qualifications.

n-bis) “classification”: relative importance attributed to products, as presented, organised or communicated by the trader, irrespective of the technological means used for such presentation, organisation or communication;

n-ter) “online marketplace”: a service using software, including websites, parts of websites or an application, operated by or on behalf of the trader, which enables consumers to conclude distance contracts with other traders or consumers;

n-quater) ‘environmental claim’: in the context of a commercial communication, any message or representation that is not mandatory under European Union or national law, in any form, including text and figurative, graphic or symbolic representations, such as trade marks, brand names, company names or product names, which asserts or implies that a given product, product category, brand or economic operator has a positive or neutral impact on the environment, or is less harmful to the environment than other products, product categories, brands or economic operators, or has improved its environmental impact over time;

(n-d) ‘generic environmental claim’: any environmental claim made in writing or orally, including through audiovisual media, which is not included in a sustainability label and the details of which are not provided in clear and prominent terms through the same means of communication;

(n-sexies) ‘sustainability label’: any voluntary public or private trust mark, quality mark or equivalent intended to distinguish and promote a product, process or undertaking with regard to its environmental or social characteristics, or both, excluding mandatory marks required under European Union or national law;

(n-septies) ‘certification scheme’ means a third-party verification scheme that certifies that a product, process or undertaking complies with certain requirements, which permits the use of a corresponding sustainability label and whose conditions, including the requirements, are publicly available and meet the following criteria:

- 1) the scheme, in accordance with transparent, fair and non-discriminatory conditions, is open to all economic operators willing and able to comply with its requirements;
- 2) the requirements of the scheme are drawn up by the scheme owner in consultation with relevant experts and stakeholders;

3) the scheme establishes procedures to address cases of non-compliance with the scheme's requirements and provides for the withdrawal or suspension of the economic operator's use of the sustainability label in the event of non-compliance with the scheme's requirements;

4) monitoring of the economic operator's compliance with the system's requirements is subject to an objective procedure and is carried out by a third party whose competence and independence, both from the system owner and from the economic operator, are based on international, European Union or national standards and procedures;

(n-octies) 'recognised excellence in environmental performance': environmental performance in accordance with Regulation (EC) No 66/2010 of the European Parliament and of the Council of 25 November 2009 (EU Ecolabel), to a national or regional Type I eco-labelling scheme in accordance with standard EN ISO 14024, officially recognised in the Member States, or complying with best environmental performance within the meaning of other applicable provisions of European Union law;

(n-novies) 'durability': the ability of goods to maintain their specific functions and performance through normal use;

(n-decies) 'software update': an update necessary to keep goods comprising digital components, digital content and digital services in compliance with Articles 130 and 135-undecies, including a security update or a functional update;

n-undecies) 'consumables': a component of a good that is subject to recurring depletion and must be replaced or replenished for the good to function as intended;

n-duodecies) "functionality": the ability of the good to perform all its functions in accordance with its intended purpose.

Art. 21
“Misleading practices”

1. A commercial practice is considered misleading if it contains information that is untrue or, even if factually correct, in any way, including in its overall presentation, misleads or is likely to mislead the average consumer regarding one or more of the following elements and, in any case, causes or is likely to cause the consumer to take a commercial decision that they would not otherwise have taken:

a) the existence or nature of the product;

b) ~~the main characteristics of the product, such as its availability, benefits, risks, performance, composition, accessories, after-sales service and the handling of complaints, the method and date of manufacture or provision, delivery, its fitness for purpose, uses, quantity, description, geographical or commercial origin, or the results that may be expected from its use, or the results and key characteristics of tests and checks carried out on the product;~~ the main characteristics of the product, such as its availability, benefits, risks, performance, composition, environmental or social characteristics, accessories, aspects relating to circularity, such as durability, reparability or recyclability, after-sales customer service and the handling of complaints, the method and date of manufacture or provision, delivery, fitness for purpose, uses, quantity, description, geographical or commercial origin, or the results that may be expected from its use, or the results and key characteristics of tests and checks carried out on the product;

(c) the scope of the trader’s commitments, the reasons for the commercial practice and the nature of the sales process, any statement or symbol relating to direct or indirect sponsorship or endorsement of the trader or the product;

d) the price or the way in which it is calculated, or the existence of a specific price advantage;

e) the need for maintenance, replacement, repair or servicing;

f) the nature, qualifications and rights of the trader or their agent, such as identity, assets, capabilities, status, recognition, affiliation or connections, and industrial, commercial or intellectual property rights, or awards and accolades;

g) the consumer’s rights, including the right to replacement or a refund pursuant to Article 130 of this Code.

2. A commercial practice shall also be considered misleading if, in the specific case, taking into account all the characteristics and circumstances of the case, it causes or is likely to cause the average consumer to take a commercial decision that they would not otherwise have taken and involves:

a) any marketing of the product that creates confusion with the products, trade marks, company name and other distinctive signs of a competitor, including unlawful comparative advertising;

(b) failure by the trader to comply with the commitments contained in codes of conduct which the trader has undertaken to observe, where such a commitment is firm and verifiable, and the trader indicates in a commercial practice that he is bound by the code;

b-bis) any marketing activity promoting a product, in a Member State of the European Union, as identical to a product marketed in other Member States, whilst that product has a significantly different composition or characteristics, unless this is justified by legitimate and objective factors;

b-ter) the formulation of an environmental claim relating to future environmental performance without including clear, objective, publicly available and verifiable commitments set out in a detailed and realistic implementation plan that includes measurable targets and specific deadlines, as well as other relevant elements necessary to support its implementation, such as the allocation of resources, and which is periodically verified by an independent third party, whose conclusions are made available to consumers;

b-c) advertising as benefits to consumers elements that are irrelevant and do not stem from the characteristics of the product or the business.

3. A commercial practice shall be regarded as unfair where, in relation to products likely to endanger the health and safety of consumers, it fails to provide information in such a way as to induce consumers to disregard the normal rules of caution and vigilance.

3-bis. A commercial practice by a bank, credit institution or financial intermediary shall be considered unfair if, for the purpose of concluding a loan agreement, it obliges the customer to take out an insurance policy provided by that same bank, institution or intermediary, or to open a current account with that same bank, institution or intermediary.

4. A commercial practice is also considered unfair if, as it is likely to reach children and adolescents, it may, even indirectly, threaten their safety.

4-bis. A commercial practice is also considered unfair if it requires an additional charge for the completion of an electronic transaction with a supplier of goods or services.

Art. 22
“Misleading omissions”

1. A commercial practice shall be regarded as misleading if, in the specific case, taking into account all the characteristics and circumstances of the case, as well as the limitations of the means of communication used, it omits material information that the average consumer needs in that context to take an informed commercial decision and thereby causes or is likely to cause the average consumer to take a commercial decision that he would not otherwise have taken.

2. A commercial practice shall also be regarded as a misleading omission where a trader conceals or presents in an obscure, unintelligible, ambiguous or untimely manner the relevant information referred to in paragraph 1, taking into account the aspects referred to in that paragraph, or fails to indicate the commercial intent of the practice itself where this is not already apparent from the context, and where, in either case, this causes or is likely to cause the average consumer to take a commercial decision that they would not otherwise have taken.

3. Where the medium used for the commercial practice imposes restrictions in terms of space or time, in determining whether there has been an omission of information, account shall be taken of those restrictions and of any measures taken by the trader to make the information available to consumers by other means.

4. In the case of an invitation to purchase, the following information shall be considered relevant for the purposes of paragraph 1, unless it is already apparent from the context:

(a) the main characteristics of the product, to the extent appropriate to the means of communication and the product itself;

b) the geographical address and identity of the trader, such as their business name and, where this information is relevant, the geographical address and identity of the trader on whose behalf they are acting;

c) the price inclusive of taxes or, if the nature of the product makes it impossible to reasonably calculate the price in advance, the method of calculating the price and, where applicable, any additional shipping, delivery or postal charges or, where such charges cannot reasonably be calculated in advance, an indication that such charges may be charged to the consumer;

d) the methods of payment, delivery and performance, where these differ from the obligations imposed by professional diligence;

e) the existence of a right of withdrawal or termination of the contract for products and commercial transactions where such a right applies;

e-bis) for products offered on online marketplaces, whether the third party offering the products is a trader or not, based on the third party's declaration to the online marketplace operator.

4-a. Where consumers are given the option to search for products offered by different traders or by consumers using a keyword search, phrase or other data, regardless of where the transactions are subsequently concluded, the general information made available in a specific section of the online interface that is directly and easily accessible from the page displaying the search results shall be considered relevant. This information shall concern the main parameters determining the ranking of the products presented to the consumer as a result of their search and the relative importance of those parameters compared to other parameters. This paragraph shall not apply to providers of online search engines as defined in Article 2(6) of Regulation (EU) 2019/1150 of the European Parliament and of the Council.

5. The information requirements under EU law relating to commercial communications, including advertising or the marketing of the product, shall be considered relevant for the purposes of paragraph 1.

5-a. Where a trader provides access to consumer reviews of products, information indicating whether and how the trader ensures that the published reviews originate from consumers who have actually purchased or used the product shall be considered relevant.

5-ter. Where the trader provides a product comparison service and provides the consumer with information on the environmental or social characteristics or on aspects relating to circularity, such as durability, reparability or recyclability, of the products or the suppliers of such products, information on the comparison method, the products compared and the suppliers of such products, as well as on the measures put in place to keep the information up to date, shall be considered relevant.

Art. 23

“Commercial practices considered misleading in all cases”

1. The following commercial practices are considered misleading in all cases:

- (a) a false claim by a trader that they are a signatory to a code of conduct;
- b) displaying a trust mark, a quality mark or an equivalent mark without having obtained the necessary authorisation;
- b-bis) displaying a sustainability label that is not based on a certification scheme or has not been established by public authorities;**
- c) falsely claiming that a code of conduct has been approved by a public or other body;
- d) falsely claiming that a trader, their commercial practices or a product have been authorised, accepted or approved by a public or private body, or that the conditions of the authorisation, acceptance or approval received have been met;
- d-bis) making a generic environmental claim for which the trader is unable to demonstrate the recognised excellence of the environmental performance relevant to the claim;**
- d-ter) making an environmental claim concerning the product as a whole or the trader’s business as a whole when it relates only to a specific aspect of the product or a specific element of the trader’s business;**
- d-quater) claiming, on the basis of greenhouse gas emissions offsetting, that a product has a neutral, reduced or positive impact on the environment in terms of greenhouse gas emissions;**
- e) encouraging the purchase of products at a specific price without disclosing the existence of reasonable grounds that the trader may have for believing that they will not be able to supply, or arrange for another trader to supply, those products or equivalent products at that price within a reasonable period and in reasonable quantities in relation to the product, the extent of the advertising of the product and the price offered;
- f) inviting the purchase of products at a specified price and subsequently:
 - 1) refuse to show the advertised item to consumers, or

2) refuse to accept orders for the item or to deliver it within a reasonable period of time, or

3) demonstrate the item using a defective sample, with the intention of promoting another product.

g) falsely stating that the product will be available only for a very limited period or that it will be available only under specific conditions for a very limited period, in order to elicit an immediate decision and deprive consumers of the opportunity or sufficient time to make an informed decision;

h) undertaking to provide after-sales support to consumers with whom the trader has communicated prior to the transaction in a language other than the official language of the Member State in which the trader is established, and then actually providing that service only in another language, without this being clearly communicated to the consumer before they commit to concluding the transaction;

i) falsely claiming, or otherwise giving the impression, that the sale of the product is lawful;

l) presenting the rights conferred on consumers by law as a feature specific to the offer made by the trader;

(l-bis) presenting requirements imposed by law on the European Union market for all products belonging to a given category as if they were a distinctive feature of the trader's offer;

m) subject to the provisions of Legislative Decree No 177 of 31 July 2005, as amended, using editorial content in the media to promote a product, where the costs of such promotion have been borne by the trader without this being apparent from the content or from images or sounds clearly identifiable by the consumer;

m-bis) providing search results in response to a consumer's online search without clearly indicating any paid advertising or specific payment made to obtain a better ranking of products within those results;

(n) making factually inaccurate statements regarding the nature and extent of the risks to the consumer's personal safety or that of their family should they not purchase the product;

- o) promoting a product similar to that manufactured by another producer in such a way as to deliberately mislead the consumer into believing, contrary to the truth, that the product is manufactured by the same producer;
- p) establishing, operating or promoting a pyramid scheme in which the consumer makes a contribution in return for the chance of receiving a payment derived mainly from the entry of other consumers into the scheme rather than from the sale or consumption of products;
- q) falsely claiming that the trader is about to cease trading or move premises;
- r) claiming that certain products can increase the chances of winning in games of chance;
- s) falsely claiming that a product has the ability to cure diseases, disorders or deformities;
- t) providing inaccurate information about market conditions or the availability of the product with the aim of inducing the consumer to purchase on terms less favourable than normal market conditions;
- u) stating in a commercial practice that competitions or prize promotions are being organised without awarding the prizes described or a reasonable equivalent;
- v) describing a product as free or without any charge, if the consumer has to pay an additional price on top of the normal cost in order to respond to the commercial practice and collect or have the product delivered;
- z) including in promotional material an invoice or similar request for payment which falsely leads the consumer to believe that they have already ordered the product;
- aa) stating or implying, contrary to the truth, that the trader is not acting in the course of his trade, business, craft or profession, or presenting himself, contrary to the truth, as a consumer;
- bb) falsely implying that after-sales services relating to a product are available in a Member State other than the one in which the product is sold.
- bb-bis) reselling event tickets to consumers, where the trader has purchased those tickets using automated means to circumvent any limit on the number of tickets a person may purchase or any other rule applicable to the purchase of tickets;

bb-ter) indicating that reviews of a product are submitted by consumers who have actually used or purchased the product without taking reasonable and proportionate measures to verify that the reviews originate from such consumers;

bb-quater) sending, or instructing another legal or natural person to send, false consumer reviews or false ratings, or providing false information regarding consumer reviews or ratings on social media, for the purpose of promoting products;

bb-quinquies) failing to inform the consumer that a given software update will adversely affect the functioning of goods comprising digital elements or the use of digital content or digital services;

bb-sexies) presenting a software update as necessary when it merely improves certain functional features;

bb-septies) any commercial communication relating to a good containing a feature introduced to limit its durability, despite the trader having information on the feature and its effects on the good's durability;

bb-octies) falsely claiming that, under normal conditions of use, the good has a specific durability in terms of time or intensity of use;

bb-novies) presenting the good as repairable when it is not;

bb-decies) inducing the consumer to replace or replenish consumables for the goods earlier than would be necessary for technical reasons;

bb-undecies) failing to inform the consumer that the functionality of a product will be compromised by the use of consumables, spare parts or accessories not supplied by the original manufacturer, or falsely claiming that such compromise will occur.

Art. 45 "Definitions"

1. For the purposes of Sections I to IV of this Chapter, the following definitions apply:

- a) "consumer": the natural person referred to in Article 3(1)(a);
- b) "trader": the person referred to in Article 3(1)(c);

b-bis) “producer”: the manufacturer of a good, the importer of a good into the territory of the European Union, or any other person who presents themselves as a producer by affixing their name, trade mark or other distinctive sign to the good;

c) “goods”:

1) any tangible movable property, including goods to be assembled, water, gas and electricity where they are packaged for sale in a defined volume or in a specified quantity;

2) any tangible movable goods that incorporate, or are interconnected with, digital content or a digital service in such a way that the absence of that digital content or digital service would prevent the goods from performing their intended functions, also referred to as “goods with digital elements”;

3) live animals;

(d) ‘goods made to the consumer’s specifications’: any non-prefabricated goods produced on the basis of an individual choice or decision by the consumer;

d-bis) “personal data”: personal data as defined in Article 4(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

(e) ‘sales contract’: any contract under which the trader transfers or undertakes to transfer ownership of goods to the consumer, including contracts covering both goods and services;

f) “service contract”: any contract other than a sales contract under which the trader provides or undertakes to provide a service, including a digital service, to the consumer;

(g) ‘distance contract’ means any contract concluded between the trader and the consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, through the exclusive use of one or more means of distance communication up to and including the conclusion of the contract;

h) “off-premises contract”: any contract between the trader and the consumer:

1) concluded in the simultaneous physical presence of the trader and the consumer, in a place other than the trader’s business premises;

2) for which an offer has been made by the consumer, in the same circumstances as referred to in point 1;

3) concluded on the trader's premises or by any means of distance communication immediately after the consumer has been personally and individually addressed in a place other than the trader's premises, in the simultaneous physical presence of the trader and the consumer; or;

4) concluded during a promotional tour organised by the trader and intended to promote and sell goods or services to the consumer;

(i) 'business premises':

1) any fixed retail premises where the trader carries on business on a permanent basis; or;

2) any mobile retail premises where the trader habitually carries on business;

l) "durable medium": any instrument which enables the consumer or the trader to store information addressed personally to them in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

m) "digital content": data produced and supplied in digital form;

n) "financial service": any service of a banking, credit, insurance, individual pension, investment or payment nature;

(o) "public auction": a method of sale in which goods or services are offered by a trader to consumers who participate in, or are given the opportunity to participate in, the auction in person, through a transparent competitive bidding procedure managed by an auctioneer, and in which the successful bidder is bound to purchase the goods or services;

p) "guarantee": any undertaking by a trader or a manufacturer (the "guarantor"), made to the consumer, in addition to the legal obligations regarding the guarantee of conformity, to refund the price paid, replace, repair or otherwise remedy the goods, should they not correspond to the characteristics, or to any other requirement not relating to conformity, set out in the guarantee statement or in the relevant advertising available at the time of or prior to the conclusion of the contract;

p-bis) “commercial durability guarantee”: a commercial durability guarantee by the manufacturer referred to in Article 135-quinquies, under which the manufacturer is directly liable to the consumer for the repair or replacement of the goods throughout the entire duration of the commercial durability guarantee in accordance with Article 135-ter, if the goods do not maintain their durability;

p-ter) “durability”: the ability of goods to maintain their specific functions and performance through normal use;

p-quater) ‘repairability index’: an index expressing the suitability of goods for repair on the basis of harmonised requirements established at European Union level;

p-quinquies) ‘software update’: a free update, including a security update, necessary to ensure that goods comprising digital elements, digital content and digital services remain in conformity with Article 130 and Article 135-undecies, including a security update or a functional update;

q) ‘ancillary contract’: a contract under which the consumer purchases goods or services related to a distance contract or an off-premises contract, and where those goods or services are supplied by the trader or by a third party on the basis of an agreement between the third party and the trader.

q-bis) “digital service”:

1) a service that enables the consumer to create, transform, store or access data in digital form; or

2) a service that enables the sharing of data in digital format, uploaded or created by the consumer and other users of that service, or any other interaction with such data;

q-ter) ‘online marketplace’: a service using software, including websites, parts of websites or an application, operated by or on behalf of the trader, which enables consumers to conclude distance contracts with other traders or consumers;

q-quater) ‘online marketplace provider’: any trader who provides an online marketplace to consumers;

q-quinquies) ‘interoperability’: the ability of digital content or a digital service to function with hardware or software with which digital content or digital services of the same type are normally used, without the need to convert the digital content or digital service;

q-sexies) ‘functionality’ means the ability of the digital content or digital service to perform all its functions in accordance with its purpose;

q-septies) “interoperability”: the ability of digital content or a digital service to function with hardware or software other than that with which digital content or digital services of the same type are normally used.

Art. 48

“Information requirements in contracts other than distance contracts or contracts negotiated away from business premises”

1. Before the consumer is bound by a contract other than a distance contract or an off-premises contract, or by a corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner, where this is not already apparent from the context:

(a) the main characteristics of the goods or services, to the extent appropriate to the medium and the goods or services;

(b) the identity of the trader, the geographical address at which the trader is established and the telephone number and, where this information is relevant, the geographical address and identity of the trader on whose behalf the trader is acting;

c) the total price of the goods or services, inclusive of taxes, or, if the nature of the goods or services makes it impossible to reasonably calculate the price in advance, the method of calculating the price and, where applicable, any additional shipping, delivery or postal charges, or, where such charges cannot reasonably be calculated in advance, an indication that such charges may be charged to the consumer;

d) where applicable, the arrangements for payment, delivery and performance, the date by which the trader undertakes to deliver the goods or provide the service, and the trader’s complaints handling policy;

~~e) in addition to a reference to the existence of the statutory guarantee of conformity for goods, digital content and digital services, the existence and terms of after-sales service and contractual guarantees, where applicable;~~

e) a reminder of the existence of the legal guarantee of conformity for goods and its main elements, including the minimum duration of two years pursuant to Article 133, in a visible manner, using the harmonised notice referred to in Article 65-ter;

(e-bis) where the manufacturer offers the consumer a commercial durability guarantee at no additional cost, covering the good as a whole and lasting for more than two years, and makes this information available to the trader, information that the good is covered by such a guarantee, an indication of its duration and a reminder of the existence of the legal guarantee of conformity, in a visible manner, using the harmonised label referred to in Article 65-ter;

(e-ter) a reminder of the existence of the legal guarantee of conformity for digital content and digital services;

e-quater) where applicable, the existence and conditions of after-sales services and commercial guarantees;

e-quinquies) for goods comprising digital elements, for digital content and for digital services, where the producer or supplier makes available to the economic operator the information on the minimum period, whether expressed as a time limit or by reference to a date, for which the producer or supplier provides software updates;

(f) the duration of the contract, where applicable, or, if the contract is of indefinite duration or is an automatically renewable contract, the conditions for terminating the contract;

g) where applicable, the functionality of the goods with digital elements, digital content and digital services, including any applicable technical protection measures;

h) any relevant compatibility and interoperability of goods with digital elements, digital content and digital services, of which the trader is aware or can reasonably be expected to be aware, where applicable;

h-bis) where applicable, the reparability index of the goods;

h-ter) where point (h-bis) does not apply and provided that the manufacturer makes the information available to the trader, information concerning the availability, estimated cost and ordering procedure for spare parts necessary to maintain the conformity of the goods, information on the availability of repair and maintenance instructions, and information on repair restrictions;

2. The pre-contractual information obligations referred to in paragraph 1 also apply to contracts for the supply of water, gas or electricity, where these are not sold in a limited volume or in a specified quantity, district heating or digital content not supplied on a tangible medium.

3. The pre-contractual information requirements referred to in paragraph 1 shall not apply to contracts involving day-to-day transactions which are performed immediately upon their conclusion.

4. This is without prejudice to the possibility of providing for or maintaining additional pre-contractual information obligations for contracts to which this Article applies.

5. This is without prejudice to the provisions of Articles 6 to 12 of this Code.

Art. 49

“Information obligations in distance contracts and off-premises contracts”

1. Before the consumer is bound by a distance contract or an off-premises contract, or by a corresponding offer, the trader shall provide the consumer with the following information in a clear and comprehensible manner:

(a) the main characteristics of the goods or services, to the extent appropriate to the medium and the goods or services;

b) the identity of the trader;

(c) the geographical address at which the trader is established, their telephone number and their email address. Furthermore, if the trader provides any other means of electronic communication that enables the consumer to exchange written correspondence with the trader, with the date and time of the relevant messages recorded on a durable medium, the trader must also provide information regarding that other means. All these means of communication provided by the trader must enable the consumer to contact the trader quickly and to communicate effectively with him. Where applicable, the trader shall also provide the geographical address and identity of the trader on whose behalf he is acting;

(d) if different from the address provided in accordance with point (c), the geographical address of the trader's place of business to which the consumer may address any complaints and, where applicable, that of the trader on whose behalf the trader is acting;

e) the total price of the goods or services, inclusive of taxes, or, if the nature of the goods or services makes it impossible to reasonably calculate the price in advance, the method of calculating the price and, where applicable, any additional shipping, delivery or postal charges and any other costs, or, where such charges cannot reasonably be calculated in advance, an indication that such costs may be charged to the consumer; in the case of a contract of indefinite duration or a contract involving a subscription, the total price shall include the total costs per billing period; where such contracts provide for the charging of a

(e-bis) where applicable, information that the price has been personalised on the basis of automated decision-making, without prejudice to the safeguards set out in Article 22 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

f) the cost of using the means of distance communication for the conclusion of the contract where that cost is calculated on a basis other than the basic rate;

g) ~~the arrangements for payment, delivery and performance, the date by which the trader undertakes to deliver the goods or provide the services and, where applicable, the trader's complaints handling policy;~~ the arrangements for payment, delivery (including, where available, environmentally friendly delivery options), performance, the date by which the trader undertakes to deliver the goods or provide the services and, where applicable, the trader's complaint-handling policy;

(h) where a right of withdrawal exists, the conditions, terms and procedures for exercising that right in accordance with Article 54(1), as well as the standard withdrawal form set out in Annex I, Part B, and, where applicable, information regarding the existence and location of the withdrawal function referred to in Article 54-bis;

i) where applicable, information that the consumer will have to bear the cost of returning the goods in the event of withdrawal and, in the case of distance contracts, where the goods, by their nature, cannot normally be returned by post;

l) that, if the consumer exercises the right of withdrawal after having submitted a request pursuant to Article 50(3) or Article 51(8), they are liable to pay the trader reasonable costs, in accordance with Article 57(3);

m) where no right of withdrawal is provided for under Article 59, information that the consumer will not benefit from a right of withdrawal or, where applicable, the circumstances in which the consumer loses the right of withdrawal;

n) ~~a reminder of the existence of the legal guarantee of conformity for goods, digital content and digital services;~~ a reminder of the existence of the legal guarantee of conformity for goods and its main elements, including the minimum duration of two years pursuant to Article 133, in a visible manner, using the harmonised notice referred to in Article 65-ter;

n-bis) if the manufacturer offers the consumer a commercial durability guarantee at no additional cost, covering the good as a whole and lasting for more than two years, and makes this information available to the trader, information that the good is covered by such a guarantee, an indication of its duration and a reminder of the existence of the legal guarantee of conformity, in a visible manner, using the harmonised label referred to in Article 65-ter;

n-ter) a reminder of the existence of the legal guarantee of conformity for digital content and digital services;

n-quater) for goods comprising digital elements, for digital content or for digital services, where the producer or supplier makes such information available to the economic operator, the minimum period, whether expressed as a term or by reference to a date, for which the producer or supplier provides software updates;

o) where applicable, the existence and conditions of after-sales support for the consumer, after-sales services and commercial guarantees;

p) the existence of relevant codes of conduct, as defined in Article 18(1)(f) of this Code, and how a copy may be obtained, where applicable;

q) the duration of the contract, where applicable, or, if the contract is of indefinite duration or is an automatically renewable contract, the conditions for terminating the contract;

r) where applicable, the minimum duration of the consumer's obligations under the contract;

s) where applicable, the existence and conditions of deposits or other financial guarantees that the consumer is required to pay or provide at the trader's request;

t) where applicable, the functionality of goods with digital elements, digital content and digital services, including any applicable technical protection measures;

u) any relevant compatibility and interoperability of goods with digital elements, digital content and digital services, of which the trader is aware or can reasonably be expected to be aware, where applicable;

v) where applicable, the possibility of using an out-of-court complaint and redress mechanism to which the trader is subject and the conditions for accessing it;

v-bis) where applicable, the repairability index of the goods;

v-ter) (where point v-bis) does not apply and provided that the manufacturer makes such information available to the trader, information concerning the availability, estimated cost and ordering procedure for spare parts necessary to maintain the conformity of the goods, information on the availability of repair and maintenance instructions, and information on repair restrictions.

2. The pre-contractual information obligations referred to in paragraph 1 also apply to contracts for the supply of water, gas or electricity, where these are not sold in a limited volume or in a specified quantity, district heating, or digital content not supplied on a tangible medium.

3. In the case of a public auction, the information referred to in paragraph 1(b), (c) and (d) may be replaced by the corresponding details provided by the auction house.

4. The information referred to in paragraph 1(h), (i) and (l) may be provided by means of the standard withdrawal instructions set out in Annex I, Part A. The trader shall be deemed to have fulfilled the information requirements referred to in paragraph 1(h), (i) and (l) if he has provided the consumer with those instructions, duly completed. References to the fourteen-day withdrawal period in the standard withdrawal instructions set out in Annex I, Part A, shall be replaced by references to a thirty-day withdrawal period in the cases referred to in Article 52(1-bis).

5. The information referred to in paragraph 1 shall form an integral part of the distance contract or the off-premises contract and may not be altered except by the express agreement of the parties.

6. If the trader fails to fulfil the information obligations regarding additional charges or other costs referred to in paragraph 1(e), or regarding the costs of returning the goods referred to in paragraph 1(i), the consumer shall not be required to bear such additional charges or costs.

7. Where techniques allowing for individual communication are used, the information referred to in paragraph 1 shall be provided, at the consumer's request, in Italian.

8. The information obligations set out in this section are in addition to the information obligations contained in Legislative Decree No 59 of 26 March 2010, as amended, and in Legislative Decree No 70 of 9 April 2003, as amended, and do not preclude additional information obligations provided for in accordance with those provisions.

9. Without prejudice to the provisions of paragraph 8, in the event of a conflict between a provision of Legislative Decree No 59 of 26 March 2010, as amended, and Legislative Decree No 70 of 9 April 2003, as amended, concerning the content and manner of providing information, and a provision of this section, the latter shall prevail.

10. The burden of proof regarding compliance with the information obligations referred to in this section rests with the professional.

Art. 51

“Formal requirements for distance contracts”

1. In the case of distance contracts, the trader shall provide or make available to the consumer the information referred to in Article 49(1) in a manner appropriate to the means of distance communication used, in plain and intelligible language. Where such information is provided on a durable medium, it must be legible.

~~2. Where a distance contract to be concluded by electronic means imposes an obligation on the consumer to pay, the trader shall provide the consumer with the information referred to in Article 49(1)(a), (e), (q) and (r) in a clear and prominent manner, immediately before the consumer submits the order.~~

2. Where a distance contract to be concluded by electronic means imposes a payment obligation on the consumer, the trader shall provide the consumer with the information referred to in Article 49(1)(a), (e), (n-bis), (q) and (r) in a clear and prominent manner, immediately before the consumer submits the order.

The trader shall ensure that, at the time of placing the order, the consumer expressly acknowledges that the order entails an obligation to pay. If placing the order involves pressing a button or using a similar function, the button or similar function shall bear, in easily legible text, only the words ‘order with payment obligation’ or an equivalent unambiguous wording indicating that placing the order entails an obligation to pay the trader. If the trader fails to comply with this paragraph, the consumer is not bound by the contract or the order.

3. E-commerce sites shall indicate clearly and legibly, at the latest at the start of the ordering process, whether any delivery restrictions apply and which means of payment are accepted.

4. Where the contract is concluded by means of a distance communication medium that allows limited space or time for the provision of information, the trader shall provide, on or via that specific medium and prior to the conclusion of the contract, at least the pre-contractual information regarding the main characteristics of the goods or services, the identity of the trader, the total price, the right of withdrawal, the duration of the contract and, in the case of contracts of indefinite duration, the conditions for terminating the contract, as set out in Article 49(1)(a), (b), (e), (h) and (q) respectively, with the exception of the standard withdrawal form set out in Annex I, Part B, referred to in point (h). The other information referred to in Article 49(1), including the model withdrawal form, shall be provided by the trader in an appropriate manner in accordance with paragraph 1 of this Article.

5. Without prejudice to paragraph 4, if the trader telephones the consumer for the purpose of concluding a distance contract, at the start of the conversation with the consumer he must disclose his identity and, where applicable, the identity of the person on whose behalf he is making the call, as well as the commercial purpose of the call and the information referred to in Article 10 of Presidential Decree No 178 of 7 September 2010.

6. Where a distance contract is to be concluded by telephone, the trader must confirm the offer to the consumer, who is bound only after signing the offer or accepting it in writing; in such cases, the electronic document may be signed with an electronic signature in accordance with Article 21 of Legislative Decree No 82 of 7 March 2005, as amended. Such confirmations may also be provided, if the consumer consents, on a durable medium. In any event, the consent is not valid if the consumer has not first confirmed receipt of the document containing all the contractual terms and conditions, transmitted on paper or another durable medium that is available and accessible.

7. The trader shall provide the consumer with confirmation of the contract concluded on a durable medium within a reasonable time after the conclusion of the distance contract and at the latest upon delivery of the goods or before the performance of the service begins. Such confirmation shall include:

a) all the information referred to in Article 49(1), unless the trader has already provided the information to the consumer on a durable medium prior to the conclusion of the distance contract; and

b) where applicable, confirmation of the consumer's prior express consent and acceptance in accordance with Article 59(o).

8. If a consumer wishes the performance of services or the supply of water, gas or electricity, where these are not put up for sale in a limited volume or set quantity, or of district heating to commence during the withdrawal period provided for in Article 52(2), and the contract imposes an obligation on the consumer to pay, the trader shall require the consumer to make an explicit request to that effect and shall also ask the consumer to acknowledge that, once the contract has been fully performed by the trader, the consumer will no longer have the right of withdrawal.

8-bis. In order to strengthen the protection of domestic end customers and their right to choose the economic terms, sixty days after the date of entry into force of this provision, it shall be prohibited to make commercial solicitations by telephone, including by sending messages to consumers, aimed at proposing or concluding contracts for the supply of electricity and gas. The trader may contact the consumer by telephone, including by sending messages, where a request has been made directly to the trader via the trader's own digital interfaces, or where the contact has been made with the trader's own electricity and gas customers who have given their specific consent to receive commercial offers. It is the trader's responsibility to prove the validity of the contact.

8-ter. The telephone contacts referred to in paragraph 8-bis shall be made by the trader from a number that uniquely identifies them. Contracts entered into following contact made in breach of the provisions of paragraph 8-bis and this paragraph shall be null and void. The consumer may make use of the alternative dispute resolution mechanisms referred to in Part V, Title II-bis, and the conciliation service of the Regulatory Authority for Energy, Networks and the Environment.

8-quater. Users may report to the Data Protection Authority and the Communications Regulatory Authority (AGCOM) any calls made in breach of the provisions of paragraphs 8-bis and 8-ter, indicating the number from which the call originated. Should AGCOM, in the course of its own investigations or following the report referred to in the first sentence, establish that the call originates from numbers other than those assigned to the professional, it shall order the relevant telephone operator to immediately suspend the use of the lines assigned to that professional. The Data Protection Commissioner, as part of its own investigation, may request AGCOM, in the event of a significant number of reports of calls made without prior consent, to proceed with the suspension referred to in the second sentence. (Paragraph inserted by Article 1, paragraph 5-bis, of Decree-Law No 21 of 20 February 2026, converted with amendments by Law No 49 of 10 April 2026)

9. This Article is without prejudice to the provisions relating to the conclusion of electronic contracts and the transmission of orders by electronic means in accordance with Articles 12(2) and (3) and 13 of Legislative Decree No 70 of 9 April 2003, as amended.

Art. 65 ter

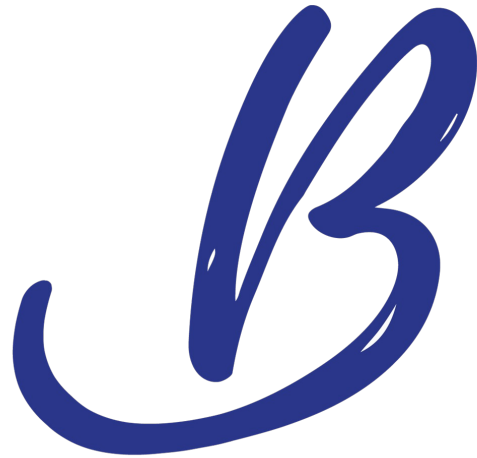
“Harmonised notice and harmonised label”

1. The information referred to in Article 48(1)(e) and Article 49(1)(n) shall be provided using the harmonised notice set out in Annex II-octies, Part 1.
2. The information referred to in Article 48(1)(e-bis) and Article 49(1)(n-bis) shall be provided using the harmonised label set out in Annex II-octies, Part 2.
3. By decree of the Minister for Enterprise and Made in Italy, to be published in the Official Journal, Annex II-octies shall be adapted to the amendments made to the implementing acts referred to in Article 22-bis of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011, setting out the format and content of the harmonised notice and the harmonised label referred to in this Article.

Annexes

Annex II-octies, as set out in Annex A to the decree, has been added.

Contacts



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