

2026 綠色採購新賽局

歐盟 ECGT
震撼來襲

防漂綠新思維

陳靖原 | 財團法人環境與發展基金會



簡報大綱

- 一、綠色採購：為何做、怎麼證明
- 二、何謂漂綠：
 辨識方法
 七宗罪與台灣調查
- 三、歐盟抗漂綠新規：
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- 四、結論

一、為何推動綠色採購

從政策、客戶、供應鏈到 ESG 的共同要求

為何推動綠色採購



配合政府政策：從獎勵到商機



爭取獎勵、補助

- 綠色採購績優單位
- 國家企業環保獎
- 國家永續發展獎
- 申請環保標章(EU, NZ, etc..)



爭取GPP商機

- 參與政府標案投標資格
- 擔任政府承包商資格

國內綠色產品主要驗證路徑



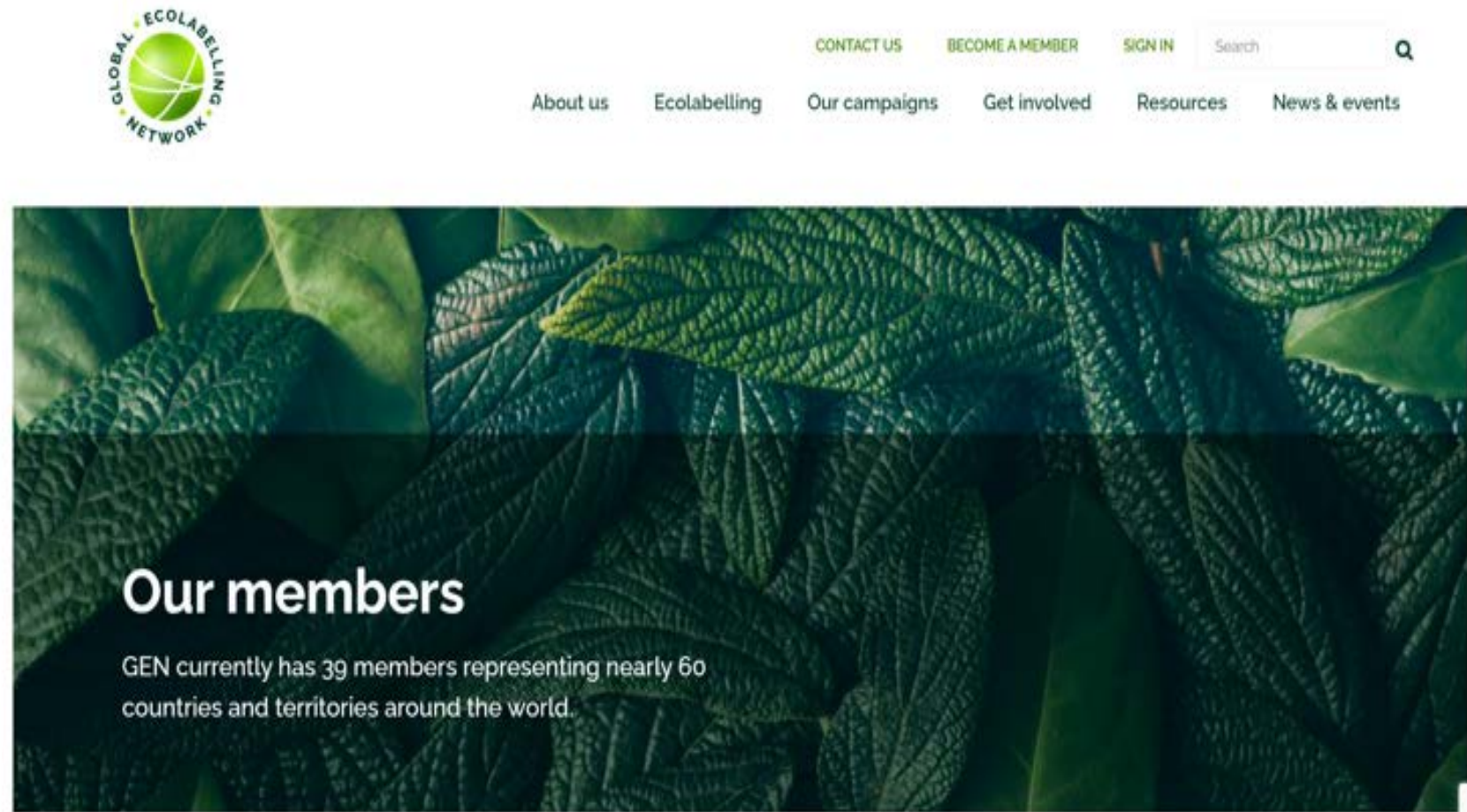
從「整體環境績效」到「資源循環、節能、省水、碳足跡、綠建材」形成多元驗證路徑

國際環保標章：綠色貿易的快速工具



透過全球環保標章 “Our members” 網頁，可以連結全球主要環保標章組織，直接取得全球環保標章之產品規格標準

<https://globalecolabelling.net/organizations/>



遵循國際指令: (RoHS/REACH為例)



重點

遵循國際指令不僅是法規義務，更是企業永續經營與全球市場拓展的關鍵！
提早因應、落實管理、持續改善，才能確保產品合規，贏得客戶與消費者的信賴。

產品合規：供應鏈管理的底線

**EU RoHS**
限制電子電氣設備中的特定有害物質



- ✓ 限制鉛、汞、鎘、六價鉻、PBB、PBDE 及四項鄰苯二甲酸酯等有害物質
- ✓ 適用電子電氣設備與部分醫療器材
- ✓ 需符合濃度限值並標示 CE
- ✓ 提供測試報告與技術文件備查



**REACH**
註冊、評估、授權與限制化學物質



- ✓ 年進口量 ≥ 1 噸需註冊
- ✓ 進行危害評估與風險管理
- ✓ 高關注物質 (SVHC) 需授權與揭露
- ✓ 持續關注法規更新



衝突礦產
以供應鏈盡職調查追溯 3T1G 來源



- ✓ 針對 3T1G：錫(Sn)、鉭(Ta)、鎢(W)、金(Au)、鈷(Co)、雲母(Mica)
- ✓ 依 OECD 指南進行盡職調查
- ✓ 向上游供應商索取來源資訊
- ✓ 提供盡職調查報告 (CMRT/EMRT)



**POPs / 加州 Prop 65**
有害物質禁用與警示要求

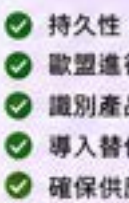


- ✓ POPs：禁用持久性有機污染物
- ✓ 加州 Prop 65：要求化學品警示
- ✓ 品牌無鹵要求等客戶規範
- ✓ 符合相關限值與標示要求





**PFAS 管理 (新興重點)**
限制持久性化學物質，因應全球管制



- ✓ 持久性、高移動性與生物累積性物質
- ✓ 歐盟進行全面限制提案、多國陸續管制
- ✓ 識別產品含 PFAS 情形與用途
- ✓ 導入替代材料與風險管理
- ✓ 確保供應鏈合規與資訊揭露



**遵循後的效益**



- ✓ 降低違規風險與罰款
- ✓ 提升產品品質與安全
- ✓ 增強客戶信任與品牌形象
- ✓ 強化供應鏈韌性
- ✓ 促進永續發展

 **合規不只是義務，更是企業永續經營與全球市場競爭的基石！**

滿足客戶要求：先分清楚制度性質

綠色 / 永續標章

由外部第三方制定標準並驗證，證明產品具有特定的環境或永續績效。



外部制度建立規格與驗證

由具公信力的第三方或標章組織制定標準，並進行驗證。



重點在產品績效、材料或生命週期

關注產品在環境面向的具體表現與改善。



依標準準備測試與證據

需提供測試報告、盤查數據等佐證，以符合標準要求。

品牌自訂供應鏈制度

由品牌（客戶）自行訂定要求並管理供應商，重點在風險控管與持續改善。



品牌自行訂定禁限用物質與稽核要求

依品牌策略與法規，設定自身標準。



要求供應商資格、材料承認與變更管理

透過承認流程、文件審查與定期稽核，確保供應商符合法規與品牌要求。



需建立可追溯文件與改善紀錄

保存檢測報告、稽核紀錄與改善措施，以利追蹤與持續提升。



重點

標章是「證明產品有多環保 / 永續」；供應鏈制度是「管理供應商要做什麼」。

兩者目的不同，但可互補，幫助企業同時滿足市場與法規要求、降低風險並提升競爭力。

品牌自訂供應鏈制度

國際品牌透過綠色產品 (GP) 與供應鏈行為準則，要求供應商在環境、化學品管理、衝突礦產與人權等面向符合國際規範，持續提升永續績效。

面向	SONY	Apple	Dell Technologies	HP	IKEA
 綠色產品 (GP) 標準	 Green Partner (GP)	 Apple 2030	 Dell Supplier Code	 HP Sustainable Impact	 IWAY Standard
 有害物質限制	- GP S-01：禁用物質清單 - GP S-02：管理物質清單	- 禁用物質清單 (MRSL) - 符合全球法規要求	- Dell 禁用/限制物質清單 - 符合全球法規 (如 RoHS)	- HP 全球禁用物質標準 - 符合 RoHS/REACH 等法規	- IKEA 禁用物質清單 - 嚴格高於法規要求
 化學品管理	- GP S-03：化學品管理標準 - GP S-06：產品中化學物質資訊	- Apple 化學品管理標準 - 供應商化學品資訊申報	- 化學品管理系統 - 物質資訊傳遞 (SDS/MSDS)	- HP 化學品管理要求 - 產品中化學物質揭露	- 化學品管理與替代計畫 - 供應鏈透明與揭露
 衝突礦產	- GP S-07：衝突礦產調查 - 符合 OECD 五大礦產指導原則	- 衝突礦產報告 (CMRT) - 符合 RMI/責任礦產倡議	- 衝突礦產調查 (CMRT) - 符合 OECD 指導原則	- 衝突礦產調查 (CMRT) - 負責任礦產採購	- 衝突礦產調查 - 符合負責任礦產倡議
 環境管理	- GP S-04：環境管理系統 - GP S-05：資源與能源管理	- 推動循環經濟與減碳 - 能源效率與再生能源	- ISO 14001 或同等系統 - 溫室氣體與廢棄物管理	- ISO 14001 或同等系統 - 節能、減碳與水資源管理	- IWAY 環境要求 - 氣候行動與資源管理
 人權與勞工	- 遵循 RBA 行為準則 - 禁止衝突礦產、強迫勞動等	- Apple 供應商行為準則 - 人權、勞工與健康安全	- Dell 供應商行為準則 - 禁止歧視、童工與強迫勞動	- HP 供應商行為準則 - 安全衛生與勞工權益	- IWAY 社會與勞工要求 - 工時、薪資與結社自由
 文件與稽核	- 提供 GP 自我評估調查表 - 可能進行現場稽核與改善追蹤	- SAQ 自我評估問卷 - 定期稽核與績效評估	- 自我評估與文件提供 - 現場稽核與改善計畫	- 自我評估問卷 (SAQ) - 稽核與改善追蹤	- IWAY 稽核 (第三方) - 改善計畫與追蹤驗證
 其他要求	- 產品環境品質確保 - 綠色包裝、節能設計等	- 產品可回收設計 - 減少包裝與塑膠使用	- 產品碳足跡揭露 - 環境目標與持續改善	- 產品設計環境化 (DfE) - 綠色包裝與回收方案	- 永續木材與原料追溯 - 產品耐用與可修復設計



重點提醒

- 各品牌要求相似，核心在有害物質管理、化學品資訊揭露、衝突礦產、人權與環境管理。
- 供應商應建立完善的管理系統、文件紀錄與持續改善機制。
- 及早因應法規與品牌要求，可提升競爭力並確保訂單資格。
- 建議定期關注品牌最新標準與法規更新。

CSR/ESG 創造綠色採購需求

綠色採購的定義



企業在採購商品或服務時，優先選擇對環境友善、符合法規與社會責任的產品，並要求供應商遵循相同標準。

為何是關鍵？



影響力最大
供應鏈的環境與社會影響，往往大於企業自身營運。



風險管理需求
掌握供應商的環境、勞動與道德風險，降低中斷與合規風險。



滿足利害關係人期待
投資人、客戶、政府與社會大眾日益重視供應鏈表現。



創造長期價值
提升資源效率、創新綠色產品與服務，強化競爭力與品牌形象。

與 CSR / ESG 的連結



環境 (Environment)



降低碳排與污染
選擇節能、低碳、低污染的產品與服務



節約資源與能源
推動循環經濟，減少原物料消耗



符合法規與國際標準
符合 RoHS、REACH、PFAS 管理等環保法規



社會 (Social)



保障人權與勞工權益
要求供應商遵守勞動條件，不使用童工等規範



提升職業安全與健康
降低供應鏈作業風險，保障員工健康安全



促進社會共好
優先採購在地、弱勢團體或社會企業產品



公司治理 (Governance)



強化供應鏈治理
建立供應商管理機制，落實稽核與持續改善



降低營運與聲譽風險
避免違法、環境事故與負面新聞影響



提升企業透明度與信任
揭露供應鏈管理績效，回應利害關係人期待

綠色採購帶來的效益



減少碳排放
與環境衝擊



降低成本
提升資源效率



降低法規與
營運風險



提升供應鏈韌性
與合作關係



提升品牌形象
與市場競爭力



吸引投資
創造永續價值

企業如何落實？



01 訂定政策與目標
建立綠色採購政策、目標與管理機制



02 評估與選擇供應商
納入環境、社會與治理標準進行評估與分級



03 納入契約與要求
將環保、法規與CSR要求納入合約與採購條款



04 監督與改善
定期稽核、績效追蹤，輔導供應商持續改善



05 揭露與溝通
揭露供應鏈管理成果，與利害關係人溝通



總結

綠色採購是企業落實 CSR / ESG 的起點與關鍵策略，透過供應鏈共同邁向低碳、合規、負責任的永續未來。



民間綠採-推動CSR/ESG

ESG：環境保護（E，Environmental）、社會責任（S，Social）
以及公司治理（G，governance）



資料來源：經濟部中小及新創企業署

由於一般投資人與投資機構難以客觀且全面評量企業ESG表現，**ESG 評等**可以用來衡量企業的 ESG 成績，故企業規劃ESG政策與程序時應考量ESG評等機構公布之評等指標。

考量評等的公正性，通常由獨立第三方執行評等，然而據統計，**全世界共有 600 多項不同的 ESG 評等機制**，因此多數投資人與投資機構以國際知名機構所推出的 ESG 評等為參考標準，其中「**S&P Global**」、「**MSCI**」、「**FTSE**」三大指數公司所出具的 ESG 評級是目前較具公信力的指標。

民間綠採-推動CSR/ESG



MSCI ESG評等
明列之35項關
鍵評等指標，
並無綠色採購
或消費要求。

3 大面向	環境保護 (E · environment)				社會責任 (S · social)				公司治理 (G · governance)	
10 主題	氣候變遷	自然資源	汙染 及廢棄物	環境機會	人力資源	產品責任	利益相關者 的否決權	社會機會	公司治理	公司行為
35 關鍵 指標	碳排放	水資源	有毒物質排 放及廢棄物	潔淨科技	勞工管理	產品安全 與品質	爭議性 的採購	溝通途徑	董事會	商業道德
	產品 碳足跡	生物多樣性 與土地利用	包裝材料 及廢棄物	綠建築	健康 與安全	化學品 安全性	社區關係	融資途徑	薪資	反競爭 措施
	融資對 環境的影響	原物料 採購	電子 廢棄物	再生能源	人力資源 發展	消費 金融保護		健康照護 途徑	所有權	
	氣候變遷的 應對性				供應鏈 勞工規範	資訊安全與 個人隱私		健康與營養 的機會	會計 與審計	
						責任投資				
						健康與入口 風險				

資料來源：動腦雜誌547期，2021年10月，翻譯自MSCI I(Morgan Stanley Capital International)報告

民間綠採-推動CSR/ESG



FTSE ESG評等將供應商管理列為環境保護（E，Environmental）、社會責任（S，Social）兩項之必要評等內容。



資料來源：中國節能皓信 <https://www.cecepec.com/tc/index.html>

民間綠採-推動CSR/ESG



金管會“永續經濟活動認定參考指引”，鼓勵金融業將資金導引至永續的經濟活動，帶動企業永續發展及減碳轉型，以及協助企業及金融業判斷何謂永續經濟活動。

營造建築與不動產業	新建築物	同時符合以下 2 項： 1. 綠建築標章達銀級以上 2. 建築能效標示達 2 等級以上
	既有建築物翻新	同時符合以下 2 項： 1. 綠建築標章達銀級以上 2. 建築能效標示達 2 等級以上
	建築內高能源效率設備之安裝及維修	至少符合以下其中 1 項： 1. 採購設備符合能源效率分級標示 1、2 級產品 2. 採購設備具備節能標章
	建築物或建築物內停車場的電動車充電站之安裝及維修	應符合「用戶用電設備裝置規則」規定

透過執行方式指引納入綠色採購作為

企業綠色採購系統建立重點





供應商需提供完整文件與證據，確保產品合規與品質

透過一致的文件、承諾與驗證，降低風險、符合法規與客戶要求，建立可追溯與可持續的供應鏈。



1. 承認書 / 規格書	2. 供應商保證書	3. SDS 安全資料表	4. 測試報告	5. 定期稽核	6. 其他要求
 確認料件與客戶要求的一致性 - 提供承認書或規格書 (如 Material Declaration) - 確認材料、成分、規格與客戶要求完全一致 - 簽署確認，承諾符合相關法規與客戶標準 關鍵重點 確保料件、成分、規格符合要求，避免規格不符	 明確承諾禁限用物質或環境要求 - 承諾不含客戶禁用物質 (如 RoHS、REACH、PFAS 等) - 符合環保、勞工安全、衝突礦產等要求 - 於變更時主動通知與重新保證 關鍵重點 供應商書面保證，降低違規與供應鏈風險	 掌握化學品危害與成分資訊 - 提供最新 SDS (Safety Data Sheet) - 揭露化學品危害、成分、物理化學性質 - 符合法規 (GB/T 16483、REACH、GHS 等) 關鍵重點 了解化學品風險，建構安全使用與管理基礎	 確認樣品、方法、限值實驗室認可與有效性 - 提供測試報告 (Test Report) - 確認樣品、測試方法、限值與結果 - 實驗室需具 ISO/IEC 17025 認可，報告具有效性 關鍵重點 以科學數據驗證，確保產品符合標準與法規	 確認文件與現場實況一致 - 定期進行文件審查與現場稽核 - 查核製程、物料、化學品管制與環境安全 - 確認改善措施與執行成效 關鍵重點 透過稽核確保制度落實，持續改善與風險管控	 依客戶或法規提供補充文件 - 產品碳足跡 / LCA 報告 - 原產地證明、衝突礦產聲明 - 包裝環境聲明、回收標示 - 其他客戶或法規要求文件 關鍵重點 滿足多元要求，強化永續與市場競爭力

文件與證據管理流程



最終目標



符合法規與客戶要求



降低供應鏈風險



保障產品品質與安全



提升企業永續與品牌信任

二、何謂漂綠

從行銷話術回到「可驗證、相關、完整」

漂綠：問題不在「說綠」，而在「說不清楚」

當一個組織花費在"綠色"廣告上的資源遠高於花在無害環境的做法時，就是漂綠。

- 維基百科 -

您聽過「碳中和航班」或「淨零排放肉」嗎？掛上現今炙手可熱的「環保關鍵字」，只要標榜低碳、碳抵換，就算完成各產業的氣候責任？這些恐怕都是打造出來的假象，「漂綠」（greenwashing）行為對於減緩氣候危機沒有任何意義，甚至可能誤導消費者支持高碳排企業。

- 綠色和平 -

漂綠常見手法（漂綠七宗罪）

看似環保，實為誤導！企業常見漂綠手法與重點說明

1 隱藏的權衡 (Hidden Trade-Off)



只談單一優點，
忽略其他重大環境衝擊

例

強調產品「省電」，
但製造過程高污染、
難回收或含有害物質。

提醒

應評估產品生命週期的
整體環境影響。

2 無證據 (No Proof)



沒有可取得或
可信的佐證

例

僅說「環保」、「對地球好」，
卻未提供任何數據、報告
或第三方驗證。

提醒

環境聲明應有科學依據
或第三方驗證支持。

3 模糊不清 (Vagueness)



用模糊、籠統的詞彙，
缺乏具體定義

例

標示「天然」、「無害」、
「綠色配方」，卻未說明
比例、來源或標準。

提醒

用詞應具體、明確，並
說明定義與適用範圍。

4 崇拜假標章 (Worshipping False Labels)



創造看似第三方認證
的圖樣或標章，誤導消費者

例

自創「綠色認證標章」，
外觀類似國際標章，
實際上無任何認證。

提醒

確認標章來源與認證單位
是否具公信力與透明度。

5 半真半假 (Irrelevance)



以不相關或次要的資訊，
讓人產生錯誤的環保印象

例

衣服強調「100% 無氟」，
但對環境影響極小，
卻刻意放大宣傳。

提醒

資訊應與主要環境議題
相關且具實質意義。



避免漂綠
的關鍵原則

✓ 真實透明

提供真實、完整且
可驗證的資訊。

✓ 科學依據

以數據、研究或生命週期
評估為基礎。

✓ 相關明確

資訊應與產品的主要
環境影響相關。

✓ 可驗證

透過第三方驗證或
公開文件佐證。

✓ 不誇大

避免誇大或暗示超出
事實的環境效益。



結論：消費者與企業都應提高警覺，選擇有證據、透明且可驗證的環境聲明，共同推動真正的綠色轉型！





漂綠常見手法（漂綠七宗罪）- 續



認識更多漂綠手法，做出正確採購決策！

5 不相關 (Irrelevance)



聲明可能為真，
但與購買決策無實質關聯

例

服飾產品強調「使用再生紙包裝」，
但包裝對整體環境影響極小，
消費者真正關心的是布料製程與
廢水排放。

提醒

關注與產品主要環境衝擊
相關的資訊，避免被次要
優點誤導。

6 兩害相權取其輕 (Lesser of Two Evils)



在本質高衝擊類別中，
強調相對較小的優點

例

清潔劑本身含大量化學成分，
僅強調「不含磷」或「較低 VOC」，
但整體仍屬高污染產品。

提醒

評估整體影響，而非只看
部分改善，避免忽略產品
本質的高風險。

7 說謊 (Fibbing)



環境聲明本身錯誤或虛假

例

宣稱「100% 天然、無毒無害」，
但實際檢驗含有有害化學物質；
或虛構不存在的認證或數據。

提醒

查證資訊來源與科學依據，
避免被虛假或誤導性宣傳
所影響。

採購判斷原則

不要只看「綠色字眼」，要追問與查證！



1. 基準是什麼？

與什麼比較？基準是否明確？



2. 適用範圍？

聲明涵蓋產品全生命週期，
還是僅部分階段或單一面向？



3. 有沒有數據？

是否提供量化數據與方法？



4. 有沒有證據？

是否有第三方驗證、認證或
科學報告支持？



5. 能不能驗證？

資訊是否公開透明，
可供追溯與查核？



關鍵提醒

多問一句、多查一步，
才能避免漂綠風險，做出真正永續的採購決策！

總結



不被表面
宣稱迷惑



重視證據
與數據



評估整體
環境影響



選擇可信
認證標章



推動透明
永續採購

理性判斷、嚴謹查證，
讓每一次採購都支持真正的綠色未來！



三、台灣漂綠調查

用本土市場資料看「聲明」與「證明」的落差

台灣漂綠調查：背景

- 2007年加拿大環保標章組織針對北美市場之商品進行漂綠現象之調查，顯示漂綠現象普遍存在北美市場之商品
- 2009年加國標章組織更將調查範圍擴及英國及澳大利亞，結果顯示商品漂綠現象嚴重，抽樣商品中98%至少犯了「漂綠七大罪」的一項以上
- 推廣綠色消費及綠色採購為綠色採購聯盟之宗旨，國內以往並無類似漂綠現況之調查，為瞭解國內市場現況，並教育消費者正確認識商品之環保訴求，故推動商品之漂綠現況調查

台灣漂綠調查：方法與樣本

參考國外漂綠分類，修正改分為三類，其分類流程及結果如右圖

1. 不具體：

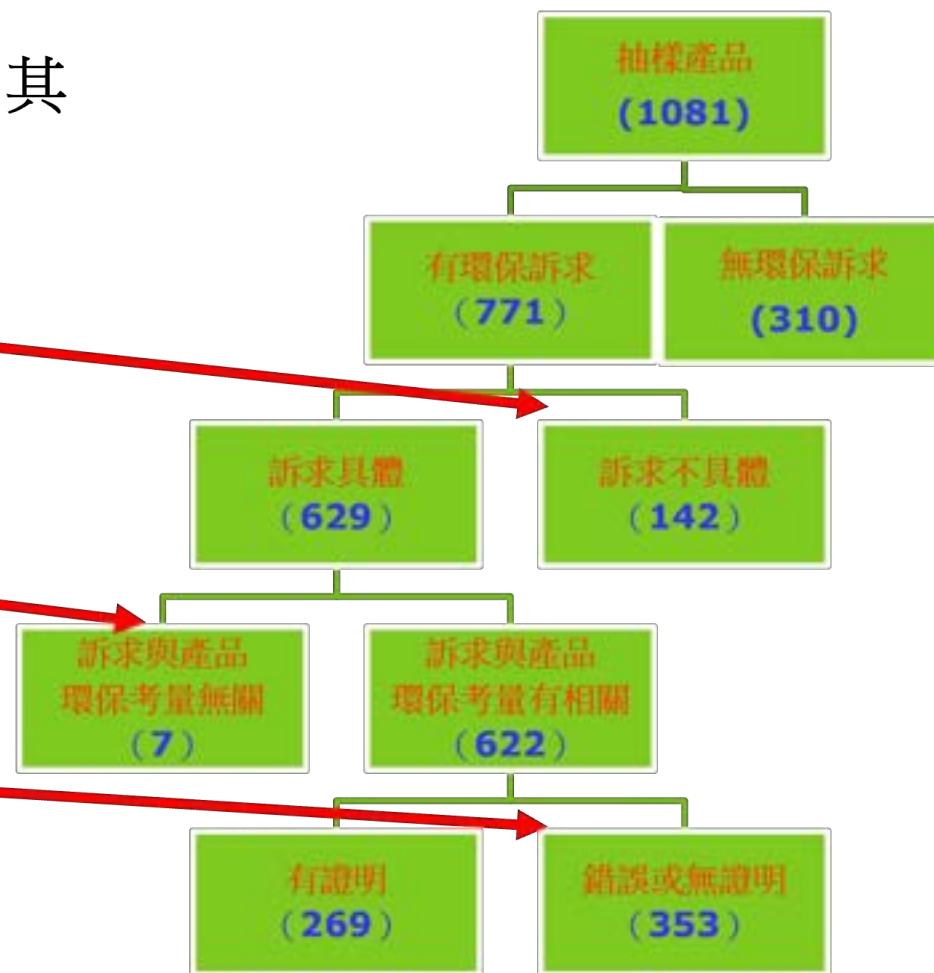
- 產品之環境訴求是否有有具體定性甚至定量之說明

2. 不相關：

- 具體的環境訴求與產品之主要環境考量是否相符

3. 錯誤或無證明：

- 訴求雖與產品考量一致，但其內容是否錯誤或無法提出文件證明



調查發現一：環境訴求很多但不具體

環保訴求不具體範例



光觸媒濃縮洗衣粉(盒)2kg

- ◆ 藍色光觸媒因子，更能有效漂白難洗汙漬
- ◆ 含氧漂白配方，快速潔白、除菌
- ◆ 低溫高效能蛋白酶分解酵素，強效分解頑垢汙漬
- ◆ 除黃垢並防污垢再附著
- ◆ 無磷環保不添加螢光增豔劑

環保訴求具體



冷洗精(環保配方)2800g

- ◆ 高級衣物及嬰幼兒衣物專用
- ◆ 消除衣服靜電、防止灰塵
- ◆ 特殊柔軟洗淨配方，適合各種貼身衣物
- ◆ 手洗、洗衣機皆適用

環保訴求不具體



簡約單玻璃抽屜-TV櫃/電視櫃

以創造舒適的生活環境為前提，採用環保的素材，百看不厭新品味，輕鬆自在的風格，為您的居家生活再加分！

環保材質符合歐盟、美國、日本各國所訂定最高安全等級。

環保訴求不具體

調查發現二：最大缺口是「證明」



四、歐盟抗漂綠新規

從消費者保護到綠色聲明的證實與溝通

歐盟對抗漂綠-主要指令

目前歐盟市面上存在超過230種的「綠色標章」(green label)，而歐盟執委會2020年發布之影響評估報告顯示，有53.3%之環境綠色聲明資訊模糊不清、具誤導性或毫無根據，有40%之聲明完全未經證實。為解決此一問題，歐盟期望透過綠色產品設計指令、綠色聲明管理指令、與數位產品護照等方式對抗漂綠行為。

歐盟反漂綠政策架構：從綠色新政到 ECGT 與綠色聲明指令

23



歐洲綠色新政 (European Green Deal)

2050 淨零排放，推動公平、繁榮且具競爭力的綠色轉型



《新循環經濟行動計畫》(2020)

使永續產品成為常態，賦予消費者權能，打擊漂綠，促進循環與資源效率

+



《新消費者議程》(2020)

強化消費者在綠色轉型中的角色與保護，確保消費者獲得可靠、清楚且有助於永續選擇的資訊

為落實消費者保護與反漂綠，歐盟發展兩條互補的制度路徑



路徑 1：ECGT 指令 (EU) 2024/825

(Empowering Consumers for the Green Transition)

管企業「可以怎麼說」— 防止誤導性環境聲明

2024/3/6 生效，2026/3/27 起適用於全體會員國
(修正《不公平商業行為指令》(2005/29/EC) 與《消費者權利指令》(2011/83/EU))



禁止誤導性環境聲明

不得使用模糊、籠統或無證據的說法（如：環保、天然、綠色）或宣稱產品具有中和、抵消、破中和等效果



規範永續標章

禁止使用未經驗證的標章；政府或第三方標章需透明、可靠



提供耐用性與可維修性等資訊

消費者於購買前應獲得有關產品耐用性、可維修性等資訊



強化消費者權益

確保消費者免受漂綠與提前汰換行為影響，支持永續選擇



目標：確保消費者獲得更可靠、清楚且有助於永續選擇的資訊，做出對環境與自身都有利的決策



路徑 2：Green Claims Directive (綠色聲明指令) 提案

(2023/3/22 歐盟執委會提出)

管環境聲明「如何證明」— 建立一致的證據標準



建立環境聲明的驗證與證據要求

要求企業以科學、可驗證的方法證明聲明的正確性與完整性



標準化方法與透明揭露

制定評估方法，要求揭露關鍵假設、範圍、數據來源與計算方法



適用所有環境聲明

涵蓋產品、服務與企業層級的環境聲明（線上與離線）



強化執法與一致性

會員國執法機關將獲得明確工具與協調機制，提升查核效能



目標：確保環境聲明有一致、可比較且可驗證的證據基礎，提升市場信任與公平競爭

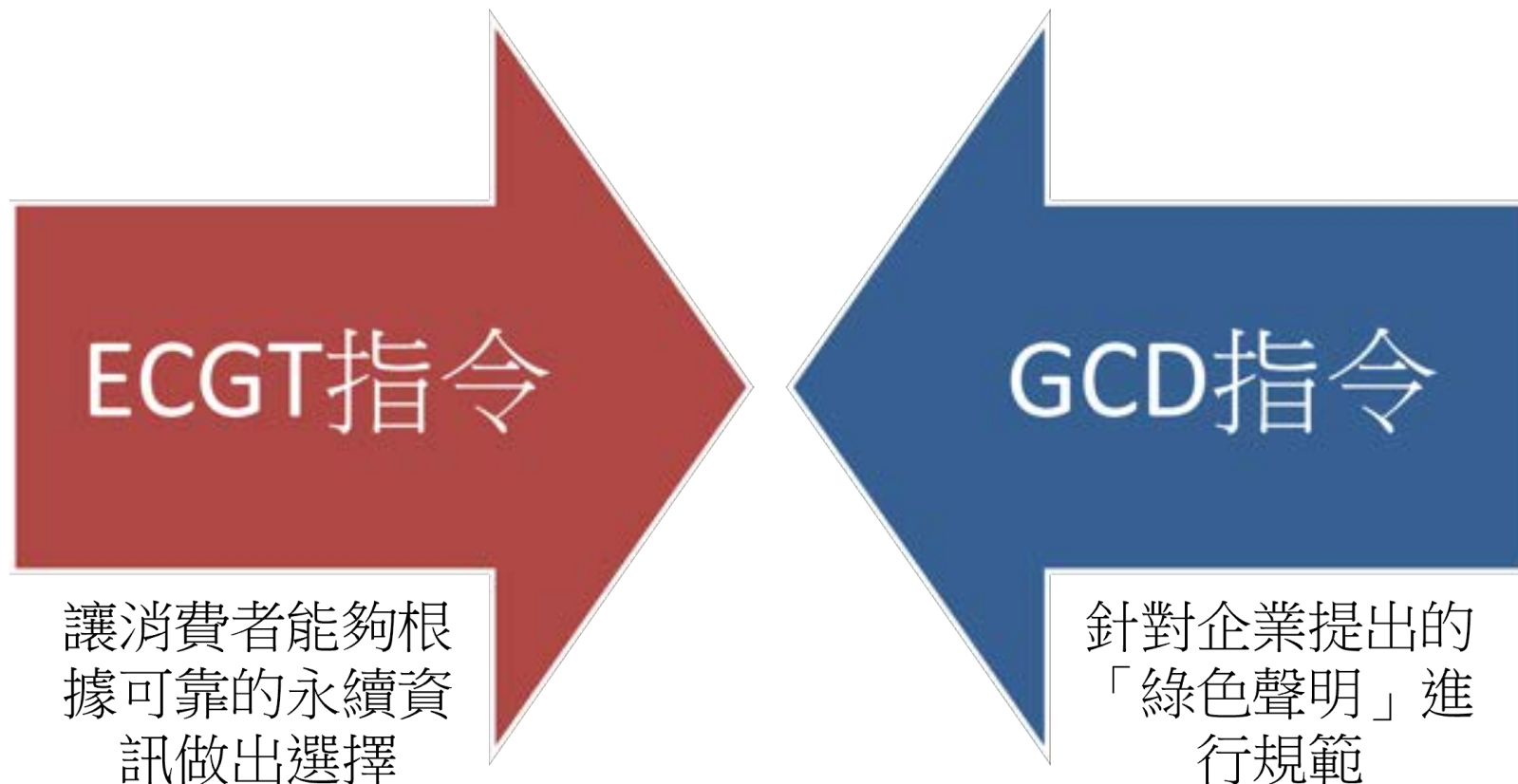


共同願景

打擊漂綠，提升資訊透明與可信度，賦能消費者做出永續選擇，推動歐洲綠色轉型與淨零未來



歐盟兩條主要反漂綠指令



兩項指令功能近似，都與「綠色行銷」和「消費者保護」相關

「賦能消費者邁向綠色轉型指令」（Empowering Consumers for the Green Transition Directive）正式名稱為“歐洲議會與理事會指令，修訂2005/29/EC 及 2011/83/EU 指令”。

歐盟對抗漂綠-ECGT指令

禁止漂綠與誤導性環保聲明，企業在產品標示、包裝、廣告中使用以下措辭時，必須具備可驗證的證據：「碳中和」(carbon neutral)「氣候友善」(climate friendly)「環保產品」(environmentally friendly)「零排放」(zero emissions)「可持續」、「自然」、「綠色」等類似聲稱

禁止對「碳補償」作為唯一依據，若企業主張產品為「碳中和」，但僅是透過購買碳權（如植樹或碳抵換項目）而非減少自身排放，該聲明可能被視為誤導。

重點：所有「通用環保聲明」（generic green claims）必須有具體佐證資料，例如LCA、第三方驗證報告。

歐盟對抗漂綠-ECGT指令

Empowering Consumers for the Green Transition Directive (ECGT Directive)

如果產品綠色聲明欠缺明確、客觀、可驗證的承諾，沒有具體實際之執行計畫，或未符合特定認證機制或環境效能標準，即具有漂綠嫌疑，而可能面臨消費者之民事求償、主管機關罰則，相關商業行動也可能被停止或禁止。 - KPMG

2024.03.18

ECGT：哪些綠色字眼風險變高？

1. 常見的環境聲明

-  環保
-  綠色
-  自然
-  氣候友善
-  永續
-  等籠統聲明

這些詞很正面，
但若缺乏具體資訊，
可能構成漂綠！

2. 容易構成誤導的情況

-  沒有清楚範圍
(適用條件、產品部分
或特定階段)
-  沒有客觀證據或
可驗證績效
-  容易讓消費者
產生錯誤印象
-  資訊不完整或
刻意隱藏關鍵資訊

不清楚、不完整、
沒有證據 = 誤導風險高

3. 環境聲明應該說清楚

對象是：產品、包裝、材料、製程，
還是企業本身？



- ✓ 適用範圍是什麼？例：整體生命週期？部分？
- ✓ 使用哪些標準或方法？
- ✓ 數據與證據來源是什麼？
- ✓ 第三方驗證或標章為何？

說清楚才能讓消費者做出
正確且有意義的選擇

4. 避免把局部改善 包裝成整體優越性

錯誤示範



正確做法



✓ 誠實透明，才是真正的
整體環境優越性



關鍵提醒



清楚具體
界定範圍



提供證據
可驗證



資訊透明
不誤導



避免誇大
或片面強調



促進真正的
永續發展



讓環境聲明成為信任的橋樑，而不是漂綠的陷阱！





禁止未經第三方驗證或不受監管的環保 / 永續標籤

確保標籤真實可靠，避免漂綠誤導，保護消費者與採購決策

1 標籤必須建立在 驗證制度或公權力基礎上



公權力基礎

由政府機關或
公法實體建立的制度



驗證制度基礎

由具公信力的第三方
驗證機構建立的制度

✓ 驗證制度應具明確標準、驗證流程與監管機制，
並定期查核，資訊公開透明

2 企業自創標籤風險高 若使消費者誤認為獨立驗證



綠色星級
★★★★☆



企業自創圖示、徽章、星級或文字，
若未經第三方驗證或不受監管，
容易讓消費者誤以為具獨立驗證，
漂綠風險大幅提高！

3 採購端應落實審查 確認標籤的可信度與有效性



主動核對標籤背後的制度與驗證資訊，
把關採購決策，降低漂綠風險

採購端應核對的關鍵資訊

1 制度所有者



- 是由政府機關、公協會
- 或具公信力的組織建立？
- 制度是否受監管？

2 標準



- 驗證依據的標準是什麼？
- 標準是否公開、可取得？

3 驗證者



- 誰執行驗證或查核？
- 是否為獨立第三方？
- 是否具能力與公信力？

4 證書號碼



- 是否有驗證證書號碼？
- 可否追溯查驗？

5 有效期



- 驗證是否在有效期內？
- 到期日為何？



採購決策原則

只採信有制度、有驗證、有監管的標籤，
拒絕未經第三方驗證或以誤導方式呈現的自創標籤！



可信標籤，來自透明制度與嚴謹驗證；
綠色採購，從查證開始！



ECGT 指令 (2024/825) 實施時程一覽



Empowering Consumers for the Green Transition Directive (ECGT)

讓消費者在綠色轉型中獲得明確資訊，做出永續選擇

關鍵時程



重點事項

- | | | | | |
|--|---|---|--|---|
| <ul style="list-style-type: none"> ● 建立更清晰、可靠且可比較的環境宣稱規範 ● 提高消費者對綠色產品與服務的信任 ● 打擊漂綠行為 (Greenwashing) | <ul style="list-style-type: none"> ● 各會員國制定相關法律、行政規章與執法機制 ● 設立監管單位與懲處規定 ● 確保與現行消費者保護法及其他環境法規一致 | <ul style="list-style-type: none"> ● 環境宣稱須具： <ul style="list-style-type: none"> • 科學依據 • 可驗證性 • 透明與清晰 • 公平且不具誤導性 ● 適用於所有商品與服務 (含線上與離線) | <ul style="list-style-type: none"> ● 不得使用未經驗證之一般性環境宣稱 <ul style="list-style-type: none"> • 例：環保、綠色、永續、氣候友善等 ● 除非該宣稱已依指令規定取得驗證或符合特定條件 | <ul style="list-style-type: none"> ● 僅允許基於卓越環境績效的宣稱 ● 依照歐盟委員會採納之「方法、基準與閾值」 ● 將以授權法案 (Delegated Act) 方式另行公告 |
|--|---|---|--|---|



指令
目標



保護消費者，
免於誤導性宣稱



促進永續消費
與綠色轉型



確保公平競爭，
支持真正永續的企業



強化單一市場內
環境宣稱的一致性與信任

註：實際適用日期以各會員國完成轉置之國內法規規定為準，建議企業持續關注歐盟委員會後續發布之實施細則與指引。



亞洲國家的政府標章：標章擁有者與驗證者都是政府，違反 ECGT 指令

29



ECGT 指令要求：
驗證制度 (certification scheme)
必須符合以下核心條件



驗證必須以
獨立第三方驗證
為基礎



監督 (驗證) 機構
必須獨立於制度擁有者
與使用企業



具透明性、公信力，
並在公平且無歧視的
條件下對所有企業開放

法律依據：

UCPD 第 2(r) 條 (經 ECGT 指令修正)
及指令第 2(1)(a) 條



亞洲國家政府標章：違反 ECGT 指令

標章擁有者與驗證者都是政府單位，缺乏獨立性



違反原因：驗證者 (符合性監督機構) 未獨立於制度擁有者與使用企業，
不符合 ECGT 指令對「驗證制度」的獨立性要求。

依據

- 經 ECGT 指令修正後之 UCPD 第 2(r) 條：驗證制度是由第三方進行驗證的制度，
以證明產品、製程或企業符合特定要求。
- 指令第 2(1)(s) 條：符合性須由具備能力且獨立的第三方監督，其監督方式應符
合國際、歐盟或國家標準。



因此，該政府標章在歐盟市場上不得用於任何商業傳播，屬於禁止行為！



符合 ECGT 指令的驗證制度應有之結構 (示意)

驗證者必須是獨立第三方，與政府及企業皆獨立



符合關鍵：驗證機構為獨立第三方，確保客觀、公正與公信力，
符合 ECGT 指令對「驗證制度」的各項要求。

重點說明

- 制度擁有者 (scheme owner) 與使用企業 (trader) 是否為同一法人，
並非禁止；重點在於驗證者必須獨立。
- 即使制度擁有者是政府，也必須將驗證工作委託給獨立第三方機構，才能
符合 ECGT 指令的要求。

制度擁有者
可與企業同一法人



驗證者
必須獨立



OK



截至 2026 年 9 月 27 日，市場上所有永續標章均須符合 ECGT 指令要求，否則不得再用於商業傳播。
(ECGT 指令未提供此日期之後的額外過渡期間)



重要提醒！

請下載並閱讀 ECGT 指令 FAQ

掌握最新規範，避免漂綠風險，確保合規！



知規範・懂要求・做合規
讓永續行銷更可靠！



FAQ 涵蓋重點



驗證制度 (certification scheme)
的要求與適用



永續標章的使用規範
(禁止誤導性標示)



環境聲明的透明性與可驗證性



符合性監督與第三方驗證



常見問題與實務案例

立即下載



**ECGT 指令 FAQ
PDF 檔**

請點擊下方連結下載



官方連結 (歐盟執委會)

[https://commission.europa.eu/
publications/empowering-consumers-
green-transition-directive-faq_en](https://commission.europa.eu/publications/empowering-consumers-green-transition-directive-faq_en)

(提供多國語言版本)



及早了解・正確應用・降低風險・建立信任

讓您的產品與行銷資訊，符合 ECGT 指令要求，贏得市場與消費者信賴！



ECGT 指令 (EU) 2024/825 自 2026 年 9 月 27 日起全面適用，請即刻行動！



ECGT 指令：違規後果與重點提醒

建立可信環境聲明，避免漂綠風險與法律責任！



- 1** 違反 ECGT 規範的環境聲明，
將依其所修正的 EU 消費者保護法
及會員國執法制度處理；
ECGT FAQ 本身未另訂具體罰款額度。



執法依據

- 依據 ECGT 指令所修正的 EU 消費者保護法 (UCPD, CRD 等)
- 由會員國主管機關執法

可能的罰則額度 (依 EU 規則)

4%

重大跨境違規：
最高罰款額度至少達
相關會員國年營業額的 **4%***



若無法取得營業額資料：
最高罰款額度至少 €200 萬



其他可能措施

- ✓ 停止不公平商業行為
- ✓ 命令更正或揭露資訊
- ✓ 沒收違法所得
- ✓ 消費者救濟/賠償
- ✓ 各會員國可訂定更嚴格罰則

- 2** 請留意因網路廣告造成的
「長臂管轄」問題

即使企業未在某會員國設立公司或實體，
只要該國消費者**可接觸到您的環境聲明**
(例如網站、社群媒體、線上廣告)，
仍可能受該國消費者保護法
及執法機關的管轄與處罰。



您的企業
(境外)

網路廣告 / 數位內容



歐盟消費者
(任一會員國)



可能面臨：要求下架、停止廣告、更正聲明或處罰、
罰鍰與賠償責任、品牌聲譽與市場風險



建議：建立可查核的證據鏈、定期檢視與更新聲明、保留文件與驗證機制，
降低長臂管轄風險。



更多資訊：ECGT 指令 (EU) 2024/825
官方 FAQ (歐盟執委會)

https://commission.europa.eu/publications/empowering-consumers-green-transition-directive-faq_en

ECGT 指令對照漂綠七宗罪：打擊漂綠，守護真實永續

ECGT 指令 (EU) 2024/825 促進消費者獲得真實、可驗證、可比較的環境資訊

漂綠七宗罪 (常見漂綠手法)		ECGT 指令對應重點	對企業的提醒
1	 模糊不清 使用籠統、含糊或過於寬廣的環境聲明	 限制籠統環境聲明 聲明必須具體、清楚、明確且不誤導，以利消費者理解並做出選擇 (第 2(1)(a) 條)	 避免使用「環保」、「友善環境」等籠統用語，應說明具體環境面與表現。
2	 無證據／說謊 做出無法證實或虛假的环境聲明	 強化證實、查證與執法 環境聲明須有科學證據，並可由第三方驗證；並賦予主管機關調查與制裁權限 (第 2(1)(c)、(f) 條)	 建立可驗證的證據與數據，留存文件；確保聲明可被查證與重現。
3	 假標章 使用無驗證制度或無公權力依據的永續標章／標籤	 限制無驗證制度或公權力依據的永續標章 標章必須建立於符合要求的驗證制度 (certification scheme) 或由公權力設立 (第 2(1)(s)、附件 I)	 僅使用符合要求的標章；採購或行銷前，請確認標章背後的驗證制度是否合規。
4	 隱藏權衡 僅強調部分正面效果，隱藏重大負面影響	 強調重大環境面與生命週期觀點 聲明不得隱藏或弱化產品生命週期中重大環境影響 (第 2(1)(b)、(e) 條)	 以生命週期觀點評估與揭露重大環境影響，避免片面呈現。
5	 兩害相權 以局部改善或較小優勢，暗示整體環境更優勢	 避免局部改善造成整體環境優越的錯誤印象 比較性聲明須公平、具代表性，且不產生整體優越的錯誤印象 (第 2(1)(d) 條)	 進行比較時，確保基準相同、資訊完整，不誤導消費者對整體表現的判斷。
6	 不相關 聲明與產品實際環境效益無關或關聯性低	 確保聲明與產品相關且具實質意義 環境聲明必須與產品或企業的實際環境表現有直接關聯 (第 2(1)(a)、(b) 條)	 確保聲明聚焦於產品實際、可衡量的環境表現，避免過度延伸。
7	 虛假隱藏 重要資訊置於不顯眼處，使消費者難以注意	 重要資訊必須清楚、顯著且易取得 限制隱藏重要資訊的作法，確保消費者易於注意與理解 (第 2(1)(g)、(h) 條)	 重要條件、限制或假設應清楚揭露，不得以過小字體或不明顯方式呈現。

ECGT 指令核心原則



真實

以科學證據為基礎



可驗證

可由第三方查證



可比較

資訊完整且公平比較



永續

促進真正的環境改善

法律依據

Directive (EU) 2024/825 on empowering consumers for the green transition



自 2026 年 9 月 27 日起全面適用

所有環境聲明與永續標章必須符合 ECGT 指令要求，否則不得用於商業傳播。違反者將面臨主管機關調查、命令停止、罰鍰等處分。



建議行動

- ✓ 檢視現有環境聲明與標章是否符合 ECGT 指令
- ✓ 建立證據文件與驗證機制，提升透明度與可信度
- ✓ 持續關注指令 FAQ 與指南，確保合規



請下載並閱讀
ECGT 指令 FAQ
掌握最新規範！

五、結論

把「綠色聲明」當成受控的合規資訊

關鍵結論

- 綠色採購正在從「買有標章的產品」走向「管理可信的環境資訊」
- 企業端需同時顧及「供應鏈管理」及「綠色產品/服務銷售」
- 漂綠的最大風險常不是完全造假，而是模糊、片面、無證據
- 歐盟規則把綠色聲明拉進消費者保護、驗證與執法框架
- 企業競爭力將取決於：能不能把每一句綠色聲明變成可查核的證據鏈

謝謝聆聽

綠色採購 × 防漂綠 × 可驗證的環境聲明



European Commission

Questions & Answers

Brussels, June 2026

Disclaimer:

This document provides answers to frequently asked questions by stakeholders related to Directive (EU) 2024/825 of the European Parliament and of the Council of 28 February 2024 amending Directives 2005/29/EC and 2011/83/EU as regards empowering consumers for the green transition through better protection against unfair practices and through better information. Any views expressed in this document are the preliminary views of the European Commission (EC) services and may not under any circumstances be regarded as stating an official position of the EC. Only the Court of Justice of the European Union is competent to authoritatively interpret EU law.

General note

The new [Directive on Empowering Consumers for the Green Transition](#) (Directive (EU) 2024/825, ECGT Directive) amends two existing consumer directives: the [Unfair Commercial Practices Directive](#) (Directive 2005/29/EC, UCPD) and the Consumer Rights Directive (Directive [2011/83/EU](#), CRD).

The amendments do not change the scope and logic of intervention of these two existing Directives but introduce targeted changes, to regulate vague and misleading environmental claims and sustainability labels under the UCPD and mandating better and more harmonised information at the point of sale on consumers' legal guarantee rights, and on the repairability and durability of goods under the CRD. This will ensure a strengthened horizontal 'consumer protection safety net' (*lex generalis*), improving consumer protection and consumer information in all sectors falling within the scope of the UCPD and the CRD, complementing and filling gaps in sector-specific Union law that regulates specific aspects of unfair commercial practices (*lex specialis*), but not taking precedence over it.

These answers to frequently asked questions do not constitute a formal Commission position or legally binding interpretation of the ECGT Directive. The exclusive competence to provide authoritative interpretation lies with the Court of Justice of the European Union. It is the responsibility of the national competent bodies, including courts, to enforce the provisions of the Directive.

For further information on the ECGT Directive, the UCPD, and the CRD please check also:

- https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/sustainable-consumption_en
- <https://eur-lex.europa.eu/eli/dir/2024/825/oj>
- https://commission.europa.eu/law/law-topic/consumer-protection-law/consumer-contract-law/consumer-rights-directive_en
- https://commission.europa.eu/law/law-topic/consumer-protection-law/unfair-commercial-practices-and-price-indication/unfair-commercial-practices-directive_en.

The Guidance Notices¹ on the UCPD and CRD were updated and issued by the Commission in 2021. Section 4.1.1 of the UCPD Guidance Notice covers the application of the UCPD to environmental claims, i.e. prior to the adoption of Directive 2024/825.

Why this Questions & Answers document?

Recital 42 of the ECGT Directive states:

'To facilitate the proper application of this Directive, it is important that the Commission keeps the guidance documents on Directives 2005/29/EC and 2011/83/EU updated to take into account the content of this Directive.'

Recital 42 of ECGT Directive did not set a specific timeline to update the Commission's guidance documents on the UCPD and the CRD.

As a general practice, the Commission updates these guidance documents after a certain period of application has elapsed, allowing for the accumulation of relevant case law, enforcement decisions, and practical experience. Given that transposition of the ECGT Directive is still ongoing, and the date of application will be 27 September 2026, the Commission will proceed to updating the current 2021 guidance notices at a later date. The Commission issues this Questions & Answers document to facilitate a coherent application of the ECGT Directive in the meantime.

¹ [https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52021XC1229\(05\)&from=EN](https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52021XC1229(05)&from=EN); [https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52021XC1229\(04\)&from=EN](https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52021XC1229(04)&from=EN)

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QUESTIONS IN RELATION TO THE UCPD, AS AMENDED BY ECGT DIRECTIVE:

1. COULD YOU CLARIFY THE MATERIAL SCOPE OF THE ECGT DIRECTIVE? FOR EXAMPLE, DO CORPORATE COMMUNICATION, SUSTAINABILITY AND CORPORATE SUSTAINABILITY REPORTING FALL WITHIN THE SCOPE OF THE DIRECTIVE?

The UCPD establishes a harmonised legal framework to address unfair business-to-consumer (B2C) commercial practices across the European Union. Article 3(1) defines its material scope, specifying that the Directive applies to 'unfair business-to-consumer commercial practices, as laid down in Article 5, before, during and after a commercial transaction in relation to a product'. Accordingly, the UCPD targets commercial practices affecting consumers' economic interests at any stage of a commercial transaction. Article 2(d) further clarifies that 'commercial practices' encompass any act, omission, or communication **directly connected** with the promotion, sale, or supply of a product to consumers.

The Directive is strictly limited to B2C practices. Business-to-business (B2B) commercial practices fall outside its scope. Certain aspects of B2B practices are instead governed by other EU instruments, notably the Misleading and Comparative Advertising Directive (2006/114/EC), the EU Platform-to-Business Regulation (2019/1150) and, for the agricultural and food supply chain, Directive (EU) 2019/633 on unfair trading practices. I The UCPD does not prevent Member States from extending its protection to businesses in B2B relations at the national level, however, such measures are not part of the harmonised EU framework.

The UCPD is a cross-sectoral, in principle and subject to some exceptions, also a fully harmonised legal instrument that safeguards consumers' economic interests across the EU. It applies to all sectors and addresses a broad spectrum of unfair B2C commercial practices through its principle-based rules and the blacklist of prohibited practices in Annex I. By establishing a uniform, overarching framework, the UCPD regulates unfair commercial practices occurring before, during and after a B2C transaction. Its principle-based rules can be applied to practices such as greenwashing and planned obsolescence already today, before the amendments introduced by the ECGT Directive enter into application.

The general scope of the UCPD has not been modified by the ECGT Directive. It continues to cover '...unfair business-to-consumer commercial practices, as laid down in Article 5, before, during and after a commercial transaction in relation to a product.' (Article 3(1) UCPD).

The amendments of the ECGT Directive are both under the horizontal provisions and in Annex I:

- specific prohibitions in relation to greenwashing and early obsolescence, through targeted amendments in Article 6 (on misleading actions) and Article 7 (on misleading omission) which require a **case-by-case assessment**, i.e. a "transactional decision test" should confirm that the practices concerned cause or are likely to cause average consumers to take a transactional decision that they would not have taken otherwise;
- additional prohibitions in relation to greenwashing and early obsolescence in Annex I, the so **called "blacklist" of commercial practices that are prohibited under all circumstances**, for which there is no need to demonstrate the negative impact of the practice on the average consumer's transactional decision.

It is important to highlight that the UCPD does not regulate the intrinsic characteristics or composition of goods, services, or companies, but focuses exclusively on how these are presented to consumers, such as through marketing and commercial communications.

Corporate sustainability reporting, such as annual sustainability reports or disclosures required under the Corporate Sustainability Reporting Directive (CSRD), is typically not in scope of the UCPD/ECGT Directive, because these reports are often mandatory and addressed to investors, rather than being part of B2C commercial practices. However, if a company uses information from its sustainability report in voluntary advertising or marketing directed at consumers, such communication falls under the UCPD/ECGT Directive,

for example, if it constitutes an environmental claim concerning the product or the company in general.

2. THE DEFINITION OF 'ENVIRONMENTAL CLAIM' INCLUDES CLAIMS THAT 'IMPLY' A POSITIVE OR ZERO IMPACT ON THE ENVIRONMENT. HOW SHOULD THE TERM 'IMPLY' BE INTERPRETED IN THIS CONTEXT?

The definition of 'environmental claim' in the ECGT Directive is broad in scope. This broad interpretation is consistent with the approach already taken under the existing UCPD regarding environmental claims.

According to Article 2(o) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive, an 'environmental claim' means any message or representation which is not mandatory under Union or national law, in any form, including text, pictorial, graphic or symbolic representation, such as labels, brand names, company names or product names, in the context of a commercial communication, and which states or implies that a product, product category, brand or trader has a positive or zero impact on the environment or is less damaging to the environment than other products, product categories, brands or traders, or has improved its impact over time'.

The provision cited above does include both implicit or explicit messages or representations, and as they are introduced in the same manner, they require the same assessment as to whether they are misleading. Such a message or representation could constitute a misleading 'environmental claim' if it contains false information and is therefore untruthful or in any way, including its overall presentation, deceives or is likely to deceive the average consumer, even if the information is factually correct, and in either case causes or is likely to cause the average consumer to take a transactional decision that he or she would not have taken otherwise. This applies in particular when the claim relates to one or more of the elements set out in Article 6(1) of the UCPD, including the main characteristics of the product.

The claim that implies that a product '[...] has a positive or zero impact on the environment' should therefore be assessed under the UCPD on a case-by-case basis, considering the overall commercial context, including the use of visual elements, the wording and presentation, and the likely impact on the average consumer.

As indicated in the UCPD Guidance Notice 'accordingly, also the imagery and overall product presentation (i.e. layout, choice of colours, images, pictures, sounds, symbols or labels), should be a truthful and accurate representation of the scale of the environmental benefit, and should not overstate the benefit achieved. Implicit claims may, depending on the circumstances of the case, include the use of images (e.g. trees, rainforests, water, animals) and colours (e.g. blue or green backgrounds or text) that are associated with environmental sustainability.' (UCPD Guidance Notice under 4.1.1.3. p.76).

Under the UCPD, as amended by the ECGT Directive, an environmental claim where 'the specification of the claim is not provided in clear and prominent terms on the same medium' constitutes a 'generic environmental claim' which, due to its inclusion under point 4a in Annex I to the UCPD ('blacklist'), as amended by Article 1(4) of the ECGT Directive, is outright prohibited. By definition, generic environmental claims are 'made in written or oral form'. Therefore, implicit claims (colours or images) on their own, without written or spoken text, cannot be considered generic environmental claims. However, claims made in written form or orally *combined* with implicit claims could constitute a generic environmental claim.

Further to the definitions pertaining to environmental claims in Article 2(o), (p) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive, examples can be found in Recitals 4, 8, 9, 11 and 13 of the ECGT Directive. Additional interpretation and practical examples are provided in the current UCPD Guidance Notice, particularly in section 4.1.

3. HOW ARE EXISTING BRAND NAMES OR PRODUCT NAMES THAT ARE PROTECTED BY INTELLECTUAL PROPERTY RIGHTS, AFFECTED BY THE NEW RULES ON ENVIRONMENTAL CLAIMS UNDER THE ECGT DIRECTIVE?

Commercial practices towards consumers that are implemented via brand names and product names, regardless of their protection under intellectual property law, are not excluded from the scope of the UCPD/ECGT Directive.

Article 2(o) of the UCPD as amended by Article 1(1)(b) of the ECGT Directive states that: *'environmental claim' means any message or representation which is not mandatory under Union or national law, in any form, including text, pictorial, graphic or symbolic representation, such as **labels, brand names, company names or product names**, in the context of a commercial communication, and which states or implies that a product, product category, **brand** or trader has a positive or zero impact on the environment or is less damaging to the environment than other products, product categories, **brands** or traders, or has improved its impact over time.'*

The same Article 2 of the UCPD under point (p), as amended by Article 1(1)(b) of the ECGT Directive defines 'generic environmental claim' as *'any environmental claim made in written or oral form, including through audiovisual media, that is not included on a sustainability label or where the specification of the claim is not provided in clear and prominent terms on the same medium.'*

Article 1(4) of the ECGT Directive inserted a new point 4a in Annex I to the UCPD, which lists unfair commercial practices that are prohibited under all circumstances:

'4a. Making a generic environmental claim for which a trader is not able to demonstrate recognised excellent environmental performance relevant to the claim.'

Article 2(s) of the UCPD as amended by Article 1(1)(b)(s) of the ECGT Directive states that *'recognised excellent environmental performance means environmental performance compliant with Regulation (EC) No 66/2010 of the European Parliament and of the Council or with national or regional EN ISO 14024 type I ecolabelling schemes officially recognised in the Member States, or top environmental performance in accordance with other applicable Union law'.*

Accordingly, brand names, and product names regardless of their protection under intellectual property law may be assessed as environmental claims under the ECGT Directive if they convey an environmental message, either explicitly or implicitly. This assessment must be made on **a case-by-case basis**, considering the overall commercial context, including visual elements, product packaging, marketing, and whether the presentation is likely to lead the average consumer to believe the product or brand has a positive or zero impact on the environment or is less damaging to the environment than other products, product categories, brands or traders, or has improved its impact over time. This also means that the use of terms such as 'green' or 'blue' in a brand name, company name or product name, or the use of such colours, **does not automatically constitute an environmental claim** under the ECGT Directive, where, in the relevant commercial context, those terms or colours are **unlikely to lead the average consumer to expect** that the brand, product or company offers an environmental benefit.

However, if terms such as 'green', 'blue', 'eco' 'natural' or 'climate neutral' are used in a brand name or product name **in a way that is likely to create an environmental association for the average consumer**, even without any other explicit advertising on the environmental benefits of the brand or product, then such use may constitute an environmental claim under the ECGT Directive. In that case, the trader would need to specify the environmental claim in clear and prominent terms on the same medium. If no such specification is provided, the claim is considered a generic environmental claim and must comply with the corresponding requirements, and the trader must demonstrate the recognised excellent environmental performance relevant to the claim made. According to Article 4(3)(a) and Recital 40 of the Directive (EU) 2015/2436 *to approximate the laws of the Member States relating to trade marks* (Recast), provisions relating to unfair competition or consumer protection are applicable to trade marks.

'Any Member State may provide that a trade mark is not to be registered or, if registered, is liable to be declared invalid where and to the extent that the use of the trade mark may be prohibited pursuant to provisions of law other than trade mark law of the Member State concerned or of the Union.'

This means that brand names and product names which are misleading or are (generic) environmental claims, thereby in breach of substantive law, such as the UCPD, may be refused registration or invalidated under trade mark law. The decision as to whether such names can be validly registered and protected by intellectual property rights is left to the discretion of Member States, including the management of pre-existing names already protected by intellectual property rights. In principle, Member States should ensure that national authorities are able to take action against traders using brand names and product names that constitute misleading claims under the UCPD, without being hindered by existing intellectual property rights.

It is generally unlikely that individual trade marks would be considered 'sustainability labels' (which is a 'trust mark, quality mark or equivalent'), since trade marks are required to be commercially distinctive from those of other traders or products. However, as clarified in the recitals of the ECGT Directive, trade marks that are 'certification marks' (as defined in Article 27 of the Trade Mark Directive (EU) 2015/2436) can function as sustainability labels if they promote a product, process or business with reference to its environmental or social characteristics or both. In such cases, traders may display these certification marks only if the marks are established by public authorities or are based on a certification scheme.

4. COULD YOU PROVIDE FURTHER CLARIFICATION ON WHEN AN ENVIRONMENTAL CLAIM IS CONSIDERED GENERIC AND WHEN IT IS NOT, UNDER THE ECGT DIRECTIVE?

A generic environmental claim is defined in Article 2(p) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive, as follows: *'any environmental claim made in written or oral form, including through audiovisual media, that is not included on a sustainability label and where the specification of the claim is not provided in clear and prominent terms on the same medium'.*

This means that if a claim such as 'gentle on the environment', 'nature's friend' or 'green' is included on a sustainability label, it will not be considered as a generic environmental claim. Such a sustainability label will be forbidden to be displayed if it is not based on a certification scheme or not established by public authorities. However, as stated in Recital 8 of the ECGT Directive, such labels can still be considered as constituting an environmental claim in the sense of Article 2(o) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive, if it is used in a way that suggests or creates the impression that a product has a positive or zero impact on the environment, or is less damaging to the environment than competing products. As such, claims made as part of a sustainability label can still be subject to other relevant provisions of the UCPD. This should preclude traders from using sustainability labels as a 'safe haven' for misleading or irrelevant claims.

Recital 9 of the ECGT Directive refers to examples of generic environmental claims such as 'environmentally friendly', 'eco-friendly', 'green', 'nature's friend', 'ecological', 'environmentally correct', 'climate friendly', 'gentle on the environment', 'carbon friendly', 'energy efficient', 'biodegradable', 'biobased' or similar statements that suggest excellent environmental performance. These generic environmental claims are prohibited if recognised excellent environmental performance cannot be demonstrated (Annex I point 4a to the UCPD, as amended by Article 1(4) of the ECGT Directive). Recital 9 further clarifies that:

'Whenever the specification of the environmental claim is provided in clear and prominent terms on the same medium, such as the same advertising spot, the product's packaging or online selling interface, the environmental claim is not considered to be a generic environmental claim.'

For example, the claim 'climate-friendly packaging' (without further specifications) is considered a generic environmental claim and would be subject to the prohibition on such claims unless it is based on recognised excellent environmental performance. In contrast, a

claim like '100% of energy used to produce this packaging comes from renewable sources' would be considered a specific environmental claim and does not fall under the prohibition on generic environmental claims. However, whether such a claim is permitted ultimately depends on the specific circumstances of the case, including how the claim is presented and what evidence is provided to support it. The environmental claim must also comply with other relevant provisions of the UCPD.

In practice, the specification of the claim should be provided next to, or as part of, the claim in clear and prominent terms on the same medium (Recital 9 of the ECGT Directive and Article 2(p) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive). In the current UCPD Guidance Notice, it is already highlighted that based on Article 7 of the UCPD concerning misleading omissions 'in case environmental claims are made on the packaging of products or other communication channels (e.g. posters, billboards, magazines), which have limited space for specifications, the location of the main environmental claim and supplementary information about the claim should enable an average consumer to understand the link between both' and 'If there is no space to specify the environmental claim, then the claim should generally not be made.' (2021/C 526/01, 4.1.1.4, page 80). This remains valid and does not change through the ECGT Directive.

5. WHEN DESIGNING THE ARTWORK OF PACKAGING, SHOULD COMPANIES BE AWARE OF ANY ELEMENTS (E.G. ART WITH GREEN LEAVES OR WATER DROPS) THAT WOULD RISK BEING CONSIDERED TO CONTAIN A GENERIC ENVIRONMENTAL CLAIM OR A SUSTAINABILITY LABEL?

When designing packaging artwork, companies should be mindful that certain visual elements, such as green leaves, water drops, or similar nature-related icons, may be interpreted by consumers as implicit environmental claims, that in combination with a claim made in written form or with a logo, depending on the context and presentation, could be subject to the requirements of the ECGT Directive, such as related to generic environmental claims or sustainability labels.

Overall, traders should exercise caution when using icons, symbols, images, or artwork that could be perceived as (implicit) environmental claims or trust marks. For example, a green leaf or water drop, when combined with logos or positioned next to statements about sustainability or natural ingredients, may be seen by the average consumer as a voluntary trust mark or quality mark.

Given the broad definition of sustainability labels in Article 2(1)(q) of the ECGT Directive (*'any voluntary trust mark, quality mark or equivalent, either public or private, that aims to set apart and promote a product, a process or a business by reference to its environmental or social characteristics, or both, and excludes any mandatory label required under Union or national law'*), elements such as green leaves or water drops may fall within its scope depending on the intended use, the overall context of the communication, and most importantly, consumer perception.

Moreover, as already indicated in the current UCPD Guidance Notice 'accordingly, also the imagery and overall product presentation (i.e. layout, choice of colours, images, pictures, sounds, symbols or labels), should be a truthful and accurate representation of the scale of the environmental benefit, and should not overstate the benefit achieved. Implicit claims may, depending on the circumstances of the case, include the use of images (e.g. trees, rainforests, water, animals) and colours (e.g. blue or green backgrounds or text) that are associated with environmental sustainability.' (UCPD Guidance (2021/C 526/01) under 4.1.1.3. p.76).

The key benchmark of the UCPD for assessing whether a commercial practice is misleading is the impact on the 'average consumer': *'...in order to determine whether a particular description, trade mark or promotional description or statement is misleading, it is necessary to take into account the presumed expectations of an average consumer who is reasonably well informed and reasonably observant and circumspect.'*

It is important to highlight that the average consumer test is not a statistical test. This means that national authorities and courts can make this assessment based on their analysis

of presumed consumer expectations, without necessarily having to commission expert reports or consumer surveys.

6. HOW ARE GENERIC CLAIMS OF CARBON NEUTRALITY REGULATED UNDER THE ECGT DIRECTIVE?

Claims on carbon neutrality are covered through the following amendments:

- Prohibitions added in Annex I to the UCPD, as amended by Article 1(4) of the ECGT Directive:
 - a. Generic claims of carbon neutrality are subject to the rules applying to generic environmental claims. Therefore, generic claims, such as 'carbon-neutral', 'climate neutral', 'carbon compensated', or 'carbon positive', are prohibited unless the trader can demonstrate recognised excellent environmental performance relevant to the claim (Annex I point 4a to the UCPD, as clarified by Recital 9 of the ECGT Directive).
 - b. Claims on products based on the offsetting of greenhouse gas emissions, such as those asserting that a good or service is 'carbon-neutral' or has a 'reduced, compensated, or positive impact on the environment in terms of greenhouse gas emissions' based on offsetting, are prohibited under Annex I point 4c to the UCPD, as clarified by Recital 12 of the ECGT Directive. Such claims can only be allowed when they are based on the actual lifecycle impact of the product in question within the product's own value chain.
- Amendments to Article 6 of the UCPD on misleading actions, subject to a case-by-case assessment:
 - c. Claims on products or at company level related to future environmental performance, including in the form of a transition to carbon or climate neutrality, are prohibited on a case-by-case assessment without clear, objective, publicly available and verifiable commitments set out in a detailed and realistic implementation plan that includes measurable and time-bound targets and other relevant elements necessary to support its implementation, such as allocation of resources, and that is regularly verified by an independent third party expert, whose findings are made available to consumers (Article 6(2)(d) of the UCPD, as amended by Article 1(2)(b) of the ECGT Directive, clarified in Recital 4 of the ECGT Directive).

7. HOW CAN A TRADER DEMONSTRATE 'RECOGNISED EXCELLENT ENVIRONMENTAL PERFORMANCE' IN ORDER TO LAWFULLY USE A GENERIC ENVIRONMENTAL CLAIM UNDER THE ECGT DIRECTIVE?

Under Article 2(p) and Annex I point 4a to the UCPD, as amended by Article 1(1)(b), (4) of the ECGT Directive, a 'generic environmental claim' may only be used if it is based on recognised excellent environmental performance. If the specification of the environmental claim is provided in clear and prominent terms on the same medium, such as the same advertising spot, the product's packaging or online selling interface, this will not be considered a generic environmental claim.

According to Article 2(s) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive 'recognised excellent environmental performance' means *'environmental performance compliant with Regulation (EC) No 66/2010 of the European Parliament and of the Council or with national or regional EN ISO 14024 type I ecolabelling schemes officially recognised in the Member States, or top environmental performance in accordance with other applicable Union law'*.

A trader has three possible ways to demonstrate 'recognised excellent environmental performance': 1) by compliance with the [EU Ecolabel](#) (Regulation (EC) No 66/2010)²; 2) by compliance with national or regional EN ISO 14024 type I ecolabelling schemes³, officially

² Therefore the products should be awarded with the EU Ecolabel.

³ Therefore the products should be awarded with these national or regional ecolabels.

recognised in the Member States, such as the Nordic Swan, Blue Angel, the Austrian Ecolabel, or the Dutch Ecolabel (Milieukeur); or 3) by compliance with top environmental performance for a specific environmental characteristic in accordance with other applicable Union laws, such as for example recognised excellent environmental performance in accordance with the Energy Labelling Regulation.

It is important to highlight that the recognised excellent environmental performance in question should be relevant to the claim. For example, a generic environmental claim on a product such as 'energy efficient' could be made based on recognised excellent environmental performance in accordance with, for example, the Energy Labelling Regulation (Regulation (EU) 2017/1369). By contrast, a generic environmental claim such as 'biodegradable' could not be made based on the EU Ecolabel, if there are no requirements for biodegradability in the specific EU Ecolabel criteria related to the product in question.

As the scope of the EU Ecolabel is to promote products with a reduced environmental impact during their entire life cycle, claims such as "better for the environment", "environmentally friendly", "green", "ecological" or "eco-friendly" can be used on products awarded with the EU Ecolabel or national or regional EN ISO 14024 type I ecolabelling schemes officially recognised in the Member States.

The only exception is for products that are mixtures (e.g. detergents, cosmetics, paints) when they are labelled according to the [Classification, Labelling and Packaging \(CLP\) Regulation](#)⁴, as they need to comply with Article 25 (4) of that Regulation, according to which, statements such as 'non-toxic', 'non-harmful', 'non-polluting', 'ecological' or any other statements indicating that the substance or mixture is not hazardous or any other statements that are inconsistent with the classification of that substance or mixture shall not appear on the label or packaging of any substance or mixture.

On the top of the claims "environmentally friendly", etc., there are other generic claims that could be used for EU Ecolabel products and products being awarded with national or regional EN ISO 14024 type I ecolabelling schemes officially recognised in the Member States.

These claims are specific to the product groups and depend on the criteria that are set for them.

Moreover, some (non-exhaustive) examples of product-group-specific generic claims based on the text of the Commission Decisions establishing [EU Ecolabel criteria for specific product groups](#) are:

- For EU Ecolabel Textiles products: "assembled with minimal use of toxic chemicals"
- For EU Ecolabel Furniture and Bed Mattress products: "easy to recycle"
- For EU Ecolabel Tourist Accommodation: "use less energy and water and produce less waste than traditional accommodation"
- For EU Ecolabel Electronic Display: "products are easy to repair and upgrade"
- For EU Ecolabel Coverings: "easy to repair, quick to dismantle and low emissions guaranteed"
- For EU Ecolabel Cleaning products "cleaning and sustainably sourced ingredients, and recyclable packaging"
- For EU Ecolabel Gardening products: "reduce soil and water pollution"
- For EU Ecolabel Lubricants: "have a limited impact on the aquatic environment"
- For EU Ecolabel Paper products: "made with recycled or sustainable sources"
- For EU Ecolabel Personal Care products: "do not contain intentionally added microplastics and limit packaging waste"

⁴ [Regulation \(EC\) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation \(EC\) No 1907/2006](#)

Moreover, in the case of the EU Ecolabel, as the EU Ecolabel Regulation establishes a horizontal restriction of hazardous chemicals in EU Ecolabel goods, it could be stated that “the presence of hazardous chemicals in EU Ecolabel goods is strictly restricted”.

8. WHAT IS MEANT BY A ‘CERTIFICATION SCHEME’ UNDER THE ECGT DIRECTIVE?

Displaying a sustainability label that is not based on certification scheme or not established by public authorities is prohibited under Annex I point 2a to the UCPD, as amended by Article 1(4) of the ECGT Directive. Pursuant to Article 2(r) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive, a ‘certification scheme’ is defined as a third-party verification scheme that certifies a product, process, or business as compliant with specified requirements. Sustainability labels that are not established by public authorities must be based on such certification schemes. Its requirements must be publicly available and meet specific criteria set out in the Directive.

According to Article 2(1)(s) of the ECGT Directive, these are the requirements for a certification scheme:

- Certification must be based on independent third-party verification.
- The scheme’s requirements and terms must be publicly available.
- Compliance must be monitored by a competent, independent third party, in line with international, Union, or national standards (e.g. ISO 17065, or mechanisms provided for in Regulation (EC) No 765/2008 etc).
- The scheme must be transparent, credible, and open to all traders under fair and non-discriminatory terms.
- The scheme must be open to all traders willing and able to comply (non-exclusivity).
- The scheme owner sets the requirements in consultation with relevant experts and stakeholders.
- The scheme must allow for the use of a corresponding sustainability label.

As clarified by Recital 7 of the ECGT Directive, before displaying a sustainability label the trader must ensure that the sustainability label is based on a certification scheme that meets the minimum conditions of transparency and credibility, including the existence of objective monitoring of compliance with the requirements of the scheme. For that the trader has to check the publicly available terms of the scheme.

It is not prohibited that the scheme owner and the trader (displaying the sustainability label) is the same entity, as long as the certification scheme is compliant with the requirements mentioned above, including its openness under transparent, fair and non-discriminatory terms to all traders willing and able to comply with the scheme’s requirements. Likewise, it is not prohibited for the scheme owner and the trader to be independent from each other. In other words, the relationship between the scheme owner and the trader is not explicitly stipulated in the definition provided by the ECGT Directive. This stands in contrast to the requirements for the third party responsible for monitoring compliance whose competence and independence from both the scheme owner and the trader must be ensured according to international, Union or national standards and procedures. Even if there were certain international standards that might allow for the scheme owner and third party to be the same, compliance with the provisions of the ECGT Directive can only be achieved if the scheme owner and the third party are legally separated, i.e. there are two different legal entities.

Any sustainability label on the market as of 27 September 2026 must comply with these provisions. Existing schemes that do not meet the requirements of Article 2(r) of the UCPD, as amended by Article 1(1)(b) of the ECGT Directive must be adapted accordingly, otherwise the associated labels must be removed from commercial communications. The ECGT Directive does not provide for a transition period beyond this date.

There are no specific rules set by the ECGT Directive concerning the following:

- each certification scheme is responsible for setting its own requirements, which are to be developed by the scheme owner in consultation with relevant experts and stakeholders. This approach allows for flexibility and adaptation to sector-specific or product-specific circumstances.
- monitoring of compliance with the scheme's requirements must be carried out by a third party. This monitoring should be based on 'international, Union or national standards and procedures'. This approach allows for flexibility and adaptation to sector-specific or product-specific circumstances.

9. WHAT TYPES OF SOCIAL CHARACTERISTICS ARE REFERRED TO IN THE ECGT DIRECTIVE?

Article 6(1)(b) of the UCPD is amended by Article 1(2)(a) of the ECGT Directive to include explicitly – among other – claims regarding 'social characteristics' to the list of main characteristics of a product in respect of which a trader's practices can be considered misleading, following a case-by-case assessment. The concept of 'social characteristics' is clarified in Recital 3 of the ECGT Directive. According to the ECGT Directive,

'Information provided by traders on the social characteristics of a product throughout its value chain can relate, for example, to the quality and fairness of working conditions of the workforce involved, such as adequate wages, social protection, the safety of the work environment and social dialogue. Such information can also relate to respect for human rights, to equal treatment and opportunities for all, including gender equality, inclusion and diversity, to contributions to social initiatives or to ethical commitments, such as animal welfare. The environmental and social characteristics of a product can be understood in a broad sense, encompassing the environmental and social aspects, impact and performance of a product.'

The amendments introduced by the ECGT Directive clarify and emphasize - in both the recitals and the enacting terms of the Directive - the relevance of social characteristics. Specifically, Articles 6(1)(b) and 7(7) UCPD, as amended by ECGT Directive, now explicitly refer to social characteristics, including them among the 'main characteristics' of a product, that must not be misleadingly presented to consumers. Moreover, under Article 2(q) of the UCPD, the definition of 'sustainability labels' explicitly refers to 'set apart and promote a product, a process or a business by reference to its environmental or social characteristics, or both.' Recitals 1, 3, 6, 7, and 10 of the ECGT Directive further elaborate on the policy importance of these aspects.

Traders must refrain from providing misleading information about the social characteristics of their products and businesses. Traders should be able to furnish evidence as to the accuracy of factual claims in relation to a commercial practice (Article 12(a) of the UCPD). Traders must also refrain from displaying a sustainability label that is not based on a certification scheme or not established by public authorities.

10. COULD YOU CLARIFY THE SCOPE OF THE PROHIBITION INTRODUCED BY ANNEX I POINT 4C TO THE UCPD, WHICH PROHIBITS CLAIMS THAT A PRODUCT HAS A NEUTRAL, REDUCED OR POSITIVE IMPACT ON THE ENVIRONMENT IN TERMS OF GREENHOUSE GAS EMISSIONS WHEN SUCH CLAIMS ARE BASED ON THE OFFSETTING OF GREENHOUSE GAS EMISSIONS?

Annex I point 4c to the UCPD, as introduced by Article 1(4) of the ECGT Directive, prohibits:

'Claiming, based on the offsetting of greenhouse gas emissions, that a product has a neutral, reduced or positive impact on the environment in terms of greenhouse gas emissions.'

As stated in Recital 12 of the ECGT Directive:

'It is particularly important to prohibit the making of claims, based on the offsetting of greenhouse gas emissions, that a product, either a good or service has a neutral, reduced, or positive impact on the environment in terms of greenhouse gas emissions.'

The prohibition is intended to prevent consumers from being misled into believing that a product, or its production and supply, has no environmental impact or that offsetting outside

the product's value chain is equivalent to actual emission reductions within it. Such claims can falsely suggest that the consumption of the product itself has no environmental impact, when in reality, the environmental impact is merely attempted to be compensated to a certain extent elsewhere.

Recital 12 also gives examples of such claims: 'climate neutral', 'CO₂ neutral certified', 'carbon positive', 'climate net zero', 'climate compensated', 'reduced climate impact' and 'limited CO₂ footprint'.

A typical example would be claiming that a specific flight is climate neutral because the airline invests in a reforestation project in tropical rainforest, which will fall under this prohibition. *Recital 12 also states: 'Such claims should only be allowed when they are based on the actual lifecycle impact of the product in question, and not based on the offsetting of greenhouse gas emissions outside the product's value chain, as the former and the latter are not equivalent. Such a prohibition should not prevent companies from advertising their investments in environmental initiatives, including carbon credit projects, as long as they provide such information in a way that is not misleading and that complies with the requirements laid down in Union law.'*

The prohibition in Annex I point 4c to the UCPD does not apply when a "climate neutral, reduced or positive" claim is based on the actual emissions footprint of the product itself, considering its value chain and actual lifecycle impact. For instance, certain biomass-based products can lead to more CO₂ being stored than is emitted along their value chain. Any such claims would need to be substantiated through proper life cycle assessments.

While claims based on carbon offsetting outside the product's value chain are prohibited, companies may still make climate-related claims regarding their products, as long as these are based on real, verifiable reductions in greenhouse gas emissions throughout the actual product's lifecycle. For instance, it is allowed to state that a product has a 'reduced CO₂ impact', if this is specified in clear and prominent terms on the same medium, and based on actual improvements in the production processes.

The prohibition in Annex I point 4c does not apply to claims based on offsetting at company level, however such claims remain subject to other relevant provisions of the UCPD.

Finally, the above prohibition does not prevent companies from communicating about their investments in environmental initiatives, including carbon credit projects, provided this information is presented transparently and is not misleading, and complies with other applicable Union law.

See also Q4.

11. COULD YOU CLARIFY THE SCOPE OF THE PROHIBITION OF ADVERTISING BENEFITS TO CONSUMERS THAT ARE IRRELEVANT AND DO NOT RESULT FROM ANY FEATURE OF THE PRODUCT OR BUSINESS?

According to Article 6(2)(e) of the UCPD, as amended by Article 1(2)(b) of the ECGT Directive 'advertising benefits to consumers that are irrelevant and do not result from any feature of the product or business' is considered misleading subject to a case-by-case assessment.

This new misleading practice is of a cumulative nature. Advertising benefits to consumers must be both irrelevant and not result from any feature of the product or the business.

Recital 5 of the ECGT Directive further clarifies that

'Another potentially misleading commercial practice to be added to the specific practices referred to in Article 6(2) of the UCPD is advertising benefits to consumers that are irrelevant and not directly related to any feature of that specific product or business and which could mislead consumers into believing that they are more beneficial to consumers, the environment or society than other products or traders' businesses of the same type, for example, claiming that a particular brand of bottled water is gluten-free or claiming that paper sheets do not contain plastic.'

In the examples provided in Recital 5 of the ECGT Directive, the advertised benefit, namely that a particular brand of bottled water is gluten-free, has no relevance for the product itself, as water does not normally contain gluten. It is in fact true that water is gluten-free by nature, meaning all bottled water, regardless of the trader, shares this characteristic. Therefore, 'gluten-free' is an irrelevant benefit, as it does not result from any specific feature of the product and is common to all bottled water; it is not directly linked to any particular brand. Similarly, paper sheets do not normally contain plastic. By contrast, advertising a benefit such as 'extra protein' in a particular brand of yogurt is relevant, as protein content varies between yogurts and may result from specific ingredients or formulations unique to that brand.

Advertising a benefit that is shared by most products in a category is not automatically misleading if the benefit is genuinely relevant to the product. For instance, the claim 'nickel-free' jewellery could be compliant with the UCPD, as amended by the ECGT Directive, subject to the jewellery genuinely containing no nickel, as, some jewelleries do contain nickel which can cause allergies for certain consumers, hence they are actively seeking to avoid it. Similarly, in case certain shampoos would contain added microplastics, the advertising of a shampoo as 'without microplastics but equally effective' may be a relevant benefit, as it highlights a specific feature of a product and indicates it achieves the same texture coating effect as microplastics but using ingredients that do not contain these.

12. COULD YOU CLARIFY THE PROHIBITION OF CLAIMS RELATED TO FUTURE ENVIRONMENTAL PERFORMANCE, IN PARTICULAR CONCERNING THE VERIFICATION BY A THIRD-PARTY EXPERT?

Article 6 (2)(d) of the UCPD, as amended by Article 1(2)(b) of the ECGT Directive, prohibits environmental claims related to future environmental performance, following a case-by-case assessment, where they are not supported by clear, objective, publicly available and verifiable commitments and targets given by the trader and set out in a detailed and realistic implementation plan that shows how those commitments and targets will be achieved and that allocates resources to that end. The ECGT Directive requires that an independent third-party expert verifies claims related to future environmental performance. According to Recital 4, this expert must be independent from the trader, free from conflicts of interest, and possess experience and competence in environmental issues. While the Directive does not specify whether the expert must be a public authority or a private entity, in practice, private auditors or consultancy companies can serve this role.

The verification process must ensure that the expert is capable of monitoring the trader's progress towards environmental commitments and targets. The Directive does not prescribe a specific verification methodology, but the expert must be able to provide credible, objective, and regular assessments. The trader is responsible for ensuring that the chosen expert fulfils all requirements set out in the Directive, particularly regarding independence and competence.

The ECGT Directive states that monitoring should be conducted 'regularly' but does not define a specific time interval. It is left to be determined what constitutes 'regular' verification, taking into account the nature of the commitments and the specific circumstances. Best practices would suggest annual or biennial reviews, or additional verification if significant changes occur.

The ECGT Directive requires that the 'regular findings' of the third-party expert are made available to consumers (Recital 4). However, it does not specify the exact means for making the information accessible. Therefore, several options are possible as long as consumers can easily access the information, e.g. via a QR code on product packaging or marketing materials that guides consumers to the findings on the trader's website.

Similarly, there are also no specific requirements under the ECGT Directive for the implementation plan to be presented on the same medium as the environmental claim. It is sufficient if the claim refers consumers to where the information can be found, e.g. through a QR code guiding to the implementation plan on the - trader's website.

13. TO WHAT EXTENT MUST THE METHOD OF COMPARISON REFERRED TO IN ARTICLE 7(7) OF THE UCPD BE EXPLAINED? SHOULD THE EXPLANATION BE UNDERSTANDABLE TO THE AVERAGE CONSUMER?

Where a trader provides a service which compares products based on any of the factors listed in Article 7(7) of the UCPD, as amended by Article 1(3) of the ECGT Directive, namely on environmental or social characteristics or on circularity aspects, including durability, reparability or recyclability and provides the consumer with information in this respect, to be compliant with the requirements set out in this Article the trader must provide information about the compared products and their suppliers, as well as the method of comparison and the measures in place to keep that information up to date.

Omitting such information which is considered “material” will constitute a misleading commercial practice if such practice causes or is likely to cause average consumers to take a transactional decision that they would not have taken otherwise. Similarly, presenting such information in an unclear or unintelligible manner based on the ‘average consumer test’ may constitute a misleading commercial practice. Therefore, the method of comparison must be explained to the extent that an average consumer would be able to fully comprehend it. If the service compares products on these aspects in combination with other product characteristics outside the scope of Article 7(7), such as technical characteristics or product’s functionalities, then the ECGT Directive still applies to the characteristics falling within the scope of Article 7(7).

14. CAN YOU EXPLAIN IF THE TERM ‘ORGANIC’ CAN BE STILL USED AS A GENERIC CLAIM?

It is important to clarify that the UCPD serves as a complementary framework and the specific sectoral EU rules governing a particular issue are primarily applicable. In cases where sector-specific EU legislation exists—such as Regulation (EU) 2018/848 on organic food production — those sectoral rules take precedence over the UCPD in case of a conflict within the meaning of Article 3(4) of the UCPD. If there is such a conflict, the UCPD does not apply to the specific aspect of the commercial practice that is sectorally regulated. In the absence of a conflict the UCPD complements other EU legislation that regulates specific aspects of unfair commercial practices. More details on the relationship between UCPD and sector-specific EU legislation can be found in the current UCPD Guidance Notice (e.g. in Section 1.2 and Section 4.1.1.1).

The EU Organic Food Label may not be classified as an EN ISO 14024 Type 1 ecolabel, however, this does not affect its validity for organic food labelling purposes, as it is regulated under Regulation (EU) 2018/848. This means that, in accordance with Article 30 of Regulation 2018/848 in conjunction with Article 3(4) of the UCPD, the terms referring to organic food production (as listed in Annex IV to that Regulation) and their derivatives and diminutives, such as ‘bio’ and ‘eco’, can be used throughout the European Union to demonstrate compliance with the EU organic farming rules, even though they could be considered as ‘generic environmental claims’ under the UCPD, as amended by the ECGT Directive.

15. DO ‘VEGAN’/ ‘VEGETARIAN’ LABELS ALSO REFER TO ENVIRONMENTAL OR SOCIAL CHARACTERISTICS AND QUALIFY AS A SUSTAINABILITY LABEL UNDER THE ECGT DIRECTIVE?

The classification of such labels as sustainability labels under the ECGT Directive will depend on the specific case, especially in which context and how they are communicated and how the average consumer perceives them.

Recital 3 of the ECGT Directive in its description of social characteristics of a product refers for example to animal welfare. If the trader implies environmental or social benefits when using these terms or labels (e.g., ‘vegan = better for the planet’), then it could be considered an environmental claim or sustainability label in accordance with the new definitions in the UCPD.

16. CAN TRADERS PRESENT REQUIREMENTS IMPOSED BY LAW AS A DISTINCTIVE FEATURE WHEN NOT ALL PRODUCTS ARE COVERED OR WHEN THE LAW IS FROM A THIRD COUNTRY?

Annex I point 10a to the UCPD, as amended by Article 1(4) of the ECGT Directive and the corresponding Recital 15 of the ECGT Directive safeguard consumer protection while promoting competition. Presenting requirements imposed by law on all products within the relevant product category on the Union market, including imported products, as a distinctive feature of the trader's offer, is prohibited in all circumstances under point 10a.

It is clarified in Recital 15 that this prohibition does not apply whenever the legal requirements only apply to some products but not to other competing products of the same category on the Union market, such as products of non-Union origin. This maintains a level playing field between the competitors. The same logic would apply in case of legal requirements from third countries. The prohibition does not apply when these legal requirements only apply to some products but not to other competing products of the same category on the Union market.

17. THE DISPLAY OF SUSTAINABILITY LABELS IS NOT FORBIDDEN IF THEY ARE ESTABLISHED BY PUBLIC AUTHORITIES. CAN THIS BE ALSO THIRD-COUNTRY PUBLIC AUTHORITIES?

The UCPD applies to all commercial practices relevant for the protection of consumers in the Single Market, regardless of whether the traders or products originate within the Union or from third countries. According to the amended UCPD, sustainability labels must be based on a certification scheme or established by public authorities. All other sustainability labels are prohibited in accordance to Annex I point 2a to the UCPD, as amended by Article 1(4) of the ECGT Directive.

The ECGT Directive does not define 'public authority'. Recital 7 of the ECGT Directive provides examples of sustainability labels established by public authorities, focusing on those awarded when specific requirements are met. The examples and language used in both the ECGT Directive and the UCPD indicate a primary focus on EU Member State public authorities. The legislative context and the fact that the Directive is addressed to Member States also suggest that only EU public authorities are intended. While distinctions are made between international and national standards in several provisions, no such distinction appears in the context of public authorities.

Consequently, the display of sustainability labels established by public authorities of non-EU Member States will be prohibited under Annex I point 2a to the UCPD, as amended by Article 1(4) of the ECGT Directive, unless these labels are based on a certification scheme.

18. HOW DO THE NEW RULES ON ENVIRONMENTAL CLAIMS AND SUSTAINABILITY LABELS APPLY TO EXISTING PRODUCTS?

The ECGT Directive introduces targeted amendments to the Unfair Commercial Practices Directive (UCPD), the horizontal 'consumer protection safety net' to address misleading business-to-consumer commercial practices, including greenwashing.

The ECGT Directive entered into force on 26 March 2024. Member States had to transpose its provisions by 27 March 2026. The ECGT/UCPD does not regulate the intrinsic characteristics or composition of goods, services, or companies, but focuses exclusively on how these are presented to consumers, such as through marketing and commercial communications.

The ECGT Directive shall apply from 27 September 2026. From that date, traders will need to ensure that their environmental claims and sustainability labels in a business-to-consumer context comply with the new provisions, including for existing products or 'old stock' situations, i.e. products or packaging already manufactured, ordered, distributed or placed on retailers' shelves before the application date.

Where traders identify environmental claims or sustainability labels on packaging that would not comply with the new rules, they will have practical options to ensure compliance for

existing products. These may include covering or correcting claims by stickers or adding supplementary information at the point of sale.

Enforcement of the ECGT/UCPD lies with national competent authorities. They will normally investigate, prioritise and sequence enforcement actions according to the gravity of infringements and the specific circumstances of each case. Authorities may include in their assessment, for example, whether traders have made reasonable and proportionate efforts to comply, including for products already in the distribution chain, taking due account of proportionality, legal certainty and legitimate expectations.

To support a coherent approach to the treatment of existing products, the national competent authorities of the [Consumer Protection Cooperation Network](#) have developed a [Common Understanding](#) concerning such 'old stock' situations.

QUESTIONS IN RELATION TO THE CRD, AS AMENDED BY ECGT DIRECTIVE:

19. WHAT ARE THE CURRENT EU RULES ON THE REPARABILITY SCORE FOR CONSUMER GOODS?

A 'reparability score' is defined in Article 2(14d) of the Consumers Rights Directive 2011/83/EU (CRD), as amended by Article 2(1) of the ECGT Directive, as

'a score expressing the capacity of a good to be repaired, based on harmonised requirements established at Union level.'

According to Articles 5(1)(i) and 6(1)(u) of the CRD, as amended by Article 2(2)(c), (3)(d) of the ECGT Directive, whenever harmonised EU requirements are established for a specific product or product group, traders must provide the reparability score to consumers in a clear and comprehensible manner before the consumer is bound by the contract.

These harmonised requirements may be established under various possible EU legal instruments, the EU Energy Labelling Framework Regulation (EU) 2017/1369, the Ecodesign Requirements for energy-related Products Directive 2009/125/EC, or its successor, the Ecodesign for Sustainable Products Regulation (EU) 2024/1781 (ESPR) that will be applicable to a wider range of products.

The ESPR, in particular, establishes the legal basis for reparability scores for specific products or product groups. According to Recital 30 of the ESPR, the reparability score should:

'Be based on a harmonised methodology specified for the product or product group and which aggregates parameters, such as the availability and price of spare parts, the ease of disassembly and the availability of tools, into a single score'.

Since 20 June 2025, all new [smartphones and tablets placed on the EU market must display an energy label including a reparability score](#), along with other mandatory information. This is the first product category subject to this obligation, with other product groups expected to follow as implementing measures are developed under the ESPR and related legislation. Therefore, all traders selling smartphones and tablets must provide the reparability score to consumers in a clear and comprehensible way before the contract is concluded.

20. WHAT ARE THE REQUIREMENTS FOR INFORMATION ON DURABILITY AND REPARABILITY OF PRODUCTS TO BE DEEMED AVAILABLE TO TRADERS AND CONSUMERS UNDER THE CRD, AS AMENDED BY THE ECGT DIRECTIVE?

Under Articles 5(1)(ea), 5(1)(ed), 5(1)(j), and 6(1)(la), 6(1)(lc), 6(1)(v) of the CRD, as amended by Article 2(2) and Article 2(3) of the ECGT Directive, traders, who are the consumers' direct contractual party, have to provide consumers with specific information in relation to the durability and reparability of products, and the minimum period of software updates provided, where the producers make that information available to the traders.

While the CRD does not oblige the producers (when they do not act as a trader (seller)) to provide that information to a trader, the producers would be interested to provide that

information to a trader, as it will allow consumers to choose more durable and repairable products from producers.

The ECGT Directive ensures flexibility to traders how this information can be provided to consumers, as long it is provided in a clear, comprehensible and prominent manner, for example directly on the good, on the packaging of a good, on the shelf or next to the picture of the good in case of online sale.

Importantly, traders are not required to actively search for relevant information on product specific websites or elsewhere. At the same time, it would be in the interest of the producers to proactively provide such information to benefit from a commercial advantage, and they can themselves provide this information on the particular good or on its packaging.

In cases where the producer acts also as a trader (seller), that producer/trader has to provide the information about the availability and estimated costs of, and procedure for ordering, spare parts, and the repair and maintenance instructions only where the producer-trader has either decided to sell those spare parts or to provide repair and maintenance manuals as part of its business model or alternatively is obliged to do so by law;

Regarding repair restrictions, as there is no general obligation to repair a product, it does not mean that the producer-trader is obliged to inform the consumer proactively if a product cannot be repaired. However, in cases where the trader does proactively provide relevant information on repair, it should also include the information on certain restrictions connected with that repair or spare parts.

21. WHAT IS THE RELATIONSHIP BETWEEN THE HARMONISED NOTICE ON THE LEGAL GUARANTEE OF CONFORMITY AND THE HARMONISED LABEL ON THE COMMERCIAL GUARANTEE OF DURABILITY?

The harmonised notice and harmonised label have been designed to complement each other and include cross-references that highlight the differences between the legal guarantee and commercial guarantees. They have been established through Commission Implementing Regulation (EU) 2025/1960⁵.

The harmonised notice is a *mandatory* notice at the point of sale, intended to raise consumer awareness of their legal guarantee rights. It should be displayed in a prominent manner as of 27 September 2026, for example, on a poster in an eye-catching way on a wall in the shop, next to the checkout counter or, in cases of online sale, placed as a general reminder on the website of the trader selling goods.

In contrast, the harmonised label represents a *voluntary* commercial guarantee of durability, offered by producers at no additional cost, covering the entire good and with a duration of more than two years, for producers who wish to assure consumers of the durability of their goods. However, as clarified in Recital 26 of the ECGT Directive, displaying such a label is required by traders, where the producer offers such commercial guarantees of durability and makes the information available to the trader.

Furthermore, as clarified by Recital 28 of the ECGT Directive, the harmonised label should be displayed in a prominent manner and used in a way that allows consumers to easily identify which particular good benefits from such commercial guarantees of durability, for example by placing the label directly on the packaging of a particular good, by displaying the label in a prominent manner on the shelf where the goods covered by such a guarantee are placed or by placing it directly next to the picture of the good in the case of online sale. Producers offering such commercial guarantees of durability can themselves place the harmonised label directly on the particular good or on its packaging, with the aim of benefitting from a commercial advantage. Traders should ensure that the harmonised label is clearly visible.

As of 27 September 2026, the harmonised label will become available for products and visible at the point of sale.

⁵ More information is available here:

http://data.europa.eu/eli/reg_impl/2025/1960/oj

https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/sustainable-consumption_en#harmonised-notice-and-label-on-product-guarantees

歐盟 ECGT 指令 FAQ

歐洲委員會 (European Commission)

問答 (Questions & Answers)

布魯塞爾，2026 年 5 月 18 日

免責聲明 (Disclaimer)

本文件針對利害關係人就歐洲議會及理事會於 2024 年 2 月 28 日通過之第 (EU) 2024/825 號指令 (修正 2005/29/EC 指令及 2011/83/EU 指令，以透過加強防止不公平商業行為及改善資訊提供來賦權消費者促進綠色轉型) 所提出的常見問題提供答覆。

本文件所表達之任何觀點，均屬歐洲委員會 (EC) 各部門的初步看法，在任何情況下均不得視為歐洲委員會的正式立場。只有歐洲聯盟法院 (Court of Justice of the European Union, CJEU) 有權對歐盟法律作出具有權威性的解釋。

一般說明 (General note)

新的**《賦權消費者促進綠色轉型指令》(Directive on Empowering Consumers for the Green Transition, Directive (EU) 2024/825, 簡稱 ECGT Directive) **修正了兩部既有的消費者法規：

- 《不公平商業行為指令》(Unfair Commercial Practices Directive, UCPD, Directive 2005/29/EC)
- 《消費者權利指令》(Consumer Rights Directive, CRD, Directive 2011/83/EU)

本次修正並未改變上述兩項指令的適用範圍或基本架構，而是在其基礎上進行有針對性的調整，包括：

- 規範模糊且具誤導性的環境宣稱 (environmental claims) 及永續標章

(sustainability labels) (依據 UCPD)。

- 要求於銷售時向消費者提供更完善且更一致的資訊，包括：
 - 消費者法定保固權利 (legal guarantee rights)
 - 商品可修復性 (repairability)
 - 商品耐用性 (durability) (依據 CRD)。

這些修正將建立更完善的橫向 (horizontal) **消費者保護安全網 (consumer protection safety net)** (即 *lex generalis*，一般法)，全面提升 UCPD 與 CRD 所涵蓋各領域的消費者保護與資訊透明度，同時補充並填補針對特定不公平商業行為所制定之歐盟部門法 (*lex specialis*，特別法) 的不足，但**並不凌駕於特別法之上**。

本文件所提供的常見問題解答**並不構成歐洲委員會的正式立場，也不具有法律拘束力或正式法律解釋效力**。對 ECGT 指令具有最終且權威解釋權者，仍為歐洲聯盟法院。至於該指令之執行與適用，則由各會員國主管機關 (包括法院) 負責。

如欲進一步瞭解 ECGT 指令、UCPD 與 CRD，可參閱：

- 歐盟委員會：消費者權利與永續消費
- EUR-Lex：Directive (EU) 2024/825 (ECGT 指令)
- 歐盟委員會：消費者權利指令 (Consumer Rights Directive)
- 歐盟委員會：不公平商業行為指令 (Unfair Commercial Practices Directive)
- 2021 年，歐洲委員會更新並發布了 **《不公平商業行為指令》(UCPD) 及《消費者權利指令》(CRD) ** 的指引公告 (Guidance Notices)。其中，UCPD 指引公告第 4.1.1 節說明了 UCPD 對環境宣稱 (environmental claims) 的適用方式，也就是 **2024/825 號指令** 通過之前的適用情形。

為何發布本《問答》(Questions & Answers) 文件？

- ECGT 指令序言（Recital）第 42 點指出：
- 「為促進本指令的正確適用，歐洲委員會應持續更新有關 2005/29/EC 指令及 2011/83/EU 指令的指引文件，使其反映本指令的內容。」
- 然而，ECGT 指令序言第 42 點**並未規定**歐洲委員會更新 UCPD 與 CRD 指引文件的具體時程。
- 依照歐洲委員會的一般作法，通常會在法規施行一段時間後，待累積相關判例、執法決定及實務經驗後，再更新相關指引文件。鑑於 ECGT 指令目前仍處於各會員國轉置（transposition）階段，而其正式適用日期為 **2026 年 9 月 27 日**，歐洲委員會將於日後再更新現行的 2021 年版指引公告。在此期間，歐洲委員會發布本《問答》文件，以促進 ECGT 指令的一致性適用。

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1. 可否釐清 ECGT 指令的實質適用範圍？例如，企業傳播、永續性及企業永續報告是否屬於本指令的適用範圍？

《不公平商業行為指令》(UCPD) 建立了一套適用於整個歐盟的統一法律架構，以規範企業對消費者 (B2C) 之間的不公平商業行為。其第 3(1) 條規定了本指令的實質適用範圍，明定本指令適用於第 5 條所述之**企業對消費者的不公平商業行為**，涵蓋與產品有關之商業交易**之前、期間及之後**的所有商業行為。

因此，UCPD 規範的是在商業交易任何階段影響消費者經濟利益的商業行為。第 2(d) 條進一步明確指出，「商業行為 (commercial practices)」包括**任何與向消費者促銷、銷售或供應產品直接相關的作為、不作為或溝通**。

本指令嚴格限於**企業對消費者 (B2C) 的商業行為**。企業對企業 (B2B) 的商業行為不屬於其適用範圍。B2B 商業行為的部分事項，則由其他歐盟法規加以規範，尤其包括：

- 《誤導性及比較性廣告指令》(Directive 2006/114/EC)；
- 《平台對企業規則》(Platform-to-Business Regulation, Regulation (EU) 2019/1150)；以及
- 農業及食品供應鏈之《不公平交易行為指令》(Directive (EU) 2019/633)。

UCPD 並不妨礙各會員國於國內法層級將保護範圍擴及 B2B 關係，但此類措施並不屬於歐盟統一法律架構的一部分。

UCPD 是一部****跨產業、原則上全面協調 (fully harmonised) ****的法律工具 (惟仍有少數例外)，旨在保障整個歐盟消費者的經濟利益。其適用於所有產業，透過以原則為基礎的規範，以及附件一所列禁止商業行為之「黑名單」(blacklist)，規範各類不公平 B2C 商業行為。

藉由建立一致且全面的法律架構，UCPD 規範發生於 B2C 商業交易之前、期間及之後的不公平商業行為。其以原則為基礎的規範，目前即已可適用於****漂綠 (greenwashing) 及計畫性汰舊 (planned obsolescence) ****等商業行為，而無須等待 ECGT 指令修正內容正式開始適用。

ECGT 指令並未修改 UCPD 的一般適用範圍。UCPD 仍然適用於：

「第 5 條所規範之企業對消費者的不公平商業行為，包括與產品有關之商業交易之前、期間及之後的所有商業行為。」(UCPD 第 3(1) 條)

ECGT 指令的修正內容包括水平性規定 (horizontal provisions) 及附件一 (Annex I) 兩部分：

- **針對漂綠及過早淘汰 (early obsolescence) 新增特定禁止規定**，透過修正第 6 條 (誤導性作為) 及第 7 條 (誤導性遺漏)，採取**個案評估 (case-by-case assessment) **方式，也就是須依據「交易決定測試 (transactional decision test)」判斷該商業行為是否已導致或可能導致一般消費者作出原本不會作出的交易決定。
- **於附件一新增有關漂綠及過早淘汰的禁止事項**，亦即所謂**「在任何情況下均屬禁止的商業行為黑名單 (blacklist of commercial practices prohibited under all circumstances)」**。對於此類行為，**無須證明其已對一般消費者的交易決定造成負面影響**。

值得強調的是，UCPD 並不規範商品、服務或企業本身的內在特性或組成，而是專注於這些商品、服務或企業如何向消費者呈現，例如透過行銷或商業傳播的方式。

企業永續報告，例如依據《企業永續報導指令》(Corporate Sustainability Reporting Directive, CSRD) 所編製的年度永續報告或其他法定揭露文件，**通常不屬於 UCPD/ECGT 指令的適用範圍**，因為此類報告多屬法律要求，且主要面向投資人，而非屬於企業對消費者的商業行為。

然而，若企業將其永續報告中的資訊用於面向消費者的自願性廣告或行銷活動，則該等傳播內容即屬於 UCPD/ECGT 指令的適用範圍。

例如，若該資訊構成有關產品或企業整體的環境宣稱，即屬於本指令的適用範圍。

2. 「環境宣稱 (environmental claim)」的定義包括「暗示 (imply)」對環境具有正面或零影響的宣稱。在此情境下，「暗示」一詞應如何解釋？

ECGT 指令對於「環境宣稱」的定義採取**廣泛的適用範圍**。此種廣義解釋與現行 UCPD 對環境宣稱所採取的作法一致。

依據經 ECGT 指令第 1(1)(b) 條修正後的 UCPD 第 2(o) 條，「環境宣稱

(environmental claim)」係指：

任何非依歐盟法或國家法所強制要求的訊息或表示形式，不論其呈現方式為文字、圖像、圖形或象徵性表示，例如標章、品牌名稱、公司名稱或產品名稱，只要是在商業傳播中使用，且**明示 (states) 或暗示 (implies) **某項產品、產品類別、品牌或企業：

- 對環境具有正面影響或零影響；
- 對環境造成的損害低於其他產品、產品類別、品牌或企業；或
- 隨時間推移已改善其環境影響。

上述規定同時涵蓋明示與**默示 (隱含) **的訊息或表示。由於兩者均屬環境宣稱，因此應採用相同的標準評估其是否具有誤導性。

若某項訊息或表示：

- 包含虛假資訊，因此不實；或
- 即使內容事實上正確，但因整體呈現方式而欺騙或可能欺騙一般消費者；

且在上述任一情況下，已導致或可能導致一般消費者作出原本不會作出的交易決定，即可能構成具有誤導性的環境宣稱。

上述判斷尤其適用於涉及 UCPD 第 6(1) 條所列事項的宣稱，包括產品的主要特性。

因此，凡暗示產品「對環境具有正面或零影響」的宣稱，都應依據 UCPD 進行個案評估 (case-by-case assessment)，並綜合考量：

- 整體商業情境；
- 視覺元素的使用；
- 用語與呈現方式；以及
- 對一般消費者可能產生的影響。

正如 UCPD 《指引公告》(Guidance Notice) 所指出，產品所使用的圖像及整體呈現方式 (例如版面配置、色彩選擇、圖片、影像、聲音、符號或標章)，均應真實且準確反映其環境效益的程度，不得誇大所達成的環境利益。

依個案情況而定，默示性宣稱可能包括使用與環境永續有關聯的：

- 圖像（例如樹木、雨林、水、動物）；以及
- 色彩（例如藍色或綠色背景或文字）。

（參見 UCPD《指引公告》第 4.1.1.3 節，第 76 頁。）

依據經 ECGT 指令修正後的 UCPD 規定，若某項環境宣稱未於相同媒介上以清楚且顯著的方式說明其具體內容，則屬於概括性環境宣稱（generic environmental claim）。

由於此類宣稱已被納入經 ECGT 指令第 1(4) 條修正之 UCPD 附件一第 4a 點（黑名單），因此一律禁止使用。

依定義，概括性環境宣稱係指以書面或口頭形式作出的宣稱。因此：

- 僅使用顏色或圖像等默示性元素，而未搭配文字或口語說明，本身不構成概括性環境宣稱。
- 然而，若書面或口頭宣稱與默示性元素（例如顏色、圖像）結合使用，則可能構成概括性環境宣稱。

此外，關於經 ECGT 指令第 1(1)(b) 條修正後 UCPD 第 2(o) 及第 2(p) 條所定義之環境宣稱，可參考 ECGT 指令前言（Recitals）第 4、8、9、11 及 13 點所列舉的相關例子。更多解釋及實務案例則載於現行 UCPD《指引公告》，尤其是第 4.1 節。

3. 受智慧財產權保護的既有品牌名稱或產品名稱，將如何受到 ECGT 指令有關環境宣稱新規定的影響？

透過品牌名稱（brand names）及產品名稱（product names）向消費者進行的商業行為，無論其是否受智慧財產權法保護，均不因而排除於 UCPD/ECGT 指令的適用範圍之外。

經 ECGT 指令第 1(1)(b) 條修正後的 UCPD 第 2(o) 條規定：

「『環境宣稱（environmental claim）』係指任何非依歐盟法或國家法所強制要求的訊息或表示，不論其形式為文字、圖像、圖形或象徵性表示，例如標章、品牌名稱、公司名稱或產品名稱，只要是在商業傳播中使用，且明示或暗示某項產品、產品類別、品牌或企業對環境具有正面或零影響，或比其他產品、產品

類別、品牌或企業對環境造成較少損害，或其環境影響已隨時間改善。」

同樣地，經 ECGT 指令第 1(1)(b) 條修正後，UCPD 第 2(p) 條將**「概括性環境宣稱 (generic environmental claim)」**定義為：

「任何以書面或口頭形式（包括影音媒體）作出的環境宣稱，且該宣稱未納入永續標章 (sustainability label)，或未於相同媒介上以清楚且顯著的方式說明其具體內容。」

ECGT 指令第 1(4) 條於 UCPD 附件一新增第 4a 點，將下列行為列為**在任何情況下均屬禁止的不公平商業行為**：

4a. 作出概括性環境宣稱，而企業無法證明其具有與該宣稱相關之公認卓越環境績效 (recognised excellent environmental performance)。

經 ECGT 指令第 1(1)(b)(s) 條修正後，UCPD 第 2(s) 條規定：

「公認卓越環境績效 (recognised excellent environmental performance)」係指符合歐洲議會及理事會第 (EC) No 66/2010 號規章（歐盟生態標章 Regulation）之環境績效，或符合會員國正式認可之國家或區域 EN ISO 14024 第一類 (Type I) 環境標章制度，或依其他適用之歐盟法規認定為最高環境績效。

因此，品牌名稱及產品名稱，即使受智慧財產權法保護，只要傳達了環境訊息（無論是明示或暗示），仍可能依 ECGT 指令被認定為環境宣稱。

此類判斷必須採取**個案評估 (case-by-case assessment)** 方式，綜合考量：

- 整體商業情境；
- 視覺元素；
- 產品包裝；
- 行銷方式；以及
- 該呈現方式是否可能使一般消費者相信：
 - 該產品或品牌對環境具有正面或零影響；
 - 比其他產品、產品類別、品牌或企業對環境造成較少損害；或
 - 其環境影響已隨時間改善。

這也表示，品牌名稱、公司名稱或產品名稱中使用「green（綠色）」、「blue（藍色）」等詞語，或使用綠色、藍色等色彩，本身並不會自動構成 ECGT 指令所稱的環境宣稱。

若依相關商業情境判斷，這些詞語或色彩不足以使一般消費者合理期待該品牌、產品或企業具有環境效益，則不會被認定為環境宣稱。

然而，若品牌名稱或產品名稱使用「green（綠色）」、「blue（藍色）」、「eco（環保）」、「natural（天然）」或「climate neutral（氣候中和）」等詞語，且其使用方式足以使一般消費者產生環境聯想，即使沒有任何其他明示產品或品牌環境效益的廣告，此類使用仍可能構成 ECGT 指令下的環境宣稱。

在此情況下，企業必須於相同媒介上，以清楚且顯著的方式說明該環境宣稱的具體內容。

若未提供此類具體說明，該宣稱將被視為**概括性環境宣稱（generic environmental claim）**，必須符合相關規定，且企業須能證明其具有與該宣稱相符之**公認卓越環境績效**。

此外，依據**《歐洲議會及理事會第 (EU) 2015/2436 號指令》（商標法重編指令，Directive (EU) 2015/2436）第 4(3)(a) 條及前言第 40 點，有關不公平競爭及消費者保護**的法律規定，同樣適用於商標。

「任何會員國均得規定，在依會員國或歐盟商標法以外之法律規定，商標之使用可能遭禁止的情況下，該商標不得註冊；如已註冊者，得宣告其無效，其禁止或無效之範圍以相關法律規定為限。」

這表示，若品牌名稱或產品名稱具有誤導性，或構成（一般性）環境宣稱，因而違反 UCPD 等實體法規，則可依商標法拒絕其註冊或宣告其商標無效。

至於此類名稱是否得有效註冊並受智慧財產權保護，則由各會員國自行裁量，包括如何處理已受智慧財產權保護的既有名稱。原則上，各會員國應確保其主管機關得對使用構成 UCPD 所稱誤導性宣稱之品牌名稱或產品名稱的企業採取執法措施，而不受既有智慧財產權的阻礙。

一般而言，個別商標不太可能被視為**「永續標章（sustainability label）」**（即「信任標章（trust mark）」、「品質標章（quality mark）」或其他同等性質標章），因為商標本身依法必須具有區別不同企業或產品來源的識別性。

然而，如 ECGT 指令前言所釐清，屬於**「證明商標（certification marks）」**（定義見《商標指令》(EU) 2015/2436 第 27 條）的商標，若其用於推廣某項產品、製程或企業，並涉及其環境特性、社會特性或兩者兼具時，即可能具有永續標章的功能。

在此情況下，企業僅得於該證明商標由公共機關設立，或係以驗證制度（certification scheme）為基礎時，方得展示該等證明商標。

4. 可否進一步釐清，在 ECGT 指令下，何種情況屬於概括性環境宣稱（generic environmental claim），何種情況則不屬於？

經 ECGT 指令第 1(1)(b) 條修正後，UCPD 第 2(p) 條將**概括性環境宣稱（generic environmental claim）**定義如下：

「任何以書面或口頭形式（包括影音媒體）作出的環境宣稱，且未納入永續標章，或未於相同媒介上以清楚且顯著的方式說明該宣稱的具體內容。」

這表示，若「對環境溫和（gentle on the environment）」、「大自然的朋友（nature's friend）」或「綠色（green）」等宣稱出現在永續標章上，則不會被視為概括性環境宣稱。

然而，若該永續標章並非以驗證制度為基礎，或並非由公共機關設立，則不得展示。

此外，如 ECGT 指令前言第 8 點所述，即使某項宣稱是作為永續標章的一部分，只要其使用方式足以暗示或使人認為某產品：

- 對環境具有正面或零影響；或
- 相較於競爭產品，對環境造成較少損害，

則仍可依經 ECGT 指令修正後 UCPD 第 2(o) 條，被認定為環境宣稱（environmental claim）。

因此，作為永續標章一部分的宣稱，仍須遵守 UCPD 的其他相關規定。此規範旨在避免企業將永續標章作為規避審查的「避風港（safe haven）」，用來提出誤導性或與產品無關的宣稱。

ECGT 指令前言第 9 點列舉了概括性環境宣稱的例子，例如：

- 「環保 (environmentally friendly)」
- 「生態友善 (eco-friendly)」
- 「綠色 (green)」
- 「大自然的朋友 (nature's friend)」
- 「生態 (ecological)」
- 「環境正確 (environmentally correct)」
- 「氣候友善 (climate friendly)」
- 「對環境溫和 (gentle on the environment)」
- 「碳友善 (carbon friendly)」
- 「節能 (energy efficient)」
- 「可生物分解 (biodegradable)」
- 「生物基 (biobased)」
- 或其他足以暗示卓越環境績效的類似用語。

若企業無法證明其具備公認卓越環境績效 (**recognised excellent environmental performance**)，則上述概括性環境宣稱均屬禁止 (依經 ECGT 指令第 1(4) 條修正之 UCPD 附件一第 4a 點)。

前言第 9 點進一步說明：

「只要環境宣稱的具體內容已於相同媒介上，以清楚且顯著的方式提供，例如於同一廣告、產品包裝或線上銷售介面中，該環境宣稱即不應被視為概括性環境宣稱。」

例如，「氣候友善包裝 (**climate-friendly packaging**)」這項宣稱，若未進一步具體說明，即屬於概括性環境宣稱，因此除非其係基於公認卓越環境績效 (**recognised excellent environmental performance**)，否則將受到概括性環境宣稱禁止規定的限制。

相反地，像是：

「生產本包裝所使用的能源 100% 來自再生能源。」

則屬於**具體環境宣稱**（specific environmental claim），不適用概括性環境宣稱的禁止規定。

然而，該項宣稱是否最終屬於合法，仍須視個案具體情況而定，包括宣稱的呈現方式，以及企業是否提供充分證據加以支持。此外，該環境宣稱仍須符合 UCPD 的其他相關規定。

實務上，環境宣稱的**具體說明**應設置於該宣稱**旁邊**或作為宣稱**本身的一部分**，並於**相同媒介上以清楚且顯著的方式**呈現（參見 ECGT 指令前言第 9 點，以及經 ECGT 指令第 1(1)(b) 條修正後之 UCPD 第 2(p) 條）。

現行 UCPD《指引公告》亦已指出，依據 UCPD 第 7 條有關誤導性遺漏（misleading omissions）的規定，若環境宣稱出現在產品包裝或其他傳播媒介（例如海報、看板、雜誌）上，而該等媒介可供說明的空間有限，則主要環境宣稱與補充說明的位置安排，應使一般消費者能理解兩者之間的關聯。

此外：

「若沒有足夠空間具體說明環境宣稱，則原則上不應作出該項宣稱。」

（UCPD《指引公告》2021/C 526/01，第 4.1.1.4 節，第 80 頁）

此一原則至今仍然適用，並未因 ECGT 指令而有所改變。

5. 企業在設計包裝時，是否應留意某些元素（例如綠葉或水滴圖樣），以避免被認定包含概括性環境宣稱或永續標章（sustainability label）？

企業在設計包裝圖樣時，應注意某些視覺元素，例如綠葉、水滴或其他與自然相關的圖示，可能被消費者理解為默示性的環境宣稱。這些元素若與書面宣稱或標誌（logo）結合使用，依其使用情境及呈現方式，可能受到 ECGT 指令有關概括性環境宣稱或永續標章規定的約束。

整體而言，企業使用可能被理解為（默示性）環境宣稱或信任標章（trust mark）的圖示、符號、圖片或美術設計時，應格外審慎。

例如，綠葉或水滴圖樣若與標誌結合使用，或置於有關永續性或天然成分的說明文字旁，一般消費者可能將其視為企業自願使用的信任標章或品質標章。

依據 ECGT 指令第 2(1)(q) 條對**永續標章（sustainability label）**的廣泛定

義：

「任何自願性之信任標章、品質標章或其他同等標示，不論由公部門或私人設立，只要其目的在於藉由環境特性、社會特性或兩者兼具，區別並推廣某項產品、製程或企業，且不包括依歐盟法或國家法所要求之強制性標示。」

因此，綠葉、水滴等圖像是否屬於永續標章，仍須視其：

- 使用目的；
- 整體商業傳播脈絡；以及
- **最重要的：消費者的認知（consumer perception）**

而定。

此外，現行 UCPD《指引公告》亦指出：

產品圖像及整體呈現方式（例如版面配置、色彩選擇、圖片、影像、聲音、符號或標章），應真實且準確反映其環境效益的程度，不得誇大其已達成的環境利益。依個案情況而定，默示性宣稱可能包括使用與環境永續相關的圖像（例如樹木、雨林、水、動物）及色彩（例如藍色或綠色背景或文字）。

（UCPD《指引公告》2021/C 526/01，第 4.1.1.3 節，第 76 頁）

UCPD 判斷商業行為是否具有誤導性的核心標準，是其對一般消費者（average consumer）的影響。正如 UCPD《指引公告》所述：

「為判斷某一特定描述、商標、促銷說明或陳述是否具有誤導性，必須考量一位具有合理資訊、合理注意及謹慎程度的一般消費者，其可合理預期會如何理解該等內容。」

值得強調的是，「一般消費者測試（average consumer test）」並非統計學上的測試。這表示，各會員國主管機關及法院可依據其對一般消費者合理期待的分析作出判斷，而無須必然委託專家出具意見或進行消費者調查。

6. ECGT 指令如何規範碳中和（carbon neutrality）的一般性宣稱？

有關碳中和宣稱，ECGT 指令透過下列修正加以規範：

- UCPD 附件一（Annex I）新增之禁止事項（依 ECGT 指令第 1(4) 條

修正)：

a. 一般性碳中和宣稱 (Generic claims of carbon neutrality)

一般性碳中和宣稱適用於**概括性環境宣稱**的規範。因此，諸如：

- 「碳中和 (carbon-neutral)」
- 「氣候中和 (climate neutral)」
- 「碳補償 (carbon compensated)」
- 「碳正向 (carbon positive)」

等一般性宣稱，除非企業能夠證明其具有與該宣稱相符的**公認卓越環境績效 (recognised excellent environmental performance)**，否則均屬禁止。

(UCPD 附件一第 4a 點；ECGT 指令前言第 9 點。)

b. 基於溫室氣體排放抵換 (offsetting) 之產品宣稱

凡宣稱某產品或服務：

- 「碳中和 (carbon-neutral)」；或
- 因溫室氣體排放抵換而具有「減少 (reduced)」、「已補償 (compensated)」或「正面 (positive)」之環境影響，

均屬於 UCPD 附件一第 4c 點所禁止之宣稱 (ECGT 指令前言第 12 點已有說明)。

此類宣稱僅於其係根據產品本身價值鏈 (value chain) 內實際生命週期影響 (actual lifecycle impact) 時，始有可能被允許。

- UCPD 第 6 條 (誤導性作為) 之修正，採取個案評估 (case-by-case assessment)：

c. 有關未來環境績效的宣稱

凡涉及產品或企業層級未來環境績效之宣稱，包括：

- 邁向碳中和 (carbon neutrality) 的轉型；或
- 邁向氣候中和 (climate neutrality) 的轉型，

若未具備以下條件，即可能於個案審查下被認定為禁止：

- 明確、客觀、公開且可驗證的承諾；
- 詳細且具可行性的執行計畫；
- 包含可量化且具期限的目標，以及其他支持執行所必要的要素（例如資源配置）；
- 並定期由獨立第三方專家進行查證，且其查證結果應提供消費者查閱。

（經 ECGT 指令第 1(2)(b) 條修正之 UCPD 第 6(2)(d) 條；ECGT 指令前言第 4 點。）

7. 企業應如何證明其具備「公認卓越環境績效（recognised excellent environmental performance）」，以合法使用概括性環境宣稱？

依據經 ECGT 指令第 1(1)(b) 及第 1(4) 條修正後之 UCPD 第 2(p) 條及附件一第 4a 點，**概括性環境宣稱**僅得於其係基於**公認卓越環境績效（recognised excellent environmental performance）**時使用。

若環境宣稱的具體內容已於**相同媒介**（例如同一廣告版面、產品包裝或線上銷售介面）中，以**清楚且顯著**的方式加以說明，則該宣稱**不會被視為概括性環境宣稱**。

依據經 ECGT 指令第 1(1)(b) 條修正後之 UCPD 第 2(s) 條，「**公認卓越環境績效**」係指：

符合歐洲議會及理事會第 (EC) No 66/2010 號規章（歐盟生態標章 Regulation）之環境績效；或符合會員國正式認可之國家或區域 EN ISO 14024 第一類（Type I）環境標章制度；或依其他適用之歐盟法律認定為最高環境績效。

企業可透過以下三種方式證明其具有**「公認卓越環境績效（recognised excellent environmental performance）」**：

1. **符合歐盟生態標章（EU Ecolabel）**之要求（《(EC) No 66/2010 號規章》）；

2. 符合會員國正式認可之國家或區域 EN ISO 14024 第一類 (Type I) 環境標章制度，例如：

- 北歐天鵝標章 (Nordic Swan)
- 德國藍天使標章 (Blue Angel)
- 奧地利生態標章 (Austrian Ecolabel)
- 荷蘭 Milieukeur 生態標章

3. 符合其他適用歐盟法規所規定、針對特定環境特性的最高環境績效，例如依據《能源標示規章》(Energy Labelling Regulation) 所認定之卓越環境績效。

值得強調的是，所主張的公認卓越環境績效必須與所提出的環境宣稱具有關聯性。

例如，「節能 (energy efficient)」此類概括性環境宣稱，可依據《能源標示規章》(Regulation (EU) 2017/1369) 所認定的卓越環境績效提出。

相反地，若某項產品所適用的歐盟生態標章 (EU Ecolabel) 標準中並未包含可生物分解性 (biodegradability) 的要求，則不得僅憑取得歐盟生態標章，即提出「可生物分解 (biodegradable)」的概括性環境宣稱。

由於歐盟生態標章 (EU Ecolabel) 的目的，在於促進產品於整個生命週期中降低環境影響，因此，凡取得歐盟生態標章或會員國正式認可之國家或區域 EN ISO 14024 第一類環境標章制度認證的產品，可使用例如：

- 「對環境更友善 (better for the environment)」
- 「環境友善 (environmentally friendly)」
- 「綠色 (green)」
- 「生態 (ecological)」
- 「環保 (eco-friendly)」

等概括性環境宣稱。

唯一的例外，是屬於**混合物 (mixtures) 的產品 (例如清潔劑、化妝品、塗料)，若其依據《物質與混合物分類、標示及包裝規章》(Classification,

Labelling and Packaging, CLP Regulation) **進行標示，則仍須遵守該規章第 25(4) 條規定。

依該條規定，下列或其他類似宣稱不得出現在任何物質或混合物的標籤或包裝上：

- 「無毒 (non-toxic)」
- 「無害 (non-harmful)」
- 「不污染 (non-polluting)」
- 「生態 (ecological)」

或任何表示該物質或混合物**不具危害性**，或與其危害分類不一致的其他陳述。

除上述如「環境友善」等一般性宣稱外，取得歐盟生態標章或會員國正式認可之 EN ISO 14024 第一類環境標章制度認證的產品，亦可依不同產品類別使用其他**產品群組專屬的一般性宣稱**。

這些宣稱均依各產品類別所訂定之標準而有所不同。

此外，依據歐盟委員會針對各產品群組制定之**歐盟生態標章標準 (EU Ecolabel criteria)**，下列為部分（非完整）產品群組專屬一般性宣稱的例子：

- **歐盟生態標章紡織品 (Textiles)**：「以盡可能少量的有毒化學物質製造 (assembled with minimal use of toxic chemicals)」
- **歐盟生態標章家具及床墊 (Furniture and Bed Mattress)**：「易於回收 (easy to recycle)」
- **歐盟生態標章旅遊住宿服務 (Tourist Accommodation)**：「比傳統住宿使用更少能源與用水，並產生更少廢棄物 (use less energy and water and produce less waste than traditional accommodation)」
- **歐盟生態標章電子顯示器 (Electronic Display)**：「產品易於維修及升級 (products are easy to repair and upgrade)」
- **歐盟生態標章覆蓋材料 (Coverings)**：「易於維修、容易拆解且保證低排放 (easy to repair, quick to dismantle and low emissions guaranteed)」
- **歐盟生態標章清潔產品 (Cleaning Products)**：「採用永續來源成分進行

清潔，且包裝可回收（cleaning and sustainably sourced ingredients, and recyclable packaging）」

- **歐盟生態標章園藝產品（Gardening Products）**：「降低土壤及水體污染（reduce soil and water pollution）」
- **歐盟生態標章潤滑劑（Lubricants）**：「對水域環境影響有限（have a limited impact on the aquatic environment）」
- **歐盟生態標章紙製品（Paper Products）**：「採用回收或永續來源原料製成（made with recycled or sustainable sources）」
- **歐盟生態標章個人護理產品（Personal Care Products）**：「不含刻意添加之微塑膠，並減少包裝廢棄物（do not contain intentionally added microplastics and limit packaging waste）」

此外，就**歐盟生態標章（EU Ecolabel）**而言，由於《歐盟生態標章規章》對歐盟生態標章產品中的有害化學物質設有橫向限制，因此可以宣稱：

「歐盟生態標章產品中有害化學物質的存在受到嚴格限制。」

8. ECGT 指令所稱的「驗證制度（certification scheme）」係指什麼？

依據經 ECGT 指令第 1(4) 條修正後之 UCPD 附件一第 2a 點，**展示非基於驗證制度（certification scheme）或非由公共機關設立的永續標章（sustainability label），屬於禁止行為。**

依據經 ECGT 指令第 1(1)(b) 條修正後之 UCPD 第 2(r) 條，「**驗證制度（certification scheme）**」係指：

由第三方進行驗證的制度，用以證明產品、製程或企業符合特定要求。

凡非由公共機關設立的永續標章，均必須建立於此類驗證制度之上，其要求應公開可取得，並符合本指令所規定之特定條件。

依據 ECGT 指令第 2(1)(s) 條，驗證制度須符合以下要求：

- **驗證必須以獨立第三方驗證為基礎。**
- **制度的要求及條款必須公開可取得。**

- 符合性 (compliance) 須由具備能力且獨立的第三方監督，其監督方式應符合國際、歐盟或國家標準（例如 ISO 17065，或《(EC) No 765/2008 號規章》所規定之機制等）。
- 制度必須具透明性、公信力，並在公平且無歧視的條件下對所有企業開放。
- 制度必須向所有願意且有能力遵守其要求的企業開放（非排他性）。
- 制度擁有者 (scheme owner) 應與相關專家及利害關係人協商後制定制度要求。
- 制度必須允許使用相應的永續標章。

如 ECGT 指令前言第 7 點所說明，企業於展示永續標章之前，應確認該標章係建立於符合最低透明性及可信度要求的驗證制度之上，包括制度是否設有客觀的符合性監督機制。因此，企業應查閱該制度公開發布的相關條款。

****制度擁有者 (scheme owner) 與使用該永續標章的企業 (trader) 為同一法人，並非禁止。***只要該驗證制度符合上述各項要求，包括：

- 對所有願意且有能力遵守制度要求的企業，以透明、公平且無歧視的方式開放；

即可符合規定。

同樣地，制度擁有者與企業彼此獨立，也並非法律上的強制要求。

換言之，ECGT 指令對制度擁有者與企業之間的關係並未作出明文規範。

然而，對於負責監督制度符合性的**第三方驗證機構**，則有不同要求。其能力與獨立性，必須依據國際、歐盟或國家相關標準及程序加以確保，且必須獨立於制度擁有者及企業雙方。

即使某些國際標準允許制度擁有者與第三方驗證機構為同一組織，若欲符合 ECGT 指令規定，制度擁有者與第三方驗證機構仍必須在法律上彼此分離，也就是必須是兩個不同的法人。

截至 2026 年 9 月 27 日，市場上所有永續標章均須符合上述規定。

既有制度若未符合經 ECGT 指令第 1(1)(b) 條修正後 UCPD 第 2(r) 條之要求，則必須配合調整；否則，相關標章不得再用於商業傳播。

ECGT 指令並未就此日期之後提供任何額外的過渡期間。

ECGT 指令未針對下列事項訂定具體規範：

- 各驗證制度可自行制定其要求，並應由制度擁有者（scheme owner）與相關專家及利害關係人協商後制定。此種作法可保留彈性，以因應不同產業或特定產品類別的需求。
- 制度要求之符合性監督必須由第三方執行。該監督應依據國際、歐盟或國家標準及程序進行。此種作法同樣保留彈性，以因應不同產業或特定產品類別的情況。

9. ECGT 指令所稱的「社會特性（social characteristics）」包括哪些內容？

經 ECGT 指令第 1(2)(a) 條修正後，UCPD 第 6(1)(b) 條明文將有關**「社會特性（social characteristics）」**的宣稱，納入產品主要特性（main characteristics）之一，使企業若就此作出誤導性陳述，經個案評估後，即可能構成誤導性商業行為。

ECGT 指令前言第 3 點進一步說明「社會特性」的概念如下：

企業就產品於整個價值鏈（value chain）的社會特性所提供的資訊，可能涉及例如勞工工作條件的品質與公平性，包括適當工資、社會保障、工作環境安全及社會對話。此類資訊亦可能涉及尊重人權、人人平等待遇與機會（包括性別平等、共融及多元）、對社會倡議的貢獻，或其他倫理承諾，例如動物福利。產品的環境特性與社會特性應從廣義理解，涵蓋產品的環境及社會面向、影響與績效。

ECGT 指令新增的修正，不論在前言或條文本身，都進一步釐清並強調社會特性的重要性。

具體而言，經 ECGT 指令修正後的 UCPD 第 6(1)(b) 條及第 7(7) 條，已明確將社會特性列為產品的主要特性之一，因此不得向消費者作出誤導性的陳述。

此外，依據 UCPD 第 2(q) 條，「永續標章（sustainability label）」的定義亦明文包括：

藉由產品、製程或企業的環境特性、社會特性，或兩者兼具，以區別並推廣產品、製程或企業。

ECGT 指令前言第 1、3、6、7 及 10 點，亦進一步闡述上述政策的重要性。

企業不得提供有關其產品或企業社會特性的誤導性資訊。

企業亦應能提出證據，證明其商業行為中所作事實性宣稱的正確性（依 UCPD 第 12(a) 條）。

此外，企業不得展示未以驗證制度為基礎或非由公共機關設立的永續標章。

10. 可否釐清 UCPD 附件一新增第 4c 點禁止事項的適用範圍？亦即，當產品因溫室氣體排放抵換（offsetting）而宣稱對環境具有中性、減少或正面影響時，此類宣稱為何遭禁止？

ECGT 指令第 1(4) 條新增 UCPD 附件一第 4c 點，禁止：

基於溫室氣體排放抵換（offsetting）而宣稱某項產品在溫室氣體排放方面對環境具有中性、減少或正面影響。

ECGT 指令前言第 12 點指出：

特別重要的是，應禁止基於溫室氣體排放抵換而宣稱某項產品（無論商品或服務）在溫室氣體排放方面對環境具有中性、減少或正面影響。

此項禁止規定的目的，是為了避免消費者誤以為某項產品，或其生產與供應過程，對環境沒有影響，或誤以為透過價值鏈之外的碳抵換措施即可完全消除該產品所造成的環境影響。產品價值鏈內的實際減排並不同於產品價值鏈外進行的溫室氣體排放抵換。此類宣稱可能錯誤地使消費者認為，產品本身的使用不會對環境造成任何影響，但實際上，產品所造成的環境影響只是試圖透過其他地方的補償措施加以抵換。

ECGT 指令前言第 12 點亦列舉了此類宣稱的例子，例如：

- 「氣候中和（climate neutral）」
- 「CO₂ 中和認證（CO₂ neutral certified）」
- 「碳正向（carbon positive）」

- 「氣候淨零 (climate net zero)」
- 「已進行氣候補償 (climate compensated)」
- 「降低氣候影響 (reduced climate impact)」
- 「有限 CO₂ 足跡 (limited CO₂ footprint)」

典型例子是宣稱某一特定航班為「氣候中和」，理由是航空公司投資於熱帶雨林造林計畫。此類宣稱即屬上述禁止規定的範圍。

ECGT 指令前言第 12 點並進一步指出：

只有當相關宣稱係基於產品本身於其價值鏈內的實際生命週期影響 (actual lifecycle impact)，而非基於產品價值鏈外的溫室氣體排放抵換時，方得允許。兩者並不具有等同性。此項禁止規定，不應妨礙企業宣傳其對環境倡議（包括碳權專案）的投資，只要該等資訊之提供方式不具誤導性，且符合歐盟法律所規定之要求。

UCPD 附件一第 4c 點之禁止規定，不適用於以產品本身實際碳足跡為基礎的「氣候中和」、「減少影響」或「正面影響」宣稱，只要該宣稱係考量產品價值鏈及其實際生命週期影響。

例如，某些以**生質材料 (biomass) 為基礎的產品，在其整個價值鏈中所儲存的 CO₂ 可能多於其排放量。在此情況下，相關宣稱必須以適當的生命週期評估 (Life Cycle Assessment, LCA) **作為佐證。

雖然基於產品價值鏈外碳抵換所提出的宣稱遭到禁止，但企業仍可針對其產品提出與氣候有關的宣稱，只要：

- 該宣稱係基於產品整個實際生命週期中**真實且可驗證**的溫室氣體減量；
- 並於相同媒介上，以**清楚且顯著**的方式加以說明。

例如，若係基於生產流程的實際改善，則可宣稱：

「本產品具有較低的 CO₂ 影響 (reduced CO₂ impact)。」

UCPD 附件一第 4c 點的禁止規定不適用於企業層級 (company level) 之碳抵換宣稱，但此類宣稱仍須遵守 UCPD 的其他相關規定。

最後，上述禁止規定並不妨礙企業對外說明其投資於環境倡議（包括碳權專

案)，前提是該等資訊：

- 以透明方式呈現；
- 不具誤導性；以及
- 符合其他適用的歐盟法律。

另請參閱問題 4 (Q4)。

11. 可否釐清禁止宣傳與消費者無關、且並非源自產品或企業任何特性的利益之規定，其適用範圍為何？

依據經 ECGT 指令第 1(2)(b) 條修正後之 UCPD 第 6(2)(e) 條，**宣傳與消費者無關且並非源自產品或企業任何特性的利益**，屬於須經**個案評估 (case-by-case assessment) **判斷是否具有誤導性的商業行為。

此項新增的誤導性商業行為具有**累積要件 (cumulative nature)**，亦即必須同時符合下列兩項條件：

1. 所宣傳的利益**與消費者無關**；且
2. 該利益**並非來自產品或企業的任何特性**。

ECGT 指令前言第 5 點進一步說明：

「**新增列入 UCPD 第 6(2) 條特定誤導性商業行為之一者，為宣傳與消費者無關且與特定產品或企業任何特性無直接關聯的利益，而此類宣傳可能使消費者誤以為，相較於同類產品或企業，其對消費者、環境或社會更具利益。例如，宣稱某品牌瓶裝水『不含麩質 (gluten-free)』，或宣稱紙張『不含塑膠 (plastic-free)』。**」

ECGT 指令前言第 5 點所舉的例子中，所宣傳的利益——即某品牌瓶裝水「**不含麩質 (gluten-free)**」——與產品本身並無關聯，因為水本來就不含麩質。

事實上，**水天然即不含麩質**，因此所有瓶裝水，不論由哪一家企業生產，都具有此一特性。

因此，「**不含麩質**」屬於**與消費者無關的利益 (irrelevant benefit)**，因為它並非源自產品的任何特定特性，而是所有瓶裝水共同具有的特性；也就是說，它並

未直接反映某一特定品牌的特色。

同樣地，**紙張本來就不含塑膠**。

相對而言，若某品牌優格宣稱「**額外蛋白質 (extra protein)**」，則屬於與產品有關的利益，因為不同優格的蛋白質含量確實可能不同，且可能源自該品牌特有的配方或成分。

若某項利益為某一產品類別中**多數產品共同具有**，並不當然構成誤導，前提是該利益確實與產品具有實質關聯。

例如，「**無鎳 (nickel-free)**」珠寶的宣稱，在符合經 ECGT 指令修正後 UCPD 規定的情況下，可能屬於合法宣稱，因為部分珠寶確實含有鎳，而鎳可能導致部分消費者產生過敏反應，因此消費者確實有避免鎳的需求。

同樣地，若某些洗髮精添加了微塑膠，則宣稱某產品：

「**不含微塑膠，但同樣有效 (without microplastics but equally effective)**」

可能屬於具有實質意義的利益，因為此宣稱突顯了產品的一項特定特性，即使使用**不含微塑膠的成分**，仍可達成原本由微塑膠提供的質地或包覆效果。

12. 可否釐清對未來環境績效宣稱之禁止規定，尤其是有關第三方專家驗證的要求？

依據經 ECGT 指令第 1(2)(b) 條修正後的 UCPD 第 6(2)(d) 條，凡涉及**未來環境績效 (future environmental performance) **的環境宣稱，若經個案評估後發現未具備下列條件，即屬禁止：

- 企業提出**明確、客觀、公開且可驗證**的承諾與目標；
- 並制定**詳細且切實可行**的執行計畫 (**implementation plan**)，說明如何達成該等承諾與目標；
- 並配置必要資源以落實該計畫。

ECGT 指令要求，所有涉及未來環境績效的宣稱，均須經**獨立第三方專家 (independent third-party expert) **驗證。

依據 ECGT 指令前言第 4 點，該專家必須：

- 獨立於企業（independent from the trader）；
- 不存在利益衝突（free from conflicts of interest）；
- 具備環境議題相關之專業知識與能力（experience and competence）。

雖然指令並未規定該專家必須為公部門或私人機構，但實務上，民間驗證機構或顧問公司均可擔任此角色。

驗證程序必須確保，該專家具備監督企業履行其環境承諾及目標進度的能力。

指令並未規定特定驗證方法，但要求該專家能夠提供：

- 可信（credible）；
- 客觀（objective）；
- 且定期（regular）的評估。

企業有責任確保其所聘任之專家符合指令所規定的所有要求，尤其是有關獨立性及專業能力的要求。

ECGT 指令要求監督應**「定期（regularly）」進行，但並未明定具體時間間隔**。

何謂「定期」，應依承諾內容及個案具體情況判斷。

依一般最佳實務，通常建議：

- **每年（annual）**或
- 每兩年（biennial）

進行一次審查；若發生重大變更，則應增加驗證頻率。

ECGT 指令亦要求，第三方專家的**定期查證結果（regular findings）**應提供消費者查閱（前言第 4 點）。

然而，指令並未規定資訊應如何公開。

因此，只要消費者能夠方便取得相關資訊，即可採取不同方式，例如：

- 在產品包裝上提供 QR Code；
- 或於行銷資料中提供 QR Code，引導消費者前往企業網站查閱相關查證

結果。

同樣地，ECGT 指令並未要求執行計畫必須與環境宣稱出現在相同媒介。

只要環境宣稱能夠引導消費者查閱相關資訊即可，例如透過 QR Code 連結至企業網站上的執行計畫。

13. UCPD 第 7(7) 條所指之比較方法，應說明到何種程度？其說明是否應讓一般消費者可以理解？

當企業提供服務，依據經 ECGT 指令第 1(3) 條修正後 UCPD 第 7(7) 條所列因素對產品進行比較，例如：

- 環境特性 (environmental characteristics)；
- 社會特性 (social characteristics)；或
- 循環性 (circularity) 相關面向，包括耐用性 (durability)、可維修性 (repairability) 及可回收性 (recyclability)，

並向消費者提供此類比較資訊時，為符合該條規定，企業必須提供：

- 被比較產品及其供應商的相關資訊；
- 比較方法 (method of comparison)；以及
- 為確保該等資訊保持最新狀態所採取的措施。

若未提供上述屬於**重大資訊 (material information)**的內容，而因此導致或可能導致一般消費者作出原本不會作出的交易決定，即構成誤導性商業行為。

同樣地，若上述資訊係以不清楚或難以理解的方式呈現，依據「一般消費者測試 (average consumer test)」判斷，也可能構成誤導性商業行為。

因此，比較方法必須說明至足以讓一般消費者完全理解的程度。

若該比較服務除比較第 7(7) 條所涵蓋事項外，亦比較其他不屬於第 7(7) 條範圍內的產品特性，例如技術特性或產品功能，則 ECGT 指令仍適用於屬於第 7(7) 條適用範圍內的那些比較內容。

14. 「organic (有機)」一詞是否仍可作為一般性宣稱使用？

首先應釐清，UCPD 屬於**補充性法律架構 (complementary framework)**，而針對特定議題所制定的歐盟部門法 (sector-specific EU legislation) 原則上具有優先適用地位。

當某一事項已有專門的歐盟法規規範時，例如**《(EU) 2018/848 號有機產品生產規章》**，依據 UCPD 第 3(4) 條，如兩者發生衝突，應由該部門法優先適用，UCPD 不適用於該商業行為中已受部門法規範的特定事項。

若不存在衝突，則 UCPD 作為補充性規範，補足其他歐盟法對不公平商業行為未規範之部分。

關於 UCPD 與部門法之間的關係，可參閱現行 UCPD《指引公告》，尤其是第 1.2 節及第 4.1.1.1 節。

歐盟有機食品標示 (EU Organic Food Label) 雖然不屬於 **EN ISO 14024 第一類 (Type I) 環境標章**，但這並不影響其依據《(EU) 2018/848 號規章》作為有機食品標示的法律效力。

因此，依據《(EU) 2018/848 號規章》第 30 條，結合 UCPD 第 3(4) 條之規定，凡用於表示有機食品生產（列於該規章附件 IV）之用語及其衍生詞、縮寫，例如：

- **bio**
- **eco**

均可在整個歐盟境內合法使用，以表示產品符合歐盟有機農業規定，**即使依經 ECGT 指令修正後的 UCPD，其可能被視為「概括性環境宣稱 (generic environmental claim)」亦然。**

15. 「vegan (純素)」及「vegetarian (素食)」標示是否也屬於環境或社會特性，並構成 ECGT 指令所稱的永續標章？

此類標示是否屬於 ECGT 指令所稱的**永續標章 (sustainability label)**，須依個案情況判斷，尤其應考量：

- 使用脈絡 (context)；
- 傳播方式 (how they are communicated)；以及

- 一般消費者如何理解該等標示。

ECGT 指令前言第 3 點於說明產品社會特性（social characteristics）時，舉例提及動物福利（animal welfare）。

因此，若企業在使用「vegan」或「vegetarian」等用語或標示時，暗示其具有環境或社會效益（例如宣稱「純素＝對地球更好（vegan = better for the planet）」），則依據 UCPD 新增的定義，此類用語可能構成：

- 環境宣稱（environmental claim）；或
- 永續標章（sustainability label）。

16. 若並非所有產品均受法律規範，或相關法律來自第三國，企業是否可將法律要求作為產品的特色加以宣傳？

依據經 ECGT 指令第 1(4) 條修正後的 UCPD 附件一第 10a 點，以及 ECGT 指令前言第 15 點，其目的在於兼顧消費者保護與公平競爭。

因此，將法律對相關產品類別中所有產品（包括進口產品）均要求遵守的法定義務，宣稱為企業產品的特色，在 UCPD 附件一第 10a 點下，一律屬於禁止的商業行為。

然而，ECGT 指令前言第 15 點亦明確指出，若相關法律要求僅適用於部分產品，而非歐盟市場上同一產品類別的所有競爭產品，則上述禁止規定不適用。

例如，來自非歐盟國家的產品可能須遵守某些法律要求，而其他競爭產品則無須遵守，此時允許企業將該法律要求作為產品特色加以說明，可維持市場競爭的公平性。

同樣的邏輯亦適用於第三國法律。

亦即，當第三國法律要求僅適用於部分產品，而非歐盟市場上同類所有競爭產品時，企業可以將該法律要求作為產品特色加以宣傳，不受附件一第 10a 點禁止規定限制。

17. 由公共機關建立的永續標章不受禁止；此處所稱公共機關是否也包括第三國公共機關？

UCPD 適用於所有涉及歐盟單一市場消費者保護的商業行為，不論企業或產品

來自歐盟境內或第三國。

依據修正後的 UCPD，永續標章必須符合下列兩種情形之一：

- 建立於**驗證制度（certification scheme）**之上；或
- 由公共機關設立（established by public authorities）。

其他永續標章均依經 ECGT 指令第 1(4) 條修正後之 UCPD 附件一第 2a 點予以禁止。

然而，ECGT 指令並未定義何謂「公共機關（public authority）」。

ECGT 指令前言第 7 點列舉了由公共機關設立之永續標章的例子，重點均在於符合特定要求後所授予的標章。

此外，ECGT 指令及 UCPD 的用語，以及整體立法脈絡，均顯示其主要著眼於歐盟會員國的公共機關。

由於本指令係以會員國為規範對象，立法背景亦支持「公共機關」係指歐盟會員國公共機關。

值得注意的是，雖然指令在其他條文中曾區分國際標準與國家標準，但對於公共機關並未作此區分。

因此，由非歐盟會員國公共機關所設立的永續標章，依經 ECGT 指令第 1(4) 條修正後之 UCPD 附件一第 2a 點，原則上屬於禁止展示的標章；但若該標章係建立於符合規定的驗證制度（certification scheme）之上，則不在此限。

18. 有關環境宣稱及永續標章的新規定，將如何適用於既有產品？

ECGT 指令針對《不公平商業行為指令》（UCPD）進行了若干具針對性的修正，作為橫向性的「消費者保護安全網（consumer protection safety net）」，以因應包括**漂綠（greenwashing）**在內的誤導性企業對消費者商業行為。

ECGT 指令已於 2024 年 3 月 26 日生效。

各會員國必須於 2026 年 3 月 27 日前完成國內法轉置。

ECGT 指令將自 2026 年 9 月 27 日起正式適用。

自該日起，企業必須確保其於企業對消費者（B2C）情境下所使用的環境宣稱

及永續標章均符合新規定，包括既有產品在內。

若企業發現既有產品包裝上的環境宣稱或永續標章不符合新規定，仍可採取實務上的調整措施，以確保符合法規要求，例如：

- 使用貼紙遮蓋或修正相關宣稱；或
- 在銷售現場提供補充資訊。

ECGT/UCPD 的執法工作由各會員國主管機關負責。

主管機關通常會依據違規情節的嚴重程度及個案具體情況，決定調查、執法措施的優先順序及執行時程。

在進行評估時，主管機關亦可能考量，例如：

- 企業是否已作出**合理且符合比例原則（reasonable and proportionate）**的努力，以符合新規定；
- 包括對於已進入供應鏈的產品所採取的因應措施；

並同時兼顧：

- 比例原則（proportionality）；
- 法律確定性（legal certainty）；以及
- 正當信賴（legitimate expectations）。

19. 目前歐盟對消費性商品「可維修性評分（Repairability Score）」有哪些規定？

經 ECGT 指令第 2(1) 條修正後，《消費者權利指令》（Consumers Rights Directive, CRD）2011/83/EU 第 2(14d) 條將**「可維修性評分（repairability score）」**定義為：

「依據歐盟層級所制定的統一要求，用以表示商品可維修能力的評分。」

依據經 ECGT 指令第 2(2)(c) 及第 2(3)(d) 條修正後之 CRD 第 5(1)(i) 條及第 6(1)(u) 條，只要歐盟已針對特定產品或產品類別建立統一的可維修性要求，企業即必須在消費者受契約拘束之前，以清楚且易於理解的方式向消費者提供可維修性評分。

此類統一要求可依不同歐盟法規制定，例如：

- 《能源標示架構規章》(Regulation (EU) 2017/1369)；
- 《能源相關產品生態設計指令》(Directive 2009/125/EC)；
- 或其後續法規——《永續產品生態設計規章》(Ecodesign for Sustainable Products Regulation, **ESPR**, Regulation (EU) 2024/1781)，其適用範圍將擴及更多產品。

其中，**ESPR** 特別建立了針對特定產品或產品類別制定可維修性評分的法律基礎。

依據 **ESPR** 前言第 30 點，可維修性評分應：

「依據針對特定產品或產品類別所制定的統一方法進行計算，並將備用零件的可取得性及價格、拆解容易程度、工具取得情形等參數整合為單一評分。」

自 2025 年 6 月 20 日起，所有在歐盟市場上市的新款智慧型手機及平板電腦，均必須展示包含可維修性評分的能源標示以及其他法定資訊。

這是第一類適用此項義務的產品，未來隨著 **ESPR** 及相關法規制定更多實施措施，其他產品類別亦將陸續納入。

因此，所有銷售智慧型手機及平板電腦的企業，均須於締約前，以清楚且易於理解的方式向消費者提供可維修性評分。

20. 經 ECGT 指令修正後，CRD 對於產品耐用性及可維修性資訊提供給企業及消費者，有哪些要求？

依據經 ECGT 指令第 2(2) 條及第 2(3) 條修正後之 CRD 第 5(1)(ea)、5(1)(ed)、5(1)(j)、6(1)(la)、6(1)(lc) 及 6(1)(v) 條，作為消費者直接契約相對人的企業 (trader)，必須向消費者提供與產品耐用性 (durability) 及可維修性 (repairability) 有關的特定資訊，以及軟體更新的最低提供期間 (minimum period of software updates)，但以前提是製造商已向企業提供該等資訊。

雖然 CRD 並未要求製造商 (於其未作為企業／賣方時) 必須向企業提供上述資訊，但製造商通常會有意願提供，因為如此可協助消費者選擇由其生產、較耐用且較容易維修的產品。

ECGT 指令亦賦予企業相當程度的彈性，可自行決定如何向消費者提供上述資

訊，但前提是資訊必須以**清楚、易於理解且顯著（clear, comprehensible and prominent）**的方式呈現。

例如，可透過以下方式提供：

- 直接標示於產品本體；
- 標示於產品包裝上；
- 陳列於貨架資訊；
- 或於網路銷售時，標示於產品圖片旁。

重要的是，**企業（trader）並無義務主動到產品專屬網站或其他來源搜尋相關資訊。**

另一方面，**製造商（producer）**基於商業利益，將有誘因主動提供這些資訊，以取得市場競爭優勢，並可自行將相關資訊標示於產品本體或其包裝上。

若製造商同時也是企業（即賣方），則該製造商／企業僅於下列情況下，才須提供有關**備用零件**的資訊：

- 備用零件的供應情形（availability）；
- 備用零件的預估價格（estimated costs）；
- 備用零件的訂購程序（procedure for ordering）；
- 維修及保養說明（repair and maintenance instructions）。

前提是，該製造商／企業：

- 已決定將備用零件作為其商業模式的一部分予以販售；或
- 已決定提供維修及保養手冊；或
- 依法負有提供上述資訊之義務。

至於**維修限制（repair restrictions）**，由於法律並未普遍要求產品必須可維修，因此**製造商／企業並無義務主動告知消費者某產品無法維修。**

然而，若企業主動提供有關產品維修的資訊，則亦應一併揭露與該維修或備用零件有關的任何限制。

21. 法定符合性保證（legal guarantee of conformity）的統一告知，以及耐用性商業保證（commercial guarantee of durability）的統一標示，兩者之間有何關係？

統一告知（harmonised notice）與統一標示（harmonised label）係相互配合設計，並透過相互參照，協助消費者理解法定保證與商業保證之間的差異。

二者均係依據**執行規章（Commission Implementing Regulation (EU) 2025/1960）**所制定。

其中，**統一告知屬於銷售點必須提供的強制性告知（mandatory notice）**，目的在提高消費者對法定保證權利的認識。

自 **2026 年 9 月 27 日**起，企業應以醒目方式展示該告知，例如：

- 店內牆面上的醒目海報；
- 收銀台附近；
- 或於網路銷售時，作為販售網站上的一般提醒資訊。

相對而言，**統一標示（harmonised label）**代表的是由製造商自願提供（voluntary）的耐用性商業保證（commercial guarantee of durability）。

該商業保證必須符合以下條件：

- 由製造商提供；
- 不得向消費者收取任何額外費用；
- 涵蓋整件商品；
- 保證期間超過兩年。

凡希望向消費者保證產品耐用性的製造商，均可提供此類商業保證。

然而，依 ECGT 指令前言第 26 點，若製造商提供此類耐用性商業保證，且已將相關資訊提供給企業（trader），則企業即有義務展示該統一標示。

此外，依 ECGT 指令前言第 28 點，統一標示應以**醒目方式**展示，並以能讓消費者容易辨識**哪些特定商品享有此項耐用性商業保證**的方式使用，例如：

- 直接貼附於產品包裝；

- 在陳列該等商品的貨架上醒目展示；
- 或於網路銷售時，直接顯示於產品圖片旁。

提供耐用性商業保證的製造商，亦可自行將統一標示直接標示於產品本體或包裝上，以獲得商業上的競爭優勢。

企業則應確保該統一標示**清楚可見**。

自 **2026 年 9 月 27 日**起，該統一標示將正式適用於相關產品，並應於銷售點向消費者清楚展示。