



Compliance & Risks

Webinar

E-Commerce Compliance: New Rules on Green Claims, Product Safety and Transparency

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→ | complianceandrisks.com

Meet the Team



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Q&A
Session

Slides &
Webinar
Recording



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Webinar Platform Tips

Mission Statement

Ensure global companies have the tools & information to build safe, sustainable, products in a world full of change

Trusted by the World's Leading Brands

SAMSUNG

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 **MOTOROLA**

EPSON®



 **Abbott**

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XEROX®

Thermo
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Lenovo

GARMIN™



120K⁺
Regulations

195
Countries

10⁺
Industries

28
Languages

30
Global
Network
Partners

10K⁺
Expert
Queries
answered



— Agenda

- 1. Online Greenwashing**
- 2. Information Obligations**
- 3. Safety in E-Commerce**
- 4. Global Developments**
- 5. Q&A Session**





Greenwashing

ECGT Directive, Online Greenwashing, Green Claims Directive



What is Greenwashing?

Misleading practice of giving a false impression of the environmental impact or benefit of company's product, service or operation

Types of Greenwashing:

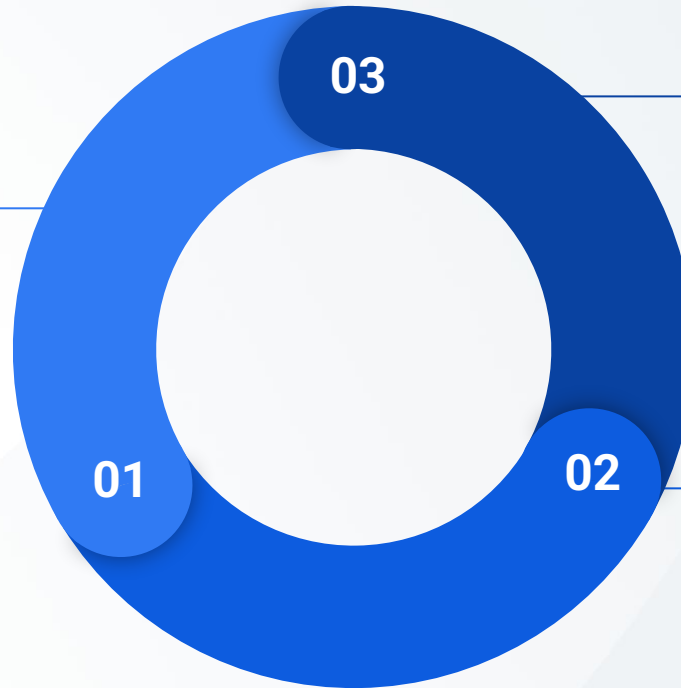
- **Greenlabeling:** misleading information about products on their sustainability
- **Greenlighting:** highlighting of a feature to distract from other negative aspects
- **Greencrowding:** hiding behind industry groups to avoid accountability
- **Greenrinsing:** regularly changing sustainability targets before they are achieved
- **Greenshifting:** blaming consumers for negative climate impacts instead of corporate action



Different Levels of Protection

Level 3

Existing Consumer Protection Regulations + Specific Environmental Claims Rules



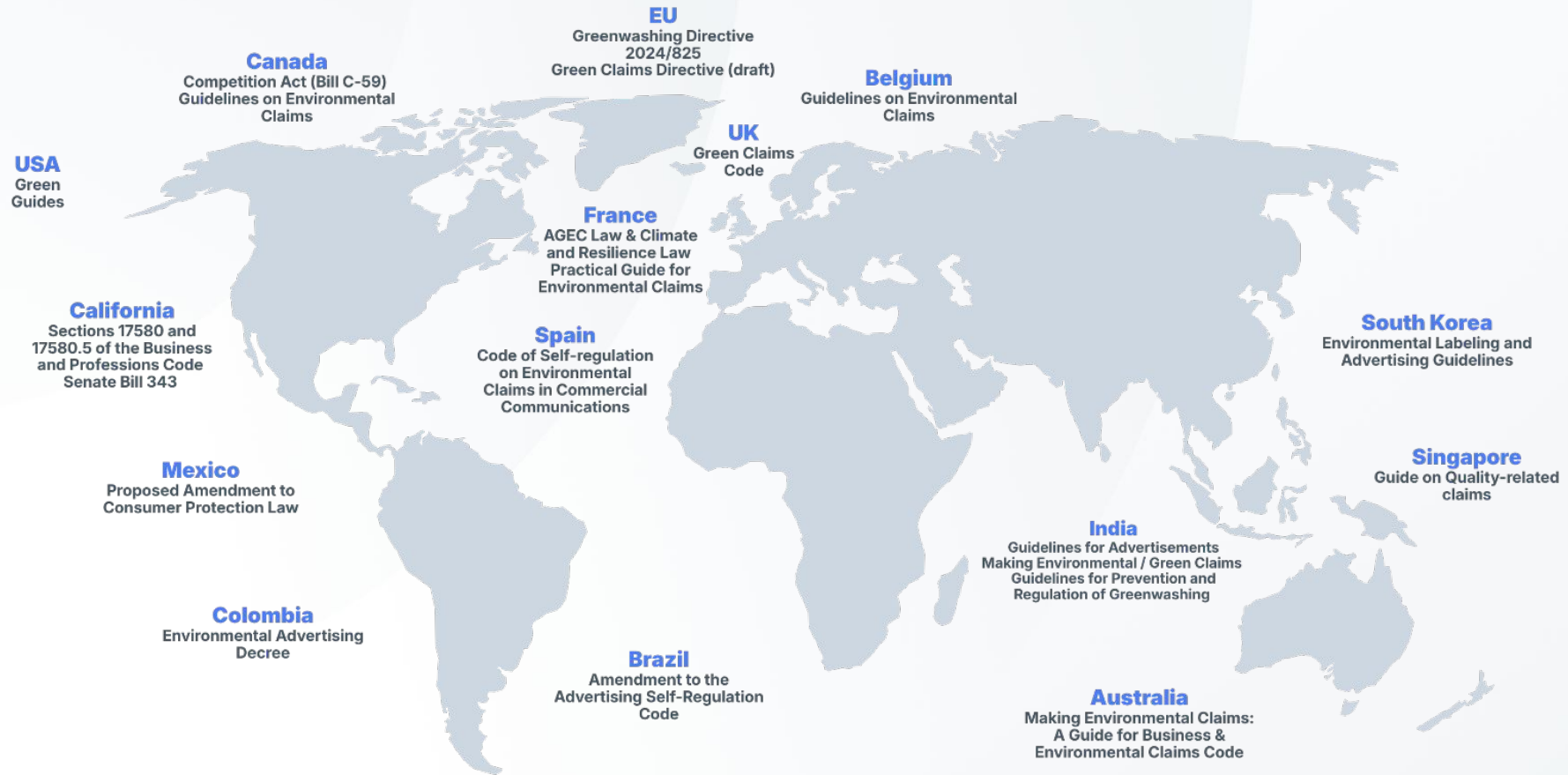
Level 1

Existing Consumer Protection Regulations

Level 2

Existing Consumer Protection Regulations + Guiding Documents

Green Claims Regulations Around the World



Empowering Consumers for the Green Transition Directive (ECGT)

Two aspects:

1. Amendment to the Unfair Commercial Practices Directive - Greenwashing
2. Amendment to the Consumer Rights Directive - Guarantees and repairability



Empowering Consumers for the Green Transition Directive (ECGT)

- **Scope:** business-to-consumer commercial practices
- **Amends the Unfair Commercial Practices Directive by:**
 - Adding broad definitions of environmental claim and sustainability label
 - Adding new prohibited practices

Prohibits:

- **Generic** environmental claims without demonstrating excellent environmental performance
- Display of a sustainability label not based on a certification scheme
- Environmental claims about the entire product when concerning only a certain aspect
- Claiming, based on the offsetting of GHG emissions, that a product has a neutral, reduced or positive impact on the environment
- Presenting requirements imposed by law as a distinctive feature of the trader's offer

Environmental claim

Any voluntary message or representation in any form which states or implies that a product has positive or zero environmental impact or is less damaging to the environment than other products

Sustainability Label

Any voluntary mark that aims to promote a product by reference to its environmental or social characteristics

Online Greenwashing

Business-to-Consumer Claims

- Misleading practices towards consumers
- Trader: person engaging with the consumer through a commercial practice

Extended Landscape of Accountability



Suppliers/Manufacturers/ Brands

Originators of the product and its primary environmental claims



Retailers

Businesses interacting with consumers and repeating claims through sales channels



Marketplaces

Platforms hosting third-party sellers

- Each business in the supply chain has a responsibility for ensuring that claims are accurate and substantiated
- Retailers and marketplaces must put in place internal processes to ensure accuracy

UK Guidance on Supply Chain Liability

Checklist for Retailers

- Seek evidence ahead of advertising/selling
- Ask brands to provide evidence
- Conduct regular/random checks
- Maintain regular contact with suppliers
- Assess whether claims are clear

Example: Online Retailer Selling Third-Party Branded Products



EU Green Claims Directive (draft)

Scope: Voluntary environmental claims, in written/oral/label format, made in a business to consumer (B2C) context, and not currently covered by other EU rules.

Who is Affected?

- Applies to all companies making environmental claims including non-EU businesses

If companies are going to make a claim, it must be:

- **Substantiated:** Based on widely recognised scientific evidence
- **Appropriately communicated**
- **Ex-ante verification:** By accredited 3rd party conformity assessment body

Biggest change: Proactive approach - claims verified *before* use (unlike UK and US)



Information Obligations

EU Product Guarantee Information, Withdrawal Button, US Inform Consumer Act



EU Product Guarantee Information

Harmonised Notice & Harmonised Label

Aim:

- Better inform consumers on the durability of products by giving more harmonised information on guarantees rights

Legal basis:

- New Article 22a of Consumer Rights Directive as introduced by ECGT Directive
- Regulation (EU) 2025/1960
- FAQ document

Scope:

- B2C products



Harmonised Notice

- Mandatory
- Reminder about the legal guarantee of conformity
- Must be displayed in a prominent manner
- None of the elements can be edited
- Must be in colour in case of online sale

Core Elements:

- Minimum 2-year guarantee
- Right to free repair, replacement or refund
- QR code leading to Your Europe portal

"The harmonised notice must be displayed, 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."



LEGAL GUARANTEE

Minimum two-year legal guarantee protection for goods sold in the European Union.

Consumers can claim their rights under the legal guarantee of conformity, for example if goods:

- ☒ do not match the description;
- ☒ do not function as intended.

Sellers are liable for any lack of conformity which existed when the goods were delivered, and which becomes apparent within the legal guarantee period. Sellers in such a situation are required to offer:

- ☒ **free repair or free replacement;**
- ☒ in some cases, a **price reduction or full reimbursement.**

Some countries have a longer legal guarantee period. For second-hand goods, a shorter period may apply, but not less than one year.

For more information on your rights in a specific country, scan the QR code below or ask the seller.



europa.eu/youreurope/guarantees

What to do if you receive non-conforming goods:

- 1 Contact the seller as soon as possible to report the issue;
- 2 Provide proof of purchase, such as a receipt, invoice, or bank statement.

GARAN ☒

Sellers and producers may also offer commercial guarantees, which apply independently from the legal guarantee. For example, you may see this GARAN label representing a **commercial guarantee of durability** offered by the producer at no additional cost and covering the entire good.

Harmonised Label

- Represents a voluntary commercial guarantee of durability
 - at no additional cost
 - covering the entire product
 - for a period longer than two years
- Must be displayed in a prominent manner
- Certain elements can be edited
- Must be in colour in case of online sale

Core Elements:

- Duration in years
- Name of the producer and Model identifier
- QR code leading to Your Europe portal

“The harmonised label should be 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.”



EU Withdrawal Button

Legal Basis:

- New Article 11a of Consumer Rights Directive as introduced by Directive (EU) 2023/2673

Application Date:

- **19 June 2026**

Scope:

- Distance contracts concluded by the means of an online interface

2-Step Process:

- **Step 1:** Withdrawal statement
- **Step 2:** Confirmation

**Withdraw from Contract
Here**

- Continuously available throughout the withdrawal period
- Must be prominently displayed on the online interface
- Must be easily accessible to the consumer

US INFORM Consumers Act

Aim:

More transparency during online transactions and unhindered communication between consumers and sellers

Scope:

- **Online marketplace:** a person or business that operates a consumer-directed platform that allows third party sellers to engage in the sale, purchase, payment, storage, shipping, or delivery of a consumer product in the United States
- **Consumer product:** tangible personal property for sale and that is normally used for personal, family, or household purposes
- **High-volume third party seller:** seller in an online marketplace with 200 or more individual transactions and \$5,000 or more in gross revenues within a 12-month period

Exemption:

- Businesses that:
 - Made their name, business address, and contact information available to the general public;
 - Have a contractual relationship with the marketplace to manufacture, distribute, wholesale, or fulfill shipments of consumer products; and
 - Provide the marketplace with identifying information that the marketplace has verified

US INFORM Consumers Act

Key Obligations



Collection

Collect bank, contact, and Tax ID info from high-volume sellers within 10 days



Verification

Verify information validity and ensure annual certification of accuracy from sellers



Disclosure

Display seller identity and contact details on product listings



Suspension

Mandatory suspension of sellers who fail to provide required information



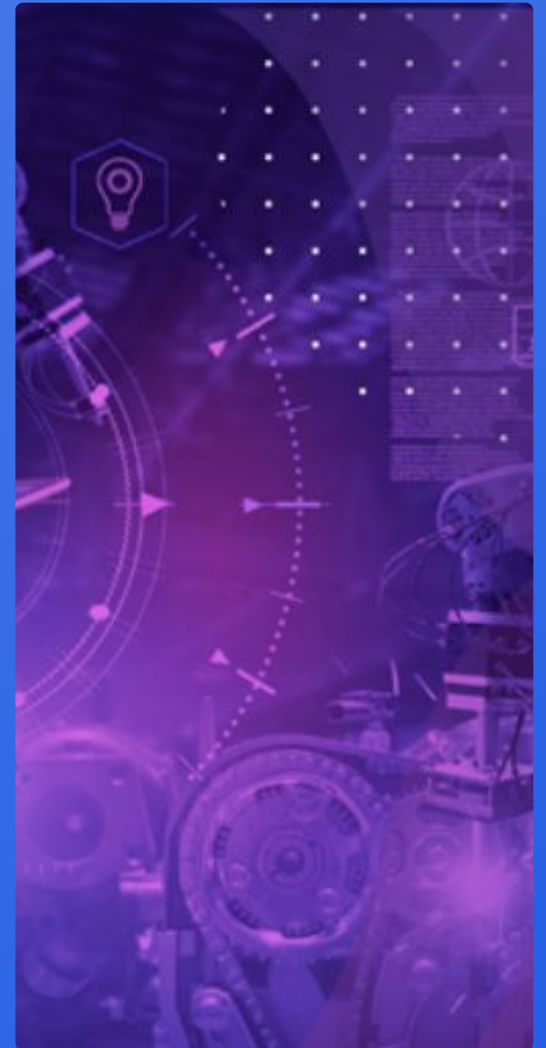
Reporting

Provide consumers a clear mechanism to report suspicious conduct on listings



EU Digital Services Act

Online Marketplace Accountability
Retailers Selling via Online Marketplaces



Introduction to the Digital Services Act ('DSA')

Establishing accountability and transparency for online marketplaces

Context & Timeline

The DSA (Regulation (EU) 2022/2065) has been fully in effect since **17 February 2024**. It marks a dramatic shift from the historical "intermediary" status to a robust system of **accountability** for third-party compliance

Accountability & Safety

Online marketplaces are now accountable for products listed for sale

They must take active measures against **illegal and unsafe product listings**

DSA & GPSR

The DSA works in tandem with **Regulation (EU) 2023/988 (GPSR)**

This synergy enhances **consumer protection** through mandatory due diligence in the digital age



Online Marketplaces under the DSA

Horizontal regulation of *online intermediaries*, including marketplaces

- **Trace traders** marketplaces are obligated to know their business customers ('KYBC')
- **Compliance by design** facilitate trader compliance by the online platform interface
- **Conduct reasonable checks** randomly check against existing databases whether products on sites are compliant
- **Transparency** report annually on content moderation; monthly active users
- **Avoid 'dark patterns'** do not manipulate users into unintended choices
- **Respect trusted flaggers** prioritise and process their notifications without delay
- **Measures against misuse** suspend provision of services to sellers who frequently provide manifestly illegal products
- **Inform consumers** about illegal products sold via the marketplace



Traders Using Online Marketplaces

Trader transparency (KYBC - "Know Your Business Customer")

- Must provide identity and contact details to marketplaces
- This information must be verified and displayed to consumers

Product safety

- Sellers to provide information to enable clear product identification, and display of marks/logos on interface

Compliance with platform rules

- Sellers must not list illegal products or content
- Sellers must cooperate with:
 - notice-and-action processes
 - orders for product removals



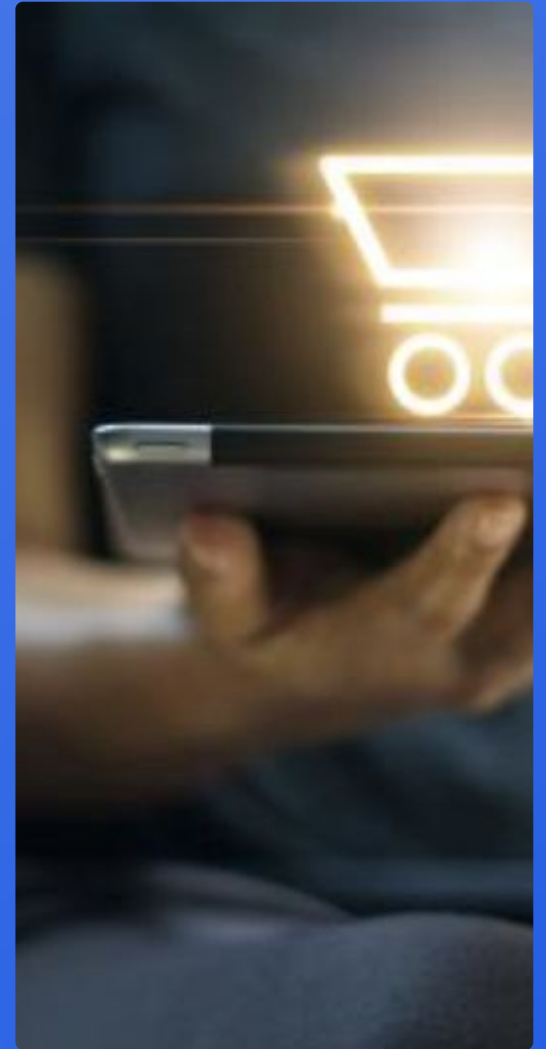


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EU GPSR

Obligations for Online Retailers and Marketplaces

The Responsible Person Mandate



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Online Sellers: Safety Obligations

Products offered to EU consumers online are now explicitly subject to the *same safety requirements as products sold in physical stores*

- General **safety requirement**
 - only place safe products on the market
- Ensure **risk assessment**
 - internal risk analysis
 - draw up technical documentation
- Provide **instructions, warnings, and safety information**
- Clearly display **key information on interface**
 - e.g. product identification (e.g., image), manufacturer or EU-authorized representative name



Online Marketplaces: Safety Obligations

'Provider of an online marketplace' = a provider of an intermediary service using an online interface which allows consumers to conclude distance contracts with traders for the sale of products - *Art 3(14) GPSR*



Marketplaces as compliance enablers and enforcement gatekeepers

- Compulsory Registration on Safety Gate
- Online interface design
- Internal processes for product safety
- Random product checks
- Cooperation

The Responsible Person

The Mandate

- GPSR requires a "Responsible Person" in the EU

The Loophole

- Many foreign sellers list a "Responsible Person" who is either unreachable, a shell entity, or a "fulfilment service provider" with no technical knowledge of the product
- Difficult GPSR enforcement + *'deemed importer'* delay + *small parcel surge*



Potential for a stronger, standalone regulation that makes the appointment of a **legally accountable** and **financially liable** entity **mandatory** for every single e-commerce import, regardless of value?

Global Developments



UK: Online Interface Orders

Digital Markets, Competition and Consumers Act 2024 - Sections 160 and 161

- **Online interface order** (including interim order) = a court order requiring action against a website or app ("online interface") involved in illegal or harmful conduct
- For use when the interface is facilitating consumer law breaches, scams, etc.
- **Last-resort court power**
 - Can force platforms, ISPs, or others to remove content, disable access, or restrict functionality

UK DBT Consultation on a New Product Safety Framework, March 2026

- Potential to extend the logic of online interface orders?
- Create a last-resort power directly against the actors behind them, like online retailers and online marketplaces
- Power would only kick in after other enforcement routes have failed



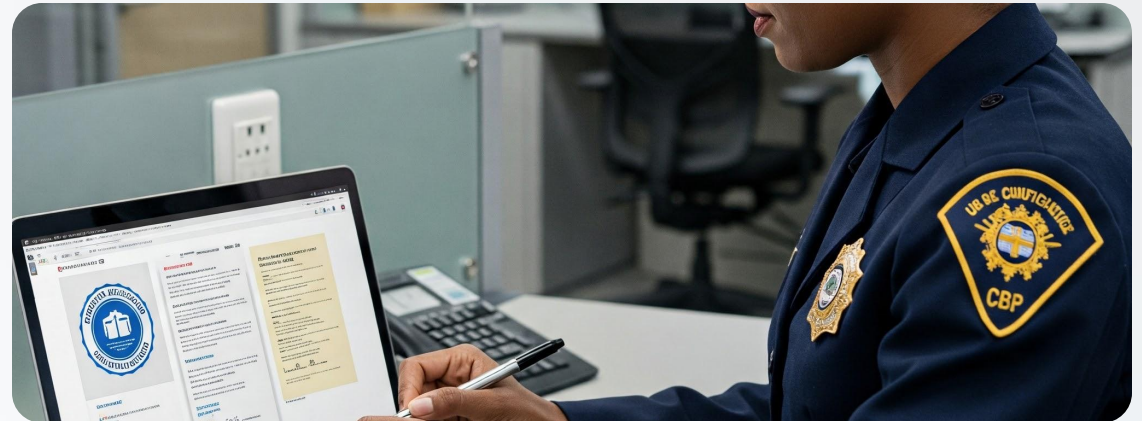
US: Mandatory eFiling of Certificates

From 8 July 2026

- Applies to most **imported consumer products** under CPSC regulation
- **No exemption** - includes "de minimis" shipments
- Importers must **electronically file** their compliance certificates (GCC/CPC) with CBP
- File **at the time of entry**
 - required data elements
 - product ID, certifying party, safety rule applied, manufacturing & testing details

Examples of affected products: toys, children's and adults' apparel, power tools, appliances, sporting goods etc.

*The CPSC's mandatory eFiling rule is its **strategic response to the compliance challenges posed by e-commerce**, particularly the massive influx of small, direct-to-consumer shipments from overseas*



China: Online Product Recalls

Strengthening the Supervision of Recall of Consumer Products Sold Online, Announcement No. 21, 2025

Quality & Safety Compliance

- Ensure all consumer goods sold online **meet safety standards**
- Establish a robust **system for collecting, verifying, analysing, and addressing product quality issues or defects** - whether selling via third-party platforms, self-built websites, or other online channels

Recall Obligations

- Upon receipt of product recall notice, e-commerce operators must **immediately suspend sales** of the affected goods
- Operators are legally required to **fulfil all applicable recall obligations in line with manufacturer and seller responsibilities** under the law



Japan: Specified Import Business Operators

25 December 2025: Overseas businesses directly selling products subject to PS mark to domestic consumers are now designated as specified import business operators

Where a seller is an overseas business operator, and:

- The product is subject to Japan's product safety regime (**PS mark system**)
- They **sell directly to consumers** in Japan (e.g. via their own website or marketplaces)
- There is no Japanese importer/distributor taking legal responsibility
- **Appoint a domestic administrator**
- **File a notification** with METI, including
 - Business/operator information
 - Product-related information
 - **Domestic administrator information** (details of the appointed person/entity in Japan, proof they meet statutory requirements (e.g. Japanese address, authority to act, compliance commitments))



Vietnam: E-Commerce Law No. 122/2025/QH15

1 July 2026: New compliance requirements for e-commerce platforms, and ban on prohibited or non-compliant goods online

Direct-Selling Platforms

Owner sells products directly to consumers via website or app.

Key Responsibilities:

- **Disclose** platform owner & product quality info
- Keep **records** for 1 year
- **Direct Orders:** manage recalls & pay compensation

Intermediary Platforms

Marketplaces hosting third-party sellers.

Key Responsibilities:

- **Verify** seller identities & certificates
- **Oversight** of illegal goods
- **Direct Orders:** coordinate recalls & suspend violators

Foreign E-Commerce Platforms

Platforms with .vn domains or Vietnamese language displays.

Mandatory Measures:

- **Appoint Legal Entity:** a local representative must handle compliance
- **Escrow:** If no local entity, must deposit funds in bank
- Respond to authorities within 24 hours

Questions?



Lets Talk



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