

Legislative changes in consumer protection

How to prepare for them

Consumer protection and e-commerce are set to undergo another significant wave of changes arising from new EU legislation. The new rules will affect not only terms and conditions but also the operation of online shops and mobile apps, ordering processes, product information, customer communications, complaint handling and processes in physical stores.

The main forthcoming changes and new requirements include:

New online withdrawal button functionality

Traders who conclude distance contracts with consumers through an online interface will be required under new Section 1830a of the Civil Code to enable consumers to withdraw from the contract online using a dedicated button or a similar control. This does not extend the right of withdrawal itself but introduces a new and simpler way to exercise it.

The control must be:

- displayed prominently and easily accessible;
- continuously available throughout the period during which the consumer may withdraw from the contract; and
- labelled using unambiguous wording, for example, 'withdraw from the contract here'.

The consumer must be able to provide the information necessary to identify themselves and the relevant contract and to confirm the withdrawal using a separate confirmation button. The trader must then, without undue delay, send confirmation in text form, including the content of the withdrawal and the date and exact time at which it was submitted.

Before concluding the contract, the consumer must be informed not only of the right of withdrawal, but also of the option to use the online button and its location. Implementation therefore requires both a technical modification of the interface and a review of the terms and conditions, pre-contractual information, withdrawal instructions, returns information, confirmation emails, FAQs and internal processes.

The obligation to introduce the new online withdrawal functionality will take effect on **1 January 2027**.

Other forthcoming changes

Other forthcoming changes to the Civil Code and the Consumer Protection Act will apply to consumer contracts generally and will therefore affect online shops as well as physical stores. Before concluding a contract, traders will be required to provide, in particular, the following new or revised precontractual information:

- information on rights arising from defective performance, commercial guarantees, after-sales service and their conditions;
- the period during which free software updates will be provided for digital content, digital services and goods with digital features; and
- the reparability rating or class of the goods or, where applicable, further information on repair options.

For distance contracts, the relevant information must also be provided in text form, for example in a confirmation email or an attached PDF. Retailers will also need to establish processes for obtaining and updating the necessary information from manufacturers and suppliers.

Harmonised notices and labels for statutory or commercial guarantees

Consumers throughout the European Union are to be informed in a uniform manner by means of a harmonised notice on the statutory guarantee of conformity of goods with the contract. The standard form of the notice is laid down in [Commission Implementing Regulation \(EU\) 2025/1960](#). For online sales, the notice must be displayed prominently on the website and also provided to the customer in text form; in a physical store, it may be displayed, for example, as a poster in a clearly visible location.

Under specified conditions, a harmonised label for a free commercial guarantee of durability covering the entire product for more than two years will also apply. It must be clear which product the label concerns and, for online sales, it must also be provided to the customer in text form. Retailers should therefore review the guarantees provided for individual products and the information obtained from manufacturers and suppliers.

Complaints and repairs

Where repair is chosen to resolve a complaint, the seller's liability period for defects is to be extended once by 12 months. Under the Czech draft, the period for new goods would therefore increase from two to three years from receipt. For second-hand goods with a contractually shortened liability period, the period is also to be extended by 12 months following the first repair. Consumers must newly be informed that the repair extends the seller's liability period for defects by the period specified above.

Reparability is to be expressly included among the objective quality requirements applicable to goods. At the consumer's express request, it will be possible, under specified conditions, to provide a defect-free refurbished item instead of a new one.

For relevant products, traders will have to provide information on reparability, the availability and estimated prices of spare parts, repair manuals and restrictions on repairs.

The calculation of a reasonable price reduction is also to be clarified by reference to the ratio between the value of the defective item and the value it would have if free from defects.

Complaint procedures, forms, records of complaints and repairs, customer emails and internal after-sales processes will therefore need to be updated.

Marketing claims and reviews

The prohibition of fake reviews and manipulation of recommendations, including on social media, will also be clarified, together with rules governing environmental claims, sustainability labels and statements concerning product durability, repairability and recyclability.

Businesses should not delay preparations

The obligation to introduce the new online withdrawal functionality has already been approved and will take effect on **1 January 2027**.

The other changes form part of an amendment to the Czech Consumer Protection Act and the Civil Code that is still under consideration within the legislative process, and their effective date therefore remains uncertain. However, their general direction is already clear from the adopted EU legislation.

Given the scope of the changes, implementation will generally not be limited to amending legal documentation. Changes may also be required to IT solutions, online shop interfaces, checkout processes, product data, confirmation emails, processes in physical stores, complaint systems and marketing communications.

We therefore recommend commencing preparations for the new obligations as soon as possible.

How we can assist you

- Assessing the impact and legal requirements of the legislative changes in a specific case (an online shop, sales platform, etc.) and designing suitable implementation (in particular as regards the withdrawal button and harmonised notices and labels concerning guarantees);
- Reviewing terms and conditions and related consumer documentation;
- Reviewing complaint-handling, guarantee and related internal processes; and
- Assessing the information and documentation provided to consumers, particularly pre-contractual information.

If you have any questions on this topic, the PEYTON legal team is at your disposal.

Your PEYTON legal team



Mgr. Jakub Málek
Managing Partner
malek@plegal.cz



JUDr. Miloš Kulda, Ph.D.
Attorney
kulda@plegal.cz



JUDr. Tereza Pechová
Junior Lawyer
pechova@plegal.cz