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Legal Alert

Consumer
protection

Upcoming legislative proposals will change the conditions for consumer contracts

Two draft amendments, primarily to the Consumer Protection Act and the Civil Code, have passed the first reading in the Chamber of Deputies. These amendments will significantly affect the conclusion of contracts between businesses and consumers.

The first amendment will impact contracts concluded online, where consumers will have to be given the possibility to withdraw from the contract, in addition to other methods, also through the online interface, by means of a so-called **withdrawal button**. The proposed effective date is 19 June 2026.

The second proposal strengthens the position of consumers in relation to the prohibition of so-called greenwashing, i.e. labelling products and services as environmentally friendly without any substantiation of such claims, and further regulates, for example, **liability for defective performance**. This amendment has a proposed split effective date, mostly from **31 July 2026**, and, for selected parts, from **27 September 2026** (see our alert entitled [name] of [date] for a detailed analysis).

Parliamentary Print No. 16 amending certain acts in connection with contracts for financial services concluded at a distance

Summary

Businesses will have to **adapt their online interfaces, contractual processes and pre-contractual documentation**. The most visible new requirement is the obligation to introduce, for contracts concluded at a distance through an online interface, a withdrawal button.

In the area of financial services, the rules against so-called **dark patterns**, i.e. user interfaces in the online environment designed to deceive, are also being tightened. Information obligations are being expanded, **rules on the layering of information** are being introduced, and there will be an obligation to ensure that the consumer receives a proper explanation of the product offered, i.e. the so-called **right to human intervention**.

Main changes:

Withdrawal button

The proposal introduces new regulation in the area of withdrawal from contracts concluded at a distance through an online interface. This applies to all traders/businesses, i.e. to any online sale of goods or services. Businesses must implement in their online environments a button labelled "**Withdraw from the contract**" or a similar control element for withdrawal from the contract.

The withdrawal button must be **displayed prominently** in the online interface, must be **easily accessible, available continuously** throughout the withdrawal period, and must be labelled with the easily legible wording "**Withdraw from the contract**" or another corresponding unambiguous formulation.

It should be easy and simple for consumers to find and access this button. For example, consumers should not be required to take steps in order to find the button, such as downloading an application, unless the relevant contract was concluded through that application. A business may facilitate the consumer's access to the withdrawal button, for example, by providing a hyperlink.

A business may also comply with the obligation by making the withdrawal button permanently available, regardless of the running of the withdrawal period for a specific contract or consumer. The mere fact that the button is made available for a longer period does not mean that the statutory period is extended or that a new contractual obligation of the business arises. However, it is advisable to inform consumers that the availability of the button does not in itself mean that they still have the right to withdraw from the contract, and to include information on the length and commencement of the statutory withdrawal period.

Withdrawal statement

After clicking the withdrawal button, the consumer should be asked to complete or confirm a withdrawal statement. This should include, in particular, the consumer's first name, surname, identification of the relevant contract, and electronic contact details for sending confirmation, for example an e-mail address. If the consumer is already logged in and their identity and the contract are clear, they should not have to enter this information again.

In order to avoid unintended withdrawal, the consumer must also confirm their action by means of a separate button labelled, for example, "**Confirm withdrawal from the contract**" or another unambiguous formulation.

Confirmation of withdrawal from the contract

The business must then, without undue delay after the consumer sends the withdrawal statement, confirm to the consumer receipt of that statement, including its content and the date and time at which it was sent by the consumer. The consumer should receive this confirmation by the method stated in the withdrawal statement, for example by e-mail.

Impact on personal data protection

The new obligations of businesses will lead to new personal data processing operations, in particular in connection with the introduction of the online withdrawal button and the obligation to remind consumers of their right of withdrawal in the area of financial services.

What new obligations does this create for businesses?

- ▶ map contracts concluded with consumers online;
- ▶ implement a withdrawal button in a visible and accessible position, clearly labelled "Withdraw from the contract",
- ▶ implement a withdrawal statement, including pre-filled data, and a button labelled "Confirm withdrawal from the contract",
- ▶ record the pressing of the button, including the automated sending of confirmation to the consumer together with a timestamp,
- ▶ consider displaying or hiding the button depending on the running of the withdrawal period,
- ▶ update pre-contractual information and terms and conditions,
- ▶ update the processing of personal data.

Area of financial services

For businesses in the area of financial services, the proposal amends the already existing rules for concluding contracts for financial services at a distance.

Changes are proposed in particular in the following areas:

- ▶ **pre-contractual information** – new information obligations and rules for information provided by telephone,
- ▶ **possibility of layering information** – all information for consumers should be easily accessible. The use of additional layers should not distract the consumer and should not obscure key information. If information layering is used, the consumer must be able to display, save and print all pre-



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- ▶ contractual information as a single document,
- ▶ **proper explanation** – before concluding the contract, the consumer has the right to an explanation provided by a human, i.e. the so-called right to human intervention. The consumer also has this right in justified cases after the contract has been concluded, for example in connection with the renewal or extension of the contract, difficulties experienced by the consumer during the term of the contract, or the need for further explanation of the contractual terms,
- ▶ **right to withdraw from the contract** – time limitation of the possibility to withdraw from the contract in the event that pre-contractual information and contractual terms have not been provided, namely no later than within 12 months and 14 days from conclusion of the contract. This does not apply if the pre-contractual information on the right to withdraw from the contract has not been provided,
- ▶ **reversal of the burden of proof** – in case of doubt, the business must prove that it communicated and explained to the consumer the information that it is obliged to communicate and explain. This means a reversal of the burden of proof regarding the communication of pre-contractual information and the provision of a proper explanation,
- ▶ **prohibition of so-called dark patterns** – protection of consumers in the online environment against deceptive and manipulative practices that may be used to induce consumers to behave or make a decision that could have negative consequences for them. This includes, for example, deliberately exploitative online interface design aimed at steering the consumer towards a choice or steps that benefit the trader but may not be in the consumer's interest, or the presentation of choices in a non-neutral manner, for example by highlighting certain options when the consumer is asked to make a decision.

The proposed effective date of this amendment is **19 June 2026**.

Parliamentary Print No. 53 amending the Consumer Protection Act

Summary

In addition to so-called greenwashing, the forthcoming amendment expands businesses' information obligations towards consumers, particularly in the areas of rights arising from defective performance, commercial guarantees of durability, software updates, product reparability and environmentally friendly delivery.

Where a complaint is resolved by repair, the period of liability for defects is to be extended to three years. Consumers are to be informed of this benefit.

Main changes:

Harmonised notice – statutory guarantee/legal guarantee (rights arising from defective performance)

When selling goods, a business must provide the consumer with a **harmonised notice**, the requirements and form of which are laid down in Commission Regulation 2025/1960.

Through the harmonised notice, the business must remind the consumer that they have **rights arising from defective performance**, the main elements of those rights (repair, replacement, a reasonable price reduction and withdrawal from the contract), and the minimum period during which the business is liable to the consumer for defects in the goods purchased. The minimum period is set at two years from the purchase or, as the case may be, from the consumer's receipt of the purchased goods.

In the case of second-hand goods, this period may be shortened by agreement, but it must not be shorter than one year.

Harmonised label – commercial guarantee of quality, specifically a commercial guarantee of durability

The business must provide the consumer with a **harmonised label**, the form and content of which are laid down in Commission Regulation 2025/1960.

The seller is obliged to provide the consumer with the harmonised label only if the following conditions are met:

- 1) **the commercial guarantee of durability** is provided by the manufacturer, and it is
 - a) free of charge,
 - b) provided for the entire goods, and
 - c) provided for a period longer than two years.
- 2) the manufacturer provides this information to the seller. The seller is not obliged to actively search for this information, for example on the manufacturer's website, unless the manufacturer makes it available to the seller.

Notice before placing an order

The consumer is to be clearly and prominently informed of the information that is important for enabling the consumer to read the main parts of the contract and decide whether to confirm the binding order.

In addition to the information already required to be provided in this way, namely information on the main characteristics, the total price, the duration of the contract and the conditions for terminating it, and the minimum duration of the obligations under the contract, **information on the commercial guarantee of durability** will now also have to be included.

The requirement that this information be displayed prominently means that it must be presented to the consumer in a way that enables the consumer to actually see it without having to leave the website on which the order confirmation is located. Providing the information via a click-through link is not considered to satisfy the requirement of prominent display.

Software updates

The business must inform the consumer of the period of time, or the date until which, free software updates will be provided for goods with digital elements, digital content or digital content services in order to maintain conformity with the contract.

The information obligation applies only to **free** software updates that are necessary to maintain the conformity of such performance with the contract, including security updates.

Extension of the period of liability for defects by one year

If a complaint is resolved by repair, the period during which the seller is liable for defects in new goods will be extended by one year. The period of liability is extended only once; in such a case, the seller is liable for the item being free of defects for **three years from the consumer's receipt of the purchased goods**.

This regulation is intended to motivate consumers to choose repair, rather than replacement of the defective product with a new one, as the remedy for defective performance, since, according to the Commission, replacement is a less environmentally friendly remedy.

Reparability of goods (smartphones and slate computers)

In order to enable consumers to make purchasing decisions also on the basis of whether a product is repairable, the obligation to inform



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consumers of **the reparability score** of goods has been added to the list of pre-contractual information, provided that such a score **is required by directly applicable EU legislation**.

- ▶ Currently, one legal regulation is relevant in this respect, namely Commission Regulation 2023/1669 of 16 June 2023 supplementing Regulation (EU) 2017/1369 of the European Parliament and of the Council as regards energy labelling of smartphones and slate tablets, which requires the reparability score to be indicated for **smartphones and slate tablets**.

If no such score has been established for a given product category, the seller should at least provide the consumer with information on the availability of spare parts, their estimated costs and the means by which they can be ordered.

Environmentally friendly delivery method

It is newly clarified that, as part of the delivery method, the business must inform the consumer of any environmentally friendly delivery methods it offers.

This may include, for example, delivery of goods by bicycle couriers or electric vans, or the possibility of using consolidated transport.

This information obligation does not mean that the business must offer or provide such environmentally friendly delivery. However, if such environmentally friendly transport is available to the business, the business must inform the consumer of it.

List of unfair commercial practices

Last but not least, the annex containing the list of unfair commercial practices prohibited in all circumstances is being amended. Before the amendment, this list contained 27 items. The amended list of always prohibited unfair practices will contain a total of 39 practices. These 12 new items are primarily aimed at eliminating practices consisting of so-called greenwashing and premature obsolescence of products.

It will newly be considered a misleading commercial practice if the seller

- ▶ conceals from the consumer information that a software **update** will **negatively affect the functioning** of goods with digital elements, the use of digital content or a digital content service,
- ▶ **presents a software update as necessary**, even though it only improves functionality features,
- ▶ makes a commercial communication about a product where it has information on the existence and effects of an incorporated **feature whose purpose is to limit the durability of that product**,
- ▶ falsely states that, under normal conditions of use, a product has a certain **durability** in terms of time or intensity of use,
- ▶ presents a product as **repairable** when this is not the case,
- ▶ seeks to induce the consumer to **replace** or replenish **consumables in a product earlier** than is technically necessary; or
- ▶ conceals information about **impaired functionality** of a product if consumables, spare parts or accessories not supplied by the original manufacturer are used, or falsely states that such impaired functionality will occur.

The consumer should also not be forced to replace consumable parts of a product prematurely where replacement is not yet necessary. This concerns, for example, an indication that a battery or printer toner is empty, even though replacement is not necessary.

The consumer should also not be misled about the use of non-original

spare parts, whether by concealing the fact that non-original parts will limit or impair the functionality of the product or by stating that such impairment will occur if the consumer does not purchase an original spare part from the manufacturer.

What new obligations does this create for businesses?

For businesses, the proposal will mainly mean the need to:

- ▶ review environmental claims and marketing communications, in particular with regard to greenwashing and other new unfair commercial practices;
- ▶ provide the harmonised notice and harmonised label;
- ▶ adjust the e-shop order interface, in particular the information displayed immediately before the order is submitted, including information on free software updates and the reparability score;
- ▶ inform consumers of environmentally friendly delivery methods;
- ▶ set up complaint-handling processes and consumer instructions when a complaint is made.

This amendment has a proposed split effective date, mostly from **31 July 2026**, and, for selected parts, from **27 September 2026**.

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