



Green claims in focus: Tech sector

BEGIN >

Contents

To address these challenges, CMS experts from multiple jurisdictions will discuss:

- 01** EU foundations of green claims rules, EmpCo approach
- 02** What enforcement bodies assess in practice
- 03** Belgium's focus on consumer tech, reparability messaging and platform environments
- 04** Litigation and substantiation standards in the Netherlands
- 05** The UK perspective, including key trends



Speakers



Esme Saynor
Partner, CMS UK



Rogier de Vrey
Partner, CMS Netherlands



Tom Heremans
Partner, CMS Belgium





Right now, the planet cannot afford delays, excuses, or more greenwashing

Catherine Mckenna, former chair of the High-Level Expert Group on the Net-Zero Emissions Commitments of Non-State Entities





EU REGULATORY LANDSCAPE

Rogier de Vrey

The legal landscape for green claims in the EU

The regulation of sustainability claims is a national and European concern



Unfair Commercial Practices Directive



EmpCo Directive

Green Claims Directive

EU Member States

- Local rules / implementation
- Self regulation
- Enforcement guidelines



Empowering Consumers (EmpCo) Directive



Official Journal
of the European Union

EN
L series

2024/825

6.3.2024

DIRECTIVE (EU) 2024/825 OF THE EUROPEAN PARLIAM

Published 6 March 2024

Implementation deadline 27 September 2026

(with EEA relevance)

green
information

EmpCo: new Misleading Practices



Future environmental performance (ambition)

Forbidden without defined commitments, implementation plan and third party verification

Advertising benefits

that are irrelevant and do not result from a feature of the product or company



EmpCo: new **bans** in the blacklist



Use of sustainability labels that are not based on a certification scheme or established by government bodies



Generic environmental claims without proof (*recognised environmental excellence*)



Presenting requirements imposed by law as a distinguishing feature



Cherry picking (claiming that an environmental claim applies to the entire product when in fact the claim only applies to a particular aspect of the product)



Climate neutral CO² claims based on emission offsetting





FOCUS on BELGIUM EXAMPLES, REPARABILITY INDEX



Tom Heremans

Transposition in Belgium of Empowering Consumers Directive (EU) 2024/825

- Government approved the draft bill
- Opinion of the Council of State
- Parliament will adopt the bill
- Entry into effect scheduled for 27 September 2026
- In the meantime: guidelines of the Federal Public Service Economy

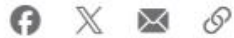
KONINKRIJK BELGIE	ROYAUME DE BELGIQUE
FEDERALE OVERHEIDSDIENST ECONOMIE, K.M.O., MIDDENSTAND EN ENERGIE	SERVICE PUBLIC FEDERAL ECONOMIE, P.M.E., CLASSES MOYENNES ET ENERGIE
Voorontwerp van wet houdende de omzetting van de richtlijn (EU) 2024/825 van het Europees Parlement en de Raad van 28 februari 2024 tot wijziging van de Richtlijnen 2005/29/EG en 2011/83/EU wat betreft het versterken van de positie van de consument voor de groene transitie door middel van betere informatie en door middel van bescherming tegen oneerlijke praktijken	Avant-projet de loi transposant la directive (UE) 2024/825 du Parlement européen et du Conseil du 28 février 2024 modifiant les directives 2005/29/CE et 2011/83/UE pour donner aux consommateurs les moyens d'agir en faveur de la transition verte grâce à une meilleure protection contre les pratiques déloyales et grâce à une meilleure information
FILIP, Koning der Belgen,	PHILIPPE, Roi des Belges,



A few illustrations

Apple introduces the advanced new Apple Watch Series 9

Featuring breakthrough capabilities for the world's most popular watch and Apple's first carbon neutral products



Apple Watch Series 9 brings new capabilities to the world's best-selling watch while achieving a significant environmental milestone.



The Fairphone (Gen. 6) device

For over a decade, we've been redefining what great tech looks like—devices that are built to last and made with care for people and the planet. With the new Fairphone, we're pushing innovation that matters, where it matters most.

Built to last

Designed for longevity with modular, repairable hardware and long-term software support—because the longer your phone lasts, the smaller its footprint.

100% Electronic Waste Neutral

For every phone we sell, we take one back. That means less e-waste and more circular use through reuse, repair, and recycling.

More than 50% Fair or Recycled Materials

Now made with more fair or recycled materials than ever.

Recycled materials include:

- Aluminum, Copper, Steel, Tin, Indium, Magnesium, Nickel, Plastics, Rare earths, Zinc.

Fair materials include:

- Fairtrade gold, Fairmined silver (via credit), cobalt (via credits) & tungsten



Why Frida?

Frida gives you intelligent AI assistants that respect both your users and the planet. Our platform combines AI trained on your knowledge, sustainable infrastructure powered by GreenPT, and full transparency into every conversation's environmental impact.

Whether you need a website chatbot, internal knowledge assistant, or AI integrated into Slack and Teams, Frida delivers accurate answers without compromising on privacy or sustainability.

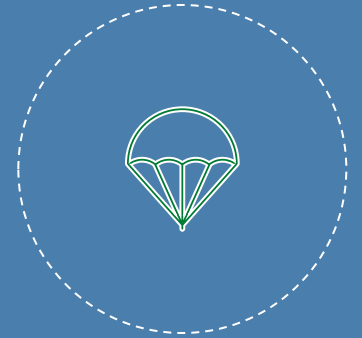
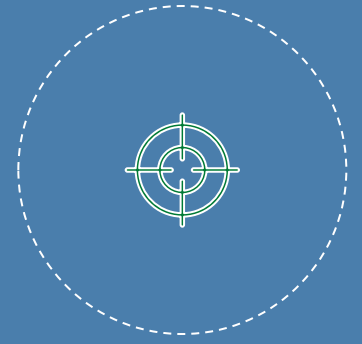
Most AI assistants promise smart support but deliver generic answers, unclear data practices, and hidden environmental costs. We built Frida to do better—AI that truly understands your business, green, private, and transparent by design.



Empowering Consumers Directive (EU) 2024/825

Information to consumers must include, in a clear and comprehensible manner,

“a reminder of the existence of the legal guarantee of conformity for goods and its main elements, including its minimum duration of two years as provided in Directive (EU) 2019/771, in a prominent manner, using the harmonised notice referred to in Article 22a of this Directive”



Commission Implementing Regulation (EU) 2025/1960

Harmonised notice, applicable as from 27 September 2026

In store and on website



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.

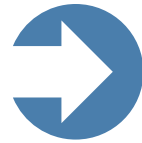
GARAN ✔

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.

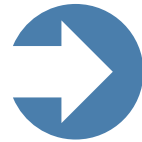
Empowering Consumers Directive (EU) 2024/825

“Reparability score” means a score expressing the capacity of a good to be repaired, based on harmonised requirements established at Union level

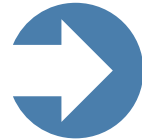
Essential information to consumers includes reparability score



Belgium: law of 17 March 2024 + several Royal Decrees



Will apply to dishwashers, vacuum cleaners, lawn mowers, high-pressure cleaners, and laptops without a touch screen



Calculation of the score, see:
<https://www.health.belgium.be/>

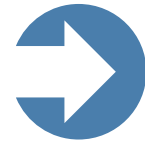


Reparability score in Belgium

“Reparability Index” must be shown next to the price of the products, clear and legible, in all sales channels (stores and online)



Obligation to inform rests on producer or importer



Legislation not into effect yet for laptops



Five criteria: Technical repair information and manuals, ease of disassembly and required tools, availability and delivery times of spare parts, ratio between spare part prices and the product price, product-specific criteria (such as software updates or access to the battery)





Case law in Belgium

Very small number of court cases

More decisions from Jury for Fair Commercial practices (JEP)



Art. 7: absolute claims such as, "*environmentally friendly*", "*environmentally safe*", implying that a product or service has no effect on the environment at any stage of its life cycle, shall be prohibited unless proven

Art. 12: environmental superiority over competitors can only be claimed if a significant advantage can be demonstrated

Art. 14: the advertiser must be able to substantiate with certainty and without delay any claim, indication, illustration or presentation referring to effects on the environment.



ICC Advertising and
Marketing
Communications
Code





Land Rover advertisement was found to be compliant (JEP, 12 June 2023).

“Start with Hyundai because no other brand offers such a wide range of eco-friendly cars.”

Decision: ‘eco-friendly cars’ constitutes a general environmental claim within the meaning of Article D1 of the ICC Code as well as a claim implying that the product in question has no effect on the environment at any stage of its life cycle, which is contrary to Article 7 of the Environmental Code (JEP, 5 February 2022).



The logo for JEP, consisting of the letters 'JEP' in a bold, red, sans-serif font. The 'J' and 'P' are stylized with rounded ends and a thick stroke.The logo for MINIMAX, featuring the word 'MINIMAX' in white, uppercase, sans-serif font on a red rectangular background.

Advertisement for a water softener « *that protects your home, night and day, without electricity, without a battery, pure reliability* »

This is a correct claim, no need to say that the product consumes water instead of electricity

(JEP, 18 March 2024).


The Renault logo, which is a black diamond shape with a white outline, followed by the word 'RENAULT' in a bold, black, sans-serif font.

Vehicle "E-tech full hybrid"

Claim does not constitute greenwashing, because some cars are "mild hybrid" (electric motor supports combustion motor), others "full hybrid" (with two independent motors), and still others "plug-in hybrid".

Consumers are not misled.

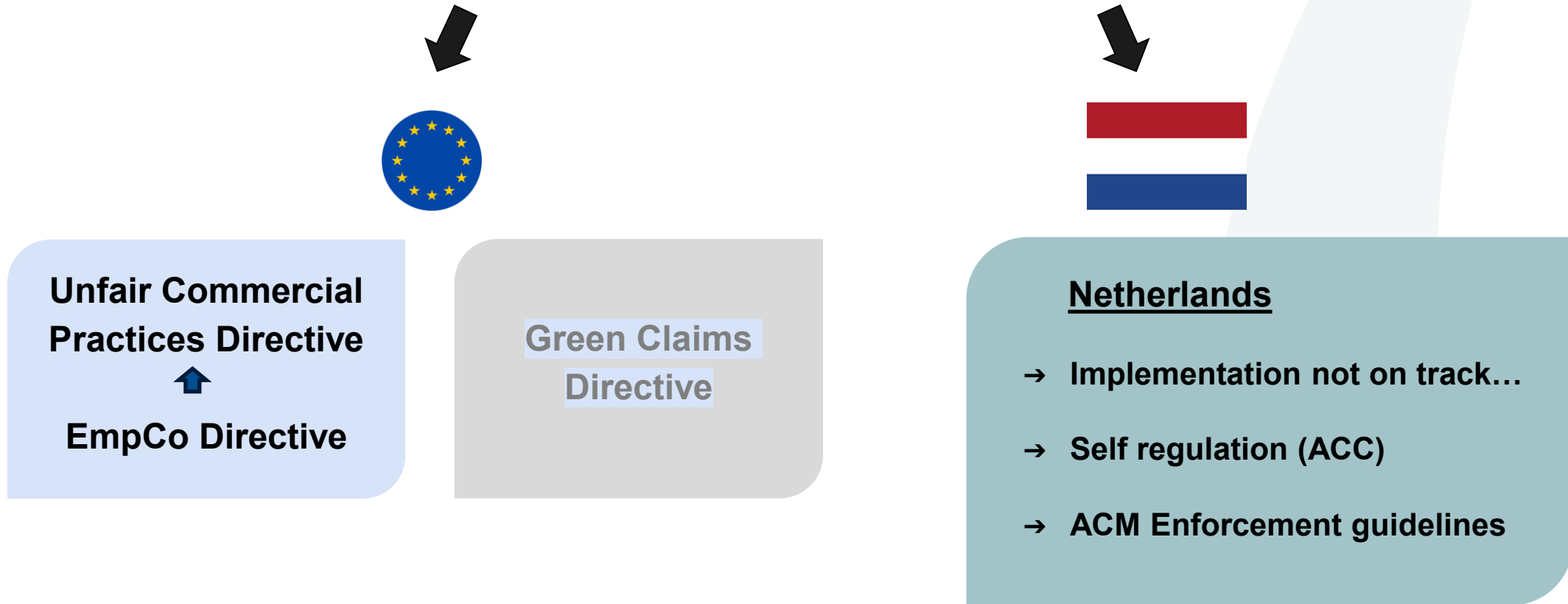




FOCUS on the NETHERLANDS EXAMPLES, RECYCLABLE vs RECYCLED

Rogier de Vrey

The legal landscape for green claims in **the Netherlands**





Recycled & Recyclable



acer

Aspire Vero

Eco Design Featuring PCR Plastic¹
 100% Recycled Plastic Packaging and 100% Recyclable Box
 Easy to Upgrade, Repair and Recycle
 11th Gen Intel® Core™ i7 Processor¹

1 - Specifications may vary depending on model and/or region. All models subject to availability.



Galaxy S23 Ultra

Designed With the Planet in Mind

80% Recycled PET

20% Recycled ocean-bound plastic

22% Recycled glass



SAMSUNG

Galaxy for the Planet



Recycled & Recycable

- Claims on (separate) waste collection or processing are allowed only if the method is available and practically applicable
- Claims on reuse/recycling are allowed only if recycling occurs to a **sufficient extent** in practice
- If these conditions are not fully met, the limitation must be clearly stated in the claim
- Additional details may be provided in the communication itself or via a clear reference



ACC 2017/00812



ACC/RvB 2023/00345



Mobility (cars, e-scooters)



Lucid Air
"0 g CO₂/km"



De nieuwe Mirai - De auto die de lucht zuivert
Toyota Nederland

Toyota Mirai
"The car that purifies air"



om elektrisch te kunnen rijden?

Nissan Qashqai
**"Who says you need a plug
to drive an electric car?"**



Sustainable buildings - Superlatives allowed (if you can prove them)

“The world’s most sustainable office building” - based on its BREEAM rating



Absolute claim > strong substantiation



Sustainable technologies + BREEAM certificate
(98.36%)



Accepted as it was clearly tied to
BREEAM-rating and adequately evidenced



Ambitions pass if you show your homework

- General ambition claim by the Industry: **Working together towards a sustainable and clean manufacturing industry**
- Purpose: clear policies from government
- Specific target: “55% CO₂-reduction in 2030 (government goal)” and “concrete plans and sources”
- Future ambition
 - No absolute claims (context and ambition)
 - Sufficient concrete examples of projects



#WijMakenHetGroen | Samen naar een duurzame en schone maakindustrie



Beste lezer,

De komende jaren zijn cruciaal om onze aarde leefbaar te houden. Daarom zijn wij, bedrijven die veel CO₂ uitstoten, hard bezig om drastisch te vergroenen. Zo nemen wij onze verantwoordelijkheid en kunnen we als land uitgroeien tot groene koploper met een innovatieve maakindustrie als motor van onze economie.

* Namens o.a. Koninklijke Nederlandse Bouwkeramiek (KNB), Vereniging van Nederlandse Glasfabrikanten (VNG), Koninklijke Vereniging van Nederlandse Papier- en Kartonfabrieken (VNP), Zeeland Refinery, Yara Sluiskil, Vereniging van Nederlandse Fabrikanten van Eetbare Oliën en Vetten (VERNOF), Vereniging voor Energie, Milieu en Water (VEMW), Vereniging Energie voor Mobiliteit en Industrie (VEMOBIN), Vereniging FME, Vereniging Afvalbedrijven, Utility Support Group, Trinseo Netherlands, Tata Steel Nederland, Synthomer, Shell Nederland, SABIC Europe, Organik Kimya Netherlands O-I Manufacturing Netherlands, OCI Nitrogen, Nederlandse Zuivel Organisatie (NZO), Nyrstar Budel, Nouryon Specialty Chemicals, Nobian Industrial Chemicals, Nederlandse Vereniging Frisdranken, Waters, Sappen (FWS), Nederlandse Brouwers, Metaal Nederland, LyondellBasell, Koninklijke Vereniging van de Nederlandse Chemische Industrie (VNCI), Vereniging van Waterbouwers, Hycc, Federatie Nederlandse Levensmiddelen Industrie (FNLI), ESD-SIC, Dow Benelux, Cosun Beet Company, BP Europe, BASF Nederland, Air Products Nederland, Air Liquide Nederland en VNO-NCW. **Zie voor meer informatie over ons en wat wij doen om te vergroenen:** www.industrieanbodaannederland.nl





FOCUS on the UK REGULATIONS, EXAMPLES, ENVIRONMENTAL CLAIMS

Esme Saynor



Overview of legal action current key trends

ASA and CMA and FCA as primary enforcement bodies

Complaints-led enforcement, but increasingly proactive through intelligence gathering rather than relying solely on consumer complaints. '*Active Ad Monitoring*' system incorporates AI flagging of compliance issues and already flags more than 100,000 ads a month. However, cases are few and far between.

Unsubstantiated claims

- A recurring theme is that companies have been found to have greenwashed not because their claims were fabricated, but because they were insufficiently substantiated in the marketing material itself.
- In the case of Lacoste, Nike and Superdry, the ASA cited specific CMA guidance on greenwashing relating to the sector. This meant that despite the companies' argument that the claims were backed up by evidence, they had still greenwashed because this evidence was not readily available.
- Risk v reward assessment.



Digital Markets, Competition and Consumer Act 2024 “DMCCA”

The **DMCCA** has strengthened the CMA's enforcement toolkit more broadly in relation to consumer protection, including direct enforcement powers that could be deployed against greenwashing. This Act modernises the UK's consumer protection regime and gives the CMA the ability to impose fines directly, rather than having to pursue court action in every case.

Key Differences to EmpCo

- ➔ The Empowering Consumers Directive introduces specific prohibitions (e.g., against generic environmental claims without substantiation, displaying sustainability labels not based on certification schemes, and making durability claims without evidence), whereas the UK currently relies on broader principles-based guidance and existing unfair trading rules.
- ➔ The UK has not, as of April 2026, introduced legislation that mirrors the specific prescriptive requirements of the EU directive.
- ➔ In short, whilst there is no direct UK equivalent of the Empowering Consumers Directive, the combination of the Green Claims Code, the CPRs, and the enhanced enforcement powers under the DMCCA provides a broadly analogous — though structurally different — framework for tackling greenwashing and misleading environmental claims.



Ads for electric vehicles: legal or e-legal?

Key example: A paid-for Meta ad for Mazda featured an image of the Mazda2 Hybrid car, text stated “The Mazda2 Hybrid combines the power of a petrol engine and the efficiency of a battery-powered electric motor. Exciting, efficient and sustainable”.



Hybrid car case study: Mazda Motors UK Ltd

E-scooters case study: TIER Operations Ltd



Any such claims must follow **the rules on environmental claims**



The basis of any environmental claims must be clear, and absolute claims will need to be supported with the highest level of evidence. Ads should not suggest an e-bike or e-scooter does not cause any environmental damage. Must take into account the entire lifecycle.



Can AI help fix the climate?

Definition of Green Claims: claims suggesting a product, service, process, brand or business is better for the environment. Examples include suggesting or creating the impression that a product or service has a positive or no impact on the environment, is less damaging than a previous version of the same good or service or is less damaging to the environment than competing goods or services.



Recent report (February 2026) assessed 154 statements of tech industry on the impact of AI on the climate.



The research, commissioned by nonprofits found popular AI tools did not lead to a “material, verifiable, and substantial” reduction in planet-heat emissions.



Focus on data center emissions. This is press and commentary currently for example *The Guardian* reporting. Regulatory challenges around measuring emissions for example. Potential to tackle carbon emission reporting.



Repairability v repaired – hints and tips

Key compliance points

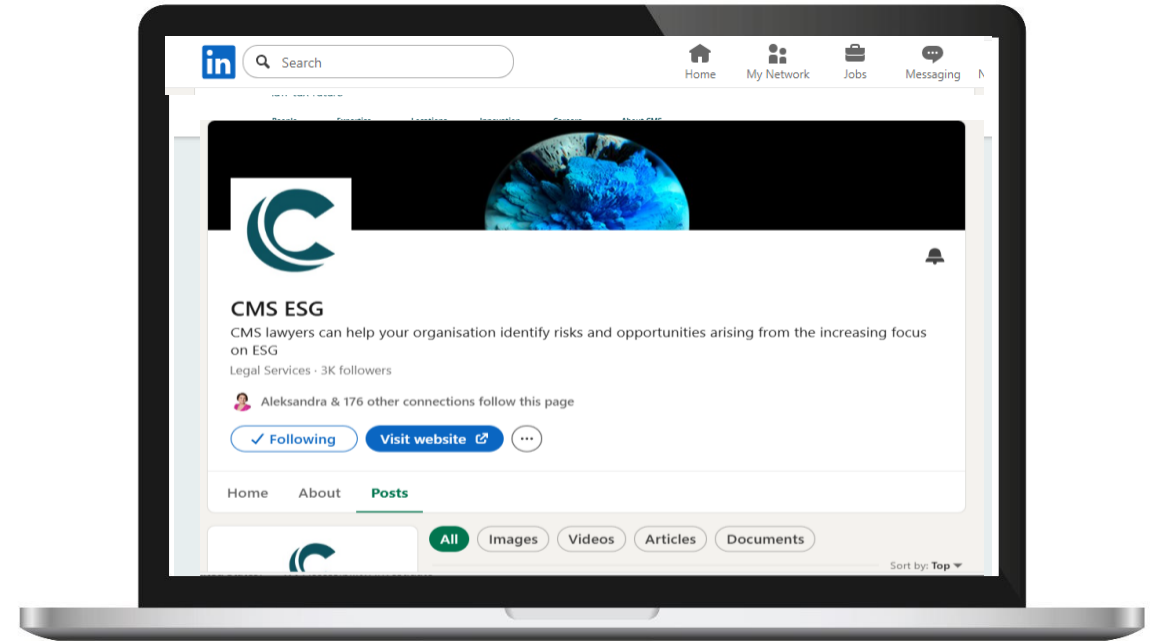
- Avoid vague or absolute claims such as “designed to repair”, or “built to last” unless these are clearly defined and supported
- Evidence could include for example independent repairability scores, testing, or established repair infrastructure
- Is it a refurbished device?
- Disclose key limitations where relevant, including:
 - Spare parts availability
 - Access to repair manuals
 - Use of proprietary tools
 - Warranty restrictions
- Energy efficiency claims are subject to consumer protection in general, and can be covered by ecodesign rules also – always check regulatory boundaries





Green claims in focus – visit our website to see other sector-focused sessions

Keep up-to-date with us!



Follow our LinkedIn [CMS ESG](#) profile



CMS Legal Updates subscription service

Sign up now for the free online email alert service delivering commentary, analyses and insights from CMS experts on the legal issues affecting your business, directly to your inbox.

[cms.law/subscription](https://www.cms.law/subscription)

The information held in this publication is for general purposes and guidance only and does not purport to constitute legal or professional advice.

CMS is an international organisation of independent law firms (“CMS Member Firms”). CMS LTF Limited (CMS LTF) is a company limited by guarantee incorporated in England & Wales (no. 15367752) whose registered office is at Cannon Place, 78 Cannon Street, London EC4N 6AF United Kingdom. CMS LTF coordinates the CMS Member Firms. CMS LTF provides no client services. Such services are solely provided by CMS LTF’s CMS Member Firms in their respective jurisdictions. CMS LTF and each of its CMS Member Firms are separate and legally distinct entities, and no such entity has any authority to bind any other. CMS LTF and each CMS Member Firm are liable only for their own acts or omissions and not those of each other. The brand name “CMS” and the term “firm” are used to refer to some or all of the CMS Member Firms or their offices; details can be found under “legal information” in the footer of [cms.law](https://www.cms.law).

CMS locations:

Aberdeen, Abu Dhabi, Amsterdam, Antwerp, Barcelona, Beijing, Belgrade, Bengaluru, Bergen, Berlin, Bogotá, Bratislava, Brisbane, Bristol, Brussels, Bucharest, Budapest, Casablanca, Chennai, Cologne, Dubai, Dublin, Duesseldorf, Ebene, Edinburgh, Frankfurt, Funchal, Geneva, Glasgow, Gothenburg, Gurugram, Hamburg, Hong Kong, Hyderabad, Istanbul, Johannesburg, Kyiv, Leipzig, Lima, Lisbon, Liverpool, Ljubljana, London, Luanda, Luxembourg, Lyon, Madrid, Manchester, Maputo, Mexico City, Milan, Mombasa, Monaco, Mumbai, Munich, Muscat, Nairobi, New Delhi, Oslo, Paris, Podgorica, Poznan, Prague, Reading, Rio de Janeiro, Riyadh, Rome, Santiago de Chile, São Paulo, Sarajevo, Shanghai, Sheffield, Silicon Valley, Singapore, Skopje, Sofia, Stavanger, Stockholm, Strasbourg, Stuttgart, Sydney, Tel Aviv, Tirana, Vienna, Warsaw, Zagreb and Zurich.

Further information can be found at **[cms.law](https://www.cms.law)**