
ORIGINAL RESEARCH PAPER or REVIEW PAPER

**The right to repair in contracts for the sale of goods:
the regime of professionals' obligations under the law of the Republic of Moldova and
the European Union**

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Abstract

This article examines the right to repair in contracts for the sale of goods from the perspective of the legal regime governing professionals' obligations, through a comparative analysis of European Union law and the legislation of the Republic of Moldova. The study highlights the evolution of repair from a traditional contractual remedy, dependent on the legal guarantee of conformity, into a legal instrument with broader functions, situated at the intersection of consumer protection and sustainability policies. Based on an analysis of the relevant provisions of the Civil Code of the Republic of Moldova, Law No. 105/2003 on consumer protection, and Law No. 209/2016 on waste, the article identifies the fragmented nature of the national legal framework: the right to repair remains largely confined to the guarantee period and does not establish clear positive obligations for producers, such as the availability of spare parts, access to technical documentation, or diagnostic information. By contrast, European standards derived from Directive (EU) 2019/771, the legislative proposal COM(2023) 155, and Regulation (EU) 2024/1781 outline extended obligations for sellers and producers, including in the post-guarantee phase, in order to support the transition to a circular economy. Finally, the article proposes several reform directions for the Republic of Moldova, including the autonomous recognition of the right to repair, the strengthening of professionals' obligations, and the integration of repair into environmental policies, with a view to ensuring effective consumer protection and achieving alignment with the EU acquis.

Keywords: consumer law; right to repair; circular economy; extended producer responsibility; environmental protection; reparability; legal guarantee of conformity

Introduction

The right to repair has evolved in contemporary law from a simple contractual remedy into a genuine public policy instrument with multiple legal functions, namely consumer protection, the promotion of sustainability, and environmental protection. This evolution reflects the growing recognition that the exercise of the right to repair is not merely a matter of individual economic interest, but an essential component of the global strategy to combat

pollution, reduce waste, and facilitate the transition to a circular economy, as regulated and promoted at the level of the European Union.

The expansion of markets for electronic goods, the digitalisation of products, the integration of software components, and increasing technical complexity have transformed repair from a purely practical option into a prerequisite for the effective exercise of ownership rights over goods. Paradoxically, although consumers acquire ownership of products, they may be prevented from maintaining them due to restricted access to spare parts, technological constraints, software locks, or commercial practices that favour replacement over repair. This reality has prompted a reorientation of legal discourse: repair is no longer viewed solely as a remedial response to non-conformity but rather as a mechanism to prevent the premature loss of a product's utility and to limit consumer dependence on exclusive service networks.

At the same time, the right to repair has acquired an increasingly pronounced public dimension. The growing volume of waste, particularly that generated by electrical and electronic equipment, has highlighted that individual consumption choices have significant collective effects. Each product discarded before the end of its reasonable lifespan entails additional consumption of resources, energy, and raw materials, as well as social costs related to collection, treatment, and pollution. In this context, repair emerges as a key instrument for extending the lifespan of goods and, consequently, for reducing environmental pressure.

Materials and methods

This study is based on a qualitative doctrinal and normative analysis of the right to repair in contracts for the sale of goods, with a particular focus on the legal regime governing professionals' obligations under European Union law and the law of the Republic of Moldova. The research relies on the examination of relevant legislation, the case law of the Court of Justice of the European Union, and specialized legal literature.

The materials analysed include European legal instruments (directives, regulations, and legislative proposals), national legislation of the Republic of Moldova, relevant judgments of the Court of Justice of the European Union, as well as peer-reviewed scientific articles and doctrinal studies published between 2019 and 2025. The sources were identified through searches of major international legal and academic databases, including EUR-Lex, HeinOnline, Google Scholar, SpringerLink, and Scopus.

The selection of materials was carried out using relevant keywords ("right to repair", "contracts for the sale of goods", "legal guarantee of conformity", "professionals' obligations", "circular economy", "extended producer responsibility"). The inclusion criteria focused on thematic relevance, the currency of the legal framework, and the rigor of the legal analysis. Sources lacking a clear normative basis or relevance to the subject of the research were excluded.

The analysis was conducted using a comparative and systematic approach to identify convergences and divergences between the regulatory frameworks of the European Union and the Republic of Moldova, and to highlight normative gaps and prospects for legislative harmonisation.

Results and discussion

From a legal perspective, the right to repair is defined indirectly in European legislation, in particular through Directive (EU) 2019/771 on certain aspects concerning contracts for the sale of goods, which, under Article 13(2), establishes repair as the primary remedy available to the consumer in cases of lack of conformity, to be preferred over replacement or termination of the contract (Directive (EU) 2019/771, 2019, Art. 13(2)).

In addition, the Proposal for a Directive COM(2023) 155 on promoting the repair of goods introduces, for the first time in an explicit manner, an autonomous legal regime governing the post-guarantee right to repair, defining it as an obligation incumbent upon the producer to restore the goods to a condition fit for use even after the expiry of the legal guarantee (COM(2023) 155). In this context, producers are required not only to provide repair services, but also to ensure the continuous availability of spare parts, access to technical manuals, electrical schematics, diagnostic software, and other essential resources, in an open and accessible format for both independent repair workshops and individual consumers. This approach goes beyond the traditional framework of contractual guarantees and transforms repair into a legal obligation of general interest, deriving simultaneously from consumer law and environmental law.

Moreover, this obligation aligns with the objectives of the Circular Economy Action Plan, which provides that, by 2030, all products placed on the internal market should comply with high standards of durability, reparability, and recyclability (European Commission, 2020). This normative framework is further complemented by the dimension of fundamental rights. Article 46 of the Constitution of the Republic of Moldova guarantees the right to private property, which implicitly entails the possibility of maintaining and repairing goods belonging to the consumer's assets (Constitution of the Republic of Moldova, 1994). At the European level, Article 37 of the Charter of Fundamental Rights of the European Union enshrines the obligation of the Member States to integrate environmental protection requirements into all Union policies (Charter of Fundamental Rights of the EU, 2016).

Repair therefore constitutes a primary legal remedy, enforceable not only against the seller but, pursuant to recent European legislative proposals, also against the producer, and may be invoked whenever goods present manufacturing defects, functional deficiencies, or deviations from the contractually guaranteed quality. Beyond the synallagmatic contractual relationship, the right to repair acquires features of public policy, as it is closely linked to the positive obligations of states to protect the environment, as laid down in Articles 11 and 191 TFEU (TFEU, 2016), as well as to principles of international law, including Principle 10 of the Rio Declaration on Environment and Development (Rio Declaration, 1992). By extending the useful life of products, repair directly contributes to reducing the consumption of natural resources, limiting waste generation, and mitigating polluting emissions, thereby fully integrating with the logic of the circular economy.

While in the European Union the right to repair is gradually taking shape as an instrument with *erga omnes* effects and a public-law foundation, in the Republic of Moldova it remains a fragmented legal mechanism, limited to traditional contractual remedies (Directive (EU) 2019/771, 2019; COM(2023) 155).

Accordingly, the right to repair is not recognised as an autonomous legal institution under the legislation of the Republic of Moldova. The existing regulations are fragmented and confined to the classical contractual framework. The Civil Code of the Republic of Moldova establishes the seller's obligation to deliver goods in conformity with the contract, while Articles 901–908 and 1118, as well as Articles 1123–1130, set out the remedies available in cases of lack of conformity, namely repair or replacement of the goods, an appropriate price

reduction, or termination of the contract (Civil Code of the Republic of Moldova, 2002). However, these provisions operate exclusively within the legal guarantee period and do not create a distinct legal regime of repair as an independent right.

In parallel, Law No. 105/2003 on consumer protection, under Article 18(1)(a), reiterates the same approach by recognising the consumer's right to request, free of charge, that the product be "brought into conformity with the requirements of the contract" (Law No. 105/2003). While this regulation confirms the applicability of repair as a remedy, its limits mirror those of the Civil Code, insofar as the right may be exercised only during the guarantee period and does not establish additional positive obligations for producers, such as the availability of spare parts, access to technical documentation, or the prohibition of planned obsolescence.

Thus, at the normative level, repair in the Republic of Moldova is not elevated to the status of an autonomous legal institution, but remains embedded within the sphere of the law of obligations, being regarded as a natural consequence of the legal guarantee of conformity (Law No. 105/2003). This qualification has significant legal consequences: unlike institutions of public order, repair does not benefit from an imperative legal regime, which means that its effectiveness is limited to the contractual framework agreed upon by the parties. Moreover, the absence of explicit provisions conferring upon repair a function of general interest results in predominantly dispositive rules, susceptible to derogation through standardised contractual arrangements, thereby diminishing the level of effective consumer protection (Pascal, 2025).

Furthermore, by treating repair merely as a contractual remedy, the Moldovan legislator has failed to confer upon it the value of a preventive regulatory instrument capable of discouraging commercial practices aimed at planned obsolescence or at refusing to provide spare parts and technical information. From a legal standpoint, this omission is tantamount to the absence of rules of economic public order designed to limit professionals' freedom of will in favour of a superior interest, namely, consumer protection and the equitable functioning of the market (Law No. 105/2003; Law No. 209/2016).

This minimalist approach also raises a problem of legislative coherence: on the one hand, national legislation enshrines the principles of good faith and contractual balance, while on the other hand, it fails to confer on repair a legal status capable of translating these principles into practice. Consequently, although the right to repair should operate as a limitation on the autonomy of will in favour of the consumer, in reality it is reduced to a mere instrument for the performance of contractual obligations, devoid of any public-order dimension (Civil Code of the Republic of Moldova, 2002).

With regard to the consumer protection dimension, Law No. 105/2003 on consumer protection provides additional clarifications in comparison with the Civil Code of the Republic of Moldova, particularly through Article 20, which regulates in detail the consumer's rights in cases of lack of conformity (Law No. 105/2003). The provision establishes a hierarchy of actions available to the consumer: first, the consumer is entitled to request repair or replacement of the product, free of charge and without significant inconvenience. Only where these remedies are impossible or disproportionate may the consumer proceed to request a price reduction or termination of the contract. The law further specifies the elements covered by the notion of "free of charge", including transport, diagnostic, installation and removal costs, as well as the seller's obligation to provide written proof of receipt of the product for repair (Law No. 105/2003, Art. 20).

Nevertheless, the law also sets out limitations on the applicability of repair as a remedy, thereby configuring a complex legal framework. First, repair is excluded where it is materially impossible, namely where the seller lacks the spare parts, equipment or technology necessary to carry out the intervention. In such cases, the seller is released from the obligation to restore the product to conformity through repair, without being relieved of the duty to offer alternative remedies to the consumer (Law No. 105/2003).

Second, repair may be refused where it is classified as a disproportionate measure, pursuant to Article 20(5) and (7) of Law No. 105/2003 (Law No. 105/2003, Art. 20(5) and (7)). Disproportionality is assessed by reference to several statutory criteria, including the value the goods would have had in the absence of non-conformity, the significance of the defect for the product's functionality, the possibility of providing an alternative remedy without significant inconvenience for the consumer, and the recurrence of the same defect following a previous repair. Accordingly, where repair entails excessive costs in comparison with replacement, the seller is entitled to opt for the latter remedy (Law No. 105/2003).

Another expressly regulated situation concerns the recurrence of non-conformity. Where, after an initial repair, the defect reappears repeatedly, the law does not oblige the seller to continue the repair process, and the consumer is entitled to request either replacement of the product or termination of the contract, with reimbursement of the price paid (Law No. 105/2003). This solution aims to protect consumers against the practice of repeated and ineffective repairs, which could otherwise transform the legal obligation into a purely formal mechanism devoid of practical effect.

Finally, the law establishes a derogatory regime for second-hand goods, in respect of which the consumer may not request replacement, but only repair or an appropriate price reduction. This limitation, justified by the specific nature of used goods, nevertheless reduces the level of protection in comparison with that afforded to new products (Law No. 105/2003).

The legal regime governing repair is further detailed through the imposition of strict time limits for bringing goods into conformity. Pursuant to Article 20(8), repair must be carried out within a maximum period of 14 calendar days from the date on which the product is handed over to the seller or to a person designated by the latter, with the possibility of extending this period by an additional 14 days only with the consumer's consent and solely where the nature of the product requires the import of spare parts or similar products (Law No. 105/2003, Art. 20(8)). Failure to comply with this time limit constitutes grounds for the application of alternative remedies, such as a price reduction or termination of the contract. In this regard, the Court of Justice of the European Union has emphasised that remedies must be effective and prompt in order for consumer protection not to be illusory (*C-404/06, Quelle AG*, 2008). In the same vein, the Court held that repair must restore functionality within a reasonable time and without major inconvenience for the consumer (*C-52/18, Deutsche Telekom AG*, 2019).

In addition, the law imposes the obligation that any repair be carried out using new parts only, as provided under Article 20(9) of Law No. 105/2003, thereby excluding the use of second-hand or reconditioned components (Law No. 105/2003, Art. 20(9)). While this provision constitutes a guarantee of the quality and durability of the remedy, it also produces a collateral effect, as it may increase the seller's costs and reduce incentives to promote repair instead of replacement.

Furthermore, where repair or replacement requires the removal of installed goods, the law expressly provides that the obligation to remedy the lack of conformity includes the costs of removal and reinstallation, thereby reinforcing the effective nature of the consumer's right

(Law No. 105/2003, Art. 20(10)). In support of transparency, Article 20(11) of the same law establishes the seller's obligation to provide the consumer with written proof of receipt of the product, indicating the time limit for resolution and the identifying elements of the goods (Law No. 105/2003, Art. 20(11)).

Beyond these guarantees, the law grants consumers alternative remedies where repair is not possible or is not carried out within the prescribed time limit. The consumer may request an appropriate price reduction or termination of the contract, with full reimbursement of the amount paid, without being required to prove additional damage (Law No. 105/2003). Accordingly, the normative framework establishes a genuine hierarchy of remedies, structured as follows:

- (a) repair of the product – as the primary and preferred remedy, provided that it is technically feasible, economically proportionate, and practically effective;
- (b) replacement of the product – applicable where repair is impossible or inadequate;
- (c) an appropriate price reduction – where neither repair nor replacement can be carried out effectively;
- (d) termination of the contract – as the ultimate remedy, involving full reimbursement of the price paid by the consumer.

By comparison with the European regime, it may be observed that the national legislation of the Republic of Moldova frames the right to repair as a subordinate contractual remedy, which may be refused by the seller in multiple situations. At the level of the European Union, Directive (EU) 2019/771 establishes repair as the primary mandatory remedy, to be preferred over replacement or termination of the contract, limiting refusal solely to cases where repair is impossible or disproportionate (Directive (EU) 2019/771, 2019, Art. 13(2)).

However, in the joined cases C-65/09 and C-87/09, *Weber and Putz*, the Court of Justice of the European Union held that disproportionality cannot be interpreted broadly and that the consumer's right must be protected even where repair costs are high, if the alternative would deprive the consumer of the substantial benefit of the contract (C-65/09 and C-87/09, *Weber and Putz*, 2011).

In Moldovan law, by contrast, the criteria of disproportionality set out in Article 20(5) and (7) of Law No. 105/2003 are formulated more broadly, granting the seller an extended margin of discretion to refuse repair. Thus, the mere finding of "unreasonable costs" or a low value of the product may justify refusal (Law No. 105/2003, Art. 20(5) and (7)). This normative divergence reveals that, in practice, consumers in the Republic of Moldova benefit from fewer effective guarantees for exercising the right to repair than consumers in the European Union.

Accordingly, while consumer protection legislation confines repair to the contractual framework and to the duration of the legal guarantee, waste management legislation confirms even more clearly the absence of a preventive vision. Law No. 209/2016 on waste enshrines the principle of extended producer responsibility (EPR), but exclusively as a reactive, post-consumption mechanism, without any connection to eco-design or access to repair (Law No. 209/2016).

Through Law No. 209/2016, the Republic of Moldova introduced, for the first time, the principle of extended producer responsibility. Pursuant to Article 12(2), this principle applies in particular to waste streams arising from electrical and electronic equipment, batteries, accumulators, and end-of-life vehicles, establishing the obligation of producers and importers to organise and finance the collection, treatment, recycling, and recovery of such products once they become waste (Law No. 209/2016, Art. 12(2)).

Nevertheless, the manner in which EPR is configured in national legislation reflects a predominantly reactive approach focused on the post-consumption stage. Producers and importers are required to bear the costs of waste management only after the product has completed its life cycle, without any clear legal obligations aimed at preventing waste generation through the design of durable and repairable products (Law No. 209/2016). Consequently, EPR operates as a mechanism for “end-of-life management”, lacking the preventive component associated with eco-design and reparability.

This gap places the Republic of Moldova at a disadvantage in comparison with the European regime. In the European Union, EPR has evolved into an integrated instrument of the circular economy, and Regulation (EU) 2024/1781 expressly establishes producers’ obligations to design products that are durable, repairable, and recyclable, including requirements concerning the availability of spare parts and access to technical information for independent repairers (Regulation (EU) 2024/1781).

By contrast, in Moldovan law there is no normative link between environmental legislation and consumer protection law. Law No. 209/2016 regulates EPR solely from the perspective of waste management, while Law No. 105/2003 limits repair to the guarantee period. This legislative fragmentation generates a dual vulnerability: consumers are deprived of an effective right to repair after the expiry of the guarantee, and the state lacks an adequate legal framework for preventing waste generation through the extension of product lifespans (Law No. 105/2003; Law No. 209/2016).

Conclusions

Situated at the intersection of consumer law and environmental law, the right to repair in the Republic of Moldova lacks genuine integration capable of conferring effective practical impact. The absence of a functional connection between consumer protection policy and the principles of the circular economy perpetuates a minimalist, reactive regulatory model focused exclusively on the post-consumption stage. Consequently, although formally recognised within the framework of legal guarantees, the right to repair does not operate as a public policy instrument and fails to ensure either effective consumer protection or the sustainability objectives assumed at the European level.

Pursuant to the Association Agreement between the Republic of Moldova and the European Union, ratified by Law No. 112 of 2 July 2014, the Republic of Moldova has committed itself to a gradual process of approximation of its domestic legislation to the EU *acquis*, including in the fields of consumer law, environmental protection, and product policy (Law No. 112/2014). Chapter 15 of the Association Agreement, entitled “Consumer Protection”, enshrines the State’s positive obligation to transpose and implement European standards on legal guarantees of conformity and product reparability, as well as to ensure a high level of consumer protection through the prevention of misleading or unfair commercial practices (Law No. 112/2014).

Within the context of this transposition obligation, the Republic of Moldova is required to integrate into its domestic legal order the provisions of Directive (EU) 2019/771, as well as those contained in the legislative proposal COM(2023) 155, currently at an advanced stage of adoption. Both instruments establish the European legal framework governing the consumer’s right to repair, applicable both during the legal guarantee period and beyond, with the aim of strengthening the circular economy and ensuring a high level of environmental protection.

Accordingly, in order to align the national legal framework with European standards, ensure a high level of consumer protection, and achieve a genuine transition towards a circular economy, the adoption of the following legislative and institutional measures is required:

1) Strengthening the primary normative framework

The explicit establishment of the right to repair as an autonomous legal institution, distinct from the traditional regime of the legal guarantee of conformity, is necessary through the revision of the relevant provisions of the Civil Code of the Republic of Moldova and Law No. 105/2003 on consumer protection. This right should be configured not merely as a contractual remedy, but as a public-order subjective right, enforceable against both sellers and producers, including beyond the legal guarantee period.

2) Imposing positive obligations on producers

Legislation should imperatively provide for producers' obligations to ensure, for a minimum period of seven years from the placing of the product on the market:

- (a) the availability of spare parts;
- (b) free access to technical documentation, electrical schematics, and diagnostic software;
- (c) the provision of repair services under fair, non-discriminatory, and transparent conditions.

At the same time, the explicit prohibition of design practices aimed at planned obsolescence or the artificial limitation of product lifespans should be introduced.

3) Regulating the market for reconditioned, compatible, and recovered spare parts

In order to ensure legal certainty and consumer protection, the establishment of a specific legal regime governing the marketing of alternative spare parts is recommended, including:

- (a) minimum quality and safety standards;
- (b) traceability requirements;
- (c) clarification of the applicable guaranteed regime.

Such regulation would expand access to repair services and reduce exclusive dependence on authorised service networks.

4) Introducing a reparability information mechanism

It is proposed to introduce a legal obligation requiring producers and distributors to display, at the time of marketing, a reparability index expressed through a unified rating system reflecting:

- (a) the availability of spare parts;
- (b) the accessibility of technical documentation;
- (c) the ease of disassembly and replacement operations.

Moreover, in accordance with the principle of *approximation of laws*, transposition must not be merely formal or declaratory, but must lead to genuine functional equivalence between the rights enjoyed by Moldovan consumers and those guaranteed in the Member States of the European Union (Law No. 112/2014). This entails not only technical harmonisation, but also substantive alignment with the fundamental principles of European law, namely proportionality, legal certainty, effective protection, and the prevention of contractual abuses.

More broadly, this legislative reform represents not only an international obligation, but also a strategic opportunity for the Republic of Moldova to reconfigure its consumer protection and environmental policies within an integrated, sustainable, and forward-looking vision. The coherent integration of the right to repair into the national legal system would not only strengthen consumer confidence in the market, but would also stimulate ecological innovation, support the local economy, and reduce pressure on natural resources.

Thus, beyond formal compliance with the EU *acquis*, the Republic of Moldova has the opportunity to become a regional example in promoting a functional and equitable circular economy in which consumer rights and environmental imperatives mutually reinforce one another.

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