

Austria starts into October with new rules on Commercial Guarantees and Online Right of Withdrawal

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Background



In the aftermath of the EU actions on sustainable and well-informed consumer decisions, longevity of goods, repairability and environmental protection, new rules regarding Commercial Guarantees and the Right of Withdrawal enter into force. For all online shops, the EU GARAN seal and the WITHDRAWAL button require attention.

Commercial Guarantees

What to know

Growing consumer awareness of environmental protection, product longevity, and waste reduction has highlighted the benefits of longer commercial guarantees. To prevent consumers from being misled about the terms of legal guarantees and additional commercial guarantees of durability, a new harmonized notice and label for product guarantees must be used from September 27, 2026.

What to do

Distributors must use the Harmonized Notice on Legal Guarantee (*). Place the harmonized notice on the existence and the content of the legal guarantee, with its minimum duration of 2 years on the website, in a prominent manner, using the harmonized notice form (in German language)

Distributors must use the Harmonized GARAN Label Commercial Guarantee of Durability. They shall place the

- harmonized label about a commercial guarantee of durability, completed with the individual information about the duration, name of manufacturer and model identifier of the product on the website.
- It must be visible at the product itself and also
- in the order overview, before the consumer finally confirms the order.

Online Right of Withdrawal

What to know

The new rules provide for a Right of Withdrawal for consumer contracts concluded after September 30, 2026. The law applies to any kind of web-shop, platforms, apps, in game – purchase or the like. As a principle, any withdrawal must be as easy as the conclusion of the contract. There shall be no penalty nor justification for consumers who want to withdraw from the contract Austria should have implemented the rules already by the end of 2025. Anyhow, they now come together with a bundle of consumer protection rules, which affect distribution and in particular online sales.



What to do

Distributors have to make sure their web shop provides for the withdrawal button and the words (in German) “Withdraw Contract” or a corresponding, unambiguous wording. It shall provide for a

- **Withdrawal Button**, which is
- **Clearly visible and easily accessible** to the consumer and
- **Accessible during the entire withdrawal period.**

The declaration must contain the name of the consumer and the contact details as well as the relevant contract. Following the withdrawal the consumer shall receive confirmation without delay, containing also date and time of the declaration of withdrawal.

RISK



Non-compliance can result in legal action under the Unfair Competition Code. Consumer protection associations, which are entitled to file a complaint, are quite aware of these new rules. However, such unpleasant consequences can be avoided.

(*)Harmonized Notice on Legal Guarantee

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