Country Reports

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The Implementation of the EU Directives 2019/770 and 2019/771 in Portugal

I. Introduction

In Portugal, the long-awaited implementation of the EU Directives 2019/770[1] and 2019/771[2/3] finally saw the light of day with Decree-Law no. 84/2021, of 18 October 2021[4]. As expected, considering the previously presented draft (DL 1049/XXII/2021, of 1 July 2021), the transposition of both directives was done in a single legal regime. It also transposes Articles 18 and 20 of Directive 2011/83/EU on delivery and the passing of risk.

The Decree-Law also regulates some matters which did not result from the directives, such as the sales of immovable property, the direct liability of the producer or the liability of online marketplace providers.

The statement in Article 1-1-a) that it strengthens consumer rights is questionable. The legal regime is more protective of the consumer in some respects, but less so in others. In an overview, the statute is fundamentally less clear and rigorous than its predecessor[5], which in many cases imposes a more demanding task of interpretation.

This text is intended for those who are not familiar with Portuguese law, but who know the directives and the problems they raise. We begin with a guided tour of Decree-Law 84/2021, which allows for an understanding of its systematic organisation and to frame the issues included in the regime. We then move on to an analysis of the aspects in which the Portuguese law establishes different rules in comparison with the directives. The main new features relate to the liability of the trader and the burden of proof, the after-sales service and parts availability, the direct liability of the producer and the contractual role of online platforms.

II. Guided Tour of Decree-Law 84/2021

The Decree-Law has five chapters: (i) general provisions; (ii) legal regime applicable to the sale of consumer goods; (iii) legal regime applicable to the supply of digital content and digital services; (iv) common provisions; (v) complementary and final provisions.

The first contains general provisions, part of which essentially defines the scope of the two following chapters.

The second chapter deals with the sale of tangible goods, transposing in essence the Directive 2019/771. It is divided into three sections, the first dealing with subjective and objective conformity requirements, the second with the liability of the trader, time limits, burden of proof and remedies, and the third with immovable property.

In the section dedicated to the conformity requirements, the topics of delivery and the passing of risk (provided for in Directive 2011/83/EU and previously included in Articles 9B and 9C of the Consumer Protection Act, repealed by the Decree-Law 84/2021) are also regulated. Admitting the adequacy of a solution that includes in the same legal regime the obligation of delivery and the obligation of conformity, the legislative technique is quite unfortunate. In fact, Article 11, which is entitled "delivery of the goods to the consumer" and deals jointly with delivery and the passing of risk, is, as noted, included in a section entitled "objective and subjective requirements of conformity". This provision comes after those that deal with conformity requirements, a problem that logically follows delivery.

The second section of the chapter brings together a series of diverse and hardly groupable topics, as is evident from the length of the title, with succession of topics.

The third section deals with the obligation of conformity for immovable property. It is not known why it was decided to have a different legal regime for movable and immovable goods. The provisions of Decree-Law 67/2003, which previously regulated the sale of consumer goods and did not distinguish between movable and immovable goods, were essentially maintained. It cannot be said that this regime is more suitable for immovable goods, since Decree-Law 67/

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1 Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the supply of digital content and digital services.

2 Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC.

3 On the impact of the Directives in Portuguese law, before the transposition, see Jorge Morais Carvalho, *Manual de Direito do Consumo* (7th edn, Almedina 2020) 364; Jorge Morais Carvalho, "Venda de Bens de Consumo e Fornecimento de Conteúdos e Serviços Digitais – As Diretivas 2019/771 e 2019/770 e o seu Impacto no Direito Português" (2019) 3 Revista Electrónica de Direito 63; Jorge Morais Carvalho & Martim Farinha, "Goods with Digital Elements, Digital Content and Digital Services in Directives 2019/770 and 2019/771" (2020) 2 Revista de Direito e Tecnologia 257; Nuno Manuel Pinto Oliveira, "O Direito Europeu da Compra e Venda 20 Anos Depois – Comparação entre a Directiva 1999/44/CE, de 25 de Maio de 1999, e a Directiva 2019/771/UE, de 20 de Maio de 2019" (2020) Revista de Direito Comercial 1217; Paulo Mota Pinto, "Venda de bens de consumo – apontamento sobre a transposição da Diretiva (UE) 2019/771 e o Direito Português" (2021) 17 Estudos de Direito do Consumidor 511; Alexandre L. Dias Pereira, "Os direitos do consumidor de conteúdos e serviços digitais segundo a Diretiva 2019/770" (2020) 1 Revista Electrónica de Direito 135; Alexandre L. Dias Pereira, "Contratos de fornecimento de conteúdos e serviços digitais" (2019) 15 Estudos de Direito do Consumidor 9; Mafalda Miranda Barbosa, "O Futuro da Compra e Venda (de Coisas Defeituosas)" (2019) 79 Revista da Ordem dos Advogados 723.

4 Jorge Morais Carvalho, *Compra e Venda e Fornecimento de Conteúdos e Serviços Digitais – Anotação ao Decreto-Lei n.º 84/2021, de 18 de Outubro* (Almedina 2022); Sandra Passinhas, "O novo regime da compra e venda de bens de consumo – exegese do novo regime legal" (2021) Revista de Direito Comercial 1463; Paulo Duarte, "O novo regime da compra e venda de bens de consumo: (apenas) algumas (das) diferenças entre a lei antiga e a lei nova" (2021) 222 Vida Judiciária 34; Jorge Morais Carvalho, "Compra e venda para consumo e fornecimento de conteúdos e serviços digitais" (Observatório Almedina, 2 November 2021) <https://bit.ly/3pPXwWX> accessed 12 December 2021.

5 Decree-Law no. 67/2003, of 8 April 2003, amended by Decree-Law no. 84/2008, of 21 May 2008, and Decree-Law no. 9/2021, of 29 January 2021, and repealed by Decree-Law 84/2021.

2003 resulted from the transposition of an EU directive that only applied to movable goods (Directive 1999/44/EC[6]). The solution is not logical. On the one hand, the conformity criteria are now less demanding for immovables than for movables. Secondly, there is still no hierarchy of remedies in the event of lack of conformity of the immovable property, with the consumer being able to terminate the contract immediately, unlike in the case of movable goods.

The third chapter is devoted to contracts for the supply of digital content and digital services. It is divided into two sections. The first deals with the obligation to supply and the obligation to supply a digital content or a digital service that meets the conformity requirements. Contrary to the previous chapter, the logical sequence supply-conformity is followed in this context. The title of the second section points to the regulation of the liability of the trader, burden of proof and remedies, but is also includes the important matter of the modification of the digital content or digital service.

The fourth chapter contains several provisions which apply both to contracts for the sale of goods and to contracts for the supply of digital content or digital services. Section 1 regulates the liability of the producer, the right of redress and the commercial guarantees. Section 2 is both innovative and problematic, providing quite extensively for the direct liability of online marketplaces towards the consumer. Section 3 deals with the compliance with the rules of the statute and the applicable administrative offences in case of non-compliance. There is here a very significant difference in relation to the previous legal regime since most of the provisions of the statute have an associated administrative offence penalty in case of non-compliance.

The fifth chapter contains a set of final provisions, including diversified topics such as the concept of consumer, the mandatory nature of the legal regime and its application in time.

III. Scope

The Decree-Law applies only to consumer contracts, *i.e.* contracts concluded between a consumer ("consumidor") and a trader ("profissional").

The concept of consumer corresponds to the narrow concept of consumer in EU law, the protection being limited to natural persons. In practice, in comparison with the broader concept of Articles 2-1 of the Consumer Protection Act[7] and of 1B-a) of Decree-Law 67/2003, associations and foundations, the only legal persons that can act for purposes that do not fall within the scope of a professional activity (a concept that is used in this text in a broad sense, also covering any commercial, business, industrial or craft activity), are no longer qualified as consumers.

In the case of mixed use of the goods, the digital content or the digital service, the predominant use should be considered (Article 49). If the use is predominantly professional, the person cannot be qualified as a consumer. If the use is predominantly private, the person can be qualified as a consumer.

The concept of trader does not bring significant novelties. However, following the tradition of EU law, which is different from that of Portuguese law (Articles 2 of the Consumer Protection Act and 1B-a) of DL 67/2003), the concepts of consumer and trader are separated.

In addition to the contracts covered by the Directives, the Act also applies to goods supplied under a contract for the provision of services or a lease contract. It also applies to movable goods and immovable property. The Decree-Law is not applicable to goods sold by authority of a court or public authority and to the sale of animals.

In line with the second paragraph of Article 3-1 of Directive 2019/770, paragraph 3(b) extends the application of the legal regime to cases where the consumer provides personal data to the trader, considering that these contracts are not free of charge. Unlike Directive 2019/770, the concept of personal data is not included in the transposing act. This is not particularly problematic as it refers to the definition in the GDPR, which is the definition that would always be used at national level in the absence of a separate explicit delimitation. The provisions on personal data add nothing to what the Directives imposed.

IV. Conformity

There are no major innovations in Portuguese law regarding the conformity requirements.

One difference is that it is also established in the sale of goods section (and not only in the section on the supply of digital content and digital services) that unless otherwise agreed by the parties the goods shall be delivered in the most recent version on the date of conclusion of the contract. It does not seem to call into question the maximum harmonisation of Directive 2019/771, since it is an interpretative rule which points in the direction most suited to the intention of the parties.

The conformity requirements are included in the scope of maximum harmonisation of the directives. Portugal has therefore been obliged to provide for the exclusion of the liability of the trader liability for public statements (particularly advertising and labelling) in the cases where the trader was not and could not have been aware of the public statement, the public statement had already been corrected at the time of the conclusion of the contract or the decision of the consumer could not have been influenced by the public statement. There is a decrease in consumer protection in comparison with Decree-Law 67/2003, which did not provide for any of these exclusions[8].

The provision regarding third-party rights is transposed *ipsis verbis* including the caveat set out in the final part.

V. Liability of the Trader and Burden of Proof

The main novelty of the new legal regime is the extension of the period of the liability of the trader to three years (instead of the previous two years) in the sale of movable goods. In the contracts for the sale of immovable property the period is extended to ten years in the case of structural construction elements (instead of the previous five years). In the case of second-hand goods, the period may be reduced to up to one and a half year if agreed by the parties, whereas under the previous legal regime, this reduction could, if there was an agreement, be up to one year. These are relevant provisions that may constitute instruments, even if timid, against planned obsolescence.

The reduction of the liability period by agreement is not permitted in the case of a reconditioned good, defined in Article 2(e) as a good which has been "previously used or

6 Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees.

7 Law no. 24/96, of 31 July 1996, amended by Law no. 85/98, of 16 December 1998, Decree-Law no. 67/2003, of 8 April 2003, Laws no. 10/2013, of 28 January 2013, 47/2014, of 28 July 2014, and 63/2019, of 16 August 2019, and by Decree-Laws no. 59/2021, of 14 July 2021, 84/2021, of 18 October 2021, and 109-G/2021, of 10 December 2021.

8 Carlos Ferreira de Almeida, *Contratos I* (7th edn, Almedina 2021) 68.

returned and which, after inspection, preparation, checking and testing by a professional" is put back on the market as such. The reconditioned good is therefore considered to be a new good, in which case a liability period of three years applies. The law requires express mention on the invoice of the quality of the goods as reconditioned. Pursuant to Article 48-1-b), the failure to mention the quality of the reconditioned goods constitutes an administrative offence.

The second major innovation is related to the first. Contrary to what has been the case since the first time the topic was the object of specific legislative treatment in consumer relations in Portugal, in the Consumer Protection Act (1996), the period of the liability of the trader (in the sale of movable goods and in the supply of digital content or digital services) is not the same as the period during which the burden of proof that the lack of conformity already existed at the time of delivery is reversed. The first period is now of three years, while the second is of two years. After the first two years from delivery, the consumer must prove not only the lack of conformity, but also that the lack of conformity existed at the time of delivery.

This is a paradigm shift, difficult to explain to consumers and businesses who deal mainly with the concept of "legal guarantee" and are not used with operating different regimes depending on the moment when the lack of conformity appears. If the use of the expression "legal guarantee" was already questionable in the previous legal regime, it is even more misleading with the new regime.

The previous statute (Decree-Law 67/2003) imposed an obligation to notify. In the case of movable goods, the consumer had to notify the trader within two months of the detection of the lack of conformity. The new regime does not provide for a dealine.

After the communication of the lack of conformity, the law imposes a time limit for the consumer to judicially exercise his rights. The limitation period of two years previously included in article 5-A-3 of DL 67/2003 is maintained.

The limitation period is suspended in two cases.

Firstly, the period is suspended "from the moment the good has been made available to the trader for the purpose of carrying out the repair or replacement operations until the lack of conformity is remedied and the good is made available to the consumer". Like the trader's liability period (Article 12-4), the limitation period is also suspended while the consumer waits for the trader to bring the goods into conformity.

Secondly, the deadline is suspended "for the duration of the out-of-court settlement of the consumer dispute between the consumer and the trader or producer". This is a very important provision, not only because it allows the attempt to resolve the dispute to be unimpeded by the limitation period, but also because of the educational nature of the reference, informing the consumer of the existence of faster, cheaper, and more effective ways of resolving the dispute compared to the courts.

VI. Remedies for Lack of Conformity

The establishment of a hierarchy of remedies in the event of lack of conformity is one of the main changes in the Portuguese legal regime[9]. Unlike in the previous statute, only after an attempt is made to bring the goods into conformity by repair or replacement will it be possible to terminate the contract (or reduce the price).

An exception is made in cases where the lack of conformity occurs within the first thirty days. Portugal has therefore made use of the possibility offered by Article 3-7 of the Directive 2019/771.

To the lists provided for in Directives 2019/770 and 2019/771, the Portuguese law adds as grounds for the possibility of exercising the remedies to price reduction and termination of the contract *the manifestation of a new lack of conformity*. This is an important clarification, but it seems that there is no incompatibility with the EU law, since it is still a lack of conformity that appears despite the seller having attempted to bring the goods, the digital content, or the digital services into conformity.

The rights of the consumer are transmitted to a third party purchasing the good (free of charge or for consideration). The transfer of the right does not imply a change in the legally prescribed time limits for exercising it, and the relevant moments in the relationship between the consumer and the trader continue to apply. A restrictive interpretation of Article 15-10 must, however, be made, since its *ratio* covers only the third party who could be qualified as a consumer if he or she had been a party to the first contract. Thus, the professional who buys the good from the original consumer cannot benefit from the protection afforded by the statute.

As regards repair and replacement, the main novelty of the Portuguese law concerns the introduction of a fixed deadline. Article 18-3 states that "the period for repair or replacement shall not exceed 30 days, except in situations where the nature and complexity of the goods, the seriousness of the lack of conformity and the effort necessary to complete the repair or replacement justify a longer period". This provision is particularly unfortunate. Under the guise of improving the position of the consumer by providing for a fixed period, this period is in fact presented as a minimum, allowing it to be extended in the situations indicated therein. In fact, little is added in relation to the general clause of the reasonable period, which loses effect. We even doubt that the Directive is thinking of providing for both the clause on the reasonable period and the provision of a fixed period. Professionals who do not wish to comply with the 30-day deadline will always invoke one of the exceptions contained in the provision, which will also increase litigation considerably.

Article 18-4 establishes that the repaired good shall benefit from an additional "guarantee" period of six months for each repair, up to a maximum of four repairs. The problem is that the law does not provide for any "guarantee" period. It provides for a period of liability of the seller (three years) and a period of release or discharge from the burden of proof that the lack of conformity already existed at the time of delivery (two years). Considering the teleology of the legal regime, it seems that the best solution to solve this problem is to consider that the trader is liable for an additional period of six months, where, in the first four months, the rule of release or waiver of the burden of proof of the lack of conformity at the time of delivery applies.

The same logic should apply to cases of replacement of the good, provided for in paragraph 6. Without using the word "guarantee", reference is made in this provision to a new liability period applicable to the new good.

The consumer has the right to compensation, a right which, however, should not be configured as a substitute for the

9 Sandra Passinhas, "O novo regime da compra e venda de bens de consumo – exegese do novo regime legal" (2021) Revista de Direito Comercial 1463, 1493.

rights provided for in the statute[10]. Member States had wide freedom in regulating this right (Article 3-10 of Directive 2019/770). In Portugal, it was decided to expressly provide for it, but referring to the general legal regime (Article 52-4).

VII. After-Sales Service and Parts Availability

Article 21 imposes two post-contractual obligations on the trader: (i) to guarantee after-sales assistance in the case of movable goods subject to public registry (cars, motorbikes, boats); (ii) to inform the consumer of a duty on the part of the producer to make parts available and of the obligation to provide after-sales assistance (paragraphs 3 and 4).

The article also imposes a duty to make parts available to the producer (paragraph 1). The producer must make the parts needed for the repair of the goods available for a period of 10 years after the last unit of the good has been placed on the market. This means that if the good is supplied by the trader 10 years after the producer placed the last unit of the good on the market, the consumer will not be able to benefit from the protection afforded by this provision.

VIII. Commercial Guarantees

In this field, there are no significant innovations in relation to what was imposed by EU law.

The statement of guarantee must be issued in writing (on paper or via a computerised document). This results from the requirement that it must be "*written in* Portuguese, in a clear and intelligible language", as stated in the introductory part of Article 43-6.

IX. Direct Liability of the Producer

The final part of Recital 63 of Directive 2019/771 states that "whether the consumer can also raise a claim directly against a person in previous links of the chain of transactions should not be regulated by this Directive, except in cases where a producer offers the consumer a commercial guarantee for the goods". Recital 12 of Directive 2019/770 points in the same direction.

Member States are therefore free to regulate this matter. Portugal has done so, thus maintaining the option set out in Article 6 of DL 67/2003, with variations. It should be noted that the regime now extends to contracts for the supply of digital content or digital services.

Faced with a lack of conformity of the good (movable or immovable) or of the digital content or digital service, the consumer may address either the trader or the producer and may even simultaneously require both to satisfy his claim. If the producer is the trader, this rule does not apply.

The fact that the producer remedies the lack of conformity does not prevent the consumer from subsequently requiring the trader to remedy the remaining lack of conformity (by means of a new repair or replacement). The same should apply where it is the trader who first attempts to remedy the lack of conformity. In this case, the consumer, when faced with a new manifestation of a lack of conformity, may turn to the producer. In short, the consumer may at any time address either the trader or the producer, provided that the conditions giving rise to liability on the part of both parties are met.

The liability of the producer is, however, still not as extensive as the liability of the trader, thus making it more advantageous for the consumer to exercise his rights *vis-à-vis* the latter. Indeed, the consumer can only exercise the rights of repair or replacement of the good. This wording should be corrected as the rule also applies to the supply of digital content or digital services. Thus, the consumer can only exercise the right to have the good or the digital content or digital service brought into conformity. The rights to have the price reduced and the contract terminated cannot be exercised against the producer, which is understandable given that there is no contract between the consumer and the producer.

In addition to the producer, the representative of the producer in the place of residence of the consumer is also liable for lack of conformity. The applicable regime is that of joint liability, so that the consumer can claim from any of them the satisfaction of his right (Article 512 of the Civil Code). He may also address both, and if one of them satisfies the claim, the other is released from liability.

X. Contractual Role of Online Platforms

The direct liability of online marketplaces[11] is foreseen in Decree-Law 84/2021 in very broad terms.

Article 44-1 states that "the online marketplace provider that, acting for purposes related to its activity, is a contractual partner of the trader that provides the good, the digital content or the digital service is jointly liable for the lack of conformity". Paragraph 2 clarifies that "the online marketplace provider is considered to be a contractual partner of the trader whenever it exercises a predominant influence on the conclusion of the contract, which is verified, namely, in the following situations: a) the contract is concluded exclusively through the means offered by the online marketplace provider; b) payment shall be made exclusively through the means provided by the online marketplace provider; c) the terms of the contract concluded with the consumer are mainly determined by the online marketplace provider or the price to be paid by the consumer is likely to be influenced by the marketplace provider; or d) the associated advertising is focused on the online marketplace provider rather than the traders". Paragraph 3 emphasises that "for the purposes of assessing the existence of a predominant influence of the online marketplace provider in the conclusion of the contract, any facts likely to give rise to consumer confidence that the latter has a dominant influence over the trader providing the good, the digital content or the digital service may be considered".

Unlike most other Member States, Portugal has used the possibility provided by Recitals 23 of Directive 2019/771 and 18 of Directive 2019/770.

It might have been more prudent to avoid the expression "contractual partner" (concerning the relationship between the online marketplace operator and the trader), which is used in the recitals of the Directives to refer to another relationship (between the online marketplace provider and the consumer).

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10 Alberto De Franceschi, "Consumer's Remedies For Defective Goods With Digital Elements" (2021) 2 JIPITEC – Journal of Intellectual Property, Information Technology and Electronic Commerce Law, 143, 143.

11 For an analysis of the issue of the liability of online marketplaces under Portuguese law prior to this legal regime, see Joana Campos Carvalho, "Online Platforms: Concept, Role in the Conclusion of Contracts and Current Legal Framework in Europe", in Esther Arroyo Amayuelas & Sergio Cámara Lapuente, *El Derecho Privado en el Nuevo Paradigma Digital* (Marcial Pons 2020) 239; Joana Campos Carvalho, "From Bilateral to Triangular: Concluding Contracts in the Collaborative Economy", in Maria Regina Redinha, Maria Raquel Guimarães & Francisco Liberal Fernandes (eds), *The Sharing Economy: Legal Problems of a Permutations and Combinations Society*, (Cambridge Scholars Publishing 2019) 196; Joana Campos Carvalho, "A Proteção do Consumidor na *Sharing Economy*", in Jorge Morais Carvalho (ed), *I Congresso de Direito do Consumo* (Almedina 2016) 115.

The scheme is strongly influenced by the ELI Model Rules on Online Platforms[12]. The decisive criterion for the liability of the online marketplace provider is the predominant influence on the contract concluded between consumer and trader.

Article 45 imposes a special duty to inform on online marketplaces providers, partially transposing Directive 2019/2161[13] into Portuguese law[14].

It states that the online marketplace provider who is not the contractual partner of the professional providing the good, the digital content or the digital service must, prior to the conclusion of the contract, inform consumers in a clear and unambiguous manner that the contract will be concluded with a professional and not with the online marketplace provider, the identity of the professional, as well as his or her quality as a professional or, if this is not the case, the non-application of the rights provided for in the decree-law, and the contact details of the professional for the purposes of exercising the rights provided for in the legal regime. The online marketplace provider may rely on the information provided to it by the trader, unless the online marketplace provider knows or should know, based on the available data relating to transactions on the platform, that this information is incorrect. The consequence in case of failure to comply with this provision is the liability of the online marketplace provider as if it was a contractual partner of the professional.

XI. Conclusion

The overwhelming majority of the provisions of the Directives have been transposed without major novelties.

There are, however, significant new features.

As far as colleagues from other EU countries can be particularly concerned, the most important innovation is the express and fairly broad provision for the liability of online marketplaces providers.

Regarding the practical and daily application of the statute in Portugal, there is a major paradigm shift, since the liability period no longer corresponds to the period of release from the burden of proof that the lack of conformity already existed at the time of delivery. The liability period is extended to three years. The period relating to the release of the burden of proof remains at two years.

The protection of the consumer is diminished compared to the previous regime as regards the hierarchy of remedies, the deadline to bring the goods into conformity, and the possibility for the trader to limit its liability for public statements issued by third parties. Until now, under Portuguese law, the consumer could immediately terminate the contract in case of lack of conformity. The deadline to bring the goods into conformity was always of 30 days. In relation to advertising, the grounds for exclusion of liability provided for in Directive 1999/44/EC had not been transposed into Decree-Law 67/2003.

With a view to strengthening consumer protection, the main innovations consist of the extension of the liability period to three years, the extension of the liability period when the good is repaired, the right to an after-sales service and availability of spare parts, and the liability of online marketplaces providers.

Within the Portuguese context, the application of the decree-law in practice will be decisive to understand its real impact. It is not uncommon for regulations enshrined in the legal system to have little or no practical application. ■

12 <https://www.europeanlawinstitute.eu/projects-publications/completed-projects-old/online-platforms> accessed 12 December 2021. See also Christoph Busch, Gerhard Dannemann, Hans Schulte-Nölke, Aneta Wiewiórowska-Domagalska & Fryderyk Zoll, "An Introduction to the ELI Model Rules on Online Platforms" (2020) 2 EuCML – Journal of European Consumer and Market Law 61.

13 Directive (EU) 2019/2161 of the European Parliament and of the Council of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules.

14 The main act transposing Directive 2019/2161 into Portuguese law is the Decree-Law no. 109-G/2021, of 10 December 2021.