BCLP. Client Intelligent

Insights

APPROACHING GREEN CLAIMS: WHAT THE GREEN TRANSITION DIRECTIVE MEANS FOR YOU

Sep 18, 2026

The Empowering Consumers for the Green Transition Directive (2024/825, the **GTD**) is entering its final stretch: Member States had until 27 March 2026 to transpose it, and it will apply across the EU from 27 September 2026. As that deadline approaches, it is a useful moment to take stock of where the law on greenwashing stands – both in the EU framework itself and in two jurisdictions where enforcement is already active: France, where courts and regulators have been applying an evolving set of misleading commercial practices rules with real intensity, and the UK, where a separate but converging regime is developing in parallel with the EU framework.

1. The GTD and its entry into force

Directive 2024/825 amends Directive 2005/29/EC by introducing a broad definition of an "environmental claim" – i.e. any message, image or symbol asserting or suggesting that a product, brand or trader has a positive or neutral impact on the environment – and makes three major changes.

i. It expands the blacklist of prohibited practices, in particular by banning any claim of carbon neutrality based solely on the offsetting of emissions.

ii. It regulates "generic" claims – e.g. "green", "ecological", "good for the climate" – by prohibiting them unless they are accompanied by a clear qualification on the same medium or justified by "recognised excellent environmental performance".

iii. It subjects claims about future environmental performance to a reinforced evidentiary standard: requiring clear and objective commitments, a detailed implementation plan, and periodic verification by an independent third party expert.

In France, the bill on various provisions adapting French law to EU law (the DDADUE bill – awaiting adoption) transposes these requirements by extending the definition of misleading practices (under Article L. 121-2 of the French Consumer Code) to claims concerning the environmental, social or circularity-related properties of a product. It also expands the list of practices deemed misleading in all circumstances to include claims of carbon neutrality based solely on carbon offsetting. As a result, Article L. 229-68 of the French Environmental Code, which previously permitted such claims subject to certain conditions, will be repealed. This is a significant shift for businesses that have built their communications on that basis.

The proposed Green Claims Directive, first put forward by the Commission on 22 March 2023 and adopted by the EU Parliament on 12 March 2024, has now been put on hold, in a political context less favourable to strengthening environmental regulation. Businesses should not regard the proposal's suspension as a reason to ease their focus on green claims compliance. The GTD is already producing real world effects, as recent case law shows, and the direction set by the Green Claims proposal continues to guide the positions taken by Member State regulators.

2. France – greenwashing under unfair commercial practices law

TotalEnergies was convicted in October 2025 for telling consumers it had the "ambition of achieving carbon neutrality by 2050 and of being a major player in the energy transition". The judgment stands out in two respects.

i. First, the court applied the GTD prospectively, even though it has not yet been transposed into French law, relying on the principle of sincere cooperation under Article 4 of the Treaty on European Union (TEU).

ii. Second, the court focused on whether a communication was tied to a specific product or commercial offer, rather than on how the claim was worded or where it was published: of 44 contested communications, 41 were excluded because they were in the nature of general corporate strategy or ambition statements, with no direct link to promoting a specific product. General communications of this kind, including investor reports or corporate press releases, are more likely to sit outside the misleading commercial practices regime for that reason. Only messages tied to a specific service – "recharge your vehicle at home with green electricity" – were assessed by the court on the merits, precisely because they promoted a defined commercial offer. The same content can cross that line if it is reused in a product-facing context, for example where a claim from a corporate report ends up on packaging or in a product advert. The conviction itself rests on the group's failure to disclose that its own transition scenario diverged from scientific recommendations aligned with the Paris Agreement – a lack of transparency, rather than a finding on the scenario's accuracy.

On 23 June 2026, the Paris Judicial Court convicted Société des Eaux de Volvic, following proceedings brought by the French consumer association CLCV, over use of two sets of claims in its marketing and on product labelling "carbon neutral"/"certified carbon neutral", and "100% recycled"/"100% recyclable". On carbon neutrality, the court held that the term used alone, without explanation on the product itself, doesn't allow the consumer to gain an understanding of the methodology or the split between reduction and offsetting – and a website reference without a direct link was insufficient. On recyclability, the label and cap were not made of 100% recycled material, and the caveat “excluding label and cap” meant that the consumer was not able to understand the gap between the claim and reality. Importantly, the court held these claims to be inaccurate without requiring proof that any consumer was actually misled. Volvic was ordered to pay €75,000 in damages and to publish the judgment on its website homepage for six months.

On 3 July 2025, The DGCCRF, the French consumer regulator, also fined SHEIN's operator ISEL €40 million for failing to substantiate a claim asserting 25% emissions reduction – confirming that an evidentiary shortfall alone is enough to establish deception, whatever the claim's wording.

On 30 April 2024, the EU Commission and the Consumer Protection Cooperation network launched a coordinated action on against twenty one airlines over claims that flying could be “green” or that a supplement could “offset” emissions. This action launched following a Dutch court's ruling on 20 March 2024 convicting KLM over similar tree-planting offset claims – the first coordinated EU greenwashing action of this scale. In November 2025, this action resulted in the airlines agreeing to modify their practices and not to make claims that the CO_2 emissions of a specific flight could be neutralised, offset, or directly reduced by consumer financial contributions to climate protection projects or by the use of alternative aviation fuels.

Consumer group action is also gathering pace at EU level. On 16 June 2026, BEUC (the European Consumer Group) – together with 12 member organisations from 11 countries – filed a complaint with the EU Commission and national consumer protection authorities against a number of leading energy companies over misleading green claims, which it argues may breach both the Unfair Commercial Practices Directive and the GTD. The complaint targets three categories of claims:

i. generic "green" and sustainability "halo" claims used to market fossil gas products, despite renewable investments remaining marginal to the companies’ overall business;

ii. future performance and carbon-offsetting claims – such as net-zero commitments and emissions supposedly compensated through projects like forest plantations – made while the companies continue to invest heavily in fossil fuel expansion; and

iii. comparative claims presenting fossil gas as environmentally friendly or lower-emitting than other fossil fuels, without disclosing the CO2 and methane emissions associated with its production, transport and combustion.

BEUC is seeking orders to stop the practices, fines for continued non-compliance, compensation for consumers charged a premium for "green" products or contracts, and to make clear that investment in climate-protection projects should not be presented as offsetting a company’s own emissions. The complaint underscores that the reach of the GTD’s new blacklist – particularly its treatment of generic claims and offsetting-based neutrality claims – is now being tested not only through litigation but through coordinated regulatory complaints across multiple Member States, including against a company already convicted in France (see above).

Limitation periods and greenwashing: when does the clock start running?

Limitation periods remain a sensitive issue, as the Nespresso case shows. CLCV's claim against Nespresso over carbon neutrality and recyclability claims was initially held time-barred (at the pre-trial phase in May 2022), on the basis that CLCV could hardly claim not to have known of the claims since 2016. This was later overturned due to the absence a special regime e.g the five-year limitation period under Article 2224 of the Civil Code ran from when CLCV knew, or should have known, of facts allowing it to characterise the practice as misleading – here, at the time the new campaign launched on 18 May 2020, not the earlier 2016 messaging. The important takeaway here is that the limitation clock does not necessarily start with the first publication of a claim, but when someone has actual knowledge of the circumstances needed to characterise it as misleading.

How can businesses manage their environmental communications?

Four recommendations follow.

i. Businesses should substantiate every environmental claim before use, ideally with independent expert validation, and keep the file ready for a regulatory check. SHEIN shows an evidentiary gap alone is enough to establish deception.

ii. Businesses should remove or clarify generic claims on the same medium now, without waiting for 27 September 2026.

iii. Businesses should treat carbon neutrality claims with particular care. Volvic shows that even third-party certification is not enough without a clear explanation on the product or packaging itself, and that a website reference without a direct link is insufficient.

iv. Businesses should back up any forward-looking claim with a detailed action plan, measurable milestones and independent verification, as TotalEnergies illustrates the risk of unsubstantiated long-term “ambitions”.

These requirements call for prior legal and technical validation of environmental communications, bringing together legal and sustainability teams. Marketing teams should not have standalone sign-off authority as the cases show that an evidentiary shortfall alone is enough to trigger liability. Therefore, final sign-off should sit with teams that combine legal expertise and access to the underlying technical documentation.

3. How does the UK regulate green claims?

The UK does not have an equivalent legal framework for green claims to that set out in the GTD and is charting its own course, but the direction of travel is similar. The UK's new Digital Markets, Competition and Consumers Act 2024 does not single out misleading green claims as an automatically unfair practice in the way the GTD does (and there are currently no plans to add misleading green claims to the banned practices list). However, the UK's consumer regulator, the

Competition and Markets Authority (CMA), already treats misleading environmental claims as prohibited under consumer protection law e.g when material environmental information is presented as misleading or simply left out, and where this can be shown to have deceived (or be likely to deceive) a consumer, and cause them to take a transactional decision that consumer may not otherwise have taken. A business found to have done so is exposed to the CMA's DMCCA-enhanced civil enforcement powers, which now include turnover-based fines of up to 10% of global turnover. Furthermore, businesses targeting marketing communications at the EU from the UK are likely to be caught by EU Member State implementation of the GTD, in addition to any sanctions they may face in the UK for the same claim.

Separately, the UK's Advertising Standards Authority (ASA) has recently reviewed and upheld complaints affecting use of the term "eco" to describe holiday accommodation (showing its focus on challenging misleading green claims) and has in the past few years challenged green claims made by banks, airlines and energy companies which have lacked specificity or have not been capable of substantiation. It has also issued rulings emphasising that environmental claims need to remain accurate across a product's full life cycle, and upholding complaints against businesses unable to show the claimed environmental performance held up over the product's entire lifespan. It has standalone guidance which emphasises the need for robust substantiation for any objective claims made, which should be reviewed when a business is considering how to frame a green claim in the UK. This guidance also makes clear that businesses should be very mindful when using natural world imagery / green colour palettes in advertising, as this will be taken into account when the ASA assesses the overall impression being given to a consumer in any advertising campaign.

To help businesses comply, the CMA has published its Green Claims Code together with sector-specific guidance for fashion retailers and, more recently, supply chain guidance (exploring responsibility for the making of environmental claims across the supply chain) issued in January 2026.

For businesses operating on both sides of the Channel, the practical takeaway is convergence rather than divergence: the substantiation standard the CMA expects – clear, accurate, evidence-backed claims that hold up across the product life cycle – sits close to the GTD's own requirements, even though the UK route to enforcement runs through existing consumer law and CMA guidance rather than a bespoke greenwashing regime. Businesses active in both markets should treat the GTD's evidentiary standard as the higher bar to meet and use it to satisfy UK requirements as well, rather than running two parallel substantiation exercises.

Recommended next steps for businesses:

- Put in place a documented substantiation file for every environmental claim before it is used, ideally validated by an independent expert, so it can be produced quickly on request;

- Remove or clarify generic environmental claims on the same medium now, rather than waiting for the 27 September 2026 application date;
- Review every carbon neutrality claim to ensure the methodology and the split between reduction and offsetting are explained on the medium itself, not merely cross-referenced to a website;
- Support any forward-looking environmental claim with a detailed, measurable action plan and independent third-party verification;
- Assign ownership of the claims-approval process jointly to legal and sustainability teams, without standalone sign-off authority for marketing;
- Decide, on a case-by-case basis, whether existing stock and packaging bearing inaccurate claims should be withdrawn or reworked, rather than relying on an added caveat; and
- Check the consistency of environmental claims across every channel, including retailer product pages and third-party marketplaces.
- For UK operations, benchmark existing claims against the CMA's Green Claims Code and sector guidance, and the ASA Codes on environmental claims and ensure substantiation holds up across the product's full life cycle.

Related capabilities

- ESG Litigation

Meet the team

Élodie Valette

Partner, Paris

elodie.valette@bclplaw.com
+33 (0) 1 44 17 77 17

Anna Blest

Counsel, London

anna.blest@bclplaw.com
+44 (0) 20 3400 4475