



# The Right to Repair Goods in Iranian and European Union Law

Ahmad Yousefzade<sup>1</sup> | Soroush Rostamzad Asli<sup>2</sup>

1 Corresponding Author, Assistant Professor, Department of Law, Azarbaijan Shahid Madani University, Tabriz, Islamic Republic of Iran | [ahmadusefzadeh@yahoo.com](mailto:ahmadusefzadeh@yahoo.com)

2 PhD Graduate of Private Law, Shiraz University, Shiraz, Islamic Republic of Iran | [soroushlawyer@gmail.com](mailto:soroushlawyer@gmail.com)

## Article Info

### Article type:

Research Article

### Article history:

Received

2025-09-08

Revised

2025-12-31

Accepted

2026-04-23

Published online

2026-06-22



[https://ijicl.qom.ac.ir/article\\_4009.html](https://ijicl.qom.ac.ir/article_4009.html)

### Keywords:

Right to Repair,  
Consumer Protection,  
European Union, Iran,  
Circular Economy,  
Warranty, After-Sales  
Services, Contractual  
Fairness.

## Abstract

The right to repair has emerged as a fundamental component of modern consumer protection, playing a crucial role in complementing consumer rights, ensuring contractual fairness, and promoting environmental sustainability. This right not only guarantees that consumers can access adequate, affordable, and timely repair services in the event of product malfunction, but also empowers them to make informed choices and resist monopolistic control over after-sales services. This article adopts a comparative approach to examine the legal recognition and scope of the right to repair within the legal systems of Iran and the European Union. The findings indicate that while certain sector-specific regulations in Iran—such as those governing household appliances and motor vehicles—do incorporate limited aspects of this right, the absence of explicit legal recognition, weak enforcement mechanisms, and the lack of mandatory repairability design significantly hinder its full realization. In contrast, the European Union has formally recognized the right to repair through legislative instruments such as *Directive (EU) 2019/771* and the *Ecodesign Directive*, alongside implementing circular economy initiatives. These measures have integrated the right to repair into the EU's broader consumer protection and environmental policies. The article concludes that establishing a comprehensive and enforceable right to repair in Iran requires structural legislative reform, technical standard development, and a fundamental rethinking of after-sales service policies.

**Cite this article:** Usefzadeh, A., & Rostamzad Asli, S., (2026). The Right to Repair Goods in Iranian and European Union Law, *Iranian Journal of International and Comparative Law*, 4(1), pp: 228-249. <https://doi.org/10.22091/ijicl.2026.13844.1180>



© Authors retain the copyright and full publishing rights.

[10.22091/ijicl.2026.13844.1180](https://doi.org/10.22091/ijicl.2026.13844.1180)

Publisher: University of Qom

## Table of Contents

Introduction
1. Definition
2. European Legal Framework for Right to Repair
3. European Legal Warranty of Goods
4. The Right to Repair in Iranian Consumer Protection Laws
5. The Impact of Warranty on the Right to Repair
6. Final Analysis in Iranian Law
Conclusion

## Introduction

The Right to Repair movement represents a consumer rights initiative that has attracted significant interest over the past few years. Essentially, the movement advocates for the freedom of individuals and small businesses to modify and repair their own products without being restricted by the limitations set by the manufacturers.<sup>1</sup> The concept grew out of concerns with the shortened lifespans of products, particularly electronic items, and the difficulties consumers face if and when they try to fix things themselves or through third-party providers other than the original manufacturer.<sup>2</sup> The movement has been driven by a diverse range of stakeholders, including independent commercial repairers, consumer rights organizations, individual hobbyists, farmers, sustainability advocates, and supporters of circular economy ideals.<sup>3</sup> Together, they have catalyzed pivotal policy discussions and legislative changes in key consumer markets worldwide, attempting to break down barriers to repair that limit consumer freedom and add to mounting electronic waste problems.<sup>4</sup> The Right to Repair movement has achieved notable legislative success. In the US, Massachusetts became the first state to pass right-to-repair legislation covering motor vehicles in 2012, which in turn resulted in a 2014 deal between automobile makers and third-party repair shops. More recently, in December 2022, New York enacted the Digital Fair Repair Act (DFRA), becoming the first US state to establish a right to repair for digital electronic products, though industry pressure led to significant modifications to the original proposal.<sup>5</sup> Currently, at least 18 states have introduced bills that would require manufacturers to provide consumers with access to replacement parts and repair manuals.<sup>6</sup>

Within the European Union, despite its ambitious sustainability aspirations, the Right to Repair has yet to be accorded a key position in its environmental policy, though elements of the concept can be identified in the existing legal framework.<sup>7</sup> Recent EU measures include proposals to amend the Sale of Goods Directive to require sellers to provide repairs at no cost when the repair cost is equal to or less than the replacement cost, to guarantee access to spare parts and repair information, and to require manufacturers to notify consumers of their rights. Other nations have also started to act on this matter. The United Kingdom has enacted Right to Repair Regulations, while France has adopted the 2020 Anti-Waste Law, obliging manufacturers to provide repair information to consumers prior to purchase.<sup>8</sup> In nations such as Australia, there are limited protections in intellectual property, consumer, and competition legislation, although adherence to international standards remains inconsistent.

1 Sila Ozturkcan, 'The Right-to-Repair Movement: Sustainability and Consumer Rights' (2023) 14 *Journal of Information Technology Teaching Cases* 218.

2 Hernández, Ricardo J., Miranda, Carmen, & Goñi, Javier I. (2020). Empowering sustainable consumption by giving back to consumers the 'right to repair'. *Sustainability*, 12(3), 850, 2020, 3.

3 Kayleen Manwaring, "'Slowing Down the Loop": Smart Devices and the Right to Repair' (2024) 38 *International Review of Law, Computers & Technology* 269.

4 Ozturkcan (n 1) 218.

5 Manwaring (n 3) 269.

6 Hernández, Miranda and Goñi (n 2) 3.

7 Imarhiagbe, Michael, right to repair in EU competition law. *Nordic Journal of European Law*, 5(1), 2022, 166.

8 Surajit Kumar Roy and Nilanjana Sen, 'Right to Repair: A Reflective Facet of Consumer Justice' (2023) 32 *Studia Iuridica Lublinensia* 15.

The campaign seeks not only to prolong the lifespan of electronic products through repair and refurbishment but also to safeguard the viability of repair and refurbishment labor markets by making diagnostic tools, repair manuals, and replacement parts available to the general public. Manufacturers have, however, lobbied against such legislation, arguing that it may infringe on their intellectual property rights, including trade secrets and patent exclusivity.<sup>1</sup>

As the Right to Repair movement continues its global spread, it has the potential to reduce electronic waste, protect the environment, and advance sustainable consumption by advancing legislative agendas that expand internet access, extend the useful life of existing technology, and enhance digital equity.<sup>2</sup>

## 1. Definition

### 1.1. Right to Repair

The right to repair may be defined as “the consumer’s ability to repair defective goods or to access repair services at competitive prices”.<sup>3</sup> This right operates at the intersection of consumer protection law and intellectual property law, as in many instances restrictions arising from patent rights, copyright, and trade secrets are enforced in ways that effectively preclude independent or competitive repair. From a legal perspective—particularly within patent law—the right to repair is often conceptualized as a legal defense against conduct that would otherwise be considered infringing, thereby allowing consumers to repair their products without violating exclusive intellectual property rights.<sup>4</sup>

The significance of this relationship between the right to repair and intellectual property rights became especially pronounced during the COVID-19 pandemic, when the urgent need to repair ventilators and other medical equipment demonstrated that rigid enforcement of exclusive rights could directly endanger public health. Within this framework, the right to repair is no longer viewed merely as a consumer privilege, but rather as a necessary limitation on the scope of intellectual property enforcement. From this perspective, some advocates argue that the right to repair should be understood as a “positive obligation on manufacturers to facilitate the lawful repair and servicing of goods that have been sold”.<sup>5</sup>

This approach recalibrates the traditional balance of intellectual property law by shifting responsibility from consumers to manufacturers, requiring producers to support repair rather than using exclusive rights to obstruct it. The legal foundation of this position is often traced to the doctrine of exhaustion (or the first-sale doctrine), which holds that “the right holder’s authority to control or restrict further distribution or use of a product is exhausted after the initial sale.” Consequently, once manufacturers have fully benefited from the primary sale,

1 Leah Chan Grinvald and Ofer Tur-Sinai, ‘Intellectual Property Law and the Right to Repair’ (2019) *SSRN Electronic Journal* 63.

2 Ozturkcan, (n 1) 218.

3 11 Abbas M, “Patent law and 3D printing applications in response to COVID-19: Exceptions to inventor rights” (2022) 25(2) *Journal of World Intellectual Property* 320.

Ibid, 321.

4 Ibid, p. 321.

5 Ibid, p. 321.

they should not be permitted to rely on intellectual property rights to restrict or monopolize secondary repair markets or after-sales services.<sup>1</sup>

Beyond the bilateral relationship between consumers and manufacturers, the right-to-repair movement also carries broader environmental and economic implications and indirectly challenges the legitimate scope of intellectual property enforcement. The movement seeks to “extend the lifespan of electronic products through repair and refurbishment,” thereby reducing electronic waste while safeguarding independent repair and refurbishment markets by ensuring access to diagnostic tools, repair manuals, and spare parts. From this perspective, intellectual property–based barriers to repair not only undermine consumer autonomy but also contribute to unnecessary electronic waste and increased overall equipment costs.<sup>2</sup>

Ultimately, the right to repair is increasingly becoming “a reality that cannot and should not be avoided”.<sup>3</sup> Whereas economic interests of manufacturers and maximalist protection of intellectual property rights previously dominated policy debates, environmental concerns and sustainability objectives are now redefining this balance. Product repairability and access to spare parts are emerging as “market standards” to which all market participants—including consumers and intellectual property right holders—are gradually adapting. This shift reflects a growing recognition that extending product lifespans requires a reasonable limitation on the exercise of exclusive rights and their alignment with broader public interests, including waste reduction and the conservation of natural resources.<sup>4</sup>

## 1.2. Warranty

A warranty is fundamentally a contractual agreement between a manufacturer or seller and a consumer that provides protection against product defects and failures. Under this agreement, the manufacturer commits to repairing, replacing, or providing partial or full reimbursement to the consumer when a product fails during the warranty period.<sup>5</sup> Warranties come in different forms and serve as both promises and legal protections. Express warranties are those explicitly stated by sellers in contracts, documentation, or advertisements, while implied warranties are automatically recognized by law, such as the implied warranty of merchantability that ensures products work for their ordinary intended purposes. The warranty acts as a pledge that the product will perform its intended function under normal use conditions for at least the warranty period.<sup>6</sup>

Beyond just fixing broken products, warranties serve multiple purposes in consumer protection. They serve as quality indicators and promotional tools, making products more attractive to buyers while distinguishing them from competitors. Warranties also reduce customer risk by protecting against unexpected repair costs when products don’t perform as expected. Many countries have established legal warranty requirements - for example, EU

1 Ibid, p. 322.

2 Ozturkcan, (n 1) 218.

3 Tischner, Anna, and Karolina Stasiuk, ‘Spare Parts, Repairs, Trademarks and Consumer Understanding’ (2023) 54 *IIC International Review of Intellectual Property and Competition Law* 27.

4 Ibid.

5 Jie et al., 2020, p. 95527

6 Reisenwitz et al., 2016, p. 3.

rules provide a mandatory two-year warranty period for all consumer products, while Brazil has both legal and contractual warranty systems.<sup>1</sup>

### 1.3. Difference between Warranty and Right to Repair

The most fundamental difference between warranty and right to repair lies in their scope and timing. Warranties operate within a specific time frame - typically two years in the EU or as determined by the manufacturer - during which consumers can claim repair, replacement, or refund for defective products.<sup>2</sup> In contrast, the right to repair extends beyond warranty periods and focuses on consumers' ongoing freedom to fix, upgrade, or choose repair services for products they own. The relationship between these concepts becomes particularly important when warranty periods end. The right to repair remains relevant even after warranty expiration, which is significant given concerns about planned obsolescence - where manufacturers may design products to fail shortly after warranty periods end.<sup>3</sup> This highlights how warranty law focuses primarily on whether products meet expected durability standards, while right to repair addresses the separate question of whether products can be repaired at all.

Another key difference involves who controls the repair process. Warranty systems typically require consumers to use manufacturer-authorized repair services to maintain coverage. However, EU consumer law clarifies that commercial warranties cannot override legal guarantee rights, meaning consumers can seek independent repairs during warranty periods without voiding their legal protections, though manufacturers often create confusion about this through ambiguous warnings. Finally, the two concepts serve different but complementary consumer protection goals. Warranty law could be expanded to include both defect protection and separate reparability duties, addressing the distinct issues of product durability versus product reparability. While warranties focus on the beginning of product use and ensure initial functionality, right-to-repair legislation addresses the physical end-of-life phase and extends product usability.<sup>4</sup>

## 2. European Legal Framework for Right to Repair

The European Union's legal framework for the Right to Repair consists of a set of interrelated directives and regulations addressing different aspects of reparability, durability, and sustainability of products. Unlike the United States, where Right to Repair efforts are largely motivated by consumer rights and market competition concerns, the EU's approach is rooted mainly in environmental protection and circular economy goals.<sup>5</sup> The EU's Right to Repair approach is centered on the Ecodesign Directive (2009/125/EC), which establishes eco-design requirements for products related to energy consumption. This directive has led to the creation

1 Marques et al., 2022, p. 32.

2 van der Velden, M., Maitre-Ekern, E., and Wanja, D.K., 'The Role of Independent Repair in a Circular and Regenerative Economy' (2023) 4 *Circular Economy and Sustainability* p 2986.

3 Malinauskaite J and Erdem F, 'Planned Obsolescence in the Context of a Holistic Legal Sphere and the Circular Economy' (2021) 41 *Oxford Journal of Legal Studies* 732.

4 Lebloch, K. and Rafetseder, A., 'Laying foundations for a "Right to Improve"' (2024) *Frontiers in the Internet of Things*, p. 8.

5 Ibid, 28.

of implementing regulations for 31 product categories, including many consumer products like refrigerators, washing machines, electronic displays, and kitchen appliances.

These regulations require manufacturers to make “access to repair and maintenance information” available to “professional repairers,” though they may charge “reasonable and proportionate fees” after a specified timeframe from the products’ market launch. In 2019, the EU made a major advance in adopting specific “right to repair” rules for appliances such as televisions, washing machines, dishwashers, and refrigerators. These rules require manufacturers to provide spare parts to independent service providers for at least 10 years after purchase.<sup>1</sup> The EU has also discussed applying this rule to smartphones and other electronic products, indicating a general trend to advance repairability across product types. The European legal initiative for Right to Repair was given additional impetus by the 2020 passage of the Circular Economy Action Plan (CEAP) as a central element of the European Green Deal.<sup>2</sup> The CEAP proposes to create a sustainable product policy framework that combats premature obsolescence and enhances product repairability, explicitly linking environmental interests to competitive market concerns. It suggests revising EU consumer law to create a formal “right to repair” alongside new consumer rights to information on product repairability, lifespan, access to repair services, spare parts, and repair manuals.<sup>3</sup>

The European Union’s legal framework on repairability covers different phases in a product’s life. The Ecodesign Directive addresses the design phase, well ahead of the product being placed on the market. The Sale of Goods Directive, on the other hand, ensures that consumers receive a functional product for a set period of time. The provisions on the Right to Repair explicitly address the end-of-life phase, thus extending product lifetimes as long as economically viable.<sup>4</sup> In addition, some elements of EU intellectual property law support the Right to Repair movement. More precisely, Article 110(1) of the Community Design Regulation protects spare parts from design infringement actions, while Article 5(3) (l) of Directive 2001/29/EC introduces a copyright exception for “use in connection with the demonstration and repair of equipment.” Despite these advances, recent critical analyses of the European Commission’s proposed Directive to improve repairability have identified gaps in the EU’s approach. The proposal has been criticized for its narrow scope and the potential transfer of control over the emerging repair market to manufacturers, rather than supporting independent repairers in overcoming access barriers.<sup>5</sup>

The Right to Repair policy of the EU is built on the back of previous policies concerning durability and product lifetime, such as the Sustainable Industry Low Carbon Programs, Energy Efficiency Directive, EU Energy Labeling Directive, Zero Waste Program, EU Action Plan for the Circular Economy, Air Quality Directive, EU Consumer Rights Directive, and Product Safety Law.<sup>6</sup> This extensive basis demonstrates the EU’s commitment to converting

1 Contreras, 2020, 6.

2 Tischner, (n 16) 28.

3 Ibid.

4 K Lebloch and A Rafetseder, ‘Laying Foundations for a “Right to Improve”’ (2024) *Frontiers in the Internet of Things* 8.

5 Bermúdez et al., 2024, 16.

6 Hernández, Miranda and Goñi (n 2) 8..

the Right to Repair from a social movement into a legal endeavor, with robust environmental foundations deeply embedded in primary EU law, as set out in Article 11 of the Treaty on the Functioning of the European Union and Article 37 of the EU Charter.<sup>1</sup>

## 2.1. Consumer Rights and Remedies Under EU Law

The European Union has established a comprehensive framework of consumer rights and remedies regarding defective products, primarily through directives that have been transposed into Member State law. At the core of this framework is the Consumer Sales Directive 99/44/EC, which, together with the Unfair Terms in Consumer Contracts Directive 93/13/EEC and the Consumer Rights Directive 2011/83/EU, has significantly changed Member State law to promote the concept of the “informed consumer” who can assert their rights when entering into consumer contracts.<sup>2</sup>

Under EU consumer protection law, all products purchased by consumers are covered by a minimum two-year legal guarantee. During this period, if a product becomes defective or fails to function as expected due to a defect present at the time of delivery, consumers have the right to request repair or replacement. This legal protection exists regardless of any additional commercial guarantees provided by sellers, which may supplement but not replace the statutory minimum guarantee.<sup>3</sup> A defining characteristic of the EU’s approach to consumer remedies is the establishment of a hierarchical system. The recently adopted Directive (EU) 2019/771 on certain aspects concerning contracts for the sale of goods maintains the two-stage “hierarchy of remedies” introduced by Directive 1999/44/EC (2025)

In the first stage, consumers have the right to demand that goods be brought into conformity through repair or replacement, both of which are provided free of charge. Only if repair or replacement is impossible or cannot be completed within a reasonable time can consumers proceed to the second stage of remedies: price reduction or contract termination (2025). This hierarchical approach follows the principle of *pacta sunt servanda* (agreements must be kept), preferring remedies that maintain the contractual relationship (2025). The directive specifies that “a repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods”.

The implementation of this hierarchy varies somewhat across Member States. For example, in Serbia, if non-conformity occurs within six months of the date of purchase, consumers have broader rights, being entitled to choose among demanding removal of the non-conformity, seeking a corresponding price reduction, or terminating the contract. However, the common denominator across the laws examined in Croatia, Slovenia, and Serbia is a hierarchy of rights, with repair and replacement as primary remedies and price reduction and contract termination as secondary options.<sup>4</sup>

Recent revisions to the Consumer Rights Directive have further emphasized the importance

1 Tischner and Stasiuk (n 16) 29.

2 Giliker, P., ‘The Consumer Rights Act 2015 – a bastion of European consumer rights?’ (2017) 37(1) Legal Studies 83.

3 Paula Giliker, ‘The Consumer Rights Act 2015 – A Bastion of European Consumer Rights?’ (2017) 37(1) Legal Studies 83.

4 Dudas and others, ‘[title unknown]’ (2023) 229.

of repair as a remedy. Recital 48 explicitly states that “enabling consumers to require repair should encourage sustainable consumption and could contribute to greater durability of products”.<sup>1</sup> This reflects the dual purpose of EU consumer remedies: not only protecting consumers’ economic interests but also advancing sustainability objectives by reducing waste and extending product lifespans.<sup>2</sup> The right to repair as a consumer remedy is increasingly aligned with broader sustainability movements. One approach focuses on consumer protection rationales, arguing that consumers should be allowed to repair their own products rather than being forced to seek more expensive alternatives, such as manufacturer-certified repair shops or new product purchases. A parallel movement connects repair rights to sustainability goals aimed at reducing waste and pollution in response to climate change.<sup>3</sup>

Despite these advancements, some scholars have noted that the directive’s text maintains a strict hierarchy of remedies that might facilitate easier termination of contracts, potentially undermining the prioritization of repair.<sup>4</sup> This highlights the ongoing tension between consumer choice and sustainability objectives in the development of EU consumer protection law.

## 2.2. Implementation in National Laws

The European Union has put in place a comprehensive framework of consumer rights and remedies for faulty goods, primarily through directives that have been transposed into Member State law. Foremost among these is the Consumer Sales Directive 99/44/EC, which, together with the Unfair Terms in Consumer Contracts Directive 93/13/EEC and the Consumer Rights Directive 2011/83/EU, has significantly revised Member State law to promote the concept of the “informed consumer” who is able to assert their rights in the framework of consumer contracts.<sup>5</sup>

Under European Union consumer protection law, all products purchased by consumers are covered by a basic legal guarantee of at least 2 years. During this period, if a product is found to be defective or does not perform as expected due to a fault present at the time of delivery, consumers have the right to request repair or replacement. This legal protection is provided regardless of any additional commercial guarantees offered by sellers, which may augment but do not replace the statutory minimum guarantee.<sup>6</sup> One of the characteristic features of the EU’s approach to consumer remedies is the establishment of an ordered hierarchy. The new Directive (EU) 2019/771 on certain aspects of contracts for the sale of goods maintains the two-tier “hierarchy of remedies” set out by Directive 1999/44/EC (2025).

In the first tier, consumers are entitled to have goods brought into conformity by repair or replacement, both of which are free of charge. It is only if repair or replacement is impossible or cannot be achieved within a reasonable time that consumers can move to the second tier of remedies: price reduction or contract termination (2025). This hierarchical structure adheres to the principle of *pacta sunt servanda* (agreements must be kept), with a preference for

1 Malinauskaite and Erdem (n 22) 733.

2 Larry DiMatteo, ‘Right to a Clean Environment: Role of Contracts and Contract Law’ (2019) 53 *Revija Kopaoničke škole prirodnog prava*.

3 Ibid.

4 Malinauskaite and Erdem (n 22) 733.

5 Giliker (n 32) 83.

6 Kissova and Dubcova (n 33) 3.

remedies that preserve the contractual relationship (2025). The directive details that “a repair or replacement shall be completed within a reasonable time and without any significant inconvenience to the consumer, taking account of the nature of the goods and the purpose for which the consumer required the goods.”.

The application of this hierarchy differs to some extent among Member States. In Serbia, for instance, when non-conformity occurs within six months of the date of purchase, consumers enjoy broader rights, as they are entitled to choose among requesting removal of the non-conformity, requesting an appropriate price reduction, or terminating the contract. Nevertheless, the common denominator among the laws considered in Croatia, Slovenia, and Serbia is that there is a hierarchy of rights, with repair and replacement as first-rank remedies and price reduction and contract termination as second-rank remedies.<sup>1</sup> Recent changes to the Consumer Rights Directive have highlighted repair as an effective remedy. Recital 48 succinctly explains that “enabling consumers to require repair should encourage sustainable consumption and could contribute to greater durability of products”.<sup>2</sup> This assertion shows the twin aims of EU consumer remedies: not only protecting consumers’ economic interests but also supporting sustainability initiatives by preventing waste and increasing product durability.<sup>3</sup> The right to repair, as a consumer remedy, is increasingly aligned with broader sustainability movements. One strand focuses on consumer protection arguments that consumers should be allowed to repair their own products rather than being forced into more expensive alternatives, such as manufacturer-approved repair shops or new purchases. A second movement links repair rights with sustainability goals intended to reduce waste and pollution in the face of climate change.<sup>4</sup>

Notwithstanding these developments, some commentators have pointed out that the text of the directive preserves the stringent hierarchy of remedies, which could pave the way for the easier cancellation of contracts, and hence undermine the preference for repair.<sup>5</sup> This illustrates the tension between consumer choice and sustainability goals in the evolution of EU consumer protection law.

### 2.3. Challenges and Limitations

While substantial strides have been made to establish Right to Repair systems in Europe, a host of compelling obstacles and limitations persist in fully realizing repair rights. A primary barrier is manufacturers’ attempts to utilize intellectual property laws to limit repair rights. Manufacturers have tactfully incorporated industrial property rights to retain control over their products beyond their immediate sale to consumers, thwarting not only consumers but also any independent repair approach in the aftermarket.<sup>6</sup>

An example of a manufacturer tactic would be to put the brand name on every single

1 Dudas and others (n 34) 229.

2 Malinauskaite and Erdem (n 22) 733.

3 DiMatteo (n 36).

4 Ibid.

5 Malinauskaite and Erdem (n 22) 733.

6 Alba Nogueira, ‘Are Soft Legal Measures in Circular Economy Action Plans Enough to Permeate EU Strong Economic Core Regulations Bringing Systemic Sustainable Change?’ (2022) *Circular Economy and Sustainability* 1561.

part (even on tiny parts like screws and plastic caps), making it impossible for the consumer or repairer to replace components or parts (even the smallest) with components provided by another alternative service provider. An example would be if Apple allowed independent technicians to replace a phone battery, it could effectively open the door for a multitude of independent services that would provide battery replacements at a cheaper cost than Apple could ‘provide’; the repair would simply not be performed by Apple technicians. Manufacturers have succeeded with this strategy through litigation, suing the parts replacement firm and deriding them in court as an authentic product; an example of this legal course was played out before the Norwegian Supreme Court in a ruling handed down in June 2020.<sup>1</sup> Another major barrier concerns the technological protection measures manufacturers implement to prevent access to the device software necessary to enable repairs. Manufacturers create a culture of ease in limiting independent access to device software that would otherwise enable repairs. There are needed regulations that would mandate companies to disseminate basic information enabling a repair to take place, thereby defeating protective measures that restrict access to consumer devices.<sup>2</sup>

Navigating corporate lobbying presents an additional obstacle to building traction for repair rights. Manufacturers have actively lobbied against Right to Repair (or Right to Repair provisions) in the United States and the European Union.<sup>3</sup> It is not entirely unexpected then that lobbying has successfully delayed or stopped legislative initiatives in many U.S. states, as manufacturers have engaged in arguing that Right to Repair laws could infringe upon their intellectual property rights, which included patents, trade secrets, and other protections.<sup>4</sup> The recent Directive on Common Rules Promoting the Repair of Goods in the EU is similarly likely to be rife with ambiguities that could minimize its impacts. In the directive, manufacturers are required to sell parts and tools to independent repairers at “a reasonable price, and that does not deter repair”; however, “reasonable” remains undefined and will likely vary across national jurisdictions.<sup>5</sup> Overall, this ambiguity would seem to provide potential loopholes for manufacturers to exploit in their domination of the repair marketplace.

The jurisdiction supporting the Right to Repair is also problematic due to enforcement of competition law principles. While competition law principles exist within European Union (EU) competition rules that could, at least in principle, address constraints on access to repair services through non-authorized repair services, the Court of Justice of the European Union (CJEU) has been unwilling to challenge the manufacturer-dominated repair market. For instance, in the matter involving Swiss watchmakers who refused to share spare parts with independent repairers, the General Court determined that the absence of legal constraints was lawful in part because there was competition among authorized repairers.<sup>6</sup> To navigate through these challenges, legal scholars and advocates propose relying on the principle of

1 Ibid., p. 1561.

2 Abbas (n 11) 322.

3 Grinvald and Tur-Sinai (n 9) 63.

4 Ibid.

5 LR Batista-Pritchard and others, ‘How Circular Can We Legally Be? A Research Agenda for Adaptiveness to Close the Gap Between “Traditional” Legal Concepts and Circular Innovation’ (2024) 12(3) Journal of Innovation Management.

6 Ibid. 4.

exhaustion of rights. Under this principle, the rights holder's ability to control or limit the distribution of further use of their products is "exhausted" where a first sale has taken place. As an advocacy approach, exhaustion of rights could be a useful means to challenge patent owners' ability to control aftermarket repairs once they have earned their full profit from the sale of the original product.<sup>1</sup>

### 3. European Legal Warranty of Goods

#### 3.1. The Legal Warranty Framework for Goods in the European Union

Throughout Europe, consumer law applies broadly, and statutory warranties govern products. Consumer protection is articulated at an EU-wide level, with a minimum two-year warranty period applying to the purchase of any product. The statutory guarantee covers product defects that were present at the time of delivery. This means the consumer can request that a faulty or defective good be repaired during that period.<sup>2</sup> The EU framework recognizes three general types of warranties in the European retail market: statutory, extended, and commercial. Statutory warranties provide consumer protection, a certain level of quality in the marketplace, and free repair or replacement, at least in the first two years after purchase of a good.<sup>3</sup>

While the EU provides a basic legal framework, it is up to individual member states to implement laws that can be more favorable than the minimum requirements in EU law.<sup>4</sup> For example, for certain new and second-hand goods expected to last longer, Norway has provided consumers with a five-year legal guarantee.<sup>5</sup> When repairs cannot be completed within a reasonable time period, consumers may demand a full refund of the purchase price or a discount. Commercial guarantees can provide protections for consumers, but cannot replace the legal guarantee of a minimum of two years.<sup>6</sup> However, the current legal guarantee minimum is facing practical challenges because repairs are getting expensive, as providers are not able to source parts for the repairs on some products, and therefore commercial guarantees and/or legal guarantees tend to be replaced with replacements, particularly when global supply chains make repairs more expensive. This economic reality often drives suppliers/producers to choose replacements rather than repairs during the guarantee period.<sup>7</sup>

#### 3.2. The Relationship Between the Right to Repair and Warranty Law in the European Union

The overlap of rights-to-repair and warranty law raises important legal issues that could arise when planned obsolescence occurs. The importance of enforceable rights to repair up

1 Abbas (n 11) 322.

2 Kissova and Dubcova (n 33) 227.

3 Davor Dunkovic and Božidar Knežević, 'Extended Warranty and Its Impact on Perception in Sales Promotion of Durables' (2023) 21 *Business, Management and Economics Engineering* 204.

4 Jagdeep Singh and others, 'Evaluating Approaches to Resource Management in Consumer Product Sectors: An Overview of Global Practices' (2019) 235 *Journal of Cleaner Production* 234.

5 Ibid. 227.

6 Kissova and Dubcova (n 33), 227.

7 Singh (n 56) 227.

to the expiry of the warranty is particularly significant where companies operate in ways that manipulate the life cycle of products to align with warranty periods, and deliberately design goods to fail only after the warranty has expired.<sup>1</sup> The overlap of rights to repair and warranty law has led the European Commission to amend the Consumer Rights Directive as part of a push to put repair rights ahead of replacement, and to say in recital 48 that consumers should have a choice of repair or a replacement, but that, “Enabling consumers to demand that products should be repaired should stimulate sustainable consumption and could lead to better durability of products”.<sup>2</sup>

The legal characterization of irreparability creates complex issues for warranty law. Irreparability can be evidence of planned obsolescence when it provides a partial explanation for failure to meet expected lifetime standards, but irreparability cannot be seen as warranty law relevant under current definitions. Currently, warranty law considers products to have failed to meet their expected lifetime based on the end of usability of the product itself, rather than on whether the defective product was/was not repairable.<sup>3</sup> Legal theorists suggest, however, that whether a product is repairable could be viewed separately in warranty law contexts, especially where the consumer might reasonably believe that a product should be repairable. Such a perspective would delineate the conceptual difference between irreparability and planned obsolescence, treating issues related to irreparability as a matter of law, detached from issues of durability defects. The easiest fix, proposed by DiMatteo, is to add a right to self-repair to warranty law and expand warranty protections to cover defective products, with an additional duty of repairability.<sup>4</sup>

## **4. The Right to Repair in Iranian Consumer Protection Laws**

In the Iranian legal system, the “right to repair” is recognized as one of the fundamental rights of consumers and is relatively coherently and comprehensively reflected in the legal instruments pertaining to consumer protection. This right not only allows consumers to benefit from free or reasonably priced repair services in the event of a product malfunction or defect, but also ensures that manufacturers and suppliers bear full responsibility for providing spare parts and after-sales services for a defined period and in accordance with statutory standards. Iranian consumer protection laws have addressed this right particularly in the overarching *Consumer Protection Act* and in two key sectors: household appliances and motor vehicles (automobiles).

### **4.1. The Consumer Protection Act of 2009 (1388 SH)**

The *Consumer Protection Act of 2009*, as the principal legal framework for consumer protection policies in Iran, provides a general and binding framework for safeguarding citizens’ rights regarding goods and services. While this law primarily focuses on suppliers’ obligations and product quality guarantees, the concept of the “right to repair” can be inferred implicitly and

1 Malinauskaite and Erdem (n 22) 733.

2 Ibid.

3 DiMatteo, (n 36) 53.

4 Ibid.

in a dispersed manner from certain provisions. However, unlike more specific regulations—such as those concerning household appliances or automobiles—it does not explicitly or structurally recognize the right to repair as a distinct legal entitlement. Under Article 1, paragraph 3, the definition of a warranty includes the obligation to “eliminate defects” and to replace components or products without charge. This language effectively supports the consumer’s entitlement to free repair services within a specified period and implicitly lays the foundation for a right to repair. Furthermore, Article 4 requires manufacturers of capital goods, including automobiles, home appliances, and electronic devices, to maintain authorized repair centers and supply spare parts. Article 20 more explicitly addresses the issue of repair, empowering competent authorities to compel suppliers to collect, repair, or rectify defective products that have already been sold.

Nevertheless, the law suffers from several shortcomings that weaken the status of the right to repair. Firstly, this right is not expressly recognized as a standalone consumer right; rather, it is addressed only in the context of supplier obligations and within the framework of warranties. Secondly, the law lacks any definition of the standards or requirements for “repairability” of products and makes no reference to the rights of independent repairers, access to spare parts, technical documentation, or software-related information. Moreover, there is no provision specifying standard repair timeframes, mandatory guarantees for repair services, or compensation for delays in repair. In comparison with more advanced legal regimes—such as those of the European Union—that not only recognize the right to repair but also implement mechanisms requiring manufacturers to design repairable products, provide technical documentation to independent repairers, and respect consumers’ rights to choose between recycling and repair, the Iranian *Consumer Protection Act* remains generalist and traditional in nature. While the Act provides a preliminary basis for recognizing the right to repair in the context of warranties and after-sales service, the full and modern realization of this right requires legal reform, the enactment of more detailed legislation, and the development of specialized regulations in the fields of repairability and digital consumer rights.

#### **4.2. The Right to Repair in the Executive Regulations of the Consumer Protection Law in the Household Appliances Sector**

In the established regulations governing household appliances, the “right to repair” has been codified and made mandatory through a comprehensive set of provisions and standards under the supervision of the Ministry of Industry, Mine and Trade. According to Article 4-1, after-sales services include technical support, the provision of standard parts, and free repairs during the warranty period. This warranty is defined in Article 7-1 as a set of obligations by the manufacturer or importer to provide free repair services and parts during a specified period. Article 16 explicitly states that in the event of any defect arising from design, production, or normal use, the manufacturer or importer is obligated to repair the goods free of charge during the warranty period. Note 1 of the same article stipulates the obligation to provide repair services and parts supply even after the warranty period expires, within the framework of the “commitment period” (typically up to 10 years). Another significant requirement in

this regard is Article 20, which mandates the provision of repair services and the supply of parts for up to 10 years following the sale of goods.

In cases where repairs cannot be performed within the standard timeframe, Section 16-1 and Article 22 require the supplier to provide a similar replacement device to the consumer. Furthermore, in cases of recurring defects or prolonged repair times, Article 23 imposes an obligation to replace the goods or refund their value. Article 21, through its precise definition of a valid warranty card, considers information regarding repair and replacement conditions among the mandatory obligations of the manufacturer. To ensure transparency and enable consumer rights monitoring, Articles 24 and 25 require manufacturers to document and register information concerning performed repairs, reported defects, and replaced parts. From a quality perspective, Article 33 stipulates that repairs performed during the warranty period and even subsequent services must be covered by a guarantee for up to 6 months. Finally, Article 30 declares null and void any agreement that results in the waiver of the supplier's legal obligations toward the consumer. This protective framework, with its provisions for implementation, educational (Articles 26 and 36), and supervisory mechanisms (Articles 40 to 45), constitutes a guarantee for the effective realization of the right to repair in the household appliances sector.

### **4.3. The Right to Repair in the Automotive Consumer Protection Law**

Alongside regulations governing durable goods, the Automotive Consumer Protection Law, enacted in 2007, has incorporated the "right to repair" precisely and transparently within its protective framework. This law mandates that automotive suppliers remedy any defect or fault arising from design, production, assembly, or transportation **free of charge and at no cost to the consumer** during the warranty period (Article 3). According to the notes of Article 2, the warranty period is a minimum of one year or 30,000 kilometers (whichever comes first), and the commitment period for parts supply and repair services is established at 10 years. This precise temporal framework represents the practical and mandatory crystallization of the right to repair in Iran's automotive market. The executive guarantee of this right is more clearly articulated in Article 4, whereby if safety component defects are not remedied after three repair attempts, or if the vehicle remains in the repair shop for more than 30 days, the supplier shall be obligated to either **completely replace the vehicle or refund its value to the consumer**. Additionally, if the vehicle is out of service due to repairs for more than 48 hours, the supplier is required to provide a replacement vehicle to the consumer.

Transparency in the provision of repair services is another requirement of this law. Article 5 obliges the supplier to notify the consumer in writing of all defects, actions taken, and parts replaced. The use of non-standard parts in the repair process is explicitly prohibited. Article 8 also stipulates that if the consumer does not utilize the official and authorized repair network, the protections of this law will not apply to them. More importantly, any agreement that results in the waiver or transfer of the supplier's legal obligations shall be null and void according to **Article 7**. In Article 9, the legislator requires the supplier to explicitly present the

legal provisions to the consumer at the time of vehicle delivery, and in Articles 10 and 11, oversight of this law's implementation is entrusted to the Ministry of Industries and Mines.

#### **4.4. Critique**

Despite the provision of the “right to repair” in Iran’s consumer protection laws, particularly in the household appliances and automotive sectors, these regulations face significant deficiencies when compared to the more advanced standards of legal systems such as the European Union. In Iranian regulations, the right to repair is primarily confined to the framework of warranties and after-sales services and lacks an independent philosophical foundation, particularly with respect to environmental rights and sustainable consumption. Conversely, in the European system, this right is conceived as part of the movement toward a circular economy and sustainable consumption. Furthermore, under Iranian law, the scope of goods and beneficiaries is limited, and there is no obligation to provide repair information, schematics, diagnostic software, or open access for third-party repairers to parts. This contrasts with the European Union, where manufacturers are obligated to provide such access to all users and independent repairers in order to break the monopoly of companies over after-sales services.

Moreover, the absence of effective enforcement mechanisms beyond product replacement or refund, weaknesses in addressing consequential damages, lack of obligations regarding repairable design, and inadequate dispute resolution mechanisms constitute other deficiencies in these two laws. Despite the existence of dispute resolution boards and numerous legal obligations, institutional protections and public access to rights-claiming processes in Iran are limited and predominantly paper-based. Additionally, Iranian law imposes no obligations on companies regarding sustainable and repairable design, whereas such requirements exist in European Union directives. Therefore, although Iranian laws have, as a first step, recognized repair services within the framework of consumer rights, they have a considerable path ahead to achieve the complete and effective realization of the “right to repair” based on global standards.

### **5. The Impact of Warranty on the Right to Repair**

Warranties are fundamental consumer protection mechanisms provided by manufacturers to address the inherent risk of future defects or damage in electronic products and other consumer goods. These contractual assurances offer consumers certain remedies when products fail to meet expected standards or develop defects within a specified period. The right-to-repair movement has emerged as a significant consumer advocacy initiative with two distinct yet complementary motivations. The first is deeply rooted in consumer protection principles, arguing that consumers should have the freedom to repair their own products rather than being forced into expensive manufacturer-certified repair services or premature replacement purchases. The second motivation aligns with sustainability goals pursued by governments

and international organizations that seek to reduce waste and pollution in response to climate change.<sup>1</sup>

The right to repair constitutes one of the most significant aspects of consumer rights, particularly when framed within the context of a warranty. This right directly stems from the obligations undertaken by the manufacturer, importer, representative, or seller. A warranty is a binding commitment that allows the consumer to request a free repair in the event of a defect in the product within a specified period. The legal structure governing this commitment—especially the agency relationship and the interaction among various actors in the supply chain—has a direct bearing on the practical enforcement of the right to repair.

### **5.1. The Role of the Representative in Implementing the Right to Repair under Warranty**

Under Iranian law, a representative operates within the scope of authority delegated by the principal (manufacturer or importer). Based on agency principles, any obligations assumed by the representative toward the consumer—such as those arising under a warranty—are generally attributable to the principal. Accordingly, if the representative undertakes, within the scope of their mandate, to repair a product within the warranty period, such an obligation will be binding on the manufacturer. This approach is reflected in Note 3 to Article 3 of the Regulation on the Activities of Importers of Capital and Durable Consumer Goods (enacted on January 12, 2012), which explicitly provides that if the representative changes, the obligations of the previous representative are transferred to the new one. Furthermore, Note 4 of the same article obliges the foreign company, following the termination of the agency, to continue fulfilling its prior obligations and to appoint a new representative. These legal provisions confirm that the consumer's right to services such as product repair remains intact despite any change in representation, and that the transfer of warranty obligations ensures the continuity of this right.

Nevertheless, if the representative acts outside the bounds of their authority or contrary to the terms of the warranty—for instance, by agreeing to repair a product for which physical damage is excluded under the warranty—they shall bear personal liability unless the principal expressly ratifies the commitment.<sup>2</sup> According to Article 247 of the Iranian Civil Code, acts performed without permission or beyond the scope of the given authority are only effective upon subsequent ratification by the principal. Should the representative commit a breach in the course of duty, they may be held contractually liable or, in the absence of a contract, incur tortious liability.<sup>3</sup>

### **5.2. The Role of Warranty in Establishing the Right to Repair for Consumers**

In practice, warranties play a vital role in confirming the consumer's right to repair. Depending on the nature of the product, how the warranty is activated, and who is identified

1 DiMatteo, (n 36) 53.

2 Esmacil Safaei, Abbas Hossaini and Mohammad Emami, *Civil Law* (SAMT 2005) 141.

3 Hamdreza Hajjani, *Liability of the Agent in Iranian Law and Imamiyyah Jurisprudence* (Mizan 2013) 98–99.

as responsible in the sales chain, the right to repair may be claimed from the manufacturer, importer, representative, or seller.

For goods requiring specialized installation (e.g., refrigerators or air conditioners), the warranty is valid only if the installation is carried out by an authorized agent and the warranty certificate is officially completed. In such cases, the consumer may claim repair only from the authorized representative or the manufacturer, and the seller does not play a direct role in the warranty process.<sup>1</sup>

For goods that do not require specialized installation, the seller typically completes and delivers the warranty certificate to the consumer. At first glance, this action may appear to impose an obligation in favor of a third party (i.e., the manufacturer), but in practice it rests on an agency relationship implicitly granted by the manufacturer or its official representative. Consequently, the consumer may invoke the warranty and claim the right to repair. This practice is also validated and reinforced by prevailing commercial custom.<sup>2</sup>

From a legal standpoint, this arrangement constitutes a form of third-party beneficiary contract, which—despite the principle of privity of contract enshrined in Article 231 of the Iranian Civil Code—is enforceable by the consumer. Such exceptions to privity are widely accepted in various legal systems, allowing consumers to directly claim performance from the warrantor.<sup>3</sup>

## 6. Final Analysis in Iranian Law

The Iranian legal system still adopts a limited approach toward the right to repair, treating it primarily within the confines of contractual warranties. While Article 20 of the Executive Regulations on Home Appliances and its annexed notes define a ten-year period for after-sales service obligations, in practice, this period is limited to the supply of spare parts and repairs at a capped cost. There is no legal requirement to train independent repairers or to make spare parts available on the open market. As a result, repair remains monopolized by authorized dealers, leading to higher costs and reduced accessibility for consumers.

In the *Consumer Protection Law for Automobiles*, the right to repair is also largely confined to the warranty period, with enforceability limited to complete replacement for recurring defects or prolonged vehicle downtime (Article 4). However, even in this law, no explicit obligation is imposed on manufacturers or importers to provide public access to diagnostic tools and technical information for independent repairers. Consequently, the system diverges from principles of free competition and equitable access to technical services.

Despite the important role of warranties in protecting consumer rights, it must be acknowledged that the scope and function of this legal institution are inherently limited to a specific time frame and to narrowly defined powers concerning the repair or replacement of goods. Whether in the form of contractual commitments or statutory guarantees, warranties

1 Mohammad Ghasemi, Alireza Rezaei and Shima Bakhshi, 'Legal Analysis of Consumer Rights in the Warranty System' (2018) *Economic Law Quarterly* 92.

2 Ibid. 93.

3 Abdipourfard Ali, *General Theory of Contracts in Iranian Law* (Mizan 2013) (in Persian).

primarily aim to ensure a product's initial functionality for a predetermined period following purchase. Once this period expires, consumers are, in practice, deprived of a substantial portion of legal protection. By contrast, the right to repair encompasses a significantly broader scope, both in terms of temporal continuity—extending beyond warranty periods—and in terms of substantive content, as it includes the consumer's freedom to choose the method, tools, and service providers for repairing their products.

From this perspective, recognizing the right to repair within the Iranian legal system appears to be an undeniable necessity. This right can operate as a complementary legal mechanism to warranties by addressing the protection gap that emerges after warranty periods expire. While warranties constitute time-limited obligations that are largely controlled by manufacturers, the right to repair is grounded in the consumer's ownership of the product and secures their autonomy in deciding whether to repair, upgrade, or continue using the good. Consequently, consumer protection is extended beyond the stage of "initial product performance" to encompass the broader objective of "long-term and sustainable usability."

The importance of recognizing this right becomes even more pronounced in light of planned obsolescence. In many instances, manufacturers design products in a manner that leads to malfunctions or diminished performance shortly after the warranty period expires, thereby encouraging consumers to replace goods and purchase new products. Since this process typically unfolds after warranty coverage has ended, traditional consumer protection mechanisms prove inadequate in addressing it. Under such circumstances, effective prevention of planned obsolescence requires the formal recognition and protection of the right to repair—a right that ensures consumer access to spare parts, technical information, and independent repair services, while reducing dependence on manufacturer-imposed consumption cycles.

At the same time, it must be emphasized that the mere existence of after-sales services cannot fulfill the functions of the right to repair. Although both the right to repair and after-sales services relate to the repair and maintenance of goods after sale, they differ fundamentally in terms of their legal nature and scope. After-sales services constitute a contractual and commercial arrangement in which the conditions, duration, and manner of performance are largely determined by the manufacturer or seller, leaving the consumer in a relatively passive and constrained position. By contrast, the right to repair is grounded in the consumer's ownership of the product and guarantees their autonomy in choosing repair methods and service providers, accessing spare parts and technical information, and even carrying out repairs independently. Unlike after-sales services, which are typically limited to a specific time period and to manufacturer-authorized repair networks, the right to repair has temporal continuity and remains applicable even after the expiration of warranty coverage. Accordingly, the right to repair should be understood not as an optional service, but as a protective, mandatory legal institution aimed at strengthening consumer rights and reducing consumer dependence on manufacturers' commercial policies.

Another major challenge in Iran is the absence of an independent, specialized body to resolve repair-related disputes. While the European Union has developed various mechanisms such as *Alternative Dispute Resolution (ADR)* and *Online Dispute Resolution (ODR)* to address consumer

disputes efficiently, Iranian law primarily refers such cases to Dispute Settlement Boards or formal courts, which are both time-consuming and costly (Article 3 of the Automotive Law).

**Critical Summary:**

Although Iranian regulations in the field of repair rights during the warranty period acknowledge the minimal obligations of manufacturers and importers, and in some instances provide for product replacement or refund guarantees, there remain substantial shortcomings in the following areas:

- Lack of a legally binding and comprehensive extension of repair rights beyond the warranty period;
- Absence of public access to spare parts, repair manuals, and tools;
- Monopolization of repair services by authorized dealers, with no recognition of independent or home-based repair rights;
- Lack of a competitive framework for repair services and insufficient support for small, independent repair businesses;
- Institutional weakness in monitoring and resolving technical-commercial disputes.

Accordingly, similar to the challenges observed in the EU legal system, Iran also faces considerable difficulties in enforcing the right to repair, particularly beyond the warranty period. However, the key difference is that the European Union has taken active steps, through the enactment of binding supranational legislation, to enhance public access, reduce monopolization, and promote transparency in repair services. In contrast, Iran's legal framework still requires fundamental reforms to effectively recognize and support the right to repair beyond the confines of contractual warranties. Looking ahead, this issue could serve as a key axis for reform in Iran's consumer protection regulations.

## Conclusion

The Right to Repair has evolved from a niche consumer rights movement to “a reality from which we cannot and should not escape”. This transformation reflects a fundamental shift in priorities, as environmental concerns increasingly outweigh purely economic considerations in policy discussions. The “impending climate catastrophe” has altered the political calculus around repair rights, diminishing the influence of particular economic interests in favor of broader societal benefits that come from extending product lifespans and preserving natural resources. The movement continues to gain momentum globally, with legislative initiatives advancing across the United States, European Union, and other nations. These efforts aim not only to expand consumer repair options but also to achieve broader environmental and social goals by “reducing electronic waste, protecting the environment, and promoting sustainable living”.

The movement's focus on extending device lifespans through repair and refurbishment serves the dual purpose of reducing electronic waste while protecting repair and refurbishment labor markets. Despite this progress, significant challenges remain. The persistence of two separate repair markets—authorized repair services versus independent and DIY repairers—continues to place the latter group at a disadvantage due to restricted access to repair

information and spare parts. Even in regions with advanced repair legislation, vague terms like “reasonable price” leave room for inconsistent implementation across jurisdictions. Consequently, “repair as a whole, and independent and DIY repair in particular, are still facing great barriers in terms of access, affordability, and behaviors”.

For countries like Iran with less developed repair rights frameworks, these challenges present both obstacles and opportunities. Interventions in policy and legislative frameworks could help establish stronger repair rights, including measures to prevent unfair trade practices and legislation that explicitly recognizes consumers’ right to repair while balancing competition law with intellectual property protection. Educational initiatives to develop repair skills and awareness among consumers could further support the emergence of a repair culture. As the Right to Repair becomes increasingly “a market standard to which all market participants, including consumers, are growing accustomed,” its integration into legal frameworks worldwide appears inevitable. This trend suggests that while the path toward comprehensive repair rights may face continued resistance from manufacturers, the long-term trajectory favors increased consumer repair freedom, reduced electronic waste, and more sustainable product lifecycles—goals that align with both environmental imperatives and consumer interests in Iran and globally.

## References

- Abbas Muhammad Z, 'Patent law and 3D printing applications in response to COVID-19: Exceptions to inventor rights' (2022) 25 *Journal of World Intellectual Property* 317
- Abdipourfard Ali, *General Theory of Contracts in Iranian Law (Mizan 2013) (in Persian)*
- Amir-Moezi Reza, *Comparative Study of Unauthorized Transactions (Majd 2006) (in Persian)*
- Batista-Pritchard LR, Maitre-Ekern E, de Melo Cartaxo T, Cipriano T, Plaatjes J and Montenegro P, 'How circular can we legally be? A research agenda for adaptiveness to close the gap between "traditional" legal concepts and circular innovation' (2024) 12(3) *Journal of Innovation Management I–XIV* [https://doi.org/10.24840/2183-0606\\_012.003\\_L001](https://doi.org/10.24840/2183-0606_012.003_L001)
- Contreras Jorge L, 'Research and repair: Expanding exceptions to patent infringement in response to a pandemic' (2020) 7(1) *Journal of Law and the Biosciences* Isaa014 <https://doi.org/10.1093/jlb/Isaa014>
- DiMatteo LA, 'Right to a clean environment: Role of contracts and contract law' (2019) *Revija Kopaoničke škole prirodnog prava* <https://doi.org/10.5937/RKSPP1901037D>
- Dudás A and Jokanović I, 'The hierarchy of consumer rights in the event of a lack of conformity of the goods in Slovenian, Croatian, and Serbian law' (2023) *Zbornik Radova Pravnog Fakulteta, Novi Sad* <https://doi.org/10.5937/zrpfns57-42941>
- Dunković Davor and Knežević Božidar, 'Extended warranty and its impact on perception in sales promotion of durables' (2023) 21(2) *Business, Management and Economics Engineering* 204–217 <https://doi.org/10.3846/bmee.2023.19081>
- Ghasemi Mohammad, Rezaei Alireza and Bakhshi Shima, 'Legal analysis of consumer rights in the warranty system' (2018) *Economic Law Quarterly (in Persian)*
- Giliker P, 'The Consumer Rights Act 2015 – a bastion of European consumer rights?' (2017) 37(1) *Legal Studies* 78–102 <https://doi.org/10.1111/lest.12139>
- Grinvald Leah Chan and Tur-Sinai Ofer, 'Intellectual property law and the right to repair' (2019) *SSRN Electronic Journal* 62–128 <https://doi.org/10.2139/ssrn.3485821>
- Hajiani Hamidreza, *Liability of the Agent in Iranian Law and Imamiyyah Jurisprudence (Mizan 2013) (in Persian)*
- Hernandez Ricardo J, Miranda Carmen and Goñi Javier I, 'Empowering sustainable consumption by giving back to consumers the "Right to Repair"' (2020) 12(3) *Sustainability* 850 <https://doi.org/10.3390/su12030850>
- Imarhiagbe Michael, 'Right to repair in EU competition law' (2022) 5(1) *Nordic Journal of European Law* 166–173
- Islamic Republic of Iran, Civil Code of the Islamic Republic of Iran, Articles 231 and 247 (n.d.) (in Persian)*
- Jie L, Liu W, Li M and Li J, 'Sub-Region Warranty Differential Pricing Optimization Strategy Based on Regional Granularity of Use Reliability' (2020) 8 *IEEE Access* 95523–95539
- Kanceljak I, 'Reform of consumer sales law of goods and associated guarantees – Possible impact on Croatian private law' (2018) 2 *EU and Comparative Law Issues and Challenges Series (ECLIC)* 586–612 <https://doi.org/10.25234/ecllc/7128>
- Kissova J and Dubcova G, 'Current measures and challenges to strengthen consumer protection' (2021) 115 *SHS Web of Conferences* 03007 <https://doi.org/10.1051/shsconf/20211150300>
- Lebloch K and Rafetseder A, 'Laying foundations for a "Right to Improve"' (2024) 3 *Frontiers in the Internet of Things* 1–12 <https://doi.org/10.3389/friot.2024.1321263>
- López Bermúdez Francisco and Vence Xavier, 'The European Directive on Common Rules Promoting the Repair of Goods: A critical assessment of its drafting process' (2024) 33(2) *Revista Galega de Economía* 1–24 <https://doi.org/10.15304/rge.33.2.9429>
- Mak V, 'Redefining equality in European contract law: Protecting consumer interests in a post-consumer society' (2024) 3 *European Law Open* 561–586 <https://doi.org/10.1017/elo.2024.42>
- Malinauskaitė Jurgita and Erdem Fatih, 'Planned obsolescence in the context of a holistic legal sphere and the circular economy' (2021) 41(3) *Oxford Journal of Legal Studies* 719–749 <https://doi.org/10.1093/ojls/gqaa061>
- Manwaring Kayleen, "'Slowing down the loop": Smart devices and the right to repair' (2024) 38 *International Review of Law, Computers & Technology* 268–296 <https://doi.org/10.1080/13600869.2024.2324535>
- Marques CL and Pfeiffer RA, 'Dissemination of Consumer Law and Policy in Brazil: The Impact of EU Law' (2022) 45 *Journal of Consumer Policy* 27–48
- Ministry of Industry, Mine and Trade, *Regulations on the Activities of Importers of Capital and Durable Consumer Goods (enacted 22 January 2012) (in Persian)*
- Nogueira A, 'Are soft legal measures in circular economy action plans enough to permeate EU strong economic core regulations bringing systemic sustainable change?' (2022) *Circular Economy and Sustainability* 1–24 <https://doi.org/10.1007/s43615-022-00188-0>
- Ozturkcan Sila, 'The right-to-repair movement: Sustainability and consumer rights' (2023) 14 *Journal of Information Technol-*

- ogy Teaching Cases 217–223 <https://doi.org/10.1177/20438869231178037>
- Philippe E, 'Sustainability: Extending the [virtue of personal data legislation to goods](#) and products' (2020) 14 OS.LAW <https://doi.org/10.15388/OS.LAW.2020.14>
- Reisenwitz TH and Gupta S, 'Brand Loyalty and [Store Loyalty For Consumers Purchasing](#) A Product Warranty In A Health Care Setting: An Investigation of The Differences Across Gender, Age, and Income Groups' (2016) 32(2) Journal of Business Strategies 1–14
- Roy Surajit Kumar and Sen Nilanjana, 'Right to repair: *A reflective facet of consumer justice*' (2023) 32(2) Studia Iuridica Lublinensia 11–34 <https://doi.org/10.17951/sil.2023.32.2.11-34>
- Safaei Esmail, Hossaini Abbas and Emami [Mohammad, Civil Law \(SAMT 2005\) \(in Persian\)](#)
- Singh Jagdeep, Cooper Tim, Cole Christine, Gnanapragasam Arul and Shapley Michael, 'Evaluating approaches to resource management in consumer product sectors: An overview of global practices' (2019) 235 *Journal of Cleaner Production* 218–234 <https://doi.org/10.1016/j.jclepro.2019.03.203>
- Tischner Anna and Stasiuk Karolina, 'Spare parts, repairs, trade marks and consumer understanding' (2023) 54 *IIC – International Review of Intellectual Property and Competition Law* 26–60 <https://doi.org/10.1007/s40319-022-01274-8>
- van der Velden M, Maitre-Ekern E and Wanja DK, 'The Role of Independent Repair in a Circular and Regenerative Economy' (2023) 4 *Circular Economy and Sustainability* 2981–3006 <https://doi.org/10.1007/s43615-023-00304-y>