



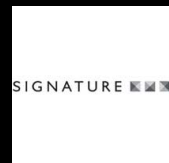
The Legal 500 Country Comparative Guides

France

PRODUCT LIABILITY

Contributor

Signature Litigation AARPI



Sylvie Gallage-Alwis

Partner | sylvie.gallage-alwis@signaturelitigation.com

Alice Decramer

Associate | alice.decramer@signaturelitigation.com

Elias Boukachabine

Associate | elias.boukachabine@signaturelitigation.com

Nikita Yahouedeou

Associate | nikita.yahouedeou@signaturelitigation.com

This country-specific Q&A provides an overview of product liability laws and regulations applicable in France.

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FRANCE

PRODUCT LIABILITY



1. What are the main causes of action upon which a product liability claim can be brought in your jurisdiction, for example, breach of a statutory regime, breach of contract and/or tort? Please explain whether, for each cause of action, liability for a defective product is fault-based or strict (i.e. if the product is defective, the producer (or another party in the supply chain) is liable even if they were not individually negligent).

The primary cause of action is the strict defective product liability statutory regime established by a dedicated EU directive (85/374/EEC) codified in Articles 1245 to 1245-17 in the French Civil Code by law no. 98-389 of 1998. It holds the manufacturer/distributor/seller liable for their product's defect when it has caused damage to someone.

Consumer law plays an important role since it provides for a general product safety obligation. Directive 2001/95/EC is transposed into the French Consumer Code and enshrines a fundamental right to safety for customers (Article L.421-3 of the French Consumer Code).

Tort law is also relevant as the manufacturer's/distributor's/seller's liability can be sought for any damages somehow caused by their product where such damage does not result from a breach of a contractual obligation. This is a fault-based liability regime.

Contract law, sales law, and statutory warranties can also apply. Besides, in the event of bodily injury or lack of compliance with a specific regulation, criminal law may also come into play. Except for the liability for defective product, all other regimes of liability are generally fault-based liability regimes.

2. What is a 'product' for the purpose of the relevant laws where a cause of action exists? Is 'product' defined in legislation and, if so, does the definition include tangible products only? Is there a distinction between products sold to, or intended to be used by consumers, and those sold for use by businesses?

A "product" is defined under Article 1245-2 of the French Civil Code, which provides for a broad definition. A product refers to "any movable asset, even where it is incorporated into an immovable asset, including the products of the soil, stock-farming, hunting and fishing. Electricity is considered as a product".

No distinction is made between tangible and intangible assets, the only criteria on the nature of the asset is that it must be a movable asset.

The definition of product thus encompasses elements of the human body, the products derived from it, and software. In a written question submitted by a Member of Parliament to the Ministry of Justice on 15 June 1998, the Minister of Justice clarified that the product liability regime was applicable to software as they fall within the legal category of movable assets, but specified that the application of these texts *"only covers situations where the software would be the direct cause of a damage to personal or assets security"*. This approach reflects a response from the European Commission which, answering to a written question, confirmed that the European Union's Directive is applicable to software. This is further clarified by the Proposal for a Directive on liability for defective products (COM/2022/495 final) which reads, at Article 4: *"'Product' includes electricity, digital manufacturing files and software"*.

3. Who or what entities can bring a claim and for what type(s) of damage? Can a claim be brought on behalf of a deceased

person whose death was caused by an allegedly defective product?

There are no restrictions on who can bring a claim based on the strict defective product liability regime. The claimant is only required to prove the defect of the product, the damage suffered and the causal link between the damage and the defect. The damage can be direct and indirect, opening a claim to contractors down the supply chain or the heirs of a deceased person.

4. What remedies are available against a defendant found liable for a defective product? Are there any restrictions on the types of loss or damage that can be claimed?

French law provides for compensatory damages with the primary objective of fully compensating the entire damage, but only the damage claimed. As such, punitive damages are not allowed under French law. Compensation can be partial when the damage claimed is not exclusively due to the defect in the product.

The damages that can be compensated are the ones resulting from an injury to the person, as well as the losses exceeding a certain amount which are resulting from a damage to a property other than the defective product itself, according to Article 1245-1 of the French Civil Code.

Examples of losses commonly compensated are provided in Question 15 below. The damage must, however, be direct, certain and determined. Recently, the French Supreme Court ruled that pure economic damage suffered by a winegrower because of the alteration of its wine's taste could be compensated given that the Court of Appeal had noted that the wine has deteriorated as a result of its pollution by the products claimed to be defective (French Supreme Court, 9 December 2020, case no. 19-17.724). In order to be compensated, the claimant must prove all the elements above-mentioned.

In addition, the French Supreme Court has overturned its case law on 11 July 2018 and now considers that damage caused to professional property falls within the scope of the product liability regime (case no. 17-20.154).

On top of damages, the successful party can recover all procedural costs listed in Article 695 of the French Code of Civil Procedure (such as court-appointed experts' fees, witnesses' expenses or services fees) (Article 696 of the French Code of Civil Procedure).

Any other legal costs incurred by a party, such as legal fees, fall under the scope of Article 700 of the French Code of Civil Procedure, which states that the court will order the party bearing the court costs, or failing that the losing party, to pay to the other a sum determined by the court corresponding to the costs incurred that are not included in the procedural costs. The losing party will never have to reimburse the full amount spent by the winning party. The court will assess, on a case-by-case basis, what amount

it would be fair to grant, taking into account equity or the economic position of the paying party and the amount of damages granted.

5. When is a product defective? What must be shown in order to prove defect?

Pursuant to Article 1245-3 of the French Civil Code, a product is defective when it does not offer the level of safety that a person could legitimately expect.

Various factors must be taken into account when assessing the defect, such as the presentation of the product, its reasonable use and the date on which it was placed on the market. Product presentation refers to the information provided by the manufacturer or supplier about the product. The lack of safety may therefore result from insufficient information on the potential hazards of the product, without it necessarily being affected by an internal defect (French Supreme Court, 9 December 2020, case no. 19-17.724). Article 1245-9 of the French Civil Code provides that there can be a defect even if the product was manufactured in compliance with applicable standards or was granted an authorisation to be placed on the market by the competent authorities.

6. Which party bears the burden of proof? Can it be reversed?

Under Article 1245-8 of the French Civil Code, the burden of proof lies with the claimant who must prove: the damage, the defect, and the causation between the damage and the defect.

This being said, in practice, French courts tend to shift the burden of proof onto the manufacturer. The latter often must demonstrate, when it cannot prove a flagrant misuse of the product by the claimant, that its product is compliant with the relevant regulations and safe in order to answer the claimant's claim.

The burden of proof also lies with the manufacturer for mass-produced products. If one piece of a batch is

alleged to be defective, the manufacturer must prove the absence of serial defect. This is very important when looking at case law such as the Boston Scientific case, which gave rise to a judgment by the Court of Justice of the European Union on 5 March 2015 (Cases C-503/13 and C-504/13, Boston Scientific Medizintechnik GmbH v AOK Sachsen-Anhalt and Others). Interpreting Article 6 of Directive 85/374/EEC of 25 July 1985 on liability for defective products, the Court ruled in particular that where products belonging to the same production series have a potential defect, it is fair to classify all products in that production series as defective without the need to establish that any specific product is actually defective.

More generally, in most product liability cases giving rise to preliminary expert proceedings, whereby a court-appointed expert tries to determine the origin of the damage, manufacturers tend to make greater effort to demonstrate the lack of defect, in particular by commissioning tests, filing technical documents and providing explanations. These efforts are necessary as French courts tend to be favourable to claimants by giving credit to evidence that do not prove adequate causal link or equivalence of causes (the two theories of causation co-existing in French law), but which are in fact presumptions. However, manufacturers can rely on an established line of case law according to which the mere involvement of a product in the occurrence of damage is not sufficient to establish its defect within the meaning of Article 1245-3 of the French Civil Code.

7. What factors might the court consider when assessing whether a product is defective? To what extent might the court account for a breach of regulatory duty, such as a breach of a product safety regulation?

French courts consider a product defective when it does not offer the safety that can legitimately be expected of the product. Given this broad conception of the defect, the presentation of the product, its reasonable use, the date of its placing on the market, as well as internal factors will be looked at to assess whether a product is defective.

A breach of any regulation is systematically considered as a defect of the product. For example, in the Monsanto case (French Supreme Court, 21 October 2020, case no. 19-18.689), the absence of a regulatory information on the label of a product was considered by the French Supreme Court as a defect.

8. Who can be held liable for damage caused by a defective product? If there is more than one entity liable, how is liability apportioned?

Pursuant to Article 1245-5 of the French Civil Code, liability primarily lies with the manufacturer of the finished product, the manufacturer of a raw material, or the manufacturer of a component of the finished product, depending on which part is alleged to be defective. Can also be considered as a manufacturer any person who introduces itself as a manufacturer by affixing its name, trademark or brand or other distinctive sign on the product or as the person or entity who imports the product into the European Union with a view to selling, leasing with or without a promise to sell, or any other form of distribution.

If the manufacturer is unknown, the seller, the lessor or any other professional supplier shall be held liable for the product defect, under the same conditions as the manufacturer but they are not liable if they identify their own supplier or the manufacturer. If a judgment is handed down against them, they may bring a claim against the manufacturer for reimbursement (Article 1245-6 of the French Civil Code).

In the event of damage caused by a defect in a product incorporated into another, the manufacturer of the component part and the manufacturer of the finished product could be held jointly and severally liable.

9. What defences are available?

France's implementation of the European directive on liability for defective products (85/374/EEC) into Article 1245-10 of the French Civil Code allows for five defences:

- the product was not placed on the market,
- the defect did not exist when the product was placed on the market or the defect arose afterwards,
- the product was not intended for sale or distribution,
- the state of technical or scientific knowledge at the time the product was placed on the market did not allow the existence of the defect to be detected (development risk defence),
- the defect is due to the product's compliance with mandatory regulatory or legislative requirements.

Regarding the development risk defence, the French

Supreme Court applied it for the first time on 5 May 2021 in a case involving the presence of a dangerous bacteria in a cheese, which does not normally contain it (French Supreme Court, Case no. 19-25.102).

Other defences are also available, in particular when the claimant is at fault, or when its negligence contributed to the damage, in which case the manufacturer's liability can be reduced or excluded (Article 1245-12 of the French Civil Code).

The manufacturer's liability can only be totally excluded if it can prove that the claimant's fault was unforeseeable and irresistible (as in force majeure cases). This is notably the case if the product is used by the claimant in an abnormal way that the manufacturer could have not reasonably expected. Nonetheless, French courts take a very strict approach to this defence, often considering that manufacturers should always expect the worse and most unusual behaviour from users.

Besides, the manufacturer's liability towards the claimant is not reduced where the act or omission of a third party contributed to the damage (Article 1245-13 of the French Civil Code). However, the manufacturer can bring a claim for damages against the third party whose actions caused the damage.

Finally, the manufacturer of components benefits from additional defences. Indeed, they will not be held liable if they establish that the defect is attributable to the design of the product into which their part has been incorporated or to the instructions given by the manufacturer of that finished product.

10. What is the relevant limitation period(s) for bringing a claim? Does a different limitation period apply to claims brought on behalf of deceased persons?

The criterion of the claimant's knowledge is key when it comes to determining whether a claim is time-barred. Articles 1245-15 and 1245-16 of the French Civil Code provide for a double limitation period for products placed on the market after the entry into force of the law dated 19 May 1998 which implements the European directive on liability for defective products (85/374/EEC): the claim must be brought within three years from the date on which the claimant was aware or ought to have been aware of the defect, the damage and the identity of the manufacturer, and in the absence of a fault of the manufacturer, no action can be launched more than ten years after the product was placed on the market.

11. To what extent can liability be excluded, if at all?

Liability may be reduced or excluded depending on the facts of the case: if the damage was caused jointly by a defect in the product and by a fault of the claimant, or the fault of a third party under the claimant's responsibility, such as minor children or employees or exclusively by a fault of the claimant or the person under its responsibility. The manufacturer's liability can only be totally excluded if the latter can prove that the claimant's fault was unforeseeable and irresistible (as in force majeure cases). It is however not possible to limit or exclude liability for the acts of third parties who jointly caused the damage but who are not related to the claimant. However, the manufacturer can bring a claim for damages against the third party whose actions caused the damage (Articles 1245-11 and 1245-12 of the French Civil Code).

It should also be noted that clauses intended to exclude or limit liability for defective products are prohibited. However, for damage caused to goods that are not used by the victim primarily for their own private use or consumption, clauses stipulated between professionals are valid (Article 1245-14 of the French Civil Code).

12. Are there any limitations on the territorial scope of claims brought under a strict liability statutory regime?

In civil matters, such as product liability cases, both national and EU laws make the defendant's domicile in the French territory the primary criterion for the jurisdiction of French courts (Article 42 of the French Code of Civil Procedure). This principle applies equally to domestic and to cross-border cases, provided that no applicable provision or jurisdiction clause agreed upon between the contracting parties precludes it.

The jurisdiction of the French Courts may also result from the location of the claimant's domicile within the French territory. Article R. 631-3 of the French Consumer Code allows the consumer to bring an action either before the court of the place where they resided at the time of the conclusion of the contract, or the court of the place where they resided at the time of the event giving rise to the damage.

Similarly, Article 18 of EU Regulation 1215/2012 states that in matters relating to contracts concluded by consumers, the consumer may bring proceedings against the other party "either in the courts of the Member State in which that party is domiciled or, regardless of the domicile of the other party, in the courts of the place

where the consumer is domiciled”.

13. What does a claimant need to prove to successfully bring a claim in negligence?

Claimants may bring claims on the grounds of fault, including negligence, or on the grounds of the custody of a “thing” (any type of product).

In cases of fault or negligence, the claimant must prove: that he or she has suffered an injury that may be compensated, that the defendant engaged in either negligence or other intentional tortious conduct, and that there is a causal link between the damage and either the negligence or intentional tortious conduct.

In cases involving damage because of the custody of a product, the claimant must not prove a fault or negligence as it falls under a strict liability regime. The claimant must prove that there is an injury that may be compensated a thing (not subject to another specific regime), a damage caused by the thing either in movement or in an abnormal state and that the thing was in the custody of someone. A thing is considered to be in a party’s custody when he or she has the use, direction or control of it.

14. In what circumstances might a claimant bring a claim in negligence?

A claimant may decide to file a claim on the grounds of tort if the conditions for strict liability or contract liability are not met or if the statute of limitation associated with these grounds has expired. Also, there are less defences available to the manufacturer under tort/negligence than under the strict liability regime.

15. What remedies are available? Are punitive damages available?

The principle under French law is that the claimant must be fully compensated, meaning that all the damage shall be compensated, but no more than the damage. This explains why there are no punitive damages in France.

Damages awarded in product liability disputes generally cover economic damages but can also be extended to non-economic damages, such as moral damages. In the case of personal injuries, the claimant is entitled to claim for a wide range of damages as set out in medico-legal rating scales (e.g., see the so-called “Mornet Report”), which encompass pecuniary losses before and after stabilisation, functional impairment, pain and suffering, aesthetic damage, etc.

16. If there are multiple tortfeasors, how is liability apportioned? Can a claimant bring contribution proceedings?

If there are multiple tortfeasors, they may all be held liable. Joint and several liability is allowed if it is provided by law or contract. The claimant can sue any of the tortfeasors, whether only some of them or all of them. Once the claimant has been compensated, contribution proceedings between the tortfeasors may be brought independently.

17. Are there any defences available?

With regard to negligence or intentional tortious conduct, the following defences are available: force majeure (an extraneous event that was unforeseeable and insurmountable), an intervening act of a third party, or the fault or misconduct of the claimant. In the case of a damage linked to the custody of a thing, the owner of the thing is presumed to have control over it. It is however possible to demonstrate that control was transferred to someone else at the time of the damage.

18. What is the relevant limitation period(s) for bringing a claim?

Claimants may bring a claim within five years from the date that the claimant knew or ought to have known that he or she had a claim. However, the limitation period is extended to ten years for claims related to bodily injury or damage caused to the environment.

19. To what extent can liability be excluded, if at all?

Liability may be excluded in the following circumstances: force majeure (an extraneous event that was unforeseeable and insurmountable), an intervening act by a third party, or the fault of the claimant. In cases where the claimant committed a fault, it may lead to either a full exclusion or partial exclusion of liability. However, on 2 June 2021, the French Supreme Court ruled that the fault of the claimant is exonerating only if it caused the damage, and not if it merely aggravated it (case no 19-19.349).

20. Do the laws governing contractual liability provide for any implied terms that could impose liability where the product that is the subject of the contract is

defective or does not comply with the terms of sale?

Yes, subsequent purchasers or owners of the product may seek liability on either the basis of breach of contract or the statutory warranty against hidden defects.

In order to bring a claim for breach of contract, the claimant must demonstrate: a breach of contract, a compensable damage, and a causal link between the breach and the damage. Delivering a product that does not comply with the specifications of the contract is generally considered to be a breach of contract under French law.

For claims under the statutory warranty against hidden defects, the buyer must prove: that (i) the defect was unknown at the time of sale, and that (ii) the defect either renders the product unfit for its intended use or limits its usefulness to such an extent that the buyer would not have made the purchase for the same price in similar circumstances.

21. What remedies are available, and from whom?

Under contractual liability, a party may be forced to perform the contract or the contract can be declared null and void, depending on the ground put forward by the claimant. A third party to the contract can also seek for damages under specific conditions. As for damages, please see answer to question 22.

22. What damages are available to consumers and businesses in the event of a contractual breach? Are punitive damages available?

The principal in French law is that the claimant must be fully compensated, meaning that the entire damage must be compensated, but only the damage. This explains why there are no punitive damages in France.

The damages awarded generally cover economic damages but can also be extended to non-economic damages such as moral damages. In the case of personal injuries, the claimant is entitled to claim for a wide range of damages as set out in medico-legal rating scales (e.g., see the so-called "Mornet Reference"), which encompass pecuniary losses before and after stabilisation, functional impairment, pain and suffering, aesthetic damage, etc.

23. To what extent can liability be excluded, if at all?

Contractual liability may be excluded if the defendant can prove: force majeure (an extraneous event that was unforeseeable and insurmountable), an intervening act of a third party, or a contributory negligence or fault of the claimant. In cases of contributory negligence or fault by the claimant, liability may be partially or fully excluded. However, for the statutory warranty against hidden defects, French courts make it more challenging to exclude or limit liability.

24. Are there any defences available?

Defences differ on the cause of action chosen by the claimant.

With regards to a breach of contract, the following defences are available to manufacturers: force majeure (an extraneous event that was unforeseeable and insurmountable); and/or a fault committed by the claimant or a third party or contributory negligence that could result in shared liability. Contractual liability is time-barred five years after the date on which the claimant knew or ought reasonably to have known of the facts on which the action is based.

For the statutory warranty against hidden defects, the manufacturer cannot claim that he or she was not aware of the existence of the defect. The manufacturer can escape liability by demonstrating that the defect was apparent at the time of the sale. However, the definition of an apparent defect depends on the professional knowledge of the purchaser of the product and case-law specifies that buyers do not have to carry out a thorough verification at the time of delivery. Actions under this regime must be brought within two years of the discovery of the defect, but no later than twenty years after the sale.

25. Please summarise the rules governing the disclosure of documents in product liability claims and outline the types of documents that are typically disclosed.

There are no procedures for disclosure/discovery of documents under French civil law. Parties are free to select the documents they wish to disclose during the proceedings.

They can, however, request the production of evidence that has not been disclosed by the other party or that is detained by a third party, but only under very strict

conditions. Parties can indeed request preliminary inquiries prior to the proceedings on the merits, “if there is a legitimate reason to preserve or to establish [...] evidence of facts upon which the outcome of the dispute depends” (Article 145 of the French Code of Civil Procedure). If the conditions are met, the court may order investigative measures to gather evidence. The requesting party must properly identify the document sought as so-called “fishing expeditions” are not allowed (Articles 138 and 139 of the French Code of Civil Procedure).

26. How are product liability claims usually funded? Is third party litigation funding permitted in your jurisdiction and, if so, is it regulated?

Product liability claims are generally funded by the clients. Under the lawyer’s rules of professional conduct, success fees that equate to all legal fees are prohibited. However, it is possible for the client to agree to a success fee in addition to the regular legal fees depending on the services provided or the outcome of the case. Third-party funding is not prohibited in France, but it is not a common practice yet. For lawyers, the main difficulty relates to professional responsibility rules, which require that payment only comes from the client and that confidential information about the case may not be shared by the lawyer to anyone other than the client.

27. Can a successful party recover its costs from a losing party? Can lawyers charge a percentage uplift on their costs?

The successful party can recover all procedural costs listed in Article 695 of the French Code of Civil Procedure (such as court-appointed experts’ fees, witnesses’ expenses or services fees) (Article 696 of the French Code of Civil Procedure).

Any other legal costs incurred by a party, such as legal fees, fall under the scope of Article 700 of the French Code of Civil Procedure, which states that the court will order the party bearing the court costs, or failing that the losing party, to pay to the other a sum determined by the court corresponding to the costs incurred that are not included in the procedural costs. The losing party will never have to reimburse the full amount spent by the winning party. The court will assess, on a case-by-case basis, what amount it would be fair to grant, taking into account equity or the economic position of the paying party and the amount of damages granted.

28. Can product liability claims be brought by way of a group or class action procedure? If so, please outline the mechanisms available and whether they provide for an ‘opt-in’ or ‘opt-out’ procedure. Which mechanism(s) is most commonly used for product liability claims?

France has decided to implement a collective redress mechanism, which focuses on specific sectors and can expand together with the types of issues that may be raised against companies. A “class action” for consumer claims was first created in 2014, together with competition-related class actions (“follow-on actions”), before specific class action schemes were introduced for discrimination, health and cosmetics, environmental and data privacy related issues. All mechanisms are opt-in actions. In order to bring a group action, at least two individuals placed in a similar situation need to request an approved consumer association or entity to take the case to court and represent the group. Depending on the type of mechanism at stake (consumer or health, for instance), there are specific associations that can launch such claims. The court will first rule on the merits of the case and on the liability of the defendant. If damages are awarded, the non-profit association will be responsible for managing the group, collecting the necessary information, and distributing the individual damages with the court’s approval.

There is a pending reform which is being discussed, aiming at opening up the types of claims that can be brought through collective redress and the types of claimants for such claims. In February 2024, the reform went through a second reading in the French National Assembly (*i.e.* the lower house of the bicameral French Parliament).

29. Please provide details of any new significant product liability cases in your jurisdiction in the last 12 months.

On 15 November 2023, the French Supreme Court recognised the possibility for victims suffering heart damage as a result of taking Mediator to bring an action on the grounds of tort law, despite the fact that they were time-barred from bringing an action on the basis of strict defective product liability statutory regime.

The Versailles Court of Appeal dismissed all the victims’ claims, ruling that the manufacturer’s wilful negligence in knowing that Mediator was defective but deliberately keeping the product in circulation did not constitute a fault separate from the product’s safety defect. The

Versailles Court of Appeal therefore held that the statutory regime of liability for defective products was applicable in this case, but that the plaintiff's action was time-barred.

The French Supreme Court overturned this position, pointing out that it follows from Article 1245-17 of the Civil Code, which transposes council directive 85/374/EEC of 25 July 1985, that the regime established by said directive does not exclude the application of other contractual or non-contractual liability regimes based on different grounds, such as the warranty for latent defects or the fault.

These decisions therefore confirm the admission of a combination of legal grounds and hold that tort law may still be engaged notwithstanding the defectiveness of the product when a separate fault is established, as in this case the fact that the manufacturer kept on the market a product known to present a risk (French Supreme Court, 15 November 2023, cases no. 22-21.174, 22-21.178, 22-21.179, 22-21.180).

30. Are there any policy proposals and/or regulatory and legal developments that could impact the current product liability framework, particularly given the advancements in new technologies and increasing focus on the circular economy?

With the development of the circular economy in France, manufacturers are facing challenging regulatory requirements which require change in the supply chain. Law no. 2020-105 of 10 February 2020 and Law no. 2021-1104 of 22 August 2021 have created new rules aiming at reaching more sustainable production and consumption. The most emblematic labelling/marketing requirements are the Triman logo and Info-Tri-information, which are now mandatory. Article L. 541-9-3 of the French Environmental Code provides that the purpose of the Triman logo is to inform the consumer of the fact that the product is subject to waste sorting rules, while the Info-Tri information specifies "the conditions of the sorting or contribution of the waste resulting from the product". They are applicable to all products placed on the French market for households and whose issuer is falling under the extended manufacturer responsibility scheme ("EPR"), with the

exception of household glass beverage containers.

Depending on the type of products placed on the French market, manufacturers must provide some other environmental information such as information on the environmental qualities and features of waste-generating products (Decree no. 2022-748 of 29 April 2022), or the environmental labelling on the social and environmental impacts of a product (Article L. 541-9-12 of the French Environmental Code), and the reparability index (Article R. 541-210 of the French Environmental Code). The latter will be replaced by the durability index over the years which adds two criteria to the reparability criterion: product reliability and upgradeability. The aim is to encourage manufacturers to focus on the longevity of products while inciting consumers to opt for durable products and repair them in case of breakdown. The durability index will first apply to televisions from 1 October 2024 and then to washing machines from 1 January 2025.

2024 will also see new obligations relating to online marketplaces, with the aim of improving the identification of sellers, providing fuller information about the products being sold and better relaying of measures to withdraw and recall non-compliant or dangerous products. These new obligations stem from the EU's Digital Services Act of 19 October 2022.

31. What trends are likely to impact upon product liability litigation in the future?

The rise in regulations relating to the environmental impact of products and manufacturing process is certainly affecting product liability litigation. We observe an increase in the number of investigations carried out by the French market surveillance authority into environmental-related claims, product reparability, etc. with the aim of characterizing misleading commercial practices or planned obsolescence, which are criminal offences in France.

The exponential growth and influence of artificial intelligence will also have an impact on product liability litigation, especially as the forthcoming directive on liability for defective products will address the issue of damage stemming from AI systems, and as a specific regulation on AI is expected.

Contributors

Sylvie Gallage-Alwis
Partner

sylvie.gallage-alwis@signaturelitigation.com



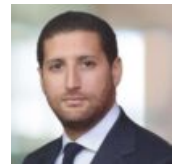
Alice Decramer
Associate

alice.decramer@signaturelitigation.com



Elias Boukachabine
Associate

elias.boukachabine@signaturelitigation.com



Nikita Yahouedeou
Associate

nikita.yahouedeou@signaturelitigation.com

