



JOINT FAO/WHO FOOD STANDARDS PROGRAMME

CODEx COMMITTEE ON FOOD LABELLING

Forty-eighth Session

Quebec City, Canada

27 October – 1 November 2024

Comments from ICBA

Agenda item 5: Food Allergen Labeling (CX/FL 24/48/5: [Part A](#), [Part A Add.1](#), [Part B](#), [Part B Add.1](#))

Part A.

ICBA draws CCFL's attention to two aspects of provision 4.2.1.7. on sulphites.

(i) **Relative to paragraph 22 in CRD2 (virtual working group report)**, ICBA can support the proposed removal of the bracketed text such that it reads:

4.2.1.7 Sulphite when present in concentrations of 10 mg/kg or more⁹ in a food ~~[as offered to the consumer/as consumed]~~ shall always be declared using the specified name 'sulphite' or 'sulfite' in addition to or as part of the ingredient name.

In the end, the safety of the consumer – whether or not they follow the labeled instructions – must be considered, particularly those who have sensitivities to sulphites. It would be more appropriate to err on being more conservative by ensuring the 10 mg/kg declaration threshold applies to the food as sold. The alternative would be to have the 10 mg/kg declaration threshold apply to the food as consumed, and the consumer – who decides not to follow the labeling instructions – consumes the products without reconstitution and experiences a reaction because the sulphite concentration in the food as sold was higher than the 10 mg/kg declaration threshold. For this reason alone, it is appropriate guidance to the consumer if product manufacturers declare sulphite concentration in excess of 10 mg/kg for the food “as sold”.

(ii) **Relative to paragraph 21 in CRD 2**, ICBA requested a slight edit to the now footnote 9 (see p.10, CRD2) to eliminate repetition. As currently written, both “as the total concentration of sulphur dioxide (SO₂)” and “on a sulphur dioxide (SO₂) equivalents basis” signify the same concept. To help remove the duplicative language – and as acknowledged in CRD 2 – ICBA suggested deleting one of the phrases and shortening the footnote to:

Revised footnote 9: Sulphite measured ~~as the total concentration of sulphur dioxide (SO₂) and on a sulphur dioxide (SO₂) equivalents basis.~~

Part B. Precautionary Allergen Labeling (PAL), Section 4.3 and Table 4.3.1.

ICBA draws the Committee's attention to the statements in CRD2 paragraphs 58 and 60, where further discussion of how to approach precautionary allergen labeling (PAL) for gluten-containing cereals was encouraged at CCFL48. ICBA notes that there is no reference dose established for gluten in individuals with coeliac disease. Nevertheless, any reference dose established, and subsequent action level specified, must be greater than the current threshold of 20 mg/kg that qualifies a food as “gluten free”.¹ An appropriate action level will ensure measures for PAL implementation are targeted and appropriate.

Agenda item 6: Guidelines on the provision of food information for pre-packaged foods to be offered via e-commerce (CX/FL 24/48/6, [Add. 1](#))

¹ Joint Expert Report on Risk Assessment of Food Allergens [Part 3](#): Review and Establish Precautionary Labelling in Foods of the Priority Allergens

ICBA draws the Committee's attention to the use of two concepts mentioned in these draft guidelines: "durability" and "additional costs". Both terms are ambiguous and open to interpretation, introducing uncertainty in how these aspects of the guidelines may be operationalized.

Durability

Relative to durability, we agree that consumers have the right to expect timely delivery of food purchased online. However, there are logistical complexities associated with specifying a minimum number of days, particularly when stocks are constantly rotating in warehouses. E-Retailers have their own respective practices when dealing with product storage in warehouses, and different e-retailers may have different practices. Further, setting an arbitrary minimum number of days could inadvertently contribute to food waste (particularly when differences in product characteristics are not accounted for). Importantly, similar to what happens at the grocery store, if the purchased product is or will be past its "best before" / "use by" date or unfit for consumption within the specified window of time after delivery, the consumer is able to return or exchange the product.

Nevertheless, if guidance for providing information about the delivery policy (relative to the product's "best before" or "use by" date) is desired, it should specify that the e-retailers of these products are the responsible parties. e-Retailers have control over their storage and warehousing practices and are the only ones in the position to manage timely delivery of products to consumers.

ICBA recognizes the significant effort made during the virtual working group (vWG) to reach a compromise on the "durability" issue. ICBA proposes a slight tweak (in bold) to the vWG compromised text in CRD3 to further clarify who the responsible party is:

"6.2 A statement may be provided on the product information e-page prior to the point of e-commerce sale to inform the consumer about the **seller/e-retailer's** policy on shipping their pre-packaged foods in relation to their date marking/~~best before, best quality before, use by, or expiration date.~~]"

Seller/e-Retailer: ICBA notes the term "seller" is more ambiguous than "e-retailer" and, in fact, "seller" can be much broader in scope to include not only e-retailers but broadly product manufacturers as well. Because e-retailers are central to these e-commerce guidelines and remain the responsible party relative to sharing their shipping/delivery policies, e-retailers should be explicitly referenced. Explicit specific reference to e-retailers makes very clear whose policy needs to be displayed on the e-commerce platform. If a definition is needed, ICBA suggests the following be included under the Definitions section:

e-Retailer = A seller who through an e-commerce platform offers food products for purchase.

Date marking: ICBA also supports the simpler term "date marking" as this single term is all inclusive, and the specific "best before" date would already be captured.

Additional Costs

Relative to the term "additional costs", the essence of what the Committee is discussing revolves around consumers being able to "access" the food information at no charge. To keep the focus on "accessing" the food information at no charge, ICBA supports the vWG proposed text, which replaces the phrase "additional costs" with "charge to access the information":

Revised Provision 5.4.: The food information on about the pre-packaged foods offered for sale in e-commerce shall be provided to the consumer without charging a fee to access the information any additional costs for the consumer.

Agenda item 7: Guidelines on the use of technology to provide food information in food labelling (CX/FL 24/48/7, Add. 1)

Similar to the position noted in the e-commerce guidelines, ICBA recommends replacing the ambiguity introduced with the term "additional costs" in Provision 7.12. with similar wording presented there – i.e., without "charging a fee to access the information" – as noted in CRD4:

[7.12 Where food information is provided using technology, it shall be provided to the consumer **without charging a fee to access the information** ~~any additional costs for the consumer.~~]

Conclusion

ICBA welcomes CCFL's efforts in seeking harmonization where possible in the development of allergen labeling, guidelines on e-commerce and use of technology in providing food information. ICBA looks forward to constructive participation at CCFL48. We thank you in advance for taking these comments into account.

Respectfully submitted,

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