

# CODEX ALIMENTARIUS COMMISSION



Food and Agriculture  
Organization of the  
United Nations



World Health  
Organization

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Agenda item 6

CX/FL 24/48/6-Add.1

October 2024

ORIGINAL LANGUAGE ONLY

## JOINT FAO/WHO FOOD STANDARDS PROGRAMME

### CODEX COMMITTEE ON FOOD LABELLING

Forty-eighth Session

Quebec City, Canada

27 October – 1 November 2024

### GUIDELINES ON THE PROVISION OF FOOD INFORMATION FOR PRE-PACKAGED FOODS TO BE OFFERED VIA E-COMMERCE (STEP 7)

#### Comments in reply to CL 2024/54-FL

*Comments by Argentina, Australia, Brazil, Canada, Chile, Colombia, Costa Rica, Ecuador, Egypt, European Union, Guatemala, Honduras, India, Indonesia, Madagascar, New Zealand, Paraguay, Saudi Arabia, South Africa and Alianza Latinoamericana de Asociaciones de la Industria de Alimentos y Bebidas (ALAIAB), Council for Responsible Nutrition, European Federation of Allergy and Airways Diseases Patients' Associations, Food Industry Asia, FoodDrinkEurope, ICBA, ICGA, ICGMA, ICUMSA, IDF/FIL, International Association of Consumer Food Organizations, International Special Dietary Food Industries*

#### Background

1. This document compiles comments received through the Codex Online Commenting System (OCS) in response to CL 2024/54-FL issued in August 2024. Under the OCS, comments are compiled in the following order: general comments are listed first, followed by comments on specific sections.

#### Explanatory notes on the Annex

2. The comments submitted through the OCS are hereby attached as **Annex I** and are presented in table format.

## Annex I

GENERAL COMMENTS	MEMBER / OBSERVER
<p>Se apoya la redacción sugerida ya que transmite con precisión la intención del texto.</p> <p>Se considera que el proyecto estaría para avanzar a trámite 8, siempre y cuando se elimine la referencia el término durabilidad</p> <p>Se considera que la opción C sería la más adecuada.</p> <p>Dado que sugiere eliminar cualquier indicación o recomendación a su declaración. La definición proporcionada de "durabilidad" en el contexto de los productos alimenticios es redundante y podría crear confusión. Asimismo, se considera que no es factible ni práctico definir un período de durabilidad y, si existe tal requisito, puede resultar en un desperdicio innecesario de alimentos.</p> <p>A continuación, se presenta la justificación:</p> <ul style="list-style-type: none"> <li>• Redundancia: El concepto de "durabilidad" esencialmente se superpone con las definiciones existentes de "fechas de caducidad", "fechas de consumo preferente" y "Vence". Estos términos ya expresan el período durante el cual un producto alimenticio sigue siendo seguro para el consumo o conserva sus propiedades específicas. Por lo tanto, introducir una definición separada de "durabilidad" añade complejidad innecesaria sin proporcionar información nueva o distinta.</li> </ul> <p>Ambigüedad: La definición de "durabilidad" como el período entre el punto de entrega y la fecha de caducidad o de consumo preferente es ambigua. No especifica claramente si se refiere al tiempo hasta que el producto sea seguro para consumir (fecha de caducidad) o al tiempo hasta que el producto conserve su calidad (fecha de consumo preferente). Esta ambigüedad podría dar lugar a malentendidos entre consumidores y empresas.</p> <ul style="list-style-type: none"> <li>• Practicidad: Proporcionar información tanto sobre la "durabilidad" como sobre las fechas de caducidad existentes podría resultar redundante y poco práctico, especialmente en entornos de comercio electrónico donde el espacio para las descripciones de los productos es limitado. Los consumidores están acostumbrados a interpretar las fechas de consumo preferente y de caducidad, lo que hace innecesaria información adicional sobre la "durabilidad".</li> </ul> <p>En resumen, si bien la intención detrás de la definición de "durabilidad" puede ser proporcionar claridad adicional, se considera que no cumple dicha función y más aún agrega complejidad y redundancia innecesarias al etiquetado de los alimentos sin ofrecer ningún beneficio tangible. Los consumidores estarán mejor satisfechos con información clara y concisa sobre las fechas de expiración existentes, que ya transmiten los detalles necesarios sobre la seguridad y la calidad de los productos alimenticios.</p>	<p><b>Argentina</b></p>
<p>Australia would like to thank the EWG Chairs UK, Japan, Chile, India and China for the progress made on the draft guidelines. Subject to CCFL48 consideration and resolution of outstanding matters Australia supports advancing the draft guidelines to Step 8.</p> <p>Australia has specific comments as provided below.</p> <p>Australia continues to support not including an 'indication of durability' because of the lack of clarity about who is responsible (e.g. manufacturer, retailer etc) for indicating durability and the challenge in providing this information along complex supply, transport and storage chains. It is also unclear how meaningful this information will be for consumers. For example, best-before dates will likely be in months versus use-by dates in days. We therefore support Option C.</p>	<p><b>Australia</b></p>

<p>Brazil would like to thank the United Kingdom, Japan, Chile, India, and China for chairing the electronic working group on the Guidelines for the Provision of Food Information for Pre-packaged Foods Offered via E-commerce.</p> <p>Regarding the proposed bracketed text in clause 5.1, Brazil believes that prepackaged foods purchased via e-commerce must be delivered within a suitable consumption period, before the best-before or expiration date indicated on the label. Therefore, it is crucial for consumers to have access to clear information about the policies established by the seller to ensure this principle.</p> <p>Thus, Brazil cannot support the removal of this clause, as suggested in option C.</p> <p>Additionally, the use of the term "durability," as proposed in option A, is inconsistent with its intended use in the GSLPF and may cause confusion in the application of Codex texts.</p> <p>For these reasons, Brazil supports option B, which omits the term "durability" and its definition from the guidelines, aligning with the date marks required in the GSLPF. However, we would like to suggest replacing the words 'number of days' with 'period (e.g. in hours, days, months etc.) to provide more flexibility.</p> <p>Regarding sections 1, 5.3 and 5.4, Brazil supports the removal of the square brackets, as recommended by the chairs of the electronic working group. However, in relation to section 5.4, Brazil would like to suggest deleting the word 'additional' for consistency.</p> <p>Brazil believes that the few outstanding issues can be resolved within the virtual working group on e-commerce and during the CCFL48 plenary. We are confident that the proposed guidelines will be ready for advancement to Step 8.</p>	<b>Brazil</b>
<p>Canada appreciates the opportunity to provide comments on the Guidelines on the Provision of Food Information for Pre-Packaged Foods Offered Via E-Commerce.</p> <p>General Comment:</p> <p>Editorial: For consistency with the General Standard for the Labelling of Prepackaged Foods (CXS 1-1985), Canada recommends that the term "pre-packaged" be changed throughout the guidelines to "prepackaged". Note that we did not indicate this change in our specific comments.</p> <p>Substantive: Canada believes that these guidelines would be ready for advancement to Step 8 provided consensus is reached on the indication of durability or alternate clause (proposed section 5.5), as well as revisions to section 5.4 to add specificity and clarity to the wording about costs.</p> <p>Canada supports the removal of square brackets in the purpose statement in section 1.</p>	<b>Canada</b>
<p>Chile agradece la invitación a participar de este grupo de trabajo.</p> <p>Referente a las consultas:</p> <p>2. Se invita a los miembros del Codex y observadores a presentar observaciones sobre las directrices, que figuran en el Apéndice II del documento CX/FL 24/48/6 (observaciones en el trámite 6):</p> <p>i) en concreto, presentar observaciones sobre el texto propuesto entre corchetes en la cláusula 5.1, examinando:</p> <p>a) o bien la opción A o bien la opción B, o</p> <p>b) si la cláusula y la definición de "indicación de durabilidad" deben eliminarse totalmente (opción C).</p>	<b>Chile</b>

<p>Chile apoya la eliminación del término "durabilidad" en la cláusula 5.1 (opción C), debido a las siguientes razones:</p> <p>a) Confusión y riesgo de desperdicio de alimentos: La inclusión del término "durabilidad" podría generar confusión entre los consumidores, quienes ya están familiarizados con los términos de "fecha de caducidad" y "fecha de consumo preferente", ampliamente reconocidos. Introducir un nuevo término sin comprensión clara podría aumentar el desperdicio de alimentos, ya que los consumidores podrían malinterpretar la información o perder confianza en las fechas tradicionales.</p> <p>b) Desafíos operativos en el comercio electrónico: La implementación del concepto de "durabilidad" en plataformas de comercio electrónico presenta complicaciones operativas significativas. Estas plataformas pueden tener dificultades para sincronizar correctamente la información de durabilidad con las fechas de vencimiento reales debido a la naturaleza diversa de los canales de venta y logística. Esto podría generar información inexacta y responsabilidades poco claras entre fabricantes y minoristas.</p> <p>c) Responsabilidad poco clara: Existe una ambigüedad sobre quién debería ser responsable de proporcionar la "durabilidad" de los productos, ya que los fabricantes no controlan factores de almacenamiento y envío en el comercio electrónico, lo que puede afectar la durabilidad del producto antes de su entrega al consumidor final. Podría existir una preocupación por las implicaciones legales que los fabricantes podrían enfrentar.</p> <p>d) Preferencia de la mayoría: La mayoría de los miembros del grupo de trabajo y los observadores (9 de 16 y 6 de 8, respectivamente) han expresado su desacuerdo con la inclusión de la "indicación de durabilidad". Esto refleja un consenso en el que la eliminación del término beneficiaría al proceso, reduciendo confusión y simplificando las regulaciones.</p> <p>ii) Si el texto está listo para avanzar al trámite 8.</p> <p>Respuesta:</p> <p>Chile apoya el avance del texto sobre las directrices para el suministro de información alimentaria en alimentos preenvasados ofrecidos a través del comercio electrónico al trámite 8.</p>	
<p>Colombia está de acuerdo con avanzar al trámite 8.</p> <p>Colombia está de acuerdo con eliminar la cláusula y la definición.</p> <p>Incluir la "indicación de durabilidad" hace más compleja la operación de la industria alimentaria y no proporcionaría información adicional relevante para los consumidores, dado lo que ya señala la NGEAP. Por otra parte, el término "durabilidad", difiere de los contenidos en la Norma General de Etiquetado para Alimentos Preenvasados, en donde figuran los términos "Fecha límite de utilización", "Fecha de caducidad/Fecha de vencimiento", "Consumir preferentemente antes de", "Fecha de mejor calidad" que deben incluirse en la etiqueta.</p> <p>Colombia está de acuerdo con la opción B, toda vez que es más clara. No obstante, los términos "Fecha límite de consumo recomendada; Fecha de mejor antes de; no son consistentes con los definidos en la norma general de etiquetado de los alimentos preenvasados, Por lo cual se sugiere el siguiente cambio sustancial para que quede armonizada.</p> <p>[Se recomienda indicar el número mínimo de días en que el producto se entregará al consumidor final antes de la Fecha límite de utilización; Fecha de caducidad; Fecha de vencimiento; Fecha de consumir preferentemente antes de; Fecha de mejor calidad "]</p>	<p><b>Colombia</b></p>
<p>Dada la ambigüedad y los problemas de interpretación asociados con los términos relacionados con la "durabilidad", Costa Rica se inclina por la opción C.</p>	<p><b>Costa Rica</b></p>

<p>Los fabricantes generalmente no pueden proporcionar información precisa sobre la durabilidad de los productos vendidos a través del comercio electrónico, ya que no tienen control sobre variables críticas, como las condiciones de envío y almacenamiento, que afectan el momento en que los consumidores reciben el producto en relación con su fecha de mejor antes o de caducidad. Dado que estas variables dependen del manejo logístico posterior a la salida del producto de la fábrica, es más adecuado que los minoristas, quienes tienen control sobre el proceso de distribución y entrega final, proporcionen información sobre el período de durabilidad restante.</p> <p>No obstante, si persiste la necesidad de incluir alguna recomendación en este sentido, Costa Rica considera que la opción B sería aceptable de modo que no se haga referencia al término "durabilidad", lo cual ofrecería una solución equilibrada que favorece la transparencia y reduce las posibles interpretaciones erróneas, al tiempo que satisface las preocupaciones de los miembros que desean una indicación al respecto, dejando claro quién sería el responsable de proveer esta información.</p> <p>Costa Rica apoya el avance del documento al trámite 8.</p>	
<p>El país considera que el texto del documento está listo para avanzar al trámite 8.</p> <p>Ecuador apoya la opción b).</p>	<b>Ecuador</b>
<p>Egypt supports the proposed changes are in bold/underline mode that added to the text of purpose as a supplementary text.</p>	<b>Egypt</b>
<p>The EUMS are not in favour of the suggested wording “as well as other considerations for prepackaged foods offered for sale via e-commerce” as it is unclear (the structure of the sentence is unclear), too vague and seems not strictly related to the purpose</p> <p>The EUMS are in favour of option C (entire removal of the ‘indication of durability’ clause).</p> <p>Furthermore, as regards option B, the EUMS would like to highlight that:</p> <ul style="list-style-type: none"> <li>- it would be complex and difficult for food business operators to specify and to commit on such a minimum number of days;</li> <li>- the provision would be misplaced as it is concerning an optional information that could be given to the consumer (section 6).</li> </ul> <p>As explained in previous contributions, the European Union and its Member States (EUMS) do not agree on option A as:</p> <ul style="list-style-type: none"> <li>- the sentence refers to an “indication of durability”, which may be confused, in particular by the consumer, with the ‘use-by date’/‘expiration date’ or the ‘best before date’/ ‘best quality before date’;</li> <li>- the specification “in which the food retains its specific properties when properly stored” adds to the confusion as it: <ul style="list-style-type: none"> <li>o seems to imperfectly and partly reflect elements already present in the definitions of the ‘best before date’/‘best quality before date’ and ‘use-by date’/‘expiration date’;</li> <li>o suggests that a food may not retain its “specific properties” during the entire period between the point of delivery and the ‘best-before date’/‘best quality before date’ or ‘use-by date’/‘expiration date’, which seems to be in contradiction with the definition per se of the ‘best-before date’/‘best quality before date’ or even of the ‘use-by date’/‘expiration date’.</li> </ul> </li> <li>- it would be complex and difficult for food business operators to indicate such a ‘durability’;</li> <li>- this provision seems misplaced as the ‘durability’ would more be an optional information that could be given to the consumer (section 6).</li> </ul>	<b>European Union</b>

<p>Guatemala indica que, una vez eliminado el término durabilidad, cree que este texto está listo para avanzar al Paso 8.</p> <p>Guatemala apoya la Opción C, en la cual se solicita que se elimine el término “durabilizada” de las directrices, Guatemala no está de acuerdo en la incorporación de esta definición debido a que no está claro quien es el responsable de indicar la durabilidad en los productos y por la ambigüedad que se tendría podría tener diferentes interpretaciones a nivel internacional por lo que en algunos casos podrían tener implicaciones legales por la falta de claridad.</p> <p>Como se mencionó en la consulta anterior, se debe considerar que para los fabricantes de alimentos y bebidas la entrega del producto generalmente está fuera del control y es el minorista o del servicio de transporte quien tendría la responsabilidad del tiempo de entrega. Por lo que al quedar ambiguo de quien será la responsabilidad, se puede interpretar que son los fabricantes quienes deben asumir esta responsabilidad.</p> <p>Los fabricantes no pueden proporcionar la fecha en que será entregado el producto o los días previos a la fecha de caducidad de los productos vendidos a través del comercio electrónico, existen muchas variables y factores externos del envío y almacenamiento del producto que no dependen de manera directa del fabricante que impactan cuando los consumidores reciben un producto en relación con sus mejores condiciones. antes/fecha de caducidad. Por lo que se considera que es más apropiado que los minoristas se encarguen de determinar y proporcionar un período de durabilidad.</p> <p>Cabe señalar que en el proceso de consulta anterior la mayoría de los miembros del GTE (9 de 16) y los observadores (6 de 8) no estuvieron de acuerdo con incluir una definición de durabilidad en estas directrices. Por lo tanto, instamos al Presidente y a los Copresidentes a que se considere la preferencia de los Miembros y Observadores de eliminar este término, ya que la mayoría considera que crearía más confusión que orientación y no beneficiaría a los consumidores.</p>	<b>Guatemala</b>
<p>Honduras esta de acuerdo con que el documento avance a tramite 8</p>	<b>Honduras</b>
<p>India supports the advancement of text to Step 8</p> <p>India supports Option B as it directly relates to shelf-life upon delivery.</p> <p>Rationale: It will be helpful to consumers in making informed decision with respect to online purchases. This option clearly suggests about the minimum period before expiration/best before date after delivery, and eliminating the need to define 'durability,' a term for which no consensus has been reached.</p>	<b>India</b>
<p>Indonesia supports Option B with slight modifications as follows:</p> <p>It is encouraged that an indication of the minimum time period (days/months) between the point of delivery and the “Use-by Date”, “Expiration Date”, “Best-Before Date” or “Best Quality Before Date” be provided’</p> <p>Indonesia considers that the text is ready for advancement to Step 8.</p>	<b>Indonesia</b>
<p>A notre avis, le texte est prêt à l'étape 8</p>	<b>Madagascar</b>
<p>General comment</p> <p>New Zealand has no comments on other aspects of the text apart from clause 5.1. New Zealand can accept the text as drafted provided the ‘indication of durability’ clause and definition of durability are removed entirely.</p> <p>i) in particular, comment on the proposed bracketed text in clause 5.1, considering:</p>	<b>New Zealand</b>

<p>a) either option A or option B; or</p> <p>b) whether the ‘indication of durability’ clause and definition should be removed entirely (option C).</p> <p>New Zealand supports the removal of the ‘indication of durability’ clause and definition (option C).</p> <p>New Zealand agrees that consumers will expect a reasonable period before the best-before or use-by or expiry date remains once they receive the food, however we see no risk to public health or food safety in leaving decisions on whether and how to provide this information to businesses. Ensuring consumers receive high quality prepackaged foods in good condition is important to brand reputation and therefore a key commercial decision for businesses. Businesses that provide product at lesser quality or with minimal usable shelf-life will be self-limited by lack of repeat custom.</p> <p>New Zealand does not support option A or B.</p> <p>We maintain that it is not feasible to provide an accurate indication of the period between the point of delivery and the best-before or use-by date which is mandated on the physical label of the product. This period can vary from anything between a day or two to years, depending on the product. Delivery times can vary greatly depending on where the customer is located, i.e., in a big city or in a rural area or even in a different country. As the customer’s location is not known to the seller and importantly not the same for each customer, it is challenging to provide an indication that is accurate and informative.</p> <p>New Zealand notes that option B is circling back to earlier proposals, which the Committee did not agree to, and which included for example indicating the percentage of shelf-life left or minimum durability/minimum period before the best before or use-by/expiry date. We strongly encourage the Committee to not re-open these discussions in order to be able to complete the work.</p> <p>We further note that the date mark on the physical label is not always expressed as a specific date. According to the General Standard for the Labelling of Prepackaged Foods clause 4.7.1 (iii): On products with a durability of more than three months at least the month and year shall be declared. For products where durability is expressed as month/year, an indication of ‘the minimum number of days’ is not practical or even possible.</p> <p>There are different ways the seller can provide ‘an indication of durability’ should they choose to do so, and it should not be restricted to being the period between when the consumer receives the food and its best-before or use-by date, nor should it be restricted to a certain way. Further, New Zealand questions the need for the inclusion of specificity on how information that is ‘encouraged’, not required, is to be provided.</p> <p>We also note that there are instances when food is deliberately sold – typically at a discount – after its best-before date and that such practice helps to reduce food waste.</p> <p>ii) whether the text is ready for advancement to Step 8.</p> <p>New Zealand would like to see this guidance is finalised and advanced to Step 8 by CCFL48. However, this is contingent upon an agreeable solution to clause 5.1 relating to the indication of durability.</p>	
<p>consideramos oportuno mantener el texto y eliminar el corchete, teniendo en cuenta que la redacción quedaría indicada de forma mas clara a los fines de la implementación de las directrices</p> <p>Consideramos factible el avance al trámite 8</p>	<p><b>Paraguay</b></p>

<p>Saudi Arabia supports Option A on the proposed bracketed text in Clause 5.1. Specifically, we believe that the current proposed wording can gain consensus and effectively address the requirements.</p> <p>Option A provides a balanced approach, ensuring clarity and consistency in labelling without introducing unnecessary complexities. We believe that maintaining the current wording is the most practical solution and will facilitate broader agreement among stakeholders.</p> <p>Saudi Arabia does not support the advancement of the text to Step 8 at this time. We believe that further revisions are needed to address the concerns and comments raised by Saudi Arabia to ensure that the text meets the necessary standards and effectively serves its intended purpose.</p>	<b>Saudi Arabia</b>
<p>SA position and Rationale:</p> <ul style="list-style-type: none"> <li>South Africa does not support both options (A and B) because the current systems do not allow for calculating the time between delivery to the final consumer before the date of minimum durability.</li> </ul> <p>SA position and Rationale:</p> <ul style="list-style-type: none"> <li>South Africa does not support both options (A) because the current systems do not allow for calculating the time between delivery to the final consumer before the date of minimum durability.</li> </ul> <p>SA position and Rationale:</p> <ul style="list-style-type: none"> <li>SA supports the inclusion of the clause on the indication of durability, however the definition for durability does not align with the current online systems in South Africa.</li> </ul> <p>(ii) whether the text is ready for advancement to Step 8.</p> <p>SA position:</p> <ul style="list-style-type: none"> <li>South Africa supports the progress of the draft guideline to step 8, subject to consideration of comments submitted.</li> </ul> <p>Rationale:</p> <ul style="list-style-type: none"> <li>The proposed draft guidelines contain appropriate guidance regarding food information that should be provided at the point of e-commerce sales, and they provide a good representation of the consensus in the EWG.</li> </ul>	<b>South Africa</b>
<p>Thailand views that the indication of the durability clause and its definition should be removed from this draft entirely. If this is the case, we can support the advancement of this draft to Step 8.</p>	<b>Thailand</b>
<p>i) Uruguay considera que la propuesta adecuada es la Opción B</p> <p>ii) Uruguay considera que se podría continuar discutiendo el documento, pero si hay consenso de avanzar al trámite 8 se puede acompañar</p>	<b>Uruguay</b>
<p>The United States applauds the Chair and Co-Chairs of the EWG for this item and notes that significant progress has been made on this text since CCFL47. The United States maintains our preference to have developed a CCFL-specific definition of “e-commerce”, rather than use a definition from separate WTO work that was not negotiated and is broader in its application than the scope of these draft guidelines. Furthermore, although the United States would have preferred that a small unit exemption apply equally in e-commerce as in physical retail, the United States is pleased to see necessary flexibility included in the provision on small unit</p>	<b>USA</b>

<p>exemptions which needs to account for legitimate supply chain scenarios in e-commerce where retailers do not have access to full food information on small packages given the small unit exemption in the GSLPF. The United States notes that the separate draft guidelines on the use of technology for the provision of food information have considered and provided guidance that is also be useful in such scenarios. The United States has proposed minor substantive edits to sections 5.4 and 7.1 in the draft text.</p> <p>The United States notes that significant progress has been made on this text since CCFL47 and could support advancement of the text to Step 8 pending resolution of the remaining areas for discussion.</p> <p>The United States supports option B. This proposed text avoids the ambiguous term, “durability,” and includes date marking terms that are referenced in other CCFL texts, notably the General Standard for the Labelling of Prepackaged Foods (CXS 1-1985). The United States is pleased to see that option B is also not prescriptive in that inclusion of the days is “encouraged,” allowing the necessary flexibility required for the wide variety of legitimate supply chain scenarios in the e-commerce environment.</p>	
<p>CRN has been an active participant at the Codex Alimentarius Commission (CAC), Committee on Nutrition and Foods for Special Dietary Uses (CCNFSDU), and the Codex Committee on Food Labelling (CCFL) meetings and on relevant electronic Working Groups (eWGs), regarding a number of industry-specific issues and concerns. CRN has championed current scientific-thinking and organized and helped promote scientific conferences and symposia focused on public health objectives.</p> <p>The August, 2024 Circular Letter (CL 2024/55-FL) requested comments at Step 6 on guidelines on the provision of food information for prepackaged foods to be offered via e-commerce.</p> <p>CRN agrees that the text is ready for advancement to Step 8. CRN would like to draw your attention to that fact that based on the 2023 CCFL Meeting where CRN attended as an NGO and carefully reviewed the discussion and conclusion related to this matter, proactively developed and had the CRN Board of Directors approve voluntary self-regulatory guidelines</p> <p>The following key points are derived from the attached final “CRN Recommended Guidelines for providing product information to consumers purchasing dietary supplements and functional food via e-commerce”.</p> <p>Purpose</p> <ul style="list-style-type: none"> <li>• Ensure consumers have access to the same information online as they would in a physical store to make informed purchasing decisions.</li> </ul> <p>Voluntary Guidelines</p> <ul style="list-style-type: none"> <li>• CRN recommends adherence to these guidelines in addition to compliance with applicable labeling laws and regulations.</li> <li>• Encourages all producers (manufacturers, packagers, distributors, importers, exporters, vendors, retailers, and labelers) to follow these recommendations.</li> </ul> <p>Minimum Information to Display</p> <ul style="list-style-type: none"> <li>• Product Name: Clearly state the name of the product.</li> <li>• Ingredients List: Include all dietary ingredients and other ingredients as listed in the Supplement Facts panel.</li> <li>• Allergens: List any FALCPA allergens.</li> </ul>	<p><b>Council for Responsible Nutrition</b></p>

- Net Quantity: Express the contents as weight, measure, or numerical count (e.g., pills/capsules/gels).
- Producer Information: Provide the name and address of the producer.
- Usage Instructions: Include dosing instructions and any warning/cautionary statements.
- FDA Disclaimer: If a structure/function claim is made, display the FDA DSHEA disclaimer: “This statement has not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease.”
- Storage Instructions: Provide storage instructions such as “store in a cool dry place” or “keep refrigerated.”

These guidelines aim to ensure that consumers can make well-informed decisions when purchasing dietary supplements and functional foods online. The CRN Guidelines were adopted on December 6, 2023 and all CRN Members are expected to comply by December 31, 2024.

CRN Recommended Guidelines for providing product information to consumers purchasing dietary supplements and functional food via e-commerce PurposeCRN and its members recognize that consumers planning to purchase a dietary supplement or functional food product via e-commerce internet platforms should have access to the same information to read, review, compare and make a purchasing decision, as if that consumer was standing in a store and able to hold a physical package and read its labeling. Choosing to purchase these products online should not decrease the ability to obtain product information to make purchasing decisions. VOLUNTARY GUIDELINES: In addition to compliance with applicable labeling laws and regulations, CRN recommends that its members adhere to the following guidelines for providing the minimum information described below for their dietary supplements and functional food and encourages all producers of these products (manufacturer, packager, distributor, importer, exporter, vendor, retailer and/or labeler; hereafter termed “producer(s)”), to follow these recommendations. These guidelines address the information that is minimally required for display/availability to consumers on internet platforms for the sale of dietary supplements and/or functional food products, which are maintained and controlled by the producer, or product sales pages for third party marketplaces where the display of the product information is controlled by the producer. Minimum information – NOTE: If the information listed below is identical to the physical package, an image of the product label including the minimum information that is of sufficient size and legibility to be read by the viewer is an acceptable way to provide the information.

E-commerce websites should include:

- Name of the product.
- List of ingredients including all dietary ingredients as listed in the Supplement Facts panel and other ingredients. List of allergens, i.e., FALCPA allergens[1].
- Net quantity of contents expressed as weight, measure, or numerical count (e.g., pills/capsules/gels). The name and address of producer[2].
- Instructions for use, e.g., dosing instructions, including any warning/cautionary statements that appear on the label. If a structure/function claim is made, the FDA DSHEA disclaimer statement in 21CFR101.93(b) should be displayed on the webpage: “This statement has not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease.”
- Storage instructions, such as “store in a cool dry place”; “keep refrigerated”.

<p>Implementation</p> <p>CRN recommends that dietary supplement and functional food companies comply with these within twelve months of the effective date (i.e., by December 31, 2024). Adopted by the CRN Board of Directors on December 6, 2023.</p> <p>[1] Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA) requires major food allergens to be listed on food and dietary supplement product labels.</p> <p>[2] The name and address of the manufacturer, packer, distributor, importer, exporter or vendor should be provided somewhere on the website, preferably on the same page as the product page.</p>	
<p>EFA strongly invites the Chairs to consider the following comments before advancing to Step 8.</p>	<p><b>European Federation of Allergy and Airways Diseases Patients' Associations</b></p>
<p>Once the term 'durability' is removed and Principle 5.4 on cost is resolved, FIA believes the text would then be ready to advance to Step 8 for adoption.</p> <p>FIA supports Option C. We disagree with the inclusion of the term "indication of durability" as it remains unclear who is the responsible party for indicating the durability of products. FIA is concerned with the ambiguity and legal implications that manufacturers could face due to this lack of clarity.</p> <p>As currently stated, it could easily be interpreted that the manufacturers would be responsible for indicating the durability. However, manufacturers typically are unable to provide the durability information for products sold via e-commerce as they do not have control of the shipping and storage variables that may impact when consumers receive a product relative to its 'best before / use-by' date. Determining and providing a durability period is more appropriately handled by retailers.</p> <p>Furthermore, introducing a 'durability' date on food products could inadvertently heighten the risk of increasing food waste. The introduction of a new 'durability' date could create confusion among consumers by introducing a term that is not universally understood. Unlike 'best before' or 'use by' dates, which have been globally recognised and interpreted consistently, 'durability' lacks clear understanding could lead to mistrust or disregard for the traditional dates, as consumers might be uncertain about how to interpret or prioritise the new term.</p> <p>We would also like to highlight that in the consultation process, most of the EWG Members (9 of 16), and Observers (6 of 8), disagreed with including a definition for durability in these guidelines. We urge the Chair and Co-Chairs to take into account the Members and Observers' preference to delete this term.</p> <p>FIA propose minor amendment for correctness "as well as to provide other considerations for prepackaged foods offered for sale via e-commerce."</p>	<p><b>Food Industry Asia</b></p>
<p>Once the term durability is removed, we believe this text would then be ready to advance to Step 8 for adoption.</p> <p>FoodDrinkEurope believes that the text in square brackets is unnecessary. Furthermore, we find that this "purpose" text can be improved. Suggested edit:</p>	<p><b>FoodDrinkEurope</b></p>

<p>The purpose of these guidelines is to ensure consumers buying pre-packaged foods via e-commerce have sufficient information to make fully informed choices and that this information be similar to that found on the physical label of the food.</p>	
<p>ICBA respectfully requests completely removing the term “durability” from the guidelines. We strongly disagree with the inclusion of this term, because it continues to be unclear who is the responsible party for indicating the durability of products. ICBA is concerned with the legal implications that manufacturers could face because of this ambiguity.</p> <p>As currently stated in the guidelines, it could be interpreted that manufacturers would be responsible for indicating the durability. As ICBA has previously documented in comments, manufacturers typically are unable to provide the durability information for products sold via e-commerce, as they do not have control of the shipping and storage variables that impact when consumers receive a product relative to its ‘best before / use-by’ date. Determining and providing a durability period is more appropriately handled by retailers.</p> <p>We would point out that in the consultation process most of the EWG Members (9 of 16), and Observers, (6 of 8), disagreed with including a definition for durability in these guidelines. Therefore, we strongly urge the Chair and Co-Chairs to take into account the Members and Observers’ preference to delete this term as most consider it would create more confusion than guidance and will not benefit consumers.</p> <p>After the term “durability” is removed, and the concept of “costs” is clarified or removed in section 5.4 (please see comments below), ICBA believes this text would be ready to advance to Step 8.</p> <p>General comment: Although the document is no longer seeking feedback about section 5.4 regarding costs to consumers, we consider this term “costs” could have legal ramifications and warrants further consideration as it is unprecedented to include this term in a Codex text. Therefore, we request Codex obtain advice from the Codex legal counsel. Until this is addressed, ICBA respectfully requests the removal of section 5.4. Please see more details below, under section 5.4.</p>	<p><b>ICBA</b></p>
<p>While the intention behind defining "durability" may be to provide additional clarity, it ultimately adds unnecessary complexity and redundancy to food labeling.</p> <p>The CXS 1 already defined the minimum durability date and we should not create confusion with the time which is left between the date where a product enters the virtual retail store and that due date of end of the durability (where the product is no more fit for optimal or ideal consumption).</p> <p>As such, ICGA cannot support option A.</p> <p>While ICGA appreciates that option B in section 5.1 may be less restrictive, we continue to question the practicality of including such a provision.</p> <p>ICGA would rather prefer (Option C) the total removal of the definition and clause related to “indication of durability”. ICGA strongly believes that including a definition of durability or specifying the need to indicate this information could present significant logistical challenges across the supply chain. Manufacturers do not control the shipping and storage variables specifically that may impact when consumers receive a product.</p> <p>E-commerce sellers should ensure that a product, when delivered, is fit for consumption by consumers.</p> <p>Further, we believe that providing a definition of “durability” in the context of e-commerce may be redundant, creates ambiguity, and could potentially create confusion.</p>	<p><b>ICGA</b></p>

<ul style="list-style-type: none"> <li>• Redundancy: The concept of "durability" essentially overlaps with the existing definitions of "expiry dates," "best-before dates," and "use-by dates." These terms already convey the period during which a food product remains safe to consume or retains its specific properties. Introducing a separate definition for "durability" adds unnecessary complexity without providing any new or distinct information.</li> <li>• Ambiguity: The definition of "durability" as the period between the point of delivery and the best-before or use-by date is ambiguous. It does not clearly specify whether it refers to the time until the product is safe to consume (use-by date) or the time until the product retains its quality (best-before date). This ambiguity could lead to misunderstandings among consumers and businesses.</li> <li>• Practicality: Providing information on both "durability" and existing expiry dates could be redundant and impractical, especially in e-commerce settings where space for product descriptions is limited. Consumers are accustomed to interpreting best-before and use-by dates, making additional information on "durability" unnecessary.</li> </ul> <p>ICGA would like to thank the UK, Japan, Chile, India and China for the time invested in animating the intersessional electronic working group which led to this result. ICGA also appreciates the opportunity to provide the following comments in response to this circular letter.</p> <p>ICGA supports the general objectives of these guidelines to provide guidance on the labelling information to be provided for foods subject to e-commerce.</p> <p>ICGA is looking forward to the advanced discussion at the VWG and final discussions at the CCFL48 meeting to be likely based on the VWG recommendations.</p> <p>Depending on the advanced discussion during the VWG and the discussion by the CCFL48 plenary, ICGA could agree on advancing the text to the next step.</p>	
<p>Regarding the issue of “cost” which exists under section 5.4, we continue to note that the issue of cost in this text is ambiguous and nebulous and does not belong in Codex text per se and would point out there is no precedent for such inclusion. We continue to support deletion of the relevant text. This concern was raised with the eWG Second Consultation and is referred to in CX/FL 24/48/6 on page 3 about obvious indirect costs to consumers when trying to access the information on the e-page of the prepackaged food, such as Wi-Fi, mobile data costs and the cost of a device. There may yet be other indirect costs. Although the WTO technical barriers to trade (TBT) provision 5.2.5. speaks to “equitable” fees generally relative to conformity assessments, we believe Codex should solicit legal counsel on the question of “cost” relative to sale of food items before such term is integrated into Codex text. Does its inclusion in any way have any foreseen or unforeseen legal ramifications regionally or broadly from a trade perspective? While we understand that the addition of the word ‘additional’ was intended to make this clearer in the e-commerce guidelines, we believe there remains a need for further clarity and specificity for the term “additional cost” and the legal ramifications must also be considered.</p> <p>Once the term durability is removed and section 5.4 on cost are resolved, we believe this text would then be ready to advance to Step 8 for adoption.</p> <p>Other comments related to the alignment of provision 5.3 with allergen labelling text:</p> <p>ICGMA supports maintaining the bracketed text in Provision 5.3 as a compromise to address this issue.</p> <p>We support providing allergen information to consumers whenever possible despite product packaging size limitations. In certain circumstances where the exemption in 5.3 is applied, allergen information should still be provided on the label.</p>	<p><b>ICGMA</b></p>

<p>ICGMA supports Option C. and respectfully requests that the term 'durability' be removed from the guidelines altogether. As it continues to be unclear who is the responsible party for indicating the durability of products, we strongly disagree with the inclusion of this term. We are further concerned with the legal implications that manufacturers could face because of this ambiguity.</p> <p>As is currently stated in the guidelines, it could easily be interpreted that manufacturers would be responsible for indicating durability. Food manufacturers typically are unable to provide the durability information for products sold via e-commerce, as they do not have control of the shipping and storage variables that impact when consumers receive a product relative to its 'best before / use-by' date. Determining and providing a durability period is more appropriately handled by retailers.</p> <p>We would also like to highlight that in the consultation process most of the EWG Members (9 of 16), and Observers, (6 of 8), disagreed with including a definition for durability in these guidelines and urge the Chair and Co-Chairs to take into account the Members and Observers' preference to delete this term.</p>	
<p>We recommend the addition of the following to address the issue that arises when multiple formulations of the same product are in commerce at the same time:</p> <p>7.3 If multiple formulations of the same food are simultaneously in commerce and may be provided under the same offer for sale ( such as when a shelf-stable product has undergone a recent reformulation or when different facilities manufacturing the same product use different ingredient formulations), the product information e-page must present complete and accurate nutrition, ingredient, and allergen information about all versions of the product that a consumer may receive.</p>	<p><b>International Association of Consumer Food Organizations</b></p>
<p>Proposed Bracketed Text in 5.1:</p> <p>Our members support option C, to remove the definition and clause related to "indication of durability" entirely.</p> <p>We strongly believe that including a definition of durability or specifying the need to indicate this information could present significant logistical challenges across the supply chain. Manufacturers do not control the shipping and storage variables specifically that may impact when consumers receive a product. E-commerce sellers should ensure that a product, when delivered, is fit for consumption by consumers.</p> <p>Further, we believe that providing a definition of "durability" in the context of food products is redundant, creates ambiguity, and could potentially create confusion.</p> <ul style="list-style-type: none"> <li>• Redundancy: The concept of "durability" essentially overlaps with the existing definitions of "expiry dates," "best-before dates," and "use-by dates." These terms already convey the period during which a food product remains safe to consume or retains its specific properties. Introducing a separate definition for "durability" adds unnecessary complexity without providing any new or distinct information.</li> <li>• Ambiguity: The definition of "durability" as the period between the point of delivery and the best-before or use-by date is ambiguous. It does not clearly specify whether it refers to the time until the product is safe to consume (use-by date) or the time until the product retains its quality (best-before date). This ambiguity could lead to misunderstandings among consumers and businesses.</li> <li>• Practicality: Providing information on both "durability" and existing expiry dates could be redundant and impractical, especially in e-commerce settings where space for product descriptions is limited. Consumers are accustomed to interpreting best-before and use-by dates, making additional information on "durability" unnecessary.</li> </ul>	<p><b>International Confectionery Association</b></p>

<p>In summary, while the intention behind defining "durability" may be to provide additional clarity, it ultimately adds unnecessary complexity and redundancy to food labeling. While we appreciate that option B in section 5.1 is less restrictive, we continue to question the practicality of including such a provision. We do not support option A.</p>	
<p>ISDI would like to thank the EWG chair and co-chairs for compiling the agenda paper and the work done so far.</p> <p>ISDI supports option C – the ‘indication of durability’ clause and definition should be removed entirely. As it has been summarised by the eWG chairs in the agenda paper, a clear consensus regarding the exact wording of the definition could not be reached after two rounds of consultations, ISDI considers it would be best to remove the wording entirely.</p>	<p><b>International Special Dietary Food Industries</b></p>
<p>There is a need for a definition of "durability" and option b) may be appropriate. As the terms in option b) seem to be quite fluid now, it may be necessary to refer to a separate "durability clause.</p>	<p><b>ICUMSA</b></p>
<p><b>SPECIFIC COMMENTS</b></p>	<p><b>MEMBER / OBSERVER</b></p>
<p><b>DEFINITIONS</b></p>	
<p>The following terms shall be used in conjunction with Section 2 of the <i>General standard for labelling of pre-packaged foods</i> (CXS 1-1985) for the purposes of <del>applying this text</del><u>guideline</u>.</p> <p>For clarity and consistency with other Codex Text, Australia proposes deleting ‘applying this text’ and replacing with ‘this guideline’.</p>	<p><b>Australia</b></p>
<p><b>At the point of delivery</b></p>	
<p><del>“At the</del> <b>“The point of delivery”</b> means the moment when consumers receive pre-packaged food.</p> <p>If the clause specific definition in section 5.1 is retained the definition for ‘At the point of delivery’ we propose removing ‘At’ as ‘The point of delivery’ reflects the words used in both sections 2.2 and section 5.1 of the proposed draft guidelines.</p>	<p><b>Australia</b></p>
<p><b>Minimum durability</b></p>	
<p><del>["Durabilidad mínima" significa el período (por ejemplo, en horas, días, meses, etc.) entre el punto de entrega o la fecha acordada para la recogida en la tienda y la fecha de consumo preferente o de caducidad, según corresponda.]</del></p> <p>No se está de acuerdo con el término "durabilidad mínima" dado que no permite dejar en claro quién será responsable de indicar la durabilidad de los productos. Se considera inviable su implementación y fiscalización. No es factible ni práctico definir un período de durabilidad y, si existe tal requisito, puede resultar en un desperdicio innecesario de alimentos.</p> <p>En particular, preocupa la ambigüedad y las implicaciones legales que los fabricantes podrían enfrentar como resultado de esta falta de claridad. La indicación de durabilidad es muy difícil de implementar a nivel operativo y puede plantear desafíos y complejidades innecesarias en la plataforma de comercio electrónico, por ello es que se sugiere eliminar cualquier indicación o recomendación a su declaración.</p> <p>La explicación más detallada se proporciona a continuación:</p> <p>Proporcionar una fecha de durabilidad para los productos alimenticios en las plataformas de comercio electrónico plantea varias desventajas:</p>	<p><b>Argentina</b></p>

<ul style="list-style-type: none"> <li>• Inexactitud: si la fecha de durabilidad se proporciona en el sitio web pero no se puede actualizar, existe el riesgo de que se muestre información inexacta. Esto puede generar confusión o insatisfacción entre los clientes si reciben productos con una durabilidad restante menor a la indicada en el sitio web.</li> <li>• Desafíos logísticos: las plataformas de comercio electrónico pueden tener dificultades para sincronizar las fechas de durabilidad que se muestran en línea con las fechas de vencimiento reales de los productos en stock. Esto puede resultar especialmente complicado para las plataformas con inventarios grandes y que cambian con frecuencia.</li> <li>• Cumplimiento legal: en algunas jurisdicciones, puede haber regulaciones o leyes de protección al consumidor que requieran información precisa y actualizada sobre los productos alimenticios, incluidas las fechas de durabilidad. No proporcionar esta información con precisión podría generar problemas legales o sanciones para la plataforma de comercio electrónico.</li> <li>• Responsabilidad: La propiedad de esta responsabilidad no está clara. Al tratarse de una información operativa, la responsabilidad recae en las plataformas de venta. En este caso pueden ser supermercados, plataformas virtuales específicas, y en ocasiones fabricantes.</li> </ul> <p>Las ventas electrónicas sin indicación de esta información han tenido éxito en la UE y el Reino Unido durante al menos una década. Por lo tanto, cualquier nuevo enfoque debe tener como objetivo evitar agregar complejidad innecesaria extrayendo conocimientos de la efectividad probada de la implementación actual.</p>	
<p><del>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery or agreed date for collection in-store and the best before or use by date, as applicable.]</del></p> <p>Canada supports the deletion of the definition of "Minimum durability" in section 3.</p>	Canada
<p><del>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery or agreed date for collection in-store and the best before or use by date, as applicable.]</del></p> <p>FIA supports removing the definition for "minimum durability".</p>	Food Industry Asia
<p><del>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery or agreed date for collection in-store and the best before or use by date, as applicable.]</del></p> <p>Egypt supports deletion of "Minimum durability" definition from this Guideline accordance with its conflicts or overlaps may be happed or arise.</p>	Egypt
<b>FOOD INFORMATION PRINCIPLES</b>	
<p><b>5.1</b> Opción C: ALAIAB solicita respetuosamente que se elimine por completo el término «durabilidad» de las directrices. Estamos totalmente en desacuerdo con la inclusión de este término, porque sigue sin estar claro quién es la parte responsable de indicar la durabilidad de los productos, podría tener implicaciones legales a las que podrían enfrentarse los fabricantes debido a esta ambigüedad, debido a que no tienen control sobre el envío, almacenamiento y el momento de entrega a los consumidores.</p> <p>Una vez eliminado el término «durabilidad» ALAIAB considera que este texto estaría listo para avanzar al paso 8.</p>	<b>Alianza Latinoamericana de Asociaciones de la Industria de Alimentos y Bebidas (ALAIAB)</b>
<p><b>5.1</b> New Zealand can accept the text as drafted provided the 'indication of durability' clause and definition of durability are removed entirely.</p>	<b>New Zealand</b>

i) in particular, comment on the proposed bracketed text in clause 5.1, considering:

a) either option A or option B; or

b) whether the 'indication of durability' clause and definition should be removed entirely (option C).

New Zealand supports the removal of the 'indication of durability' clause and definition (option C).

New Zealand agrees that consumers will expect a reasonable period before the best-before or use-by or expiry date remains once they receive the food, however we see no risk to public health or food safety in leaving decisions on whether and how to provide this information to businesses. Ensuring consumers receive high quality prepackaged foods in good condition is important to brand reputation and therefore a key commercial decision for businesses. Businesses that provide product at lesser quality or with minimal usable shelf-life will be self-limited by lack of repeat custom.

New Zealand does not support option A or B.

We maintain that it is not feasible to provide an accurate indication of the period between the point of delivery and the best-before or use-by date which is mandated on the physical label of the product. This period can vary from anything between a day or two to years, depending on the product. Delivery times can vary greatly depending on where the customer is located, i.e., in a big city or in a rural area or even in a different country. As the customer's location is not known to the seller and importantly not the same for each customer, it is challenging to provide an indication that is accurate and informative.

New Zealand notes that option B is circling back to earlier proposals, which the Committee did not agree to, and which included for example indicating the percentage of shelf-life left or minimum durability/minimum period before the best before or use-by/expiry date. We strongly encourage the Committee to not re-open these discussions in order to be able to complete the work.

We further note that the date mark on the physical label is not always expressed as a specific date. According to the General Standard for the Labelling of Prepackaged Foods clause 4.7.1(iii): On products with a durability of more than three months at least the month and year shall be declared. For products where durability is expressed as month/year, an indication of 'the minimum number of days' is not practical or even possible.

There are different ways the seller can provide 'an indication of durability' should they choose to do so, and it should not be restricted to being the period between when the consumer receives the food and its best-before or use-by date, nor should it be restricted to a certain way. Further, New Zealand questions the need for the inclusion of specificity on how information that is 'encouraged', not required, is to be provided.

We also note that there are instances when food is deliberately sold – typically at a discount – after its best-before date and that such practice helps to reduce food waste.

<p><b>5.1</b> We would point out that in the consultation process most of the EWG Members (9 of 16), and Observers, (6 of 8), disagreed with including a definition for durability in these guidelines. Therefore, we strongly urge the Chair and Co-Chairs to take into account the Members and Observers' preference to delete this term as most consider it would create more confusion than guidance and will not benefit consumers.</p> <p>Yet, the wording suggested under B is now including new concepts for which no definition exists: 'expiration date' and 'best quality before date'. We also feel that 'the number of days' is too strict for indication of a period.</p> <p>FoodDrinkEurope supports Option C. We disagree with the inclusion of the "indication of durability" as it continues to be unclear who is the responsible party for indicating the durability of products. We are concerned with the legal implications that manufacturers could face because of this ambiguity.</p> <p>As is currently stated in the guidelines, it could easily be interpreted that manufacturers would be responsible for indicating the durability. Food manufacturers typically are unable to provide the durability information for products sold via e-commerce, as they do not have control of the shipping and storage variables that impact when consumers receive a product relative to its 'best before / use-by' date. Determining and providing a durability period is more appropriately handled by retailers.</p>	<p><b>FoodDrinkEurope</b></p>
<p>This includes the following food information indicated <del>in/by</del> <u>in</u>:</p> <p>For clarity we support removal of in/by in the preamble and propose replacing with 'in'</p>	<p><b>Australia</b></p>
<p>Section 4 and Section 5</p> <p>As noted above Australia supports Option C. However, in the interest of progressing the draft text we can accept inclusion of an 'indication of durability' on the basis the wording is 'encouraged to be provided' rather than required. But in this case, we do not support the clause specific definition because it is unclear how 'durability' (as defined) can be provided with any certainty given differing delivery locations, shelf life of foods and where foods are exempt from date marking.</p>	<p><b>European Federation of Allergy and Airways Diseases Patients' Associations</b></p>
<p>Section 4 and Section 5</p> <p>EFA agrees with the introduction of the term 'durability' (as opposed to 'minimum durability' in previous versions of the text) as it provides greater clarity and corresponds to a specific time period compared to 'minimum durability', which might be confusing for consumers.</p> <p>EFA also welcomes the introduction of a more descriptive definition for durability i.e. 'the period between the point of delivery and the best-before or use-by date...', as it will enable the consumer to think about purchasing the product.</p> <p>EFA emphasises the importance of always keeping online pages updated and in line with on-pack label information.</p>	<p><b>Canada</b></p>
<p>Section 4 and Section 5 of the General standard for the labelling of pre-packaged foods (CXS 1-1985) except information required by 4.6 and 4.7.1; <b><u>[An indication of durability of pre-packaged food is may be required or encouraged to be provided.] [For the purpose of this clause, "durability" means the period between the point of delivery and the best-before or use-by date in which the food retains its specific properties when properly stored.] (option A)</u></b></p> <p>While this is our preferred approach for section 5.1, Canada proposes an alternative solution in section 5.5 to consider as a possible option that may help reach consensus on this item.</p>	

<p><b><u>It is may be required or encouraged that an indication of the minimum number of days the product will be delivered to the final consumer before the “Use-by Date”, “Expiration Date”, “Best-Before Date” or “Best Quality Before Date” be provided</u></b>], (option B)</p> <p>This section is part of the comment above comment #47.</p>	
<p>Section 4 and Section 5 of the General standard for the labelling of pre-packaged foods (CXS 1-1985) except information required by 4.6 and 4.7.1; <b><u>[An indication of durability of pre-packaged food is encouraged to be provided provided for guidance purposes only and is not intended to supersede the best-before or use-by date on the product label.] [For the purpose of this clause, “durability” means the period between the point of delivery and the best-before or use-by date in which the food retains its specific properties when properly stored.]</u></b> (option A)</p> <p>IDF agrees with option A provided that suggested wording is included in order to clarify purpose.</p>	IDF/FIL
<p>Section 4 and Section 5</p> <p>Thailand prefers option C, the ‘indication of durability’ clause and definition should be removed entirely. This is due to the complexity of the supply chain of food sold via e-commerce. It is not feasible for food producers to always guarantee the "durability" or "number of days" the product will be delivered to "final" consumers before the date marked on the food label.</p> <p>Nonetheless, we understand the risk of expired food products being delivered to consumers unintentionally therefore we suggest another compromised option by adding a sentence, "an indication to direct the consumer to check the best-before or use-by date at the point of delivery could be shown on the product information e-page.", at the end of this paragraph as follows:</p> <p>"- Section 4 and Section 5 of General Standard for the Labelling of Pre-packaged Foods (CXS 1-1985) except information required by 4.6 and 4.7.1; an indication to direct the consumer to check the best-before or use-by date at the point of delivery could be shown on the product information e-page."</p> <p>This is to encourage consumers to check the use-by date or best-before date declared on the label or labelling upon receipt of the prepackaged food. If the remained shelf life is too short or the food has expired, consumers can claim and complain to the food producers as well as the relevant competent authority.</p>	Thailand
<p><b><u>[Il est encouragé d’indiquer le nombre minimum de jours pendant lesquels le produit sera livré au consommateur final avant la «Date limite d’utilisation», la «Date de péremption», «À consommer de préférence avant» ou la «Date limite d’utilisation optimale»]</u></b>, (option B)</p> <p>Madagascar opte pour l'option B de la clause 5.1</p>	Madagascar
<p><b><u>Se recomienda indicar el número mínimo de días en que el producto se entregará al consumidor final antes de la Fecha límite de consumo recomendada; Fecha de caducidad; Fecha de mejor antes de; Fecha de mejor calidad " ]</u></b> (opción B)</p> <p>Honduras esta de acuerdo con la opción B. y que se pueda agregar que el responsable el sitio del ecommerce debe ser quien informe sobre el mínimo de días en que el producto se entregará al consumidor final.</p>	Honduras
<p><b><u>Se recomienda indicar el número mínimo de días en que el producto se entregará al consumidor final antes de la Fecha límite de consumo recomendada; Fecha de caducidad; Fecha de mejor antes de; Fecha de mejor calidad " ]</u></b> (opción B)</p>	Argentina

<p>Se sugiere eliminar cualquier indicación o recomendación a su declaración. La definición proporcionada de "durabilidad" en el contexto de los productos alimenticios es redundante y podría crear confusión. Asimismo, se considera que no es factible ni práctico definir un período de durabilidad y, si existe tal requisito, puede resultar en un desperdicio innecesario de alimentos.</p> <p>A continuación, se presenta la justificación:</p> <ul style="list-style-type: none"> <li>• Redundancia: El concepto de "durabilidad" esencialmente se superpone con las definiciones existentes de "fechas de caducidad", "fechas de consumo preferente" y "Vence". Estos términos ya expresan el período durante el cual un producto alimenticio sigue siendo seguro para el consumo o conserva sus propiedades específicas. Por lo tanto, introducir una definición separada de "durabilidad" añade complejidad innecesaria sin proporcionar información nueva o distinta.</li> <li>• Ambigüedad: La definición de "durabilidad" como el período entre el punto de entrega y la fecha de caducidad o de consumo preferente es ambigua. No especifica claramente si se refiere al tiempo hasta que el producto sea seguro para consumir (fecha de caducidad) o al tiempo hasta que el producto conserve su calidad (fecha de consumo preferente). Esta ambigüedad podría dar lugar a malentendidos entre consumidores y empresas.</li> <li>• Practicidad: Proporcionar información tanto sobre la "durabilidad" como sobre las fechas de caducidad existentes podría resultar redundante y poco práctico, especialmente en entornos de comercio electrónico donde el espacio para las descripciones de los productos es limitado. Los consumidores están acostumbrados a interpretar las fechas de consumo preferente y de caducidad, lo que hace innecesaria información adicional sobre la "durabilidad".</li> </ul> <p>En resumen, si bien la intención detrás de la definición de "durabilidad" puede ser proporcionar claridad adicional, se considera que no cumple dicha función y más aún agrega complejidad y redundancia innecesarias al etiquetado de los alimentos sin ofrecer ningún beneficio tangible. Los consumidores estarán mejor satisfechos con información clara y concisa sobre las fechas de expiración existentes, que ya transmiten los detalles necesarios sobre la seguridad y la calidad de los productos alimenticios.</p>	
<p><b><u>Se recomienda indicar el número mínimo de días en que el producto se entregará al consumidor final antes de la Fecha límite de consumo recomendada; Fecha de caducidad; Fecha de mejor antes de; Fecha de mejor calidad "]</u></b> (opción B)</p> <p>Uruguay acuerda con esta opción.</p>	Uruguay
<p><b><u>It is encouraged that an indication of the minimum number of days the product will be delivered to the final consumer before the "Use-by Date", "Expiration Date", "Best-Before Date" or "Best Quality Before Date" be provided"]</u></b>, (option B)</p> <p>The United States supports option B. This proposed text avoids the ambiguous term, "durability," and includes date marking terms that are referenced in other CCFL texts, notably the General Standard for the Labelling of Prepackaged Foods (CXS 1-1985). The United States is pleased to see that option B is also not prescriptive in that inclusion of the days is "encouraged," allowing the necessary flexibility required for the wide variety of legitimate supply chain scenarios in the e-commerce environment.</p>	USA
<p><b><u>It is encouraged that an indication of the minimum number of days the product will be delivered to the final consumer before the "Use-by Date", "Expiration Date", "Best-Before Date" or "Best Quality Before Date" be provided"]</u></b>, (option B)</p> <p>Se acuerda con esta propuesta, consideramos que la misma refleja de manera mas clara la información que se precisa suministrar al consumidor.</p>	Paraguay
<p><b><u>It is encouraged that an indication of the minimum number of days the product will be delivered to the final consumer before the "Use-by Date", "Expiration Date", "Best-Before Date" or "Best Quality Before Date" be provided"]</u></b>, (option B)</p>	Egypt

<p>Egypt support (option B), Egypt support the new wording proposed to achieve the aim can gain; in particular by replacing the current bracketed text and removes the need for a 'durability' definition that will be provide the following text: "remaining durability: means the period between the point of delivery and the best-before or use-by date in which the food retains its specific properties when properly stored."</p>	
<p><b>{5.3 The Labelling exemption of small units as outlined in Section 6 of the General Standard for labelling of pre-packaged foods (CXS 1-1985) does not apply unless justified in specific situations or circumstances}</b></p>	
<p>5.3 Madagascar soutient également cette disposition</p>	<p><b>Madagascar</b></p>
<p>5.3 No existen objeciones a la propuesta, dado que, debido a la naturaleza del comercio electrónico, una "unidad pequeña" no debería representar un obstáculo para la presentación de información completa en el etiquetado, excepto la información requerida por 4.6 y 4.7.1 y, por lo tanto, las unidades pequeñas no deberían estar generalmente exentas. Cualquier circunstancia específica de incumplimiento debería analizarse y justificarse localmente.</p>	<p><b>Argentina</b></p>
<p>5.3 ICGA supports maintaining the bracketed text in 5.3, as a compromise to address this issue.</p> <p>ICGA notes the concern expressed by some member countries regarding the inconsistency between the inclusion of provision 5.3 and the removal of the current exemptions for 'small units' for allergen labeling. ICGA supports providing allergen information to consumers whenever possible despite product packaging size limitations. In certain circumstances where the exemption foreseen in 5.3 would apply, allergen information could still be provided online by the manufacturer, who cares about the health of allergic consumers.</p>	<p><b>ICGA</b></p>
<p>5.3 Our members support maintaining the bracketed text in Provision 5.3 as a compromise to address this issue.</p> <p>We note a concern raised by a Member Country regarding the inconsistency between the inclusion of provision 5.3 and the removal of the current exemptions for small units for allergen labelling. We support providing allergen information to consumers whenever possible despite product packaging size limitations. In certain circumstances where the exemption in 5.3 is applied, allergen information should still be provided on the label.</p>	<p><b>International Confectionery Association</b></p>
<p><b><u>{5.3 The labelling exemption of small units as outlined in Section 6 of the General standard for labelling of pre-packaged foods (CXS 1-1985) does not apply unless justified allowed in specific situations or circumstancescircumstances by the competent authority of the member country.}</u></b></p> <p>As explained during previous consultations and discussions, the EUMS entirely agree on the non-application in the case of product information e-pages of the labelling exemption of small units provided for in in the GSLPF. The EUMS considers indeed that the exemption for small units only applies to the information at the point of delivery given the limited space on the label/package in the case of small units. The point of e-commerce sale allows for full information as it is not affected by the size of the label/package.</p> <p>In a spirit of compromise, the EUMS can however accept that some flexibility be given in other Codex member countries and suggests following modification to the text:</p> <p>"5.3 The labelling exemption of small units as outlined in Section 6 of the General Standard for Labelling of Pre-packaged Foods (CXS 1-1985) does not apply unless allowed in specific situations or circumstances by the competent authority of the member country."</p> <p>It should indeed be avoided that the application of the labelling exemption of small units is only based on an individual justification by the concerned food business operator.</p>	<p><b>European Union</b></p>

<p><b>5.3</b> Australia seeks clarity on the intent of ‘unless justified in specific situations or circumstances’. As Chair of the CCFL Allergen labelling EWG, we note the proposed draft revision of the GSLPF (CXS 1-1985): provisions relevant to allergen labelling (at Step 5) (REP23/FL Appendix II) removes the exemption for small units from applying to the declaration of the listed foods and ingredients (allergens) in sections 4.2.1.4, 4.2.1.7 and (where applicable) 4.2.1.5. CCFL has previously agreed the small unit exemption should not apply to the declaration of allergens. The current wording of section 5.3 removes the Section 6 exemption from applying to prepackaged foods offered via e-commerce unless ‘justified in specific situations or circumstances’. This means the proposed changes to Section 6 for allergen labelling potentially may not apply in the e-commerce context if considered ‘justified’. We would encourage CCFL to consider coherence between changes to the GSLPF relevant to allergen labelling and the proposed draft guidance to ensure the intent for both texts is clear.</p>	<p><b>Australia</b></p>
<p><b>5.3</b> Following our previous recommendations, EFA continues asking for the concretisation of ‘specific situations or circumstances’ where an exemption might still be justified, as suggested in the text.</p> <p>If no clarification is provided, EFA would invite the Chair to delete the sentence, as it would only create uncertainty.</p>	<p><b>European Federation of Allergy and Airways Diseases Patients’ Associations</b></p>
<p><b>5.3</b> Canada supports removing the square brackets from section 5.3.</p>	<p><b>Canada</b></p>
<p><b>5.3</b> FIA supports the inclusion of Section 5.3.</p>	<p><b>Food Industry Asia</b></p>
<p><b>5.3</b> FoodDrinkEurope agrees with the wording of section 5.3 regarding the exemption of small units.</p>	<p><b>FoodDrinkEurope</b></p>
<p><b>5.3</b> Acordamos con el texto entre corchetes, por lo que sugerimos retirar los corchetes. Refleja con mayor claridad la información.</p>	<p><b>Paraguay</b></p>
<p><b>5.3</b> IDF supports the inclusion of this exemption as this aligns with the GSLPF and also allows for situations where the platform provider may not have access to relevant information.</p>	<p><b>IDF/FIL</b></p>
<p><b>5.3</b> Egypt supports the proposed changes are in bold/underline mode that added to the text of purpose as a supplementary text.</p>	<p><b>Egypt</b></p>
<p><b>5.3</b> Saudi Arabia does not support the wording stated in section 5.3, as the justifications for the exemption does not apply in this particular mean of product presentation, since there is more “space” to declare further information related to the product via e-commerce, thus, the physical constraints of a small package do not apply on an e-commerce page. In addition, there is no criteria provided for justifying exemptions in specific situations or circumstances.</p> <p>Thus, Saudi Arabia suggests the following amendment:</p> <p>“5.3 The labelling exemption of small units as outlined in Section 6 of the General Standard for Labelling of Pre-packaged Foods (CXS 1-1985) does not apply and all labelling requirements stated in (CXS 1-1985) shall be declared”.</p>	<p><b>Saudi Arabia</b></p>
<p><b>[5.4 The information on the pre-packaged foods offered for sale in e-commerce shall be provided without any additional costs for the consumer.]</b></p>	
<p><b>5.4</b> Honduras esta de acuerdo con este principio</p>	<p><b>Honduras</b></p>
<p><b>5.4</b> No se presenta ninguna objeción al respecto, dado que garantizar que la información del etiquetado se proporcione sin costos adicionales es esencial para garantizar el derecho del consumidor a una elección informada.</p>	<p><b>Argentina</b></p>
<p><b>[5.4 <u>Access to t</u>he information on associated with the pre-packaged foods offered for sale in e-commerce shall be provided without <u>any additional costs</u> cost for the consumer.]</b></p>	<p><b>USA</b></p>

<p>Regarding the overall guidelines, the United States notes the need to align bracketed section 5.4 with corresponding language in the Use of Technology to Provide Food Information in Food Labelling. As such, the United States would offer similar proposed edits as those provided in CL 2024/55-FL, which seeks to address a fundamental concern regarding unnecessary cost to the consumer to access food information associated with a pre-packaged food offered for sale in e-commerce:</p> <p>“[5.4 Access to the food information associated with the pre-packaged foods offered for sale in e-commerce shall be provided without cost for the consumer.]”</p>	
<p><b>[5.4</b> The information on the pre-packaged foods offered for sale in e-commerce shall be provided <del>without any additional costs for at no fee</del> to the consumer.]</p> <p>While supportive of the general aim set in paragraph 5.4 about consumer protection against abusive or unfair commercial practices, ICGA believes the issue of consumer cost is not within the scope of CCFL and, therefore, do not support the inclusion.</p> <p>ICGA would like to seek further clarifications about introducing such a reference to "costs" in Codex guidelines or any other type of Codex texts.</p> <p>Perhaps, a compromise approach could be to make a general reference to "wherever possible, based on gratuity" or "at no fee to", as worth exploring alternative wording to “costs”.</p>	<b>ICGA</b>
<p><del>[5.4 The information on the pre-packaged foods offered for sale in e-commerce shall be provided without any additional costs for the consumer.]</del></p> <p>While our members support ensuring that labeling information is readily accessible to consumers without additional cost to consumers, we believe the issue of consumer cost is not within the scope of CCFL and, therefore, do not support the inclusion.</p>	<b>International Confectionery Association</b>
<p><b>5.4</b> EFA fully agrees with clause 5.4</p>	<b>European Federation of Allergy and Airways Diseases Patients' Associations</b>
<p><b>[5.4</b> The food information <del>on</del> <u>about</u> the pre-packaged <del>foods</del> <u>food</u> offered for sale <del>in</del> <u>via</u> e-commerce shall be provided <u>to the consumer without any additional costs for charge to access the consumer information.</u>]</p> <p>Canada agrees with the inclusion of section 5.4 specifying that consumers must be provided food information about a prepackaged food that is offered by e-commerce sale free of charge. Canada also agrees that section 5.4 needs to be more specific about the meaning of “costs” so that it does not unintentionally imply that there cannot be any indirect costs to the consumer to access the food information, such as the cost of wifi, mobile data or the cost of the device to access the information.</p> <p>While Canada supports the intent of section 5.4, we note that the current wording could be open to interpretation regarding what "additional costs" include. Therefore, we suggest these modifications to bring clarity and specificity to the wording about costs.</p>	<b>Canada</b>
<p><b>5.4</b> FIA views that the issue of cost in the text is ambiguous and nebulous. It does not belong in Codex text per se and would point out there is no precedent for such inclusion. We continue to support the deletion of Principle 5.4. This concern was raised with the EWG Second Consultation and is referred to in CX/FL 24/48/6 on page 3 about obvious indirect costs to consumers when trying to access the information on the e-page of the prepackaged food, such as Wi-Fi, mobile data costs and the cost of a device. However, there may yet be other indirect costs. Although the WTO technical barriers to trade (TBT) provision 5.2.5. speaks to “equitable” fees</p>	<b>Food Industry Asia</b>

<p>generally relative to conformity assessments, we believe Codex should solicit legal counsel on the question of “cost” relative to sale of food items before such term is integrated into Codex text. Does its inclusion in any way have any foreseen or unforeseen legal ramifications regionally or broadly from a trade perspective? While we understand that the addition of the word ‘additional’ was intended to make this clearer in the e-commerce guidelines, we believe there remains a need for further clarity and specificity for the term “additional cost” and the legal ramifications must also be considered.</p>	
<p><b>5.4</b> FoodDrinkEurope agrees that access to information regarding prepackaged foods offered for sale in e-commerce environments shall be provided without any additional costs.</p>	<b>FoodDrinkEurope</b>
<p><b>5.4</b> De acuerdo en mantener el texto, la misma es clara y entendible conforme lo que se desea transmitir</p>	<b>Paraguay</b>
<p><b>5.4</b> ICBA respectfully request removing section 5.4 as the term “costs” could have legal ramifications and considerations that must be solicited first. The issue of “cost” which exists under Principle 5.4, we continue to note that the issue of cost in this text is ambiguous and nebulous and does not belong in Codex text per se, and would point out there is no precedent for such inclusion. We continue to support deletion of the relevant text. This concern was raised with the eWG’s Second Consultation and is referred to in CX/FL 24/48/6 on page 3 about obvious indirect costs to consumers when trying to access the information on the e-page of the prepackaged food, such as Wi-Fi, mobile data costs and the cost of a device. There may yet be other indirect costs.</p> <p>Although the WTO technical barriers to trade (TBT) provision 5.2.5. speaks generally to “equitable” fees relative to conformity assessments, we believe Codex should solicit legal counsel on the question of “cost” relative to sale of food items before such term is integrated into Codex text. Specifically, does its inclusion in any way have any foreseen or unforeseen legal ramifications regionally or broadly from a trade perspective?</p> <p>While we understand that the addition of the word ‘additional’ was intended to make this clearer in the e-commerce guidelines, we believe there remains a need for further clarity and specificity for the term “additional cost” and the legal ramifications must also be considered.</p>	<b>ICBA</b>
<p><b>5.4</b> Egypt supports the proposed changes are in underline mode that added to the text of purpose as a supplementary text.</p>	<b>Egypt</b>
<p><b><u>[5.5 A statement shall appear on the product information e-page prior to the point of e-commerce sale to inform the consumer about the seller’s policy on shipping their prepackaged foods so that they are delivered within a suitable consumption period in relation to their best-before or expiration dates.]OPTIONAL FOOD INFORMATION PRIOR TO THE POINT OF E-COMMERCE SALE</u></b></p> <p>Canada recognizes that there are varying views in the Committee about whether competent authorities should be able to require or only encourage that an indication of durability be provided by food business operators offering prepackaged foods for eCommerce sale. Some members believe that consumers shopping online should be provided with comparable information they are provided when shopping in a physical store. Providing this information to consumers would help them manage their online purchases in a way that helps reduce food safety risks and food waste.</p> <p>Others believe that an indication of durability should only be encouraged or not provided at all, focussing on practical or logistical considerations in providing this information to consumers. Due to these varying views, there has been difficulty achieving consensus on this item.</p> <p>Therefore, rather than the options proposed in Appendix II of CX/FL 24/48/6, Canada suggests another approach that addresses the intent of those who believe that consumers should be provided with durability information to make an informed choice, while also</p>	<b>Canada</b>

<p>introducing a more outcome-based flexible approach. Similar to Brazil’s proposal in their response to the 2nd EWG consultation, Canada proposes that the seller of prepackaged foods offered for e-commerce sale should inform consumers about their policy for shipping prepackaged foods so that consumers can make informed decisions that take into consideration the expected consumption period of the products they are considering purchasing once they are delivered to them.</p> <p>Examples of such statements could be:</p> <ul style="list-style-type: none"> <li>• “We ship our products freshly made. You can expect that they will remain suitable for consumption for at least 1 week after delivery to your home.”</li> <li>• “We may ship our products up to the Best Before Date indicated on the label” and “standard shipping time – 3 to 4 days”.</li> </ul> <p>Canada believes that this approach is a compromise that addresses the concerns of those who may think that providing an indication of durability presents insurmountable practical and logistical considerations, and those who believe that consumers should be provided with an indication of durability for prepackaged foods sold via E-commerce.</p> <p>If the proposed text in Section 5.5 is included, Canada suggests that the text in square brackets in the first bullet in section 5.1 could be deleted and the newly proposed provision be placed in a separate section to avoid confusion with the exception provided for the declaration of the best-before or expiration date on the product information e-page.</p>	
<b>PRESENTATION OF MANDATORY FOOD INFORMATION</b>	
<p>EFA insists that it is not only mandatory food information that shall be provided, but also voluntary information that is relevant to health such as PAL.</p> <p>These shall be provided directly under the ingredient information or in a special "allergy section" of information for food sold via e-commerce.</p>	<p><b>European Federation of Allergy and Airways Diseases Patients’ Associations</b></p>
<p><b>7.2</b> Food information required by these guidelines shall be clear, prominent and readily legible by the consumer under normal settings and conditions of use for a product information e-page.</p>	
<p><b>7.1</b> Food information required by these guidelines shall be clear, prominent, and readily legible-understandable by the consumer under normal settings and conditions of use for a product information e-page.</p> <p>The United States recommends that Section 7.1 should be aligned with similar language in the technology guidelines (Section 7.10). Recognizing the need for flexibility and the diverse capabilities of consumers to comprehend food information in a variety of product information e-pages, the United States recommends the following edit:</p> <p>“7.1 Food information required by these guidelines shall be clear, prominent, and readily understandable by the consumer under normal settings and conditions of use for a product information e-page.”</p>	<p><b>USA</b></p>
<p><b>7.1</b> We suggest the following edit: "Food information required by these guidelines shall be complete, accurate, up-to-date, clear, prominent, and readily legible by the consumer under normal settings and conditions of use for a product information e-page."</p>	<p><b>International Association of Consumer Food Organizations</b></p>