

(English version)

**Question for written answer E-002738/24
to the Commission
Ciaran Mullooly (Renew)
(3 December 2024)**

Subject: Defective building blocks in Ireland

Several thousand homes in Ireland have suffered very serious damage due to defective construction products containing mica and pyrite. As an MEP, I have visited many affected sites in the north-west of Ireland, and along with multiple stakeholder groups in the region, believe this to be an issue that requires immediate action.

It is also important to note that the Commission has started an infringement procedure against Ireland for insufficient market surveillance (under the Construction Products Regulation ⁽¹⁾).

In this context:

1. Is the Commission monitoring Ireland's response to the infringement process?
2. Can the Commission outline the available consumer rights for the defective products obviously sold to affected homeowners?
3. Does the Commission envisage the provision of resources to help Ireland meet EU construction product safety standards?

Submitted: 3.12.2024

**Answer given by Executive Vice-President Séjourné on behalf of the European Commission
(18 March 2025)**

In July 2024, the Commission opened an infringement procedure ⁽¹⁾ against Ireland for not carrying out market surveillance as required by the Construction Products Regulation (EU) 305/2011 ⁽²⁾. The Commission is assessing Ireland's reply to the letter of formal notice.

The Product Liability Directive 85/374/EEC ⁽³⁾ lays down rules on producers' liability for damages caused by defective products. Victims can claim compensation for damage to, or destruction of, their property. The directive also covers construction materials used in buildings.

To obtain compensation, victims must prove defectiveness of the product and the consequent damage caused, without having to prove fault or negligence from the producer.

Compensation for the defective product itself is excluded from the directive. The directive specifies that the damage caused by the product must be compensated in full. Where a producer is established outside the EU or cannot be identified, importers or suppliers can be held liable on its behalf.

Consumers who bought defective construction materials from professional sellers also have rights under the Sale of Goods Directive ⁽⁴⁾, including the right to rescind the sales contract.

Sellers are liable for the lack of conformity that becomes apparent during a period of two years from delivery. Member States can provide for longer liability periods in national law ⁽⁵⁾.

Member States have a primary responsibility to monitor and enforce the application of the relevant legal provisions. The Commission will continue to monitor the situation and may decide to take appropriate action.

¹ Regulation (EU) No 305/2011 of the European Parliament and of the Council of 9 March 2011 laying down harmonised conditions for the marketing of construction products, ELI: <http://data.europa.eu/eli/reg/2011/305/oj>.

⁽¹⁾ INFR(2024)4003: [https://ec.europa.eu/atwork/applying-eu-law/infringements-proceedings/infringement_decisions/?langCode=EN&version=v1&typeOfSearch=byDecision&page=1&size=10&order=desc&sortColumns=decisionDate&refId=INFR\(2024\)4003&activeCase=true](https://ec.europa.eu/atwork/applying-eu-law/infringements-proceedings/infringement_decisions/?langCode=EN&version=v1&typeOfSearch=byDecision&page=1&size=10&order=desc&sortColumns=decisionDate&refId=INFR(2024)4003&activeCase=true)

⁽²⁾ <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:02011R0305-20241117>

⁽³⁾ Directive (EU) 2024/2853 of the European Parliament and of the Council of 23 October 2024 on liability for defective products and repealing Council Directive 85/374/EEC.

⁽⁴⁾ Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods. The directive applies to sales contracts concluded from 1 June 2022 and similar rules applied under Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees, to contracts conclude before that date.

⁽⁵⁾ For example, in Ireland national law goes beyond the minimum requirements of the directive and provides a general six-year limitation period for contract claims.

National market surveillance authorities are responsible for checking manufacturers' compliance with their obligations under Regulation (EU) 305/2011.
