

LEGAL ALERT

SELECTION OF LEGAL UPDATES

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Major Changes in Product Liability

The field of product liability is on the verge of its most significant transformation in the last four decades. These changes respond to **technological advancements**, the rise of digital ecosystems, and the **shifting dynamics** of global supply chains—prompting European lawmakers to undertake a fundamental revision of the rules.

The current cornerstone of the legal framework, Directive 85/374/EEC, will be replaced by the new Directive (EU) 2024/2853.

This represents a conceptual shift in the legal framework, reflecting **modern business models as well as current case law** of the Court of Justice of the European Union.

It is of fundamental importance for the Czech business environment that the new legislation is based on the **principle of full harmonization**. The Czech legislature will thus have no room for deviating provisions and will be required to incorporate the rules into national law in the form established at the EU level, without the option of introducing either more lenient or stricter provisions.

The deadline for transposing the directive into Czech law is **December 9, 2026**. Given that the new regulations will significantly impact the rights and obligations of manufacturers, importers, and distributors, it is advisable to familiarize yourself with these changes in detail well in advance:

1. A significant narrowing of the scope of entities:

The new legislation **narrows the scope of entities that may assert a direct claim for damages**. Under the strict liability regime, **the emphasis is primarily on the**

protection of natural persons. While previous domestic practice and Supreme Court case law did not distinguish between injured natural persons and legal entities, a legal entity will now generally be able to assert a claim under this regime only by derivation, typically if the right has been transferred to them (e.g., as a result of an insurance payout). For legal entities, this means that, in practice, **their standard of protection will decline**—they will be forced to rely on general liability grounds.

2. Reducing information asymmetry:

Another significant feature of the new legislation is the effort to address the information asymmetry **between the injured party and the manufacturer**, which is particularly crucial in the case of technologically complex products. The Directive introduces the concept of **disclosure of evidence**, under which a court may, in justified cases, order the opposing party to **disclose relevant documentation or data**. The proposed amendment addresses the consequences of breaching this obligation; however, certain parts of the current legislation are not fully compatible with the Directive, which may raise questions regarding practical enforceability. Given that the new rules will apply only to products placed on the market after December 9, 2026, the legislature still has ample time to address these conceptual shortcomings.

The end of the „cheap shipping“ era: EU introduces fee on small parcels

The European Union is preparing a reform of the Customs Code that could significantly transform the conditions for

cross-border online trade.

Among other things, the proposal calls for the introduction of a **EU-wide handling fee** on small parcels originating from third countries.

The aim of this proposal, which represents one of the most significant changes in this area in the last decade, is to level the playing field and respond to the geopolitical reality in which European sellers face a **massive influx of goods** from platforms such as Temu, Shein, and AliExpress.

The new fee, the amount of which will be set by the European Commission (previously, there was speculation about an amount of around **€2**, or approximately CZK 50), is intended to **cover the costs of processing** the enormous volume of packages.

Member states are expected to begin collecting the fee no later than November 1, 2026. **Responsibility for paying the fee is to be borne by the entity that ensures compliance with other customs obligations associated with the shipment**—typically the platform operator or carrier—with the aim of limiting the direct pass-through of costs to the end consumer.

The proposal also provides for the establishment of a new **EU Customs Authority (EUCA)**, whose headquarters are to be determined in the course of 2026; this body will coordinate oversight of the single market.

Autonomy of Will vs. Statute of Limitations: A New Perspective on Loans

In its judgment No. 31 Cdo 3263/2024, the Supreme Court departed from the long-standing case law regarding the statute of limitations for loans without a specified maturity date. Until now, the **actio nata** rule applied, under which the statute of

limitations began to run practically immediately upon the creation of the obligation, which forced creditors to enforce the debt regardless of their **actual intent**.

However, the court has now concluded that, for contracts of indefinite duration, the statute of limitations begins to run only at the moment the loan is actually **terminated**.

The key argument for this change is the **protection of contractual autonomy** and the specific **nature of a loan as a long-term obligation**. The court pointed out the problematic consequences of the previous interpretation, which effectively forced the lender to terminate the contract within three years at the latest in order not to lose their money. Section 2393 of the new Civil Code clearly links maturity to termination; therefore, according to the court, it would be contrary to the spirit of the law to encourage the parties to prematurely terminate contractual relationships solely due to the threat of the statute of limitations. Loans are thus now governed by a regime similar to that of leases or tenancies, where the duration of the relationship is determined by the parties, not by the automatic passage of time.

Should you have any inquiries or require legal consultation, please do not hesitate to contact us at info@sirokyzrzavecky.cz

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