



JOINT FAO/WHO FOOD STANDARDS PROGRAMME

CODEX COMMITTEE ON FOOD LABELLING

Forty-seventh Session

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PROPOSED DRAFT GUIDANCE ON THE PROVISION OF FOOD INFORMATION FOR PREPACKAGED FOODS TO BE OFFERED VIA E-COMMERCE: AMENDMENT TO *THE GENERAL STANDARD FOR THE LABELLING OF PREPACKAGED FOODS* (SUPPLEMENTARY TEXT)

Comments in reply to CL 2023/07/OCS-FL

Comments of Argentina, Australia, Brazil, Canada, Chile, Colombia, Costa Rica, Cuba, Ecuador, Egypt, European Union, Guatemala, Guyana, Honduras, India, Japan, Kenya, Morocco, New Zealand, Panama, Paraguay, Peru, Saudi Arabia, South Africa, Thailand, Uganda, USA, ALAIAB, EFA, FIVS, FIA, FoodDrinkEurope, ICBA, ICGA, ICGMA, ICUMSA, IDF/FIL, IFU, ICA/IOCCC and ISDI

Background

1. This document compiles comments received through the Codex Online Commenting System (OCS) in response to CL 2023/07/OCS-FL issued in March 2023. 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 appendix

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

ANNEX

GENERAL COMMENTS	MEMBER / OBSERVER
<p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>Regarding the second sentence of section 5.3 we suggests its deletion, on the understanding that there should be no space limitation for displaying all food information on electronic pages.</p>	Argentina
<p>A new specific definition is developed such as the one included in the text in square brackets.</p> <p>We agree with the definition proposed in the current draft (option 1) as more appropriate to the text, given the need to be specific in relation to the sale of prepackaged food.</p>	
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>It is considered appropriate to include the first paragraph in square brackets of section 5.3 referring to the minimum duration to prevent disadvantageous situations for consumers when the food information on the labels, at the time of purchase of the products, cannot be verified on the spot.</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>It is considered that this proposed draft could be a separate guideline from the GSLPF, considering that there may be other issues related to electronic commerce which may go beyond the GSLPF. Due to the complexity of e-commerce, an independent text allows defining specific concepts and situations that do not apply to physical labels, and a guideline may have more convenient procedures in case of revisions and updates that may become required. We agree with the recommendation that the text be adopted as a stand-alone guideline</p>	
<p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>It is agreed to include section 5.3, and to include the first paragraph in square brackets of section 5.3 referring to the minimum duration to prevent disadvantageous situations for consumers when the food information on the labels cannot be verified on the spot, at the time of purchasing the products.</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>Yes, the advancement of the text to Step 5 is supported.</p>	
<p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>Although Australia is of the view that a small unit exemption is not so necessary in an e-commerce environment, as there are fewer space limitations compared to physical labels, Australia can support retaining the small unit exemption as suggested in the second sentence of 5.3 in square brackets. However, we propose that 'should' be replaced with 'shall' to be consistent with the rest of the proposed draft text.</p> <p>As Co-Chair of the CCFL Allergen labelling EWG, Australia would also like to note the CCFL47 agenda paper on Food Allergen Labelling proposes to remove the exemption for small units from applying to the declaration of the listed foods and ingredients (allergens) in sections 4.2.1.4 (and proposed new sections 4.2.1.6 and (where applicable) 4.2.1.5). If this proposed draft revision to the GSLPF proceeds, the declaration of foods and ingredients known to cause hypersensitivity would not be part of the exemption for small units as being left to competent authorities to apply in an e-commerce context within their national boundaries.</p>	Australia

GENERAL COMMENTS	MEMBER / OBSERVER
<p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>Australia agrees the first sentence of section 5.3 that is not in square brackets covers the removal of the minimum durability period.</p>	
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>Australia considers the first sentence of section 5.3 that is not in square brackets will allow competent authorities to require information (i.e. additional information) about minimum durability, so the sentence in square brackets is unnecessary and can be removed. In which case, the definition for 'minimum durability' can also be removed from the text.</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF</p> <p>Australia does not support the draft text being supplementary text to the GSLPF as we consider the text does extend beyond the scope of the GSLPF. Specifically, we note references in Section 5.1 (Food information principles) to other relevant Codex texts that are being proposed as also applying to the provision of food information for prepackaged foods offered via e-commerce e.g. Section 3 of the Guidelines on Nutrition Labelling (CXG 2-1985)..</p>	
<p>The definition should be adopted as proposed in the draft text.</p> <p>Australia supports the definition as proposed in the draft text.</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>Australia would like to thank the Chairs of the EWG for the progress made on the proposed draft guidelines. Australia considers it will be important to hear the discussion and views from other CCFL members to establish if the proposed draft guidelines are ready to be advanced.</p>	
<p>Brazil would like to express its gratitude to United Kingdom, Chile, Ghana, India and Japan for coordinating the electronic working group (e-WG) and for preparing the proposed draft guidelines for circulation at Step 3 (CX/FL 23/47/6) and consideration by CCFL47. We appreciate the opportunity to provide comments on this proposal.</p> <p>In relation to the status of the document, Brazil understands that certain provisions of the draft on e-commerce extend beyond the scope of the GSLPF, as new definitions have been developed to deal with the particularities of foods offered for sale via e-commerce. We also agree with the points raised by the e-WG chairs in CX/FL 23/47/6 that a standalone text would be more suitable to deal with concepts for the field of e-commerce that do not apply to physical labels and more manageable for future revisions. Thus, we support the adoption of a separate document instead of a supplementary text as suggested by the chairs of the e-WG.</p> <p>Brazil believes that the outstanding discussion points indicated in CX/FL 23/47/6 can be resolved in the 47CCFL discussions and that the proposed guidelines will be ready to be advanced to Step 5.</p>	Brazil
<p>Canada notes that the project document proposal for new work on internet sales/e-commerce (Appendix 5 of the documents distributed to the eWG in Nov. 2019) states "The scope and purpose of the work is to develop a supplementary text to the General Standard for the Labelling of Prepackaged Foods (GSLPF) which provides for the labelling of food sold through internet sales/e-commerce."</p> <p>The GSLPF applies to the labelling of all prepackaged foods to be offered as such to the consumer or for catering purposes, and the term "consumer" does not apply to persons purchasing prepackaged foods for catering purposes. Canada believes that this Codex text should be revised so that it also applies to persons purchasing prepackaged foods for catering purposes.</p>	Canada

<p>Whether the text is ready for advancement to Step 5.</p> <p>Canada does not believe that the proposed guidelines are ready to advance to step 5 at this stage as there are some key concepts that require discussion during plenary, such as the rationale to include or exclude certain food information during the e-commerce sale when comparable information is required on the label of the prepackaged food. As well, there may not be a common understanding of the meaning of definitions such as the “product information e-page” and “prior to the point of e-commerce sale”, or the purpose and impact of including “national legislation” as a bullet to 5.1 and how it differs from 5.3. Canada’s view on this could change depending on the discussion during plenary.</p>	
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p> <p>Canada supports (1); that the definition should be adopted as proposed in the draft text. Canada believes that the definition is applicable to these guidelines.</p>	
<p>The removal of the minimum durability period and small unit exemptions to consider whether:</p> <p>Please find Canada’s specific comments in section 5.3 of the proposed draft guidelines.</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>Canada believes the guidance extends beyond the GSLPF. The draft is written as though it is a standalone Codex text rather than supplementary text to the GSLPF.</p>	
<p>Whether the text is ready for advancement to Step 5</p> <p>Chile supports the advancement of the text to Step 5</p>	Chile
<p>The definition should be adopted as proposed in the draft text.</p> <p>Chile supports option (1): the definition should be adopted as proposed in the draft text.</p>	
<p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>Chile supports Option (3) The inclusion of Section 5.3 to sufficiently cover the elimination of the previous items. This means to eliminate both the minimum durability period and the exemption for small units. The main reason being that it is very difficult to manage minimum durability with too many food operators involved in the e-commerce transactions, and it may not be applicable especially to perishable foods with short shelf life and thus be the cause food waste.</p> <p>Moreover, we believe that the exemption of small units is not required, as there should be no space limitation to display all food information on electronic devices in e-commerce circumstances.</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>Chile does not have a specific choice regarding the location of the text, since on one hand we see that there is a dependency between the two, but, on the other hand, being an independent guide avoids the complexity in the review and consultations to be carried out due to the rapid development and evolution of the electronic commerce model.</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>Chile does not have a specific choice regarding the location of the text, given the fact that we perceive that there is a dependence between the two but, on the other hand, being an independent guideline avoids the complexity in the review and consultations to be carried out, when appropriate, due to the rapid development and evolution of the electronic commerce model.</p>	

<p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>Chile supports Option 3: Eliminate both the minimum durability period and the small unit exemption. Mainly, as it is very difficult to manage the minimum durability with too many food operators involved in the e-commerce transaction, especially it may not be applicable to perishable foods with short shelf life and cause food waste.</p> <p>On the other hand, we believe that the small unit exemption is not required, as there should be no space limitation to display all food information on electronic devices in e-commerce circumstances.</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>Chile supports the advancement of the text to Step 5.</p>	
<p>The definition should be adopted as proposed in the draft text.</p> <p>Chile supports the modified WTO definition (1) proposed in the draft text.</p>	
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether</p> <p>Colombia considers that this definition has already been extensively discussed during the development of this work and agrees to adopt the proposal in the project text and raises the following concerns:</p> <ol style="list-style-type: none"> 1. Does the scope of e-commerce cover the distribution of food or can the distribution be considered a post-e-commerce activity? 2. Does the scope of e-commerce cover physical delivery of food or can this be considered a post-e-commerce activity? 3. Does the scope of e-commerce include physical receipt of food or can this be considered a post-e-commerce activity? 	Colombia
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>Colombia considers that it does extend beyond the scope of the GSLPF, as it is not limited to the information on the label of the prepackaged food but to the one presented in the virtual space of electronic commerce and, therefore, we agree that it is a complementary text of the GSLPF.</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>Colombia is in agreement to advance to Step 5.</p>	
<p>The removal of the minimum durability period and small unit exemptions to consider whether:</p> <p>We agree with Option 3, as we supported it as a country position in January 2023: the elimination of exemptions for small units and minimum durability periods and their replacement by text 5.3.</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>Costa Rica supports the advancement of the text to Step 5.</p>	Costa Rica
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p> <p>Costa Rica supports the proposed definition and therefore we agree with Option 1, but we suggest an adjustment as shown below.</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>Costa Rica considers the guidance on electronic commerce to be a separate text with cross-references to the GSLPF and we agree that section 5 extends beyond the scope of the GSLPF.</p> <p>However, Costa Rica would not object to it becoming an annex to the GSLPF.</p>	

<p>The removal of the minimum durability period and small unit exemptions to consider whether:</p> <p>Costa Rica does not support section 5.3 because competent authorities may have different or contradictory requirements as to what additional information must be provided and when such information must be displayed during the online sale. This can create difficulties for merchants trying to meet the different requirements and create confusion for consumers when making their purchase decisions. In addition, in some cases, there may be language or cultural barriers that make it difficult to understand the additional information required by the competent authority thus increasing the complexity of the harmonisation.</p> <p>In addition, Costa Rica considers that the exemption of small units on the e-commerce website or its point of sale should not be applied, since there are no space restrictions in that environment. Similarly, it supports the abolition of the minimum duration because of the logistical difficulties involved in implementing such a requirement.</p>	
<p>Cuba appreciates comments on the Proposed Draft Guidelines on the Provision of Food Information for Prepackaged Foods Offered through Electronic Commerce.</p> <p>General comment</p> <p>Cuba considers that this proposed draft of the guidelines is in line with companies that develop electronic commerce and that it will be part of their working procedures in front of consumers who make their food purchases through this modality.</p> <p>We suggest to the Electronic Working Group that prepared the document that in paragraphs 2. SCOPE (third sentence of 2.1) and 3. DEFINITIONS (seventh sentence) to be replaced ... The consumer is committed ... <i>[Translator's Note: in the Spanish version "el consumidor se compromete"]</i> by... The consumer decides .<i>[TN: "el consumidor decide"]</i> .. Apparently it is a problem of translation from English to Spanish and in this way the idea is clearer and more understandable.</p>	Cuba
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>Ecuador considers that the aspect of minimum duration should remain included as suggested in the first sentence of Section 5.3 in square brackets (Appendix II, Section 5. Principles of food information).</p>	Ecuador
<p>Whether the text is ready for advancement to Step 5.</p> <p>Ecuador considers that the text of the document is well structured, so it would be ready to move forward to Step 5.</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>Ecuador considers that the text of the document, does indeed extend beyond the scope of the GSLPF and can be adopted as a guideline; however, we support the decisions that may be taken during the CCFL47.</p>	
<p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>Ecuador considers that the small unit exemption should be included as suggested in the second sentence of Section 5.3 in square brackets (Appendix II, Section 5. Principles of food information).</p>	
<p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>Ecuador considers that the inclusion of Section 5.3 sufficiently covers the deletion of the previous points.</p>	

<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p> <p>Ecuador suggests that the definition described below be considered as it contemplates the fusion of the 2 definitions described in the text of the proposed draft under review:</p> <p>[Electronic commerce: means the marketing, sale, or purchase of food products by electronic or virtual means, using methods specifically designed to receive or place orders].</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>Egypt supports the proposed draft text as a supplementary text to the GSLPE and extends the scope of the GSLPE to include food information for prepackaged foods offered via e-commerce.</p>	Egypt
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>The guidelines for the sale of pre-packaged food products via e-commerce are in line with the GSLPF. However, there are additional definitions and rules that are specific to online commerce, and therefore partially different from the average physical sale. For example, buyers will come into possession of the asset only after the deed of purchase. However, food safety regulations such as the labelling of basic information, including allergens, apply to both types of trade.</p>	European Federation of Allergy and Airways Diseases Patients' Associations (EFA)
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p> <p>The definition of "e-commerce" should remain as defined by the WTO, as it generally describes the meaning of the word. A more specific definition of food e-commerce could be added where it is explicitly described as the marketing, sale and purchase of pre-packaged food products.</p>	
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>The e-page product information should always indicate the period between the arrival of the product and the minimum shelf life. This information is needed to inform consumers of the time within which they will have to consume the food once it becomes available safely and thus make an informed choice when purchasing. It would also reduce the risk of having to throw away food and thus contribute to food waste. Therefore, the possibility of entering such information should be mandatory in each country and not left at the discretion of individual states.</p>	
<p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>Regarding the information exemption for small amounts of food, we believe this should not apply to online commerce. This possibility has been included for products with small packaging that cannot contain all the information. In an e-commerce context, this problem does not exist as webpages do not have a space limit. Information can be provided and made available before purchase. This possibility is valuable for some information, such as the presence of allergens. Today, online sales have increased significantly, and it is necessary to protect the safety of consumers, especially the vulnerable ones. Knowing the list of ingredients is also helpful for those who follow specific diets, such as vegans. Also, in this case, the obligation to provide mandatory information relating to allergens must be extended globally and not left at the discretion of individual Member States.</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>We deem it essential to dwell on point 5, particularly the indication of the minimum duration and the information for foods of small quantities. Information regarding allergens must always be available to the consumer before, during and after the purchase. For EFA this is a crucial gap to be fulfilled before the document proceeds to Step 5.</p>	

<p>Whether the text is ready for advancement to Step 5.</p> <p>Depending on the outcomes of the discussion at CCFL47, the EUMS will consider the possibility to advance to Step 5.</p>	<p>European Union</p>
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>The EUMS do not consider that the proposed draft extends beyond the scope of the GSLPF and support the status of the draft text as a supplementary text to facilitate its implementation as agreed at CCFL46.</p>	
<p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>The EUMS do not support the addition of section 5.3. The EUMS consider that the reference to national rules is not appropriate in this context, as national rules could undermine the harmonisation process undertaken by this document.</p>	
<p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>The EUMS support the deletion of the small unit exemption. The EUMS consider that the exemption for small units only applies to information at the point of delivery given the limited space on the label/package. The information at the point of e-commerce sale allows for full information as it is not affected by the size of the unit. On the contrary, the EUMS consider that section 5 should clearly state that this exemption does not apply at the point of e-commerce sale and that complete information must be provided regardless of the size of the food product.</p>	
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>The EUMS support the removal of the minimum durability period, as this new concept may be confusing for consumers and would be very difficult to implement by food business operators. Consequently, the EUMS support the deletion of the definition of minimum durability in section 3, as it will not be used in the text.</p>	
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p> <p>The EUMS support the WTO definition of e-commerce without the proposed amendments, which reads as follows: "e-commerce" means production, distribution, marketing, sale or delivery of goods and services by electronic means.</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>FIVS believes this guidance fits within the remit of the GSLPF as it concerns "the labelling of all prepackaged foods to be offered as such to the consumer". As such it should be included as an Annex to the GSLPF.</p>	<p>FIVS</p>
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>FIVS disagrees with the requirement for the inclusion of an indication of a reasonable minimum durability from the point of delivery if the product is exempted as outlined in section 4.7.1.vi of the GSLPF (CXS 1-1985) (i.e. wines, liqueur wines, sparkling wines, aromatized wines, fruit wines and sparkling fruit wines; beverages containing 10% or more by volume of alcohol).</p>	
<p>The unamended WTO definition should be used instead.</p> <p>FIVS supports using the unamended WTO definition of e-commerce: "e-commerce" means the marketing, sale, or purchase of food stuffs through electronic or virtual means.</p>	

<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>FIA believes that the e-commerce guidance should not be separated from the GSLPF due to the dependency between the two. Therefore, we support the retention of the guidance as a supplementary text to the GSLPF.</p> <p>The removal of the minimum durability period and small unit exemptions to consider whether:</p> <p>FIA does not support the inclusion of small unit exemptions and minimum durability periods.</p> <p>Whether the text is ready for advancement to Step 5.</p> <p>FIA supports the advancement to Step 5 or even Step 5/8 if there is alignment at CCFL47 to do so.</p> <p>The definition should be adopted as proposed in the draft text.</p> <p>FIA supports the amended WTO definition on e-commerce as proposed in the draft text. We view that the new definition would mean these guideline apply to any marketing even if not for the purpose of receiving or placing an order which could be a problem.</p> <p>General Comment</p> <p>Point 5(d) of the discussion paper which refers to the general principles of the guidelines should be revised to "Section 3 of the GSLPF".</p>	<p>Food Industry Asia</p>
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>1. Minimum durability</p> <p>FoodDrinkEurope does not support the current draft text, as presented in Appendix II of CX/FL 23/47/6, on the requirements relating to minimum durability. The proposed text does not provide enough flexibility to Food Business Operators.</p> <p>As highlighted in FoodDrinkEurope's previous comments, implementing an indication of "minimum durability" presents significant logistical challenges and risks going against the objective of limiting food waste. Notably, it may represent an additional burden related to stock management as a typical e-retailer's system is not designed to sell products by lot number and as a consequence may not be able to identify a product's specific best before/use-by date or know how much time is left before that date at that exact point of ordering online.</p> <p>For these reasons, we suggest reverting to the text proposed under CX/FL 21/46/7 (Section 5.1), by which FBOs are "encouraged" to present a period of minimum durability on the product information e-page: "[...] an indication of a minimum durability applicable from the point of delivery is encouraged to be displayed".</p> <p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>2. Small unit exemption</p> <p>FoodDrinkEurope does not believe that this exemption is necessary in an e-commerce environment. The exemption is needed on small physical labels due to space limitations; in an online environment, however, space is not limited by label size.</p> <p>Whether the text is ready for advancement to Step 5.</p> <p>FoodDrinkEurope believes that the above-mentioned amendments should be made before the document can advance to Step 5.</p> <p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p>	<p>FoodDrinkEurope</p>

FoodDrinkEurope supports the inclusion of the draft text in a separate guidelines document.	
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>Guatemala do not agree with the inclusion of numeral 5.3 in its entirety. And neither does the definition of Minimum Duration, because both have very confusing wording.</p> <p>With respect to 5.3 This requirement shall not be feasible for retailers and manufacturers. The establishment of this additional criterion will introduce a requirement beyond the current provisions in GSLPF and will also result in unnecessary food waste. This is not in line with Target 12.3 of the Sustainable Development Goals, which seeks to halve global food waste at the retail and consumer level by 2030.</p> <p>Additionally, what is proposed to add information in 5.3 is already considered in 5.1 so it becomes unnecessary.</p> <p>Also consider that the shipment of products through third parties, makes this factor is beyond the control of the manufacturer. Ex: Border controls, procedures of each country, etc.</p> <p>While we agree that products should be within the stated shelf life, we would like to emphasize that product delivery is generally beyond the manufacturers control.</p> <p>If the Committee decides to retain the text of 5.3 and definition on minimum durability, the text should not suggest that the manufacturer is responsible for ensuring delivery of a product within this time period.</p>	Guatemala
<p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>Requests the deletion of all numeral 5.3, in accordance with the previous answer. Numeral 5.3 becomes contradictory to what is already established in 5.1 where it refers to the information that must be declared.</p>	
<p>The inclusion of 5.3 to sufficiently cover the removal of the above points</p> <p>Requests the elimination of numeral 5.3.</p>	
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p> <p>supports adopting option 1: Electronic commerce means the distribution, marketing, sale or delivery of goods and services by electronic means by methods specifically designed to receive or place orders. [Adapted from WTO definition from 2022].</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>We agree that as long as these observations are taken into account, the text would be ready to move forward to step 5.</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>We believe that the e-commerce text should not be separated from the GSLPF because of the close relationship between the texts. We support keeping the e-commerce guide as a complementary text to the GSLPF, as there is significant overlap between the two in terms of content. At this time, there is no solid reason to make this a separate document from the GSLPF.</p> <p>Given the terms of reference of this work, and because of the close connection and dependence of the provisions of the GSLPF, it would seem to make more sense to connect the two more closely, using an Annex.</p>	
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p> <p>Guyana supports the unamended WTO definition for e-commerce for the sale of pre-packaged foods.</p>	Guyana

<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>ICBA notes there is substantial overlap between the GSLPF and this draft e-Commerce guidance.</p>	<p>ICBA</p>
<p>The definition should be adopted as proposed in the draft text.</p> <p>ICBA supports the amended WTO definition as proposed in the draft text.</p>	
<p>The removal of the minimum durability period and small unit exemptions to consider whether:</p> <p>Please see details below.</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>We would support advancement of the text to Step 5 or even Step 5/8 if there is alignment within the Committee at CCFL47 to do so. All will depend on the consensus reached out during CCFL47 about the main structure of the document and on main aspects of the text. ICGA anticipates however that more work may be needed on these guidelines prior to its advancement to Step 5.</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>At this time, ICGA does not have any preference as to whether this document shall be considered as a standalone guidance or as part of the GSLPF (CXS 1). Food information requirements within the GSLPF would be met at the point of delivery through the information provided on the product label, unless specified otherwise. ICGA has taken the position in the past that CXS 1 should be the unique reference in terms of food labelling requirements for foods delivered to the final consumer.</p>	<p>ICGA</p>
<p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>ICGA believes that even with the inclusion of the general statement in 5.3, the provision should still include the specific example of small package exemptions.</p>	
<p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>ICGA encourages retaining the specific language related to exemptions for small packages within the guidelines to maintain consistency between requirements for on package labelling and those in an e-commerce setting. Though space is not a concern in an e-commerce setting, and technology provides an opportunity to provide consumers with additional information, current supply chain complexities necessitate maintaining this exemption in limited cases.</p> <p>Under section 6 of the GSLPF, small packages under 10 sq. centimeters are exempt from providing certain mandatory labelling elements such as ingredients lists due to their size. Instead, manufacturers often provide this information through a customer care phone number on a package.</p> <p>Under most situations, authorized e-commerce sellers of confectionery products will have access to full labelling information provided by the manufacturer (regardless of package size constraints). However, current supply chain complexity is that manufacturers cannot always control the products that are resold online. If the third-party e-commerce seller is unauthorized, they may only have access to the information that is available on the product label. Given this complexity, ICGA believes that the guidelines should maintain the exemption for small packages in an e-commerce setting to maintain business continuity. ICGA believes that continued collaboration between manufacturers and e-commerce sellers is needed to ensure that consumers have access to product information that is not provided on a package label. We believe that technology can be a useful tool to provide this information but that this supply chain complexity must be addressed in this draft.</p>	

<p>ICGA reiterates its previous comments formulated in particular during the CCFL45 plenary meeting that CCFL shall consider modernizing the definitions applicable to "small packs".</p>	
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>ICGA recommends removal of the bracketed provisions related to minimum durability periods and the associated definition of "minimum durability" that is included in these guidelines.</p> <p>E-commerce sellers should ensure that a product, when delivered, is fit for consumption by consumers. On a voluntary basis, a food operator/retailer can decide to indicate the minimum durability period if practical and relevant. Voluntary inclusion of such a statement could encourage e-commerce sellers to better manage inventory.</p> <p>If included as defined, provisions for minimum durability may add undue burden on manufacturers and e-commerce sellers. If the bracketed text is included, we believe that this area needs further discussion at the EWG with all relevant stakeholders including food business manufacturers, online retailers, and third-party sellers. The provision must also be fully consistent with the relevant provisions on date marking set in the GSLPF (CXS 1 (2018 version)) for food categories for which no mandatory minimum date of durability is set (e.g., chewing gum).</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>ICGMA believes that the e-commerce text should not be separated from the GSLPF because of the close relationship between the texts. We support retaining the e-commerce guidance as a supplementary text to the GSLPF.</p> <p>The removal of the minimum durability period and small unit exemptions to consider whether:</p> <p>We do not support the addition of text proposed under 5.3. Please see comments below.</p> <p>The definition should be adopted as proposed in the draft text.</p> <p>We support keeping the amended WTO definition as the proposed in the draft text.</p> <p>Whether the text is ready for advancement to Step 5.</p> <p>We would support advancement of the text to Step 5 or even Step 5/8, providing concerns outlined below are addressed, and there is alignment within the Committee at CCFL47 to do so.</p>	<p>ICGMA</p>
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>IDF is neither in favour nor in opposition to the proposal to have a separate guideline. However, IDF would like to indicate that there is a risk of misalignment if the e-commerce guidelines sit outside the GSLPF.</p> <p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>IDF supports the current text of 5.3 therefore the text in square brackets regarding the exemption of small units is not necessary.</p> <p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>IDF supports the inclusion of 5.3 as it sufficiently covers the removal of the above points.</p> <p>Whether the text is ready for advancement to Step 5.</p> <p>IDF supports the progress of the text to Step 5 if the minimum durability period remains removed.</p>	<p>IDF/FIL</p>

<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>IDF supports the removal of the minimum durability. While we agree products should be within the stated shelf life, for globally distributed products it is not feasible or practical to define a consistent minimum durability period and if such a requirement is in place it may result in meaningless conservative periods.</p> <p>This requirement may increase food waste which is not in line with Sustainable Development Goal Target 12.3 which seeks to halve global food waste at retail and consumer levels by 2030. The actual shelf life of food products should remain solely established by the labels on prepackaged food items.</p> <p>IDF strongly opposes the text in square brackets.</p>	
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p> <p>IDF supports the use of the WTO definition (option 2) in order to keep consistency.</p> <p>IDF is concerned the alternative text proposed in square brackets (option 3) is not specific and through omission of key text could therefore include any type of marketing material placed online.</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>We agree that the text should be supplementary to the GSLPF</p> <p>Whether the text is ready for advancement to Step 5.</p> <p>We can support advancement of the text to Step 5</p> <p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>We do not consider a definition of minimum durability to be necessary</p> <p>The definition should be adopted as proposed in the draft text.</p> <p>We support the definition as amended from the WTO definition</p>	IFU
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>At this time, ICA does not have concerns with this document being considered a standalone guidance. Food information requirements within the GSLPF would be met at the point of delivery through the information provided on the product label, unless specified otherwise.</p> <p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>ICA believe that even with the inclusion of the general statement in 5.3, the provision should still include the specific example of small package exemptions.</p> <p>Whether the text is ready for advancement to Step 5.</p> <p>ICA believes that more work needs to be done on the guidelines prior to advancement to step 5</p> <p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>ICA encourages retaining the specific language related to exemptions for small packages within the guidelines to maintain consistency between requirements for on package labelling and those in an e-commerce setting. Though space is not a concern in</p>	International Confectionery Association

<p>an e-commerce setting, and technology provides an opportunity to provide consumers with additional information, current supply chain complexities necessitate maintaining this exemption in limited cases.</p> <p>Under section 6 of the GSLPF, small packages under 10 sq. centimeters are exempt from providing certain mandatory labelling elements such as ingredients lists due to their size. Instead, manufacturers often provide this information through a customer care phone number on a package.</p> <p>Under most situations, authorized e-commerce sellers of confectionery products will have access to full labelling information provided by the manufacturer (regardless of package size constraints).</p> <p>However, current supply chain complexity is that manufacturers cannot always control the products that are resold online. If the third-party e-commerce seller is unauthorized, they may only have access to the information that is available on the product label. Given this complexity, ICA believes that the guidelines should maintain the exemption for small packages in an e-commerce setting to maintain business continuity.</p> <p>ICA believes that continued collaboration between manufacturers and e-commerce sellers is needed to ensure that consumers have access to product information that is not provided on a package label. We believe that technology can be a useful tool to provide this information but that this supply chain complexity must be addressed in this draft.</p>	
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>ICA recommends removal of the bracketed provisions related to minimum durability periods and the associated definition of “minimum durability” that is included in these guidelines.</p> <p>E-commerce sellers should ensure that a product, when delivered, is fit for consumption by consumers. On a voluntary basis, a food operator/retailer can decide to indicate the minimum durability period if practical and relevant. Voluntary inclusion of such a statement could encourage e-commerce sellers to better manage inventory.</p> <p>If included as defined, provisions for minimum durability may add undue burden on manufacturers and e-commerce sellers. If the bracketed text is included, we believe that this area needs further discussion at the EWG with all relevant stakeholders including food business manufacturers, online retailers, and third-party sellers. The provision must also be fully consistent with the relevant provisions on date marking set in the GSLPF (CXS 1 (2018 version)) for food categories for which no mandatory minimum date of durability is set (e.g., chewing gum).</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>If the concerns expressed by ISDI are taken into consideration, ISDI would support advancement of the text to Step 5 if there is alignment within the Committee at CCFL47 to do so.</p>	<p>International Special Dietary Food Industries</p>
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>ISDI believes that the e-commerce text should not be separated from the GSLPF because of the close relationship between the texts. ISDI supports retaining the e-commerce guidance as a supplementary text to the GSLPF, as there is significant overlap between the two in terms of content. At this time, there is not strong rationale for making this a separate document from the GSLPF. Given the terms of reference of this work, and due to the close connection to and dependency on provisions in the GSLPF, it would seem to make more sense to connect the two more closely, using an Annex.</p>	
<p>The removal of the minimum durability period and small unit exemptions to consider whether:</p> <p>ISDI does not support the addition of text proposed under 5.3. Please see comments below.</p>	
<p>The definition should be adopted as proposed in the draft text.</p>	

ISDI supports keeping the amended WTO definition as the proposed in the draft text.	
<p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>We think it is difficult to establish uniform provisions especially regarding the minimum durability because there are situation and policy of each country. What information should additionally be provided on the product information e-page should be determined by each country. Therefore, we think excessively specific provisions should not be included in this draft text. Thus, we support (3).</p>	Japan
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>We think this draft text would extends beyond the scope of GSLPF since this text states that nutrition information shall be provided on the product information e-page. We also think this draft text doesn't affect GSLPF directly (but this draft text is in the influence of GSLPF). Therefore, we think this draft text should be a standalone guidelines.</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>While there are still differences of opinions on some points, we think that we can move on to Step 5 and discuss further about the remaining details.</p>	
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p> <p>Comment: Kenya proposes the definition of WTO for e-commerce be adopted without amendment to read, 'e-commerce means the production, distribution, marketing, sale or delivery of goods and services by electronic means' Rationale: Considering that most members of Codex are also Member states of WTO, it would be appropriate to have a common interpretation of terms especially those that will be used in trade. This will allow consistency of implementation of standards and regulations (where applicable).</p>	Kenya
<p>The removal of the minimum durability period and small unit exemptions to consider whether:</p> <p>Comment: Kenya supports inclusion of minimum durability in the standard and as defined Rationale: As the term is used in clause 5.3 (taking into account Kenya's comments) of draft standard, it is important to the consumers to get guidance of the minimum period within which a product may be allowed into the national bounders which varies from Country to Country for example in Kenya food products should arrive at the borders when it has a shelf life of more or equal to 75 % of the shelf life. This will enable consumers make informed decision on whether to procure a certain commodity to avoid any losses.</p>	
<p>General Comment</p> <p>Kenya proposes that this guideline be published as a stand-alone standard or part of annex to the Proposed draft Guidelines on the Use of Technology to Provide Food Information Rationale: These two proposed drafts aim to introduce the use of technology in labelling and trade and thus the importance of them being in the same document as opposed to their annexing in CXS 1-1985 as there is no direct link.</p>	
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>To be deleted</p>	Morocco
<p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>The exemption should be removed</p>	

<p>A new specific definition is developed such as the one included in the text in square brackets.</p> <p>The definition between brackets is the most suitable</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>No objection</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF</p> <p>No objection to the recommendation to consider the text as an autonomous directive</p>	
<p>General comment</p> <p>In addition to the specific questions New Zealand also wishes to provide the following comments:</p> <p>New Zealand would welcome discussion in the Committee on the criteria to be considered when deciding whether a text should be supplementary to an existing standard or guideline or a stand-alone document. We are of the view that the Committee should be consistent in its decision making on this regard and note that there are other current work items for which a decision on placement will need to be taken.</p> <p>New Zealand does not support the removal of the text 'similar to the information they would find on the physical label of the food' from the purpose of the draft text as it is an integral part of the purpose. New Zealand considers the key purpose of this text is to ensure consumers have similar information when shopping for food online or in store. We also note this is stated in Principle 5.1 The food information required to be provided on the label of a prepackaged food or in associated labelling, shall be provided on the product information e-page of the prepackaged food prior to the point of e-commerce sale,</p> <p>New Zealand therefore strongly supports the purpose as originally drafted:</p> <p>The purpose of this guidance is to ensure consumers buying prepackaged foods via e-commerce have adequate information to make informed choices, similar to the information they would find on the physical label of the food.</p>	<p>New Zealand</p>
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>New Zealand considers this draft text should be a supplementary text to the GSLPF as it does not extend beyond the scope of the GSLPF.</p> <p>The information requirements for prepackaged foods offered for sale via e-commerce are similar to those required on the physical label of prepackaged foods by the GSLPF and we consider this text is an extension of the GSLPF and not standalone guidance.</p> <p>The scope of the GSLPF is "This standard applies to the labelling of all prepackaged foods to be offered as such to the consumer or for catering purposes and to certain aspects relating to the presentation thereof"</p> <p>New Zealand considers that foods sold via e-commerce channels are captured by the scope of the GSLPF as they are "prepackaged foods offered as such to the consumer".</p> <p>Adding extra definitions in a supplementary text/annex is not unusual – for example Guidelines on Front of Pack Nutrition Labelling contain definitions additional to those in the Guidelines on Nutrition Labelling of which they are an Annex.</p> <p>New Zealand would welcome discussion in the Committee on the criteria to be considered when deciding whether a text should be supplementary to an existing standard or guideline or a stand-alone document. We are of the view that the Committee should be consistent in its decision making on this regard and note that there are other current work items for which a decision on placement will need to be taken.</p>	

<p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>New Zealand does not consider the proposed draft text for 5.3 is necessary and would support its deletion. It is not necessary to explicitly state that national authorities can require other information and specify the point at which this is to be provided. This is at the discretion of national/regional authorities without the need to state it in this text. We further note that 5.1 already explicitly includes a reference to food information required by any national regulations so we see no need to repeat it by adding clause 5.3.</p>	
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p> <p>New Zealand does not see the need to amend the WTO definition but can also support the amended definition proposed in the draft text. New Zealand does not support the new specific definition provided in square brackets as it is not specific. We do not support the omission of key text such as 'distribution' or 'delivery', which are included in the other definitions.</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>New Zealand supports advancement of the text to Step 5 provided that the text does not introduce requirements that are additional to those currently required on the physical label, such as the proposed requirement for minimum durability after delivery.</p>	
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>New Zealand supports the removal of reference to minimum durability period and as such does not support the 5.3 text in square brackets.</p>	
<p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>New Zealand supports the removal of reference to small unit and as such does not support the 5.3 text in square brackets.</p>	
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>Panama considers that this is desirable, as suggested in the first sentence of Section 5.3 in square brackets.</p>	Panama
<p>The unamended WTO definition should be used instead.</p> <p>Panama considers that the unchanged WTO definition is valid. However, it considers that a modification is feasible to improve its implementation.</p>	
<p>The definition should be adopted as proposed in the draft text.</p> <p>Panama considers that the proposed form is adequate and therefore we support its consideration.</p>	
<p>whether the text is ready for advancement to Step 5.</p> <p>Panama considers that progress could be made.</p>	
<p>A new specific definition is developed such as the one included in the text in square brackets.</p> <p>Panama would agree and support such a new definition.</p>	
<p>When providing comments on the abovementioned, members and observers should take into account the outcomes of discussion in the EWG, the conclusions and recommendations (see paras. 5 – 8 of CX/FL 23/47/6) as well as the analysis in Appendix I of CX/FL 23/47/6.</p> <p>Panama supports the results of the discussion held in the Electronic Working Group, its conclusions, and recommendations.</p>	

<p>the status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>Response: Panama considers that the text is consistent and falls within the scope of the GSLPF.</p> <p>SCOPE</p> <p>This Standard applies to the labelling of all prepackaged foods offered as such to the consumer or for catering purposes, and to certain aspects related to the presentation thereof.</p>	
<p>A new specific definition is developed such as the one included in the text in square brackets.</p> <p>It is our view that the current WTO definition is broader but less specific to food trade, so we proposed a small adjustment to the text in the Definition point, which we believe makes the definition clearer.</p>	Paraguay
<p>General Comment</p> <p>The committee considered the following responses:</p> <p>(i)The Commission considers that the proposed draft guidelines on the provision of food information for prepackaged foods offered through e-commerce do not and should not extend beyond the GSLPF guidelines.</p> <p>(ii)The commission favours the bracketed definition: ["electronic commerce" means the marketing, sale, or purchase of food products through electronic or virtual means]</p> <p>(iii)The committee favours the text described in section 5.3: A competent authority may require that additional information regarding the prepackaged food be indicated on the electronic product information page and may specify at what point in the e-commerce sale such information will be displayed.</p> <p>(ii)The committee considers that the text is not yet ready, and therefore recommends that it should not yet proceed to Step 5</p>	Peru
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>The Kingdom of Saudi Arabia believes that the current draft text extends beyond the scope of the GSLPF, thus, we do not recommend adding it as a supplementary text to the GSLPF. Not to mention that the methods of e-commerce is constantly evolving and rapidly changed. As a result, the current draft text might require frequent updating when compared to GSLPF.</p>	Saudi Arabia
<p>Whether the text is ready for advancement to Step 5.</p> <p>The Kingdom of Saudi Arabia supports the advancement of the draft text to Step 5, taking into account that our comments above were reflected in the draft text.</p>	
<p>The removal of the minimum durability period and small unit exemptions to consider whether:</p> <p>The Kingdom of Saudi Arabia supports the remaining of minimum durability and small unit exemption as stated in the first and second sentences of 5.3 in square brackets.</p>	
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p> <p>The Kingdom of Saudi Arabia would like to emphasize on the provision of nutritional information via e-commerce taking into account the difference of labelling requirements in each country. Thereby, we would like to draw your attention to the definition of e-commerce, which shall include “means the distribution, marketing, sale or delivery of goods and services by electronic means by methods specifically designed for the purpose of receiving or placing of orders within the geographic area or country”.</p>	
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p>	South Africa

<p>South Africa does not support the proposed definition of minimum durability in square brackets.</p> <p>Rationale: We need to ensure consistency with the provisions of the GSLPF. The date of minimum durability was removed when the GSLPF was amended in 2018. This also contributes to the Sustainable Developmental Goal Target 12.3 which seeks to reduce global food waste.</p>	
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>South Africa support the retention of the guidance as a supplementary text to the GSLPF.</p> <p>Rationale: South Africa is of the opinion that the guidance should not be separated from the GSLPF due to the dependency between the two. There is a risk of misalignment if the e-commerce guidelines are separated from the GSLPF or as a standalone document</p>	
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p> <p>South Africa supports the new specific definition in square brackets, based on the majority preference following the second round of consultations.</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>South Africa supports the progress of the draft guideline to step 5, subject to consideration of comments submitted.</p>	
<p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>South Africa supports the removal of section 5.3. This section is not necessary, as referenced above.</p>	
<p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>South Africa supports the removal of the text in square brackets regarding the exemptions of small units as it is not relevant/necessary for e-commerce. This is also in-consistent with the mandatory minimum information and labelling exemptions in the GSLPF.</p>	
<p>General Comment</p> <p>In principle, Thailand does not object the advancement of this draft guidance to Step 5.</p> <p>To be in line with the purpose of this document as guidance, Thailand proposes using the term "should" instead of "shall" throughout the text, especially in the principles and presentation of mandatory food information.</p>	<p>Thailand</p>
<p>The status of the draft text as a supplementary text to the GSLPF and consider whether the text extends beyond the scope of the GSLPF.</p> <p>Uganda proposes a standalone guideline</p> <p>Rationale: The guideline is intended for online sales/purchases (e-commerce) that don't apply to physical labels that the GSLPF covers.</p>	<p>Uganda</p>
<p>The inclusion of 5.3 to sufficiently cover the removal of the above points.</p> <p>Uganda proposes the deletion of 5.3 since minimum durability and small units are proposed for retention and this will allow the competent authority to consider which information it may apply at one point in the e-commerce sale.</p>	
<p>The proposed definition of e-commerce, as amended from the WTO definition, and consider whether:</p>	

<p>Uganda supports the definition of e-commerce in the draft text as adapted from the WTO definition as of 2022. Rationale: It's more elaborate and detailed in relation to the sale of prepackaged foods.</p>	
<p>The minimum durability should remain removed or included as suggested in the first sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>Uganda supports the inclusion of minimum durability in the first sentence of 5.3 in square brackets of Appendix II, Section 5. Food Information Principles). Rationale: It's a key quality and safety requirement that provides information needed by consumers to make informed choices as it would have been on the physical label.</p>	
<p>The small unit exemption should remain removed or included as suggested in the second sentence of 5.3 in square brackets (Appendix II, Section 5. Food Information Principles).</p> <p>Uganda supports the inclusion of small unit exemption in the second sentence of 5.3 in square brackets of Appendix II, Section 5. Food Information Principles). Rationale: It will ease the reference of the labelling exemptions as per section 6 of the GSLPF (CXS 1-1985).</p>	
<p>Whether the text is ready for advancement to Step 5.</p> <p>Uganda supports the proposed Draft guidelines be advanced to step 5 in the Codex step procedure</p>	
<p>The United States commends the United Kingdom, Chile, Ghana, India, and Japan on the significant progress in this important work. As a guiding principle, the United States continues to believe that when purchasing food via e-commerce, the consumer should have comparable information to that found on a prepackaged food product purchased in person.</p> <p>The United States believes advancement to Step 5 for interim adoption by the CAC is possible but will depend on the discussion and consensus-based modifications made at CCFL47, and any resulting changes. The Committee will need to achieve agreement on definitions, how to manage small units, and the concept of minimal durability.</p> <p>The United States has provided some specific comments in track changes to the document on the Purpose, Scope, Definitions and General Principles.</p>	USA
<p>SPECIFIC COMMENTS</p> <p>1. PURPOSE</p>	MEMBER / OBSERVER
<p>A purpose section might be useful and add clarity but its content will also depend on whether this document is included as a supplementary text to the GSLPF or is a standalone guidance. In case the document will be kept as a supplementary text, the EUMS consider that the inclusion of a purpose section is not necessary.</p>	European Union
<p>The United States supports the current text describing the purpose of the guideline.</p>	USA
<p>Honduras suggests changing the term <i>Finalidad</i> by the term <i>Objeto</i> - Purpose in English</p>	Honduras
<p>1.1 The purpose of these guidelines is to ensure consumers buying prepackaged foods via e-commerce have the information needed to make informed choices. It also aims to provide additional provisions that should be used specifically when food is offered for sale via e-commerce, as outlined in Section 5, to address the specific complexities of product information e-pages.</p> <p>New Zealand notes the deletion of the second part of the first sentence 'similar to the information they would find on the physical label of the food'. We recommend this text is reinserted as it provides additional clarity to the purpose.</p> <p>New Zealand recommends the purpose reads:</p>	New Zealand

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>The purpose of these guidelines is to ensure consumers buying prepackaged foods via e-commerce have the information needed to make informed choices similar to the information they would find on the physical label of the food.</p> <p>New Zealand supports the deletion of the second sentence of the purpose. New Zealand does not consider this text provides additional provisions but rather describes how to apply the requirements of the GSLPF in an e-commerce setting as per the first sentence of the purpose. We also do not agree that product information e-page presents any specific complexities and are of the view that these should be further clarified to the Committee should such terminology be included in the guidance.</p>	
<p>1.1 The purpose of these guidelines is to ensure consumers buying prepackaged foods via e-commerce have the information needed to make informed choices, similar to the information they would find on the physical label of the food. It also aims to provide additional provisions that should be used specifically when food is offered for sale via e-commerce, as outlined in Section 5, to address the specific complexities of product information e-pages.</p> <p>Canada agrees that a 'Purpose' section should be included within the draft guidelines to give clarity and explain what the text is trying to achieve. We also agree that consumers should be provided with the information needed to make informed choices. We believe that the objectives of these guidelines should be to provide consumers shopping online with comparable information they are provided when shopping in a physical store. Retaining "similar to the information they would find on the physical label of the food" is necessary to provide context to the information that is "needed" by consumers to make informed choices when shopping online.</p>	Canada
<p>1.1 The purpose of these guidelines is to ensure consumers buying prepackaged foods via e-commerce have the information needed to make informed choices, similar to the information they would find on the physical label of the food. It also aims to provide additional provisions that should be used specifically when food is offered for sale via e-commerce, as outlined in Section 5, to address the specific complexities of product information e-pages.</p> <p>Honduras suggests considering the status of the proposed draft text as a supplementary text to the General Standard for the Labelling of Prepackaged Foods (GSLPF) and to consider whether the text extends beyond the scope of the GSLPF.</p>	Honduras
2. SCOPE	
<p>The EUMS consider that it is sufficient to mention that the scope covers "food information" and that it is not necessary to add that it concerns "certain aspects relating to the presentation thereof"; this aspect being covered by the term food information.</p>	European Union
<p>In the context of these guidelines, it would be useful to include also some requirements from a procedural point of view. For example, who pays the transport back of a product whose labelling in the digital platform was inaccurate or non exhaustive? How is reimbursement facilitated here?</p>	EFA
<p>Scope: The United States supports amending the scope to make clear that food information should be provided "prior to the moment a consumer makes a purchase decision" rather than the time of commitment. The information should be available to influence the commitment.</p>	USA
<p>This Standard shall apply to the required food information of the prepackaged product sold through electronic commerce, in a timely manner, by a consumer at the time of purchase. The information provided (additional or not) must not conflict with the information on the product label at the point of delivery.</p>	Panama
<p>2.1 These guidelines apply. This supplementary text applies to the food information required, or provided voluntarily, on a product information e-page prior to the point of e-commerce sale for prepackaged foods offered for sale via e-commerce, and to certain aspects relating to the presentation thereof prior to the moment when a consumer commits to making a purchase.</p>	European Union

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>2.1 These guidelines apply to the food information required, or provided voluntarily, for prepackaged foods offered for sale via e-commerce, and to certain aspects relating to the presentation thereof prior to the moment when a consumer commits to making a purchase.</p> <p>New Zealand considers the words 'prior to the moment when a consumer commits to making a purchase' to be redundant and recommends their deletion. The definition of "Prior to the point of e-commerce sale" and the use of the term throughout this text adequately covers this without the need to state it in the scope.</p>	<p>New Zealand</p>
<p>2.1 These guidelines apply to the food information required, or provided voluntarily, for prepackaged foods offered for sale via e-commerce, and to certain aspects relating to the presentation thereof prior to the moment when a consumer commits to making a purchase.</p> <p>For clarity Australia proposes 'moment when a consumer commits to making a purchase' is replaced with 'prior to the point of e-commerce sale' to reflect the definition for 'prior to the point of e-commerce sale'</p>	<p>Australia</p>
<p>2.1 These guidelines apply to the food information required, or provided voluntarily, for prepackaged foods offered for sale via e-commerce, and to certain aspects relating to the presentation thereof prior to the moment when a consumer commits to making a purchase.</p> <p>EFA maintains that the scope of the guidance must apply also for food prepackaged at the point of sale, which applies to many purchases made online e.g. when ordering from a pizza or a burger restaurant. Obviously, in those cases the key aspect is not the package anymore, but rather the process in which the food has been packaged and handled. For the sake of clarity, we urge CCFL to explicitly confirm that its definition for prepackaged food includes this type of sales too.</p>	<p>EFA</p>
<p>2.1 These guidelines apply to the food information required, or provided voluntarily, for prepackaged foods offered for sale via e-commerce, and to certain aspects relating to the presentation thereof prior to the moment when a consumer commits to making a purchase thereof.</p> <p>Canada believes that the general principles in sections 4 and 6 concerning the provision of false and misleading information should apply to food information provided on the consumer-facing digital platform whether or not a consumer commits to the purchase, as well as after the point the consumer commits. Such information could influence the consumer's future e-commerce purchasing decisions. Additionally, removal of this text would simplify the scope statement without compromising the intent.</p>	<p>Canada</p>
<p>2.1 These guidelines apply to the food information required, or provided voluntarily, for prepackaged foods offered for sale via e-commerce, and to certain aspects relating to the presentation thereof prior to the moment when a consumer commits to making a purchase.</p> <p>Honduras requests to delete "or provided voluntarily," since section 5 already indicates the Codex texts that are relevant to these guidelines and that must be complied with.</p>	<p>Honduras</p>
<p>2.2 It does not apply to information that is required on the label of prepackaged foods. The information required on prepackaged food at the point of delivery for which is laid down in the general standards are outlined within the <i>General Standard for Labelling of Prepackaged Foods (GSLPF) (CX 1-1985)</i>.</p>	<p>European Union</p>
<p>2.2 It does They do not apply to information that is required on the label of prepackaged foods at the point of delivery for which the general standards are outlined within the <i>General Standard for Labelling of Prepackaged Foods (GSLPF) (CX 1-1985)</i>.</p> <p>We suggest the use of the plural in 2.2 to align with 1.1 and 2.1.</p>	<p>ICGMA</p>

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>2.2 It does not apply to information that is required on the label of prepackaged foods at the point of delivery for which the general standards are outlined within the <i>General Standard for Labelling of Prepackaged Foods (GSLPF) (CXS 1-1985)</i>.</p> <p>New Zealand considers this new addition namely 'for which the general standards are outlined within the General Standard for Labelling of Prepackaged foods (GSLPF) (CXS 1-1985)' is redundant text as there is no need to specify in this text where the requirements for the label of prepackaged food are included. We recommend its deletion.</p>	New Zealand
<p>2.2 It does not apply to information that is required on the label of prepackaged foods at the point of delivery for which the general standards are outlined within the <i>General Standard for Labelling of Prepackaged Foods (GSLPF) (CXS 1-1985)</i>.</p> <p>For clarity and to simplify, Australia proposes amending section 2.2 as follows: They do not apply to information that is required on the label of prepackaged foods at the point of delivery as set out in the General Standard for Labelling of Prepackaged Foods (GSLPF) (CXS 1-1985).</p>	Australia
<p>2.2 It does not apply to information that is required on the label of prepackaged foods at the point of delivery for which the general standards are outlined within the <i>General Standard for Labelling of Prepackaged Foods (GSLPF) (CXS 1-1985)</i>.</p> <p>ISDI suggests the proposed change for clarification purpose: 2.2 These guidelines do not apply to information that is required on the label of prepackaged foods at the point of delivery for which the general standards are outlined within the General Standard for Labelling of Prepackaged Foods (GSLPF) (CXS 1-1985).</p>	International Special Dietary Food Industries
<p>2.2 It does not apply to information that is required on the label of prepackaged foods at the point of delivery for which the general standards are outlined within the <i>General Standard for Labelling of Prepackaged Foods (GSLPF) (CXS 1-1985)</i>. They do not apply to information that is required on the label of prepackaged foods at the point of delivery for which the general standards are outlined within the <i>General Standard for Labelling of Prepackaged Foods (GSLPF) (CXS 1-1985)</i>.</p> <p>Canada suggests an editorial change to 2.2 to align with 1.1 and 2.1.</p>	Canada
<p>2.2 It does not apply to information that is required on the label of prepackaged foods at the point of delivery for which the general standards are outlined within the <i>General Standard for Labelling of Prepackaged Foods (GSLPF) (CXS 1-1985)</i>.</p> <p>FIA suggests the following amendments: "They do not apply..."</p>	Food Industry Asia
<p>2.2 It does not apply to information that is required on the label of prepackaged foods at the point of delivery for which the general standards are outlined within the <i>General Standard for Labelling of Prepackaged Foods (GSLPF) (CXS 1-1985)</i>. They do not apply to information that is required on the label of prepackaged foods at the point of delivery for which the general standards are outlined within the <i>General Standard for Labelling of Prepackaged Foods (GSLPF) (CXS 1-1985)</i>.</p> <p>ICBA recommends changing to the plural in 2.2 for consistency with 1.1 and 2.1.</p>	ICBA
<p>2.2 It does not apply to information that is required on the label of prepackaged foods at the point of delivery for which the general standards are outlined within the <i>General Standard for Labelling of Prepackaged Foods (GSLPF) (CXS 1-1985)</i>.</p> <p>It is suggested to improve wording, we suggest "general provisions" instead of general standards</p>	Honduras
3. DEFINITIONS	
<p>The EUMS are of the view that the definition of "food information" should align with the one used in the CCFL eWG on the Use of Technology to provide Food Information.</p> <p>In line with the comments provided in the eWG on the Use of Technology to provide Food Information, the EUMS propose to amend the definition of food information as follows:</p>	European Union
Change to 'DEFINITIONS'	EFA
The following terms shall be used in conjunction with Section 2 of the GSLPF (CXS 1-1985) for the purposes of applying this text.	EFA

SPECIFIC COMMENTS	MEMBER / OBSERVER
In the spirit of the comment above, it would be very useful of CCFL included a definition of what is considers as prepackaged food and what not	
<p>“At the point of delivery” means the moment when consumers receive prepackaged food.</p> <p>We agree</p>	Paraguay
<p>“e-commerce” means the distribution, marketing, sale or delivery of goods and services by electronic means by methods specifically designed for the purpose of receiving or placing of orders. [Adapted from the WTO definition as of 2022]</p> <p>The United States does not support the amended World Trade Organization (WTO) definition as it is too broad for application to the CCFL Guideline and to Codex. The United States supports the alternative definition:</p> <p>“e-commerce means the marketing, sale, or purchase of prepackaged foods through electronic or virtual means”</p>	USA
<p>“e-commerce” means the <u>production</u>, distribution, marketing, sale or delivery of goods and services by electronic means by methods specifically designed for the purpose of receiving or placing of orders. [Adapted from the WTO definition as of 2022]</p> <p>Thailand supports the use of common terms defined by other international bodies, in this case, WTO. Therefore, we propose addition of the term "production". In addition, it may be worthwhile to add a footnote and make reference that this definition is from WTO.</p>	Thailand
<p>“e-commerce” means the distribution, marketing, sale or delivery of goods and services by electronic means by methods specifically designed for the purpose of receiving or placing of orders. [Adapted from the WTO definition as of 2022]</p> <p>we support this definition</p> <p>rational: As this definition is in aliment with wTo definition.</p>	India
<p><u>“Comercio electrónico” significa la distribución, comercialización, venta o entrega de bienes y servicios alimentos preenvasados por medios electrónicos por métodos diseñados específicamente para recibir o realizar pedidos. [Adaptado de la definición de la OMC a partir de 2022]</u></p> <p>“e-commerce” means the distribution, marketing, sale or delivery of goods and services <u>prepackaged foods</u> by electronic means by methods specifically designed for the purpose of receiving or placing of orders. [Adapted from the WTO definition as of 2022]</p> <p>Costa Rica considers that the adapted WTO definition is more comprehensive, but suggests that instead of "goods and services", the term "prepackaged food" or "food products" be placed to ensure consistency and context with the guideline.</p>	Costa Rica
<p>“e-commerce” means the distribution, marketing, sale or delivery of goods and services by electronic means by methods specifically designed for the purpose of receiving or placing of orders. [Adapted from the WTO definition as of 2022]</p> <p>It is our opinion that the WTO definition is broader than the definition previously proposed in this proposed draft. However, it seems to us that developing a new definition based on these 2 texts would help to provide the right approach to this point.</p> <p>"Electronic commerce" means the distribution, marketing, sale, or delivery of food products by electronic means and methods specifically designed to receive or place orders.</p>	Paraguay
<p>[“e-commerce” means the marketing, sale, or purchase of food stuffs through electronic or virtual means.]</p> <p>Australia supports deletion of this bracketed text as we support the adapted definition as per our response to question (ii) above.</p>	Australia

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>["e-commerce" means the marketing, sale, or purchase of food stuffs through electronic or virtual means.] ISDI proposes to remove this.</p>	<p>International Special Dietary Food Industries</p>
<p>["e-commerce" means the marketing, sale, or purchase of food stuffs through electronic or virtual means.] Thailand does not agree with this proposed definition. We are of the view that the original WTO definition should be used to ease any future reference to other international texts.</p>	<p>Thailand</p>
<p>["e-commerce" means the marketing, sale, or purchase of food stuffs through electronic or virtual means.] Egypt supports the definition of "e-commerce" as adapted from the WTO definition 2022. "e-commerce" means the distribution, marketing, sale or delivery of goods and services by electronic means by methods specifically designed for the purpose of receiving or placing of orders"</p>	<p>Egypt</p>
<p>["e-commerce" means the marketing, sale, or purchase of food stuffs through electronic or virtual means.] Brazilian comments: Brazil supports the adoption of altered WTO definition of e-commerce because this definition is more suitable to deal with the sale of prepackaged foods.</p>	<p>Brazil</p>
<p>["e-commerce" means the marketing, sale, or purchase of food stuffs through electronic or virtual means.] Honduras supports this definition with the addition of the word "delivery", so that the paragraph would read: sale, purchase, or delivery of products...</p>	<p>Honduras</p>
<p><u>"Food information" means the information about a prepackaged food that is made available to the subject final consumer by means of a Codex text label, other accompanying material, or any other means including modern technology tools or verbal communication.</u></p>	<p>European Union</p>
<p>"Food information" means the information about a prepackaged food that is the subject of a Codex text. Canada supports the alignment of the definition of "food information" in this draft text with that in the draft Guidelines on the Use of Technology to Provide Food Information and appreciates the collaboration of the UK and co-chairs on this.</p>	<p>Canada</p>
<p>"Food information" means the information about a prepackaged food that is the subject of a Codex text. Thailand suggests a footnote to this term should be added to clarify that Codex text includes Codex standards, guidelines, and recommendations.</p>	<p>Thailand</p>
<p>"Food information" means the information about a prepackaged food that is the subject of a Codex text. Egypt proposes the definition of "food information" that align with the same term used in the EU No. 1169 to give more detail information about "food information" to support more understanding and clearly identification. 'food information' means information concerning a food and made available to the final consumer by means of a label, other accompanying material, or any other means including modern technology tools or verbal communication.</p>	<p>Egypt</p>
<p>"Food information" means the information about a prepackaged food that is the subject of a Codex text. We agree on the harmonization of the definition, as already established in the e-commerce eWG, understanding that both documents have the same purpose.</p>	<p>Paraguay</p>
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.] This definition is already included in the GSLPF (CXS 1).</p>	<p>ICGA</p>

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.]</p>	International Confectionery Association
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.]</p> <p>We do not support a definition of minimum durability. It is not necessary.</p>	IFU
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.]</p> <p>The addition of Principle 5.3 is not supported and we believe therefore that this definition is unnecessary.</p>	Alianza Latinoamericana de Asociaciones de la Industria de Alimentos y Bebidas (ALAIAB)
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.]</p> <p>We do not support the addition of Principle 5.3 and therefore believe that a definition of "minimum durability" is unnecessary and should be removed.</p>	ICGMA
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.]</p> <p>New Zealand does not agree with the inclusion of reference to minimum durability in the text and thus there is no need to define the term.</p>	New Zealand
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.]</p> <p>As per our response to question (iii) (1) above Australia considers the first sentence of section 5.3 that is not in square brackets will allow competent authorities to require information (i.e. additional information) about minimum durability, so the definition for 'minimum durability' can be removed from the text.</p>	Australia
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.]</p> <p>ISDI does not support the addition of Principle 5.3 and therefore believe that a definition of "minimum durability" is unnecessary.</p>	International Special Dietary Food Industries
<p>["Period of minimum durability" means the period (e.g. in hours, days, months etc.) between the point of shipping or pick up in-store of delivery a prepackaged food and the its best before or use-by date, as applicable.]</p> <p>Canada supports the use of a definition to assist in the inclusion of period of minimum durability in these guidelines. We believe that the period of minimum durability should be based on when the product is to be shipped or picked up by the consumer and not its point of delivery. This accounts for the different options that the consumer may choose at the point of purchase for the shipping or pick up of product. As well, shipping times may have delays that are outside the control of the e-commerce seller and these guidelines should be clear about the point in time when the minimum period of durability that is declared must be accurate, e.g. at the time of shipping or scheduled pick-up.</p>	Canada
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.]</p>	Thailand

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>Thailand views that if the text related to the concept of minimum durability is not included in this draft guidance, there is no need to maintain this definition.</p> <p>However, if the working group decides to maintain the principle related to minimum durability, this definition can be maintained as it is currently written.</p>	
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.]</p> <p>FIA does not support the addition of Principle 5.3 on minimum durability period. Therefore, a definition of "minimum durability period" is not needed.</p>	Food Industry Asia
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.]</p> <p>Brazilian comments: Brazil agrees with the exclusion of the definition of minimum durability. We could support the adoption of section 5.3 as a replacement for the removal of the minimum durability period as proposed by the e-WG in order to reach consensus.</p>	Brazil
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.] ICBA does not support the addition of Principle 5.3 and; therefore, we believe this definition is unnecessary.</p>	ICBA
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.]</p> <p>Costa Rica considers the definition of "minimum duration" to be unnecessary as it does not support the inclusion of a minimum period before the expiry date in section 5.3.</p>	Costa Rica
<p>["Minimum durability" means the period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.]</p> <p>Honduras requests to eliminate the example for good normative practices. If the details of the period are necessary, they should be incorporated in full in the paragraph. In such a way that the paragraph could read as: it means the period (hours, days, months, or others) between the point of delivery and the date...</p>	Honduras
<p>"Prior to the point of e-commerce sale" means provided before consumers commit to make the purchasing order regardless of making any a purchase and payment.</p> <p>"Purchasing order" is not a consumer term in the United States and are used more for business-to-business transactions. The United States proposes a small addition to align more clearly with with consumer terminology.</p> <p>"Prior to the point of e-commerce sale" means provided before consumers commit to ordering the product regardless of making a purchase and payment."</p>	USA
<p>"Prior to the point of e-commerce sale" means provided before consumers commit to make the purchasing the order regardless of and making any payment.</p> <p>Canada thanks the chair and co-chairs for considering our response to the second round of consultations to replace "regardless" with "and before" in the definition of "prior to the point of e-commerce sale".</p> <p>We note the explanation given for not amending the definition was that "regardless" is intended to indicate clearly that the information should be available without the need for any payment. However, "regardless" when used in the definition means the</p>	Canada

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>food information can be provided before or after payment is made, which is contradictory with the 1st part of the definition. Canada suggests that the definition would be clearer and non-contradictory if “regardless” was not used.</p> <p>We also suggest that “commit to make the purchasing order” be revised to “commit to purchasing the order”. A purchase order is a commercial document from a purchaser to a vendor to confirm a specific purchase of goods or services. With our proposed revision it is not necessary to consider if the transaction a consumer engages in when purchasing a product online can be properly referred to as a “purchasing order” and what exactly that means in the context of the proposed definition. Alternatively, “purchasing order” could be defined in the document or the words replaced with its intended meaning.</p>	
<p>“Prior to the point of e-commerce sale” means provided before consumers commit to purchasing the order making any payment.</p> <p>Honduras believes that this definition is confusing and that more context is needed to provide further comment.</p>	Honduras
<p>“Product information e-page” means the virtual space on any consumer-facing transactional digital <u>electronic</u> platform, which is intended to facilitate informed e-commerce sale.</p> <p>We suggest replacing “digital” with “electronic” to align with the definition of e-commerce” above.</p>	ICGMA
<p>“Product information e-page” means the virtual space on any consumer-facing transactional digital platform, which is intended to facilitate informed e-commerce sale.</p> <p>New Zealand suggests that ‘digital’ is replaced with ‘electronic’ to be consistent with the definition for e-commerce which refers to ‘electronic means’</p>	New Zealand
<p>“Product information e-page” means the virtual space on any consumer-facing transactional digital platform, which is intended to facilitate informed e-commerce sale.</p> <p>For consistency with the definition of e-commerce Australia proposes to replace ‘digital’ with ‘electronic’</p>	Australia
<p>“Product information e-page” means the virtual space on any consumer-facing transactional digital platform, which is intended to facilitate informed e-commerce sale.</p> <p>However, often platforms invite the consumer to call the retail for specific information on allergens, meaning that labelling information might be provided in an hybrid mode. How can this practice be covered by the note?</p>	EFA
<p>“Product information e-page” means the virtual space on any consumer-facing transactional digital platform, which is intended to facilitate informed e-commerce sale.</p> <p>We suggest replacing “digital” with “electronic” to align with the definition of e-commerce” above: “Product information e-page” means the virtual space on any consumer-facing transactional electronic platform, which is intended to facilitate informed e-commerce sale.</p>	International Special Dietary Food Industries
<p>“Product information e-page” means the virtual space on any consumer-facing transactional digital platform, which is intended to facilitate informed e-commerce sale.</p> <p>FIA proposes the replacement of "digital" with "electronic" to be consistent with the definition of "e-commerce" in the document.</p>	Food Industry Asia
<p>“Product information e-page” means the virtual space on any consumer-facing transactional digital <u>electronic</u> platform, which is intended to facilitate informed e-commerce sale.</p> <p>ICBA suggests replacing “digital” with “electronic” as shown above for consistency with the definition of 'e-commerce'.</p>	ICBA

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>“Product information e-page” means the virtual space on any consumer-facing transactional digital platform, which is intended to facilitate informed e-commerce sale</p> <p>Agreed</p>	Paraguay
4. GENERAL PRINCIPLES	
<p>The reference to “national legislation” in Section 5.1 bullet 4, should be deleted. This is true for all Codex texts and is therefore not necessary and undermines the overall goals of harmonization. Similarly, Section 5.3 is not necessary for the same reason and should be deleted.</p>	USA
<p>The general principles in Section 3 of the GSLPF (CXS 1-1985) are applicable to food information shown on the product information e-page any consumer-facing transactional digital platform of the prepackaged food that is being offered for sale.</p> <p>Canada recommends against replacing “digital platform” with “product information e-page” in this sections. These terms are not synonymous.</p> <p>Canada interprets the “product information e-page” definition and the way it is used in these guidelines to mean it is a single space/webpage/location on a digital platform involved in the e-commerce sale, where required food information is consolidated to facilitate informed e-commerce purchase.</p> <p>Whereas, a “digital platform” is much more. It is a common information technology term used to describe the entire system. One reference¹ defines “digital platform as “the software and technology used to unify and streamline business operations and IT systems. A digital platform serves as a company’s backbone for operations and customer engagement”. Another reference² explains that “A digital platform allows communication between a supplier and a consumer. It also helps facilitate activities between businesses and customers and within enterprises. A platform can become the most powerful tool for a company to enhance its customer experience.”</p> <p>Replacing “digital platform” with “product information e-page” means this section does not apply to food information about the prepackaged food for e-commerce sale that is shown elsewhere on the digital platform other than on the product information e-page. In the case where one digital platform holds the product information e-page but links to another platform for the sales transaction, the principles would not apply to any food information that is being shown on that other digital platform.</p> <p>¹ https://www.cognizant.com/us/en/glossary/digital-platform ² https://www.netsolutions.com/insights/digital-products-vs-digital-platforms/</p>	Canada
<p>The general principles in Section 3 of the GSLPF (CXS 1-1985) are applicable to food information shown on the product information e-page of the prepackaged food that is being offered for sale.</p> <p>In principle, Thailand does not object to the General Principles. In case this draft guidance is supplementary to CXS 1-1985, this text can be maintained as it is. However, if this draft will be a standalone text, the general principles in Section 3 of CXS 1-1985 may be further elaborated to ease the understanding and the use of this guidance without the need to refer back to CXS 1-1985.</p>	Thailand
5. FOOD INFORMATION PRINCIPLES	
<p>The EUMS consider that national rules should not be mentioned as referring to them could undermine the harmonisation process undertaken in this document. Therefore, the EUMS would like to propose the following changes to section 5.1:</p>	European Union
<p>Product information e-page shall be accessible without any need for sharing any personal information. This may be included as a new principle appropriately.</p>	IDF/FIL

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>5.1 The food information required to be provided on the label of a prepackaged food or in associated labelling, shall be provided on the product information e-page e-page1 of the prepackaged food prior to the point of e-commerce sale, except to the extent otherwise expressly provided in these guidelines, or any other Codex text.</p> <p>Add footnote 1 to read: "In specific circumstances like in the case of exemptions in section 6 of the GSLPF, this information may be provided outside of the product information e-page."</p> <p>ICGA kindly requests the draft to be amended to reflect that e-commerce sellers should have the flexibility of providing this information outside of the Product information e-page. ICGA suggests the language in the footnote 1 (one) to provide examples of such situations. This will help maintain business continuity between the labelling of products for retail sale and those sold through ecommerce. For example, a manufacturer of chewing gum (small size by definition) could provide information via a telephone number and list this telephone number on the website instead of directly listing on the Product Information E-Page.</p> <p>"At or prior to": ICGA suggests retaining the previous wording "at or prior to", which would provide flexibility in terms of where the information is provided. "At or prior to" still ensures that consumers would have an open access to the information prior to making a purchase act.</p>	ICGA
<p>5.1 The food information required to be provided on the label of a prepackaged food or in associated labelling, shall be provided on the product information e-page of the prepackaged food <u>at or prior</u> to the point of e-commerce sale, except to the extent otherwise expressly provided in these guidelines, or any other Codex text.</p>	ICGA
<p>5.1 The food information required to be provided on the label of a prepackaged food or in associated labelling, shall be provided on the product information e-page of the prepackaged food prior to the point of e-commerce sale, except to the extent otherwise expressly provided in these guidelines, or any other Codex text.</p> <p>FIVS is concerned this principle might prove problematic in light of the new EU rules for the labelling of alcohol beverages which allow nutritional information to be communicated via a QR code. Would this also be possible on a website?</p>	FIVS
<p>5.1 The food information required to be provided on the label of a prepackaged food or in associated labelling, shall be provided on the product information e-page [1] of the prepackaged food prior to the point of e-commerce sale, except to the extent otherwise expressly provided in these guidelines, or any other Codex text. <u>Suggested new footnote [1]: In specific circumstances like in the case of exemptions in section 6 of the GSLPF, this information may be provided outside of the product information e-page.</u></p> <p>"Product Information e-page": ICA requests the draft is amended to reflect that e-commerce sellers should have the flexibility of providing this information outside of the Product information e-page. ICA has suggested the language in footnote one to provide examples of such situations. This will help maintain business continuity between the labelling of products for retail sale and those sold through ecommerce. For example, a manufacturer of small candies could provide information via a telephone number and list this telephone number on the website instead of directly listing on the Product Information E-Page.</p> <p>"At or prior to": ICA suggests maintaining "at or prior to", which would provide flexibility in terms of where the information is provided. "At or prior to" ensures that consumers have access to the information prior to making a purchase.</p>	International Confectionery Association
<p>5.1 The food information required to be provided on the label of a prepackaged food or in associated labelling, shall be provided on the product information e-page of the prepackaged food <u>at or prior</u> to the point of e-commerce sale, except to the extent otherwise expressly provided in these guidelines, or any other Codex text.</p>	International Confectionery Association
<p>5.1 The food information required to be provided on the label of a prepackaged food or in associated labelling, shall be provided on the product information e-page of the prepackaged food prior to the point of e-commerce sale, except to the extent otherwise expressly provided in these guidelines, or any other Codex text.</p>	EFA

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>In the EU, the development of e-commerce is advancing towards more segmented information supposedly helping consumers make informed choices. For example, retailers are developing "allergen filters" for the 14 allergens recognised in the EU. However, how these filters are built is completely at the discretion of the e-shop (e.g. only considering free-from claims, the ingredient list, the voluntary labelling information etc). It would be very beneficial for patients and consumers to include into these Codex guidelines requirements for e-commerce platforms that propose a choice aid (a search and filtering engine) based on the product information.</p>	
<p>5.1 The food information required to be provided on the label of a prepackaged food or in associated labelling, shall <u>should</u> be provided on the product information e-page of the prepackaged food prior to the point of e-commerce sale, except to the extent otherwise expressly provided in these guidelines, or any other Codex text.</p> <p>To ensure that this principle provides flexibility for future implementation at the national level.</p>	Thailand
<p>5.1 The food information required to be provided on the label of a prepackaged food or in associated labelling, shall be provided on the product information e-page of the prepackaged food prior to the point of e-commerce sale, except to the extent otherwise expressly provided in these guidelines, or any other Codex text.</p> <p>Honduras considers that the word before "before" should be changed to "prior", since it will not be possible to determine a moment in time (before), since the reference is for a physical site or place.</p> <p>In the same way it can also be used "prior to being available at the point of sale of electronic commerce or available for purchase by the consumer".</p>	Honduras
<p>This includes the following food information indicated in/by:</p> <p>EFA encourages CCFL to include a "last reviewed date" in the e-page information, so that retailers are obliged to state the last time they reviewed they updated the allergen information.</p>	EFA
<p>Section 4 and Section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 and 4.7.1;</p> <p>Alignment with bullet point for the full sentence should be applied.</p>	ICUMSA
<p>Any other <u>Other</u> relevant Codex text;</p>	ICGA
<p>Any other relevant Codex text;</p> <p>"Any national regulation": ICA suggests removing "any" from the bullets on relevant codex texts or national legislation as it could be considered too broad in the goal of Codex standards to harmonize as much as possible.</p>	International Confectionery Association
<p>Any other relevant Codex text;</p> <p>Thailand proposes further clarification to this text to read, "Any other relevant labelling provisions of Codex standards".</p>	Thailand
<p>Any other relevant Codex text;</p> <p>This bullet point maybe deleted</p> <p>Rational</p> <p>This bullet point has already covered in the paraf 5.1. and keeping this bullet point here is redundied</p>	India
<p>Any national legislation.</p> <p>Any food exported to a given country shall comply to the legislation in that country of destination. This is a basic principle which is recognised in other Codex texts (developed by the CCFICS in particular and in the Procedural Manual). Reference to national legislation may not be necessary int he context of that section.</p>	ICGA

SPECIFIC COMMENTS	MEMBER / OBSERVER
Any national legislation.	International Confectionery Association
Any national legislation.	European Union
<p>Any national legislation.</p> <p>Thailand proposes the deletion of this text. In the global context of e-commerce, buyers can be from so many different countries around the world. Sellers on an e-commerce platform may not be able to provide all information needed by different national legislation. In addition, sellers and food producers may not be the same person. Food producers themselves cannot provide labels or labelling that are in line with the requirements or languages of different countries, as they do not have access to where the destinations of the food will be. Therefore, this text, in our opinion, is not practical.</p>	Thailand
Any national legislation.	USA
<p>Any national legislation.</p> <p>Costa Rica proposes to delete the phrase "any national legislation".</p> <p>Justification: The proposed phrase may give rise to problems because competent authorities may have different or contradictory requirements as to what additional information should be provided and when such information should be displayed during the online sale. This can create difficulties for merchants trying to meet the different requirements and create confusion for consumers when making their purchase decision.</p> <p>In addition, in some cases, there may be language or cultural barriers that make it difficult to understand the additional information required by the competent authority, thus increasing the complexity of the harmonisation.</p>	Costa Rica
<p>Any national legislation.</p> <p>Honduras considers that "national legislation" should be eliminated because it may conflict with Codex provisions.</p>	Honduras
<p>5.2 A statement shall appear on the product information e-page prior to the point of e-commerce sale to direct the consumer to check the food information on the physical label before consumption.2-</p> <p>Furthermore, the EUMS do not support the principle laid down in section 5.2. Such statement would confuse the consumer and would imply that the information at the point of e-commerce sale is not complete.</p> <p>For these reasons, the EUMS would like to propose the deletion of section 5.2.</p>	European Union
<p>5.2 A statement shall appear on the product information e-page prior to the point of e-commerce sale to direct the consumer to check the food information on the physical label before consumption.</p> <p>New Zealand is of the view that there is no need to require that this information is presented prior to the sale, or that there is a need to specify the point of the e-commerce sale at which it should be provided, as it does not relate to product characteristics that inform the consumer choice.</p> <p>New Zealand therefore recommends the deletion of 'prior to the point of e-commerce sale'.</p>	New Zealand
<p>5.2 A statement shall should appear on the product information e-page prior to the point of e-commerce sale to direct the consumer to check the food information on the physical label before consumption.</p>	Thailand
<p>5.2 A statement shall appear on the product information e-page prior to the point of e-commerce sale to direct the consumer to check the food information on the physical label before consumption.</p>	Honduras

SPECIFIC COMMENTS	MEMBER / OBSERVER
This paragraph has the same interpretation regarding the term "before" and the definition of this text, so Honduras suggests the following wording: A statement about product information will appear on the pre-sale (before the point of sale) electronic page through electronic commerce, to instruct the consumer to check the food information on the physical label before consumption.	
<p>5.2 A statement shall appear on the product information e-page prior to the point of e-commerce sale to direct the consumer to check the food information on the physical label before consumption.</p> <p>We agree</p>	Paraguay
<p>5.3 A competent authority may require that additional information about the prepackaged food be stated on the product information e-page and may specify at which point in the e-commerce sale that information shall be shown.</p> <p>The addition of point 5.3 is not supported. This declaration is not necessary. We note that 5.1 already contains a reference to national legislation, so 5.3 is redundant.</p>	ALAIAB
<p>5.3 A competent authority may require that additional information about the prepackaged food be stated on the product information e-page and may specify at which point in the e-commerce sale that information shall be shown.</p>	ICGMA
<p>5.3 A competent authority may require that additional information about the prepackaged food be stated on the product information e-page and may specify at which point in the e-commerce sale that information shall be shown.</p> <p>New Zealand does not agree with the addition of 5.3 as it is not necessary to explicitly state that national authorities can require other information and specify the point at which this is to be provided. This is at the discretion of national/regional authorities without the need to state it in this text. We further note that 5.1 already explicitly includes a reference to food information required by any national regulations so we see no need to repeat it by adding clause 5.3.</p> <p>New Zealand therefore supports the deletion of 5.3:</p>	New Zealand
<p>5.3 A competent authority may require that additional information about the prepackaged food be stated that, on the electronic product information e-page and may specify at which point in the e-commerce sale page, it be indicated that information shall the product must arrive before the expiration date, within its national borders. This date will be shown determined by the producer.</p> <p>Conceptually we agree that the competent authority requires the additional information it determines necessary, however, 5.3 seems to be redundant with point 5.1, since the latter contains a reference to the food information required by national legislation, for what 5.3 is a doubling. Therefore, we believe that the addition of section 5.3 as currently written is not necessary. Notwithstanding the foregoing, Chile proposes the following text to replace section 5.3</p>	Chile
<p>5.3 A competent authority may require that additional information about the prepackaged food be stated on the product information e-page and may specify at which point in the e-commerce sale that information shall be shown.</p> <p>As previously stated, ISDI does not support the addition of 5.3 as such statement is unnecessary. We note that 5.1 already contains a reference to food information required by national legislation, so 5.3 is duplicative.</p>	International Special Dietary Food Industries
<p>5.3.4 A competent authority may require that additional information about the prepackaged food be stated on the product information e-page consumer-facing transactional digital platform and may specify at which point in the e-commerce sale that information shall be shown.</p> <p>Canada does not object to the inclusion of 5.3 which recognizes that a country may require information that is not the subject of a Codex text to be shown during the e-commerce sale of a prepackaged food that is subject to their national legislation.</p>	Canada

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>Canada interprets the “product information e-page” definition and the way it is used in these guidelines to mean it is a single space/webpage/location on a digital platform involved in the e-commerce sale, where required food information is consolidated to facilitate informed purchase prior to the point of e-commerce sale.</p> <p>“Consumer-facing transactional digital platform” should replace “product information e-page” if the intent is to provide the competent authority with flexibility about where that additional information may be shown.</p> <p>If retained, this section should be renumbered in keeping with our comments above regarding the minimum durability period.</p>	
<p>5.3 A competent authority may require that additional information about the prepackaged food be stated on the product information e-page and may specify at which point in the e-commerce sale that information <u>should</u> shall be shown.</p> <p>Thailand views that the text in this Section as well as the text regarding the "minimum durability period" may not be practical or implementable. Specifying the competent authority of different countries may require additional information about prepackaged food opens endless possibilities of requirements, and that may not be practical to comply with.</p> <p>Regarding the declaration of minimum durability, we see that the producers or sellers, whichever the case may be, may not have control over the transportation and distribution of food products. Therefore, it is unlikely that they can ensure the specific period for which the food products will be delivered to consumers.</p> <p>Consequently, Thailand proposes to delete this section as well as the text related to the "minimum durability period".</p>	Thailand
<p>5.3 A competent authority may require that additional information about the prepackaged food be stated on the product information e-page and may specify at which point in the e-commerce sale that information shall be shown.</p> <p>FIA does not support the addition of Principle 5.3 as Principle 5.1 already contains a reference to food information required by national legislation, making Principle 5.3 duplicative.</p>	Food Industry Asia
<p>5.3 A competent authority may require that additional information about the prepackaged food be stated on the product information e-page and may specify at which point in the e-commerce sale that information shall be shown.</p>	USA
<p>5.3 A competent authority may require that additional information about the prepackaged food be stated on the product information e-page and may specify at which point in the e-commerce sale that information shall be shown.</p> <p>As previously stated, ICBA does not support the addition of 5.3. This statement is not necessary. We note that 5.1 already contains a reference to food information required by national legislation, so 5.3 is duplicative.</p>	ICBA
<p>5.3 A competent authority may require that additional information about the prepackaged food be stated on the product information e-page and may specify at which point in the e-commerce sale that information shall be shown.</p> <p>the para is not required the same maybe deleted reason this is duplications as this point is covered already</p>	India
<p>5.3 A competent authority may require that additional information about the prepackaged food be stated on the product information e-page and may specify at which point in the e-commerce sale that information shall be shown.</p> <p>Costa Rica does not support the inclusion of section 5.3, for the reasons set out in point 5.1.</p>	Costa Rica
<p>5.3 A competent authority may require that additional information about the prepackaged food be stated on the product information e-page and may specify at which point in the e-commerce sale that information shall be shown.</p>	Honduras

SPECIFIC COMMENTS	MEMBER / OBSERVER
Honduras suggests modifying by "The authority ..."	
<p>5.3 A competent authority may require that additional information about the prepackaged food that, on the product information web page, it is indicated that the product be stated and may specify at what time it should arrive before the sale date e-commerce will display such expiration information, within its national borders. This date shall be determined by the producer.</p> <p>Conceptually, Chile agrees that the competent authority should require the additional information it may deem necessary, however, 5.3 seems to be redundant with point 5.1, since the latter contains a reference to the food information required by national legislation, so 5.3 is a duplication. Therefore, we believe that the addition of section 5.3, as drafted, is not necessary. Notwithstanding the foregoing, Chile proposes the following text to replace section 5.3:</p>	Chile
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>ICGA recommends removal of provisions related to minimum durability periods at this time for reasons stated above under iii(1). We believe that this area needs further discussion at the EWG with all relevant stakeholders including food business manufacturers, online retailers, and third-party sellers.</p>	ICGA
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>ICA recommends removal of provisions related to minimum durability periods at this time for reasons stated above under iii(1). We believe that this area needs further discussion at the EWG with all relevant stakeholders including food business manufacturers, online retailers, and third-party sellers.</p>	International Confectionery Association
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>As previously stated, we do not support the addition of 5.3 as this statement is unnecessary. We note that 5.1 already contains a reference to food information required by national legislation, so 5.3 is duplicative.</p>	ICGMA
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>New Zealand does not support the inclusion of the text in square brackets.</p>	New Zealand
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>As indicated in our response to question (iii) (1) above, Australia supports deletion of this bracketed text.</p>	Australia
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p>	Kenya

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>Comment: Kenya proposes second be amended as indicated below and deletion of third paragraph as follows: [A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries]</p> <p>Rationale: It is important that an optional provision be provided enabling competent Authorities to set minimum durability period to accommodate countries where such a practice happens or guided by their laws. That period is ordinarily provided by the government and therefore deletion of second sentence of the paragraph allows for the practice in each country to be implemented without tying it to a specific actor. The deletion of third paragraph will avoid any double standards where a competent authority for whatever reason may require information that are already exempted from CXS 1-1985 hence leading to double standards between information provided in e-commerce and that found on physical product.</p>	
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>Chile does not agree with the second paragraph of point 5.3, regarding the exemptions since the limitation of space in electronic commerce is not a pertinent reason to apply, contrary to the physical labeling of food.</p>	Chile
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>ISDI does not support the addition of any of the text proposed for 5.3.</p> <p>If the Committee decides to keep the text about minimum durability, ISDI would like to emphasize that product delivery is typically beyond the control of the manufacturer and is instead the responsibility of the retailer or a transport service. The text should therefore not suggest that the manufacturer bears responsibility for ensuring the delivery of a product within this period of time.</p>	International Special Dietary Food Industries
<p>[A competent authority may require that 5.3 A statement shall appear on the product information e-page should state that a product is expected prior to arrive before the point of e-commerce sale about a minimum prepackaged food's period before the expiry date, within their national boundaries of minimum durability. The specific length Principle 4.7.1 of this expected period the GSLPF shall be determined by used in the producer determination of the prepackaged foods this is applicable to.]</p> <p>Canada believes that consumers should have comparable access to information needed to make informed choices when shopping online as they have on the label when shopping in a physical store. For this reason, Canada believes the minimum durability should be included in these guidelines with modification to make this a requirement of these guidelines. The provision of this information should align with the principles for providing a best before or use-by date on the label of the physical food as set out in section 4.7.1 of the GSLFP.</p> <p>Canada agrees that this information should be stated on the "product information e-page", and as such it would appear prior to the point of e-commerce sale.</p> <p>As Canada believes that the period of minimum durability statement should be a requirement of these guidelines, section 5.3 of the proposed guidelines cannot be used its place. Canada notes that in recent sessions CCFL spent considerable effort updating date marking provisions of the GSLPF with the understanding that this is important information for consumers to make informed purchasing decisions. Canada is of the view that the period of durability is equally important to consumers shopping in an e-commerce environment and encourages a discussion during plenary on this topic. A lack of information about the period of durability may contribute to food waste if consumers order food with no way of knowing it will not last until the date they plan to use it.</p>	Canada

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>In regards to the proposed text for the provision of minimum durability, Canada does not recommend including “the specific length of this expected period shall be determined by the producer”. This could be interpreted as meaning the producer bears responsibility if a product is not delivered in time to meet the minimum period requirement. As delivery is typically beyond the control of the producer, this interpretation should be avoided. As well, flexibility should be given to the grocery trade to accommodate different sales models including those that sell products near or at the end of their shelf life. Inclusion of the statement may also be confusing in situations where national legislation prohibits the sale of prepackaged food past their best before date or expiration date. In such cases, the competent authority plays a role in setting the minimum period of durability expected for the e-commerce sale of prepackaged foods.</p>	
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>FIA does not support the inclusion of small unit exemptions. We do not feel that a small unit exemption is necessary in an e-commerce environment as there are fewer space limitations compared to physical label/labelling.</p>	Food Industry Asia
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>Brazilian comments: Brazil understands that there is no reasonable basis for maintaining the small unit exemption for foods offered for sale via e-commerce, as there is no space restriction in these situations. Thus, we suggest deleting the text in square brackets. In addition, we could support the adoption of section 5.3 as a replacement for the removal of the minimum durability period as proposed by the e-WG in order to reach consensus. This proposal is useful to cover any further information required by a competent authority.</p>	Brazil
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>The specific length of this expected period shall be determined by the producer.</p>	India
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>Costa Rica does not support the inclusion of this text, for the reasons set out in point 5.1.</p>	Costa Rica
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>Chile does not agree with the second paragraph of point 5.3 regarding exemptions, as the limitation of space in electronic commerce is not a relevant reason to apply, unlike physical food labelling.</p>	Chile
<p>[A competent authority may require that the product information e-page should state that a product is expected to arrive before a minimum period before the expiry date, within their national boundaries. The specific length of this expected period shall be determined by the producer.]</p> <p>We agree</p>	Paraguay

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p> <p>ICGA supports the inclusion of this the principle above for reasons mentioned above under iii(2). ICGA believes that CCFL should continue to address the exemptions for the labelling of small units within this guidance. The aim of establishing Codex standards is to minimize trade barriers and harmonize requirements. Codex standards are always voluntary.</p>	ICGA
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p> <p>ICA supports the inclusion of this the principle above for reasons mentioned above under iii(2). ICA believes that CCFL should continue to address the exemptions for the labelling of small units within this guidance. The aim of establishing Codex standards is to minimize trade barriers and harmonize requirements. Codex standards are always voluntary.</p>	International Confectionery Association
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p> <p>We do not support the addition of any of the text proposed for 5.3. However, even though we do not feel a small unit exemption is necessary in an e-commerce environment, as there are fewer space limitations compared to a physical label/labelling, we can support the bracketed text if the Committee decides to retain it.</p>	ICGMA
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p> <p>New Zealand does not support the inclusion of the text in square brackets.</p>	New Zealand
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p> <p>As indicated in our response to question (iii) (2) Australia supports retaining the text and removing the square brackets. However, we propose that 'should' be replaced with 'shall' to be consistent with the rest of the proposed draft text.</p>	Australia
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p> <p>FIA does not support the inclusion of minimum durability periods. While we agree that product should be within the stated shelf life, for globally distributed products it is not feasible or practical to define a consistent minimum durability period. The requirement may increase food waste which is not in line with Sustainable Development Goal Target 12.3 which seeks to halve global food waste at retail and consumer levels by 2030. The actual shelf life of food products should remain solely established by the labels on prepackaged food items.</p>	Food Industry Asia
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p> <p>ISDI does not support the addition of any of the text proposed for 5.3. ISDI considers there is no need for small unit exemptions. This is because the space limitation is not an issue since the information will be provided on an e-page.</p>	International Special Dietary Food Industries
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p> <p>Canada agrees with the majority of respondents to the second consultation that the small unit exemption should be removed given that product information e-pages do not have the issue of space limitations when providing information to consumers. Canada does not believe that 5.3 is sufficient to cover the removal of the small units exemption.</p>	Canada

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p> <p>In general, food products in small units are exempted from certain labelling provisions outlined in CXS 1-1985. The sellers of such food products, not the same person as the producers, will be able to declare only the information specified on the label itself. They are not likely to be able to declare all mandatory food information, according to CXS1-1985, on the e-page.</p> <p>In addition, e-commerce is only a means of selling. Therefore, any provisions exempted from the label or labelling of prepackaged food should similarly be applied in the e-commerce context.</p>	Thailand
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p>	Brazil
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p> <p>Costa Rica does not support the inclusion of this text, for the reasons set out in point 5.1.</p>	Costa Rica
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p> <p>Honduras considers that for the electronic commerce of the products covered by section 6 of the GSLPF, the exemption for labelling provided electronically does not apply the exemption for the physical labelling of these products is respected.</p>	Honduras
<p>[A competent authority may require that the labelling exemption of small units outlined in Section 6 of the GSLPF (CXS 1-1985) should apply in an e-commerce context within their national boundaries.]</p> <p>We agree</p>	Paraguay
7. PRESENTATION OF MANDATORY FOOD INFORMATION	
<p>Section 7 of the GSLPF (CXS 1-1985) is applicable to food information shown to consumers on any consumer-facing transactional digital platform of the product information e-page for the prepackaged food that is being offered for sale.</p> <p>Canada recommends against replacing “digital platform” with “product information e-page” in this sections. These terms are not synonymous. See comments in above row.</p>	Canada
<p>Section 7 of the GSLPF (CXS 1-1985) is applicable to food information shown to consumers on the product information e-page for the prepackaged food that is being offered for sale.</p> <p>We agree</p>	Paraguay
<p>7.1 Food information required by these guidelines shall be clear, prominent and readily legible by the consumer under normal settings and conditions of use of such a product information e-page.</p> <p>To simplify and clarify wording, Australia proposes ‘of such’ be removed and replace with ‘for’ to state:</p> <p>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>	Australia
<p>7.1 Food information required by these guidelines shall should be clear, prominent and readily legible by the consumer under normal settings and conditions of use of such a product information e-page.</p>	Thailand
<p>7.1 Food information required by these guidelines shall be clear, prominent and readily legible by the consumer under normal settings and conditions of use of such a product information e-page.</p>	Paraguay

SPECIFIC COMMENTS	MEMBER / OBSERVER
<p>7.1 The food information required by these guidelines shall be clear, understandable, and easily readable by the consumer under normal conditions of use of such electronic product information page.</p> <p>We understand that this makes the paragraph clearer.</p>	
<p>7.2 The language or languages on a product information e-page shall be suitable to <u>acceptable to/understood by</u> the consumer in the country in which the food is marketed and to which it may be delivered.</p> <p>"Suitability" is involving other judgmental aspects which are not necessarily clear in the context of a Codex standard. Acceptable to or understood by is clearer wording.</p>	ICGA
<p>7.2 The language or languages on a product information e-page shall be suitable <u>acceptable</u> to the consumer in the country in which the food is marketed and to which it may be delivered.</p>	International Confectionery Association
<p>7.2 The language or languages on a product information e-page shall be suitable to <u>easily understood by consumers of the consumer in the country in which where the food product is marketed and to which it may be delivered</u> marketed. -When appropriate, additional language(s) product information e-pages may also be provided.</p> <p>The EUMS agree with the principle set out in 7.2. However, the EUMS consider that the term "suitable" is unclear and therefore would like to propose the following changes to Section 7.2:</p>	European Union
<p>7.2 The language or languages on a product information e-page shall be suitable to the consumer in the country in which the food is marketed and to which it may be delivered.</p> <p>EFA proposes a version that offers greater clarity on the possibility to include food information in additional languages: 'Information should be in a language or languages easily understood by consumers in the country in which the food is marketed and to which it may be delivered.'</p> <p>The linguistic requirement is essential for ensuring the provision of correct information to the consumer. According to EU law, which in many aspects represents a best practice in terms of food information to consumers, mandatory information on foods must appear in a language that is easily understood by consumers in the Member States where the food is marketed.</p> <p>For prepackaged food put up for sale by means of distance communication techniques, all the mandatory information is provided on the packaging, on a label or on the e-page in a language which is easily understood by consumers in the Member State where the food is marketed. (EU Reg. 1169/2011 art. 14,15).</p>	European Federation of Allergy and Airways Diseases Patients' Associations
<p>7.2 The language or languages on a product information e-page shall shall <u>should</u> be suitable to the consumer in the country in which the food is marketed and to which it may be delivered.</p>	Thailand
<p>7.2 The language or languages on a product information e-page shall be suitable to the consumer in the country in which the food is marketed and to which it may be delivered.</p> <p>We agree</p>	Paraguay