

# CODEX ALIMENTARIUS COMMISSION



Food and Agriculture  
Organization of the  
United Nations



World Health  
Organization

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Agenda item 7

CX/FL 21/46/7 Add.1

## JOINT FAO/WHO FOOD STANDARDS PROGRAMME

### CODEX COMMITTEE ON FOOD LABELLING

46<sup>th</sup> Session

Virtual

27 September – 1 October and 7 October 2021

### PROPOSED DRAFT GUIDELINES ON INTERNET SALES / E-COMMERCE

#### Comments in reply to CL 2021/20-FL

*Comments of Argentina, Australia, Brazil, Canada, Chile, Colombia, Cuba, European Union, Guatemala, Honduras, Indonesia, Japan, Kenya, Malaysia, Mexico, New Zealand, Peru, Philippines, Saudi Arabia, Switzerland, Thailand, Uganda, United States of America, Uruguay, , EFAD, AEDA/EFLA, FoodDrinkEurope, FIA, ICA, ICBA, ICGA, ICGMA, ISDI*

#### Background

1. This document compiles comments received through the Codex Online Commenting System (OCS) in response to CL 2021/20-FL issued in June 2021. 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 I** and are presented in table format.

## ANNEX I

GENERAL COMMENTS	MEMBER / OBSERVER
<p>Brazil appreciates the opportunity to comment on the proposed draft guidance on the food information requirements for prepackaged foods to be offered via e-commerce. We would like to thank the United Kingdom, Chile, Ghana, India and Japan for coordinating the electronic working group and for preparing a revised proposal based on an analysis of the comments received.</p> <p>In relation to the alternative wording proposed for sections 4 and 5, Brazil prefers to maintain the discussions focused on the current guidance. We have specific comments on the new provisions that were proposed for section 4.</p> <p>Brazil considers that the issue of cross-border e-commerce sales is outside the scope of the draft guidance and should be referred to the Codex Committee on Food Import and Export Inspection and Certification Systems (CCFICS).</p> <p>We would also be in favor of reconvening the EWG, chaired by the United Kingdom and cochaired by Japan, Chile, India and Ghana to continue development of the Guidance.</p>	<p><b>Brazil</b></p>
<p>Canada would like to thank the United Kingdom (UK), Chile, India, Japan and Ghana for the work on the Proposed draft Guidelines on Internet Sales /e-Commerce.</p> <p>Canada supports advancing the work on this item, as outlined in CX/FL 21/46/7, and would like to provide the following comments for consideration.</p> <p>General Comments</p> <p>Canada's position on the specific items for consideration outlined in the discussion paper are as follows:</p> <p>i) While Canada recognizes the importance of advancing this work, we suggest there are some aspects requiring further dialogue and consensus building before advancing to Step 5. Since this work was supported at the last session, there has not yet been an opportunity for discussion on this agenda item in plenary. There have been some elements discussed by the eWG that were removed in the most recent draft text (e.g., the small package exemption) and other elements that were newly introduced (e.g., substitutions). The results of the plenary discussion at the 46th session of CCFL are expected to determine whether the draft text is ready to advance to Step 5.</p> <p>Canada also notes that it may be necessary to further discuss the format of the draft text as to whether it is intended to be a separate guideline or supplementary text to the GSLPF. The Discussion Paper on Internet Sales / E-Commerce (CX/FL 19/45/7) and project document presented at CCFL's 45th session suggested the intent was to develop supplementary text to the General Standard for Labelling of Prepackaged Foods (GSLPF, CXS 1-1985). Although there was further discussion on format, the 3rd consultation paper indicated that a majority of respondents preferred to include the draft text within the GSLPF and recommended this approach be pursued. However CX/FL 21/46/7 (June 2021) uses "Proposed Draft Guidelines on Internet Sales / E-Commerce".</p> <p>Canada notes that should the Committee agree to new work proposed in the discussion paper on Innovation – the use of technology in food labelling, some of the definitions in the e-commerce guidelines may be useful as part of the GSLPF for that work (e.g., definition of "food information" re: recommendation 2 (a) of the project document).</p> <p>ii) Canada believes that some confusion remains surrounding the appropriate scope for CCFL regarding any potential minimum durability requirements. The durable life of food products vary, and CCFL's role is to address food labelling. As such, Canada suggests the appropriate role for CCFL is to consider the food information requirements related to the durability of foods sold via e-commerce, as opposed to considering the actual durability of foods sold via e-commerce.</p>	<p><b>Canada</b></p>

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<p>Canada proposes adjustments in the specific comments section to remove wording about pre-packaged foods having a minimum durability when sold through e-commerce. Canada notes that for foods sold on retail shelves, consumers can use date marking as a basis for a purchasing decision. While an indication of a specific date is not practical on e-commerce platforms, Canada recommends that consumers should nonetheless have an e-commerce equivalent of such information, which could take the form of a statement such as “ships with a minimum x days/weeks/months remaining before the product’s best before date or use-by date”. This allows consumers to make informed decisions, including on the shipping timeframe to select when making their purchase. In general, if the Committee decides that an indication of minimum durability is required as part of this text, Canada supports providing flexibility to FBOs to disclose whether it is a minimum or expected period of durability. An average durability could be problematic if it results in some consumers receiving products at or past the end of a product’s shelf life, offsetting the average by other consumers who receive products with a long remaining shelf life.</p> <p>Canada suggests that the above be taken into consideration before commenting on whether the text relating to minimum durability in paragraph 3 balances the needs of consumers and burden on industry, in part because Canada understands that a proportion of industry comments relate to the concept of having to meet a minimum durability for foods to be sold by e-commerce, as opposed to the provision of durability information on the product information e-page. With respect to meeting consumer needs, if the provision of such information is optional, consumers may not be able to base purchasing decisions on the expected shelf life of foods sold via e-commerce. The inclusion of an indication of a minimum period of durability can also help limit food waste, as consumers would be less likely to buy products that they do not foresee being able to use before the end of the food’s durability.</p> <p>Additionally, the definition of “minimum durability” may require further consideration as a result of discussion at the plenary session to consider whether the reference point should be the point of delivery or the point of shipping or packing (in the case of click and collect) by the seller. The point of delivery will have a greater number of variables including the location of the buyer, the type of sale (e.g., click and collect vs. shipped), and the shipping type (express or standard) selected by the buyer.</p> <p>iii) Canada has reviewed the draft of sections 4 and 5, as well as the proposed alternative text found in Appendix II. In general, the proposed alternative wording is preferred. While it is a departure from the current draft, it is one that is more in line with the language of a standard and provides greater clarity on expectations for the labelling of foods sold via e-commerce. Canada suggests that aspects related to nutrition information and labelling of minimum durability would need to be incorporated into the alternative text in order to fully address the breadth of the provisions in the current draft. Suggested edits are found in the specific comments section.</p> <p>iv) Canada agrees that cross border e-commerce of food is outside the scope of CCFL and should be referred to the Codex Committee on Food Import and Export Inspection and Certification Systems (CCFICS). While CCFICS may be better placed to address the international sales environment piece, there would be linkages with the labelling aspects currently being considered by CCFL. There may be other Codex Committees that play a role in e-commerce as well, such as related to food safety, hygiene, or commodity specific matters. CCFL may want to update other Codex Committees on its work on the labelling of foods sold through internet sales/e-commerce and invite them to consider if there are aspects of e-commerce that may need to be addressed within their scope.</p> <p>v) Canada supports reconvening the EWG to further the work on this agenda item, assuming this next step aligns with the results of the discussion at the 46th session of CCFL.</p> <p>vi) Other:</p> <p>Substitutions and Variations:</p> <p>Canada does not support the concept of ingredient substitutions as currently drafted in section 4. Food product information that is presented on an online platform should reflect the product that is being sold. A product with substituted ingredients may be an entirely different product. As written, the provision has the potential to permit inaccurate food information on the product information e-page, to</p>	

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<p>mislead consumers into purchases they would not have otherwise made, or possibly to introduce health risks if allergens are present as a substituted ingredient.</p> <p>Canada acknowledges that ingredients substitutions do occur in some food products, and that some jurisdictions have made allowances in their ingredient list requirements to accommodate this, such as with the use of “and/or” statements. If CCFL were to consider amending list of ingredient requirements to reflect the possibility of omissions, variations or substitutions of ingredients in a given product formulation, it is suggested that this should be considered both in the context of e-commerce and retail (physical) sales, and should be a separate work stream.</p> <p>Canada also acknowledges that some online retailers provide consumers with the option to consent to substitutions of the advertised/listed product for another similar product. This practice, while outside of the scope of this work, may address the needs of some e-commerce businesses to make substitutions without the need for inclusion in this text.</p> <p>If the Committee sees it fit to retain the concept of variations and substitutions in this text, Canada requests that paragraph 2 of section 4 be replaced with both square bracketed sentences in italics, or that the alternative text be used.</p> <p>Small Packages:</p> <p>Canada notes that the proposed text is silent on the GSLPF exemption for small units/packages, despite previous discussion. The Third Consultation Document (May 2021) reported 23/35 (65.6%) respondents do not agree that exemptions regarding the labelling of small units (as outlined in Section 6 of the GSLPF) should apply in an e-commerce environment, because the space restrictions that exist for labelling small units, which serve as the justification for their exemption, do not apply in an e-commerce context.</p> <p>Canada recommends the draft text include a statement to the effect that the GSLPF exemption from labelling small units does not apply in respect of the product information e-page.</p>	
<p>Cuba appreciates the opportunity to comment on circular letter CL 2021/20/OCS-FL on the Proposed Draft Guidelines on the Food Information Requirements for Prepackaged Foods Offered by Electronic Commerce and supports its advancement to Step5, and we consider the alternative wording of sections 4 and 5 to be fine.</p>	<b>Cuba</b>
<p>New Zealand recommends a section on Purpose be added to the proposed new text. We consider the addition of the purpose would add clarity to the requirements. We therefore propose the following text:</p> <p>Purpose - The purpose of this [supplementary text] is to ensure consumers buying prepackaged foods via e-commerce have the required information to make informed choices, similar to the information they would find on the physical label of the food.</p> <p>Additionally we believe that the intent of section 3 General Principles is to highlight that the requirements imposed by this text for prepackaged food sold via e-commerce are in addition to those required on the physical label of prepackaged food by the GSLPF. However, the current wording of section 3 does not reflect that. We therefore propose the following wording:</p> <p>As indicated in section 3 of the GSLPF (CXS 1-1985).</p> <p>All food information requirements within the GSLPF and any other Codex texts shall be met at the point of delivery through the information provided on the product label. This text specifies the information that is required on the product information e-page when prepackaged food is sold via e-commerce.</p> <p>New Zealand would like it clarified that although the provisions relevant to allergen labelling in the GSLPF are currently under consideration, the requirement to declare foods and ingredients known to cause hypersensitivity is covered by the GSLPF. As the current drafting of this guidance text requires information in section 4 of the GSLPF to be provided on the product information e-page, that includes</p>	<b>New Zealand</b>

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<p>the requirement to declare foods and ingredients known to cause hypersensitivity. New Zealand does not see the need to include specific wording on allergen labelling in this draft guidance text but considers it necessary that the statement in the current agenda paper for the Draft Guidance on the Food Information Requirements for Prepackaged Foods to be Offered Via E-Commerce (CX/FL 21/46/7) that allergen labelling would not be in scope of this work, is corrected.</p> <p>Similarly we wish to point out that stating that 'nutrition' is not in scope appears to be contradictory to the drafting of section 4 of this guidance which specifically singles out the requirement for prepackaged foods offered for sale via e-commerce to: declare the nutritional information prior to the point of e-commerce sale in alignment with section 3 of the Guidelines on Nutrition Labelling (CXG 2-1985), except to the extent otherwise expressly provided in the Guidelines of Nutrition Labelling.</p>	
<p>Responses to the request for comments:</p> <p>Question 1: To consider the revision of the Proposed Draft Guidance on the Food Information Requirements for Prepackaged Foods to be Offered by Electronic Commerce contained in Appendix II of document CX/FL 21/46/7, and to provide its views on whether it can be brought forward to Step 5 with a view to its adoption by the CAC at its 44th period of sessions.</p> <p>Answer 1: The commission considers that the issue of "minimum duration" should be reviewed in more detail before advancing this document for adoption in step 5</p> <p>Question 2: Examine the minimum durability requirements of the draft guidance (CX/FL 21/46/7, Appendix II, Section 4, paragraph 3) and consider whether the requirements, as presented, do reconcile the needs of consumers and industry.</p> <p>Answer 2: The commission considers that the inclusion of "minimum durability" should not be an obligation but a recommendation since this requirement could affect the supply chain of products and result in unnecessary food waste. The committee recommends that other feasible actions can be taken into consideration to ensure consumer safety</p> <p>Question 3: To examine the proposed alternative wording of sections 4 and 5 (CX/FL 21/46/7, Appendix II, "Proposed alternative wording of sections 4 and 5") and consider whether:</p> <ul style="list-style-type: none"> <li>• the proposed alternative wording departs too far from the current orientation;</li> <li>• the proposed alternative wording contains information that could be included to make the current guidance more effective.</li> </ul> <p>Response 3: With regard to the alternative wording of sections 4 and 5, the commission considers that, although the proposed alternative wording for sections 4 and 5 is very concise, we believe that the current structure and title of section 4 and section 5 are clearer and easier to understand. Therefore, we do not support the use of the proposed alternative wording and prefer to maintain the current structure of section 4 and section 5.</p> <p>Question 4: Consider whether the issue of cross-border e-commerce sales falls outside the scope of the draft guidance and whether it should be referred to the Codex Committee on Food Import and Export Inspection and Certification Systems (CCFICS).</p> <p>Answer 4: Cross-border e-commerce is very important and definitely needs to be addressed. The CCFL should recognise the complexity of labelling for cross-border e-commerce. Therefore, Codex guidance on this issue is necessary to enable trade and we, therefore, support this agenda on cross-border e-commerce being referred to the "Codex Committee on Food Import and Export Inspection and Certification Systems (CCFICS)", which should work on this agenda and provide guidance.</p>	<b>Peru</b>
<p>In Switzerland's Opinion, Loose Food should be included in this Guideline.</p>	<b>Switzerland</b>

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<p>In principle, Thailand has no objection to the draft document. However, we have noticed the use of terms “product information e-page” as well as “digital product information page”, which might refer to the same thing. If it is the case, then a consistent term should be used and that should be “product information e-page” that has been clearly defined.</p>	Thailand
<p>Uruguay thanks the electronic working group for preparing this document, and sends the following comments.</p>	Uruguay
<p>ICBA believes that the draft is ready be advanced to Step 5 pending 1) further discussion of the issues raised in questions 2-4 and 2) finalization of key terms/definitions.</p>	ICBA
<p><b>Comment on whether it is ready to be advanced to Step 5 for adoption by CAC44</b></p>	
<p>Australia thanks the Co-chairs for leading the eWG to progress this work. At this stage, although significant progress has been made, Australia considers there are still matters which lack clarity or have not been resolved. For example agreement and finalisation on definitions as well as discussion on the placement of the text which was canvassed through CL 2020/58/OCS-FL but a recommendation arising from this is not included in CX/FL 21/46/7. Further the issue of out of scope matters is unclear as both allergen and nutrition labelling are appropriately captured within the proposed draft guidance (in section 4 &amp; 5).</p> <p>Definitions</p> <p>‘e-commerce’ – Australia considers this proposed definition is for an e-commerce transaction, not e-commerce and can therefore be clarified and simplified as follows:</p> <p>“e-commerce” – the sale or purchase of prepackaged foods, conducted over computer networks via transactions, through web, extranet or electronic data interchange, by methods specifically designed for the purpose of receiving or placing of orders. The pre-packaged foods are ordered by those methods, but the payment of the food does not have to be conducted online.</p> <p>In regard to ‘At the point of e-commerce sale’, Australia views this term as currently used in section 4 infers a point before an e-commerce order is placed and implies instead the ‘product information e-page’, which could be an unnecessary duplication. Australia also notes that if a decision is made to adopt the alternative text for section 4 &amp; 5, this definition will likely no longer be needed.</p> <p>Scope</p> <p>We also note there was previous agreement to the minimum scope of the new text including consideration of nutrition and health claims. We therefore support explicit reference to the Guidelines on the use of Nutrition and Health Claims (CAC/GL 23-1997) applying to the provision of food information for prepackaged foods to be offered via e-commerce. This is necessary because section 3 in the current draft guidance only applies at the point of delivery which implies that only nutrition and health claims appearing on the physical label would be captured and not when made on a product information e-page.</p> <p>Consistent with our comments above and with other specific comments to provide clarity and consistency of language, we have proposed changes to the draft guidance as provided below. Based on this, we are not convinced the draft guidelines are ready to advance to Step 5 at this point. However, if further clarity and discussion of outstanding matters can be progressed at CCFL46, adoption at Step 5 may be possible.</p>	Australia
<p>Chile believes that it is too hasty to advance to Step 5, as there are still issues that have not apparently reached consensus, such as the application of a "minimum durability".</p> <p><b>Note to the subcommittee:</b> Chile's position at the Session will be in accordance with how the issue of minimum durability progresses, which is the most important and controversial aspect. In this regard, if it is decided to eliminate the minimum durability, we could agree to advance</p>	Chile

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to Step 5.	
Colombia considers that the Preliminary Draft Guidelines on Food Information Requirements for Prepackaged Foods Offered by Electronic Commerce (Appendix II) can be advanced to Step 5.	<b>Colombia</b>
Guatemala agrees to move to Step 5.	<b>Guatemala</b>
Indonesia considers that the revised draft guidelines need to be further discussed before advancing to be adopted at step 5	<b>Indonesia</b>
Japan submits its comments on the proposed draft guidance on e-commerce based on the pre-circulated questions. It thinks that we need to discuss the following points well before moving to Step 5.	<b>Japan</b>
Kenya proposes that the eWG be reconvened for Redrafting the text at Step 3. Resolution of the concerns above will be critical before progressing the draft text to step 5.	<b>Kenya</b>
Malaysia has no objection on the proposed draft and of the view that this proposed draft can be advanced to Step 5 for adoption by CAC44.	<b>Malaysia</b>
<p>New Zealand notes that the decision on the placement of these draft guidelines is yet to be taken. We are of the view that a discussion and the decision on the placement need to happen prior to considering advancing the guidance to Step 5.</p> <p>New Zealand could support the guidance to be advanced to Step 5 only if the Committee agrees to the alternative text for sections 4 &amp; 5 and comes to an agreement on the placement of the guidance at CCFL46.</p>	<b>New Zealand</b>
Answer 1: The commission considers that the issue of "minimum duration" should be reviewed in more detail before this document is advanced for adoption at Step 5	<b>Peru</b>
The Philippines would like to support the progress of this document. We believe that the draft is ready to be advanced to Step 5 pending 1) further discussion of the issues raised in questions 2-4 and 2) finalization of key terms/definitions.	<b>Philippines</b>
Saudi Arabia proposes to postponed to advance this draft for further reviews.	<b>Saudi Arabia</b>
Uganda is in agreement for the revised guidelines to be advanced to step 5 for adoption by CAC44	<b>Uganda</b>
It could be advanced to Step 5 considering the observations sent in this Step, and then review at the next Step the progress achieved in the next meeting.	<b>Uruguay</b>
The United States believes advancement to Step 5 depends on the discussion and consensus-based modifications made at CCFL46, and any resulting changes. Specifically, certain terminology should be made consistent, such as use of "product information e-page" rather than previously used alternatives retained in the current text (e.g., "digital product information page" in the definition of Food Information). Also, while the United States would support the alternative proposed text to Sections 4 and 5 discussed below, these changes are significant enough that any advancement of the document as a whole depends on adequate discussion and consideration of these modifications.	<b>USA</b>
ICGA believes it is premature to anticipate the outcome of CCFL46 discussion, as the Committee may also decide to return the text to Step 3 for further comments.	<b>ICGA</b>
We view that the draft is ready to advance to Step 5, pending (1) further discussion of the outstanding issues and (2) finalisation of key terms/definitions.	<b>Food Industry Asia</b>

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ICGMA believes that the draft guidance is ready be advanced to Step 5 pending 1) further discussion of the issues raised in questions 2-4 and 2) finalization of key terms/definitions.	ICGMA
Yes, ISDI believes that significant progress has been made since CCFL45 and the Guidelines are ready to be advanced to step 5.	International Special Dietary Food Industries
In our opinion, it is ready to go to step 5 in the process of its adoption.	The European Federation of the Associations of Dietitians (EFAD)
ICBA believes that the draft is ready be advanced to Step 5 pending 1) further discussion of the issues raised in questions 2-4 and 2) finalization of key terms/definitions.	ICBA
FoodDrinkEurope considers that the revised draft guidelines are ready to be advanced to Step 5 for adoption by CAC44.	FoodDrinkEurope
<b>Review the requirements relating to minimum durability within the draft guidance (CX/FL 21/46/7, Appendix II Section 4 paragraph 3) and consider whether the requirements as given balance the needs of consumers and industry.</b>	
Australia reiterates that we consider the implementation of 'minimum durability would be impractical and that the guidance should not introduce additional requirements that go beyond the General Standard for the Labelling of Prepackaged Foods (GSLPF). We note the revised text attempts to provide flexibility however it is still unclear how this provision could be implemented in practice.  Australia supports considering alternatives such as a provision to set expectations that e-commerce retailers will ensure products are delivered to consumers within their best before or use-by date.	Australia
Chile does not yet have an agreed position regarding the inclusion of minimum durability. We hope to have a more developed position for the CCFL46 Sessions.	Chile
Colombia considers that the minimum durability requirements of the draft guidance (Appendix II, Section 4, paragraph 3) do not reconcile the needs of consumers and industry and respectfully suggests the following text, as it considers that the term minimum durability should not be included in the guidelines, because it is not part of the General Standard for the Labelling of Prepackaged Foods definitions:  [All pre-packaged foods offered for sale to consumers must be within their shelf life and have a reasonable period for consumption at the time of delivery]	Colombia
The EUMS do not support the inclusion of a mandatory minimum durability date. Similarly, the EUMS do not support the inclusion of the possibility to provide minimum durability date on a voluntary basis under section 4. Indeed FBOs can already provide voluntary information as stated under section 6 of this draft guidance (referring to section 7 of the GSLPF (CXS 1-1985). In addition, section 4 does not provide any requirement regarding the content of such date, which can be either a "guarantee period" or an "expected or average period".	European Union
We do not support the inclusion of a minimum duration period requirement. Although well-intentioned, the application of such a requirement could present significant logistical challenges and lead to regulatory burdens that in turn could lead to unnecessary food waste. We recommend that the CCFL seek input from major e-retailers to learn how they manage stocks and what controls they have or could reasonably put in place to ensure consumers receive food before their optimum consumption date. In addition to soliciting input from retailers, we support further discussion of ways e-retailers can guarantee consumers that they will receive products that are not expired at the time of delivery. It should be taken into account that the product can different shelf life depending on the format and packaging.	Guatemala



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Malaysia has no objection on the proposed draft.	Malaysia
<p>New Zealand would like to reiterate its view that there is no need for such a requirement, even on a voluntary basis. Based on the summary of the comments to the CL 2020/58/OCS-CL presented in the 3rd consultation paper to the EWG (May 2021), a clear majority did not support such a requirement to be included and expressed views that its inclusion would present numerous challenges to food businesses. The 3rd consultation paper is clear that the current drafting is based on minority preference for an assurance for a reasonable remaining shelf life to be provided.</p> <p>New Zealand is strongly of the view that the Guidance on the Food Information Requirements for Prepackaged Foods to be Offered Via E-Commerce should not introduce additional requirements that go beyond the General Standard for the Labelling of prepackaged foods (GSLPF). We consider that sellers have strong incentives to satisfy their customers and this should drive the appropriate behaviours. If sellers disappoint their customers they will shop elsewhere. Furthermore, we do not see the value of displaying such information when it feasibly cannot be accurate. We note the accurate date marking information will always be present on the package when the food is received as per the requirements in the GSLPF. This applies equally to lot number. New Zealand also notes that selling food past its best before date is allowed and this is commonly done knowingly (often at a discounted price).</p> <p>While New Zealand does not support the inclusion of the text on minimum durability/date marking requirement, should the Committee wish to retain such a requirement, opting for the proposed alternative text for sections 4 and 5 does not preclude it to be incorporated into the alternative text. In that case New Zealand is of the view that the term 'date marking' is more appropriate terminology as the term 'minimum durability' is no longer used in the GSLPF. We propose the following:</p> <p>[4.1 Any information required to be provided on the label of a pre-packaged food or in associated labelling, shall be provided on the digital product information e-page of the pre-packaged food when offered for sale via e-commerce, except to the extent otherwise expressly provided in an individual Codex standard. This includes the following information:</p> <ul style="list-style-type: none"> <li>• Information indicated in section 4 and section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 and 4.7.1 However, an indication of a date mark is encouraged to be displayed.</li> <li>• Mandatory information required by any other relevant Codex text]</li> </ul>	New Zealand
Answer 2: The commission considers that the inclusion of "minimum durability" should not be an obligation but a recommendation since this requirement could affect the supply chain of products and result in unnecessary food waste. The commission recommends that other feasible actions to ensure consumer safety can be taken into consideration	Peru
<p>The Philippines recommended that minimum durability date should be transferred to Optional Labelling.</p> <p>The implementation of such a requirement could present significant logistical challenges in this complex sales channel and lead to regulatory burdens that could in turn lead to needless food waste which is not in line with Sustainable Development Goal Target, and consumer confusion.</p>	Philippines
All mandatory labelling requirements and information shall be fulfill including shelf life.	Saudi Arabia
It is Switzerland's opinion that it is not possible to determine a general rule for the minimum period of durability as this varies according to product. It should be the responsibility of the manufacturer/seller to set this minimum period of durability. If the minimum period of conservation is short, it's up to the consumer to decide, whether he wants to order the product or not. We sustain the wording "encourage" referring to the minimum durability date.	Switzerland
Uganda is in agreement that any pre-packaged foods offered for sale to consumers are encouraged to have a minimum durability period, an indication of which should be displayed on the product information e-page. It should be made clear whether this is a guaranteed period	Uganda

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or an expected or average period as captured by CX/FL 21/46/7, Appendix II Section 4 paragraph 3 because consumer safety is clearly brought as well as guidance to industry	
ii) With respect to minimum durability, Uruguay points out that we do not agree to include the concept of minimum durability, since it can become confusing or misleading for the consumer, however, we would agree to its inclusion, as long as the Date Marking is maintained as mandatory information.	<b>Uruguay</b>
Upon further reflection about the need for a minimum durability date and based on consultation with food business operators, the United States does not believe there is a need for minimum durability dates, which add complexity to the business model. Manufacturers may often not have information on expected delivery dates, which would be required to determine minimum durability as defined in the draft text (the period between delivery date and “best before” or “use-by” date). Consumers have a number of pathways to resolve dissatisfaction with products purchased via e-commerce that provide appropriate consumer protection. The United States supports the modified text in the combined Section 4/5 below which no longer includes minimum durability language.	<b>USA</b>
<p>ICGA supports the text as drafted in Appendix II Section 4 paragraph.</p> <p>ICGA believes that a minimum durability date should not be mandatory.</p> <p>However, Food Business Operators (FBOs) should be able to ensure that a food will be delivered to customers to allow sufficient time before the expiry of the date of minimum durability, as declared on the food label.</p> <p>FBO may decide to indicate the date of minimum durability if this is practical and relevant to enable consumer to make an informed choice in accordance with the type of the foods and its type of consumption (long/short storage, requiring freezing, chilling, or simply shelf temperature; etc.). In addition, such voluntary information may help E-commerce platforms to better manage their inventory.</p>	<b>ICGA</b>
ICA members are supportive of the text as drafted in Appendix II Section 4 paragraph. ICA believes that a minimum durability date should not be mandatory. However, Food Business Operators (FBOs) should be able assure that a food will be delivered to customers with reasonable shelf life remaining. The food business operator can decide to indicate the minimum durability period if practical and relevant to enable consumer choice in accordance with their needs. In addition, it could encourage e-commerce sellers to better manage inventory.	<b>International Confectionery Association</b>
<p>ICGMA does not support inclusion of a requirement for a period of minimum durability in e-commerce labelling. While well-intended, implementation of such a requirement could present significant logistical challenge in this complex sales channel and lead to regulatory burdens that could in turn lead to needless food waste.</p> <p>ICGMA represents the manufacturing side of e-commerce, and from our perspective manufacturers would not be able to provide minimum durability information as they do not have control of the shipping and storage variables that may impact when consumers receive a product relative to its ‘best before / use-by’ date. As previously stated, we strongly encourage CCFL to request input from the major e-retailers to understand how they handle stock management and what controls they have in place or could reasonably put in place to ensure that consumers receive foods before their ‘best before’/‘use-by’ date.</p> <p>Related to this, we would encourage further discussion is needed to look at other ways e-retailers could assure consumers will not receive products that are out-of-date or close to the end of shelf life at the time of delivery.</p>	<b>ICGMA</b>
<p>While well-intended, we believe that it is not feasible or practical to define a consistent minimum durability period as manufacturers do not have control of the shipping and storage variables that may impact when consumers receive a product relative to its ‘best before / use-by’ date.</p> <p>If such a requirement is in place, it may result in unnecessary 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</p>	<b>Food Industry Asia</b>

<b>GENERAL COMMENTS</b>	<b>MEMBER / OBSERVER</b>
<p>solely established by the labels on prepackaged food items and we believe the introduction of minimum durability period goes beyond the scope of GSLPF.</p> <p>We wish to highlight that the inclusion of minimum durability period will be especially challenging for products with short shelf life, such as bread or fresh milk. Furthermore, in some instances, the entity that is in charge of the information displayed on the product information e-page is different from the entity that fulfils the customer order. This adds on the complexity in ensuring that the delivered goods meet the minimum durability period.</p> <p>In view of the challenges and variables for online business models, FIA does not support the inclusion of a minimum durability period. Having said that, we would encourage further discussion to consider other viable ways to provide assurance to consumers that they will not receive products that are out-of-date or close to the end of shelf life at the time of delivery, with consideration on the feasibility and capacity of businesses. We strongly encourage CCFL to request input from the major e-retailers to understand how they handle stock management and what controls they have in place or could reasonably put in place to ensure that consumers receive foods before their 'best before'/'use-by' date.</p>	
<p>We do not support inclusion of a requirement for a period of minimum durability in e-commerce labelling. While well-intended, implementation of such a requirement could present significant logistical challenges in this complex sales channel and lead to regulatory burdens that could in turn lead to needless food waste.</p> <p>Manufacturers would not be able to provide minimum durability information as they do not have control of the shipping and storage variables that may impact when consumers receive a product relative to its 'best before / use-by' date. We strongly encourage CCFL to request input from the major e-retailers to understand how they handle stock management and what controls they have in place or could reasonably put in place to ensure that consumers receive foods before their 'best before'/'use-by' date.</p> <p>We support further discussion on other ways e-retailers could assure consumers they will not receive products that are out-of-date or close to the end of shelf life at the time of delivery.</p>	<b>AEDA-EFLA</b>
<p>ICBA does not support inclusion of a requirement for a period of minimum durability in e-commerce labelling. While well-intended, implementation of such a requirement could present significant logistical challenges in this complex sales channel and lead to regulatory burdens that could in turn lead to needless food waste.</p> <p>ICBA members primarily represent the manufacturing side of e-commerce. Manufacturers would not be able to provide minimum durability information as they do not have control of the shipping and storage variables that may impact when consumers receive a product relative to its 'best before / use-by' date. We strongly encourage CCFL to request input from the major e-retailers to understand how they handle stock management and what controls they have in place or could reasonably put in place to ensure that consumers receive foods before their 'best before'/'use-by' date.</p> <p>Related to this, ICBA supports further discussion on other ways e-retailers could assure consumers they will not receive products that are out-of-date or close to the end of shelf life at the time of delivery.</p>	<b>ICBA</b>
<p>FoodDrinkEurope supports the current draft text, as presented in Appendix II of CX/FL 21/46/7, on the requirements relating to minimum durability. The proposed text, which states that FBOs are "encouraged" to present a period of minimum durability on the product information e-page. We believe that the proposed text provides enough flexibility.</p> <p>In fact, as we highlighted in our 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</p>	<b>FoodDrinkEurope</b>

GENERAL COMMENTS	MEMBER / OBSERVER
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><b>Review the proposed alternative wording of sections 4 &amp; 5 (CX/FL 21/46/7, Appendix II, 'Proposed alternative wording of section 4 &amp; 5) and consider whether:</b></p> <ul style="list-style-type: none"> <li>• <b>the proposed alternative wording is too significant of a departure from the current guidance.</b></li> <li>• <b>the proposed alternative wording contains information which could be included to make the current guidance more effective.</b></li> </ul>	
No we do not think the proposed wording is a significant departure from the current guidance.	<b>Australia</b>
Australia prefers the alternative wording as being clearer and capturing the key aspects of the original text more appropriately. We recognise the alternate text does not capture 'minimum durability' but although Australia does not support inclusion of this (see earlier comment), if the consensus CCFL view was that it should be included we note that this could be included in the proposed alternative wording for section 4 & 5.	
Chile prefers the alternative wording of sections 4 and 5 as it is clearer and more understandable. However, we propose some amendments to the text to cover aspects that the original wording has and that are not included in the alternative wording, such as the issue of nutritional labelling.	<b>Chile</b>
<p>Colombia considers that it departs from the current guidance as it does not include the declaration of nutrition information prior to the e-commerce point of sale in line with section 3 of the Nutrition Labelling Guidelines (CXG 2-1985). For Colombia, this information must be declared.</p> <p>Although the proposed alternative wording for Sections 4 and 5 was concise, Colombia believed that Sections 4 and 5 should be retained independently as they are currently formulated, since they are clearer to the consumer.</p> <p>In order to give greater clarity, the following editorial adjustments to the recommendation are suggested:</p> <p>"In some circumstances, it [may] [will] not be possible to provide accurate information [on the information page] of the product [on the page] [on] [of] [the] point of sale with respect to the above requirements. This includes cases where ingredients may be slightly altered compared to those provided on the product information page due to ongoing adjustments to recipes. In such cases, consumers must be advised [to] check the label of the products once [they] have been delivered to obtain for accurate food information."</p> <p>In addition to the previous recommendation, it is suggested to clarify that the declaration of two lists of ingredients due to changes in the formulation of the products is a temporary situation and not a permanent one.</p>	<b>Colombia</b>
<p>The proposed alternative wording does not present additional information that could be included in the guidance.</p> <p>It is proposed to include in the guidance in Section 4 an additional recommendation in this regard:</p> <p>[The manufacturer of the product will be responsible for keeping, as up-to-date as possible, the product information on the point-of-sale page in order to protect the consumers and allow them to make an informed choice].</p>	
The EUMS can agree with the proposed alternative wording, which aims at merging sections 4 and 5. However, comments on the content of these sections (as outline in below sections) should be taken into account. See comments on other parts.	<b>European Union</b>
We believe that the alternative text is more succinct and better organized, and could be used to make the current guidelines more effective. The main change we would suggest to the alternative text is to specify to which sections of the GSLPF do "4.6" and "4.7.1" refer to, as follows:	<b>Guatemala</b>

GENERAL COMMENTS	MEMBER / OBSERVER
<ul style="list-style-type: none"> <li>• 4.1 Any information required to be provided on the label of a prepackaged food or on the associated labelling, will be provided on the digital information page of the pre-packaged product when offered for sale via e-commerce, except to the extent expressly provided otherwise in an individual Codex standard. This includes the following information:</li> <li>• The information indicated in sections 4 and 5 of the GSLPF (CXS 1-1985), except for the information required by 4.6 (lot identification) and 4.7.1 (date marking), which are exempt from the information requirements for prepackaged foods when submitted for sale through electronic commerce.</li> <li>• Mandatory labelling information required by other relevant Codex texts.</li> </ul>	
<p>New Zealand proposed the alternative wording and supports it over the current drafting. The current proposal for section 4 is unnecessarily wordy and combining sections 4 and 5 into one concise section would make the requirements much clearer.</p> <p>New Zealand proposed the alternative to section 4 for a number of reasons.</p> <p>We consider the current text as drafted (paragraph 2) allows for any of the information required on the product information e-page to be inaccurate. We believe the intent is only to allow for the substitution of ingredients</p> <p>The current drafting of section 4 does not capture specific information requirements that are additional to those in sections 4 and 5 of the GSLPF. While we agree that the requirement for a nutrient declaration as per section 3 of the Guidelines on Nutrition Labelling (CXG 2-1985) should be included as a mandatory requirement, we question why this one mandatory requirement from Codex texts other than the GSLPF is singled out while there is no mention of other mandatory requirements for labelling of specific foods such as warning statements which are covered in other Codex standards or texts. We suggest this sentence is made more generic to capture any information that is required (including any exemptions) on the physical label of a food to be declared on the product information e-page when the food is sold via e-commerce. This information would not be more prescriptive than what is required on the physical label of such products when they are offered for retail sale. Making this clause/sentence more generic will also futureproof the document in the case of other mandatory information that maybe required on certain prepackaged foods in the future.</p> <p>New Zealand agrees with the need for the product information e-page to contain a statement to the effect that the consumer should check the physical label on the product before consumption, but we consider this applies more broadly than the substitution of ingredients. We consider such a statement should be required to alert consumers to all information provided on the physical label either exempt from being displayed on the product information e-page or substitute ingredients.</p> <p>While New Zealand does not support the inclusion of the text on minimum durability/date marking requirement, should the Committee wish to retain such a requirement, it could be incorporated as part of the proposed alternative text:</p> <p>[4.1 Any information required to be provided on the label of a pre-packaged food or in associated labelling, shall be provided on the digital product information e-page of the pre-packaged food when offered for sale via e-commerce, except to the extent otherwise expressly provided in an individual Codex standard. This includes the following information:</p> <ul style="list-style-type: none"> <li>• Information indicated in section 4 and section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 and 4.7.1 However, an indication of a date mark is encouraged to be displayed.</li> <li>• Mandatory information required by any other relevant Codex text]</li> </ul>	<p><b>New Zealand</b></p>
<p>Malaysia agrees with the proposed text on the second bullet:  “the proposed alternative wording contains information which could be included to make the current guidance more effective.”</p>	<p><b>Malaysia</b></p>
<p>Response 3: With regard to the alternative wording of sections 4 and 5, the committee considers that, although the proposed alternative wording for sections 4 and 5 is very concise, we believe that the current structure and title of section 4 and section 5 are clearer and easier</p>	<p><b>Peru</b></p>

<b>GENERAL COMMENTS</b>	<b>MEMBER / OBSERVER</b>
to understand. Therefore, we do not support the use of the proposed alternative wording and prefer to maintain the current structure of section 4 and section 5.	
Although the proposed alternative wording of sections 4 & 5 is very concise, we think that the current structure and title of section 4 & section 5 are clearer and easier to understand. Therefore, we don't support the use of the proposed alternative wording and prefer to remain with current structure of section 4 & section 5.	<b>Philippines</b>
In Switzerland's Opinion the new wording should not be adopted.	<b>Switzerland</b>
<p>We do not share the opinion that section 4.7.1 should be excepted, as it should be mandatory to publish the shortest due date available for delivery. With respect to section 4.6, it is considered that it may be exempted from lot identification information through e-commerce, but must be available on the physical label of the product.</p> <p>In Uruguay it is not allowed to alter the list of ingredients without modifying the registration of the product, therefore, paragraph 2 of section 4 must be optional according to the legislation of each country.</p>	<b>Uruguay</b>
1) The proposed wording does not depart too much from the current one and, since it does not include minimum durability, we would agree with the proposed wording, as long as the comments related to the exemptions are taken.	
(2) The alternative wording contains information similar to the current wording but in a more summarized text, so that it could make the guidelines more effective.	
Uganda is in agreement with the option 2 because the principles and objectives further builds a quality culture, consumer confidence and trust, thus the proposed alternative wording of section 4 & 5 is more elaborate	<b>Uganda</b>
The United States supports the second option (i.e., the proposed alternative wording contains information which could be included to make the current guidance more effective), as the proposed alternative text is more streamlined than the existing Sections 4 and 5. The United States continues to note that if an ingredient substitution would lead to a product that contains an allergenic food ingredient or an ingredient known to cause hypersensitivity, then those changes would need to be reflected on the product information e-page through appropriate allergen disclosure statement(s) as well as on the actual product label as shipped to the consumer.	<b>USA</b>
<p>We support the proposed alternative wording of sections 4 and 5. We would like to note that if this is the case, section 2 on the definition of terms needs to be amended to remove 'minimum durability'. The main change we would suggest is to specify to which sections of the GSLPF "4.6" and "4.7.1" refer, as indicated below:</p> <p>4.1 Any information required to be provided on the label of a pre-packaged food or in associated labelling shall be provided on the digital product information page of the pre-packaged food when offered for sale via e-commerce, except to the extent otherwise expressly provided in an individual Codex standard. This includes the following information:</p> <ul style="list-style-type: none"> <li>• Information indicated in Section 4 and Section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 (lot identification) and 4.7.1 (date marking), which are exempt from information requirements for pre-packaged foods when presented for sale through e-commerce.</li> <li>• Mandatory labelling information required by other relevant Codex texts</li> </ul>	<b>Food Industry Asia</b>
We believe that the alternative wording is more succinctly stated and well-organized, and for these reasons it could be more effective than the current guidance. The main change we would suggest to the alternative text is to specify to which sections of the GSLPF "4.6" and "4.7.1" refer, as indicated below:	<b>AEDA-EFLA</b>

<b>GENERAL COMMENTS</b>	<b>MEMBER / OBSERVER</b>
<p>4.1 Any information required to be provided on the label of a pre-packaged food or in associated labelling shall be provided on the digital product information page of the pre-packaged food when offered for sale via e-commerce, except to the extent otherwise expressly provided in an individual Codex standard. This includes the following information:</p> <ul style="list-style-type: none"> <li>Information indicated in Section 4 and Section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 (lot identification) and 4.7.1 (date marking), which are exempt from information requirements for pre-packaged foods when presented for sale through e-commerce.</li> <li>Mandatory labelling information required by other relevant Codex texts</li> </ul>	
ICGA is generally supportive of the proposed alternative language with minor amendments (see detailed comments in the body of the text).	<b>ICGA</b>
ISDI believes that the alternative wording could be used in place of sections 4 and 5. ISDI would like to note that if this is the case, section 2: definition of terms, needs to be amended and 'minimum durability' deleted.	<b>International Special Dietary Food Industries</b>
ICA members are supportive of the proposed alternative language with minor amendments	<b>International Confectionery Association</b>
ISDI prefers to use the wording in the proposed alternative wording of sections 4 & 5 and delete wording in former sections 4 & 5.	<b>International Special Dietary Food Industries</b>
<b>Consider whether the issue of cross-border e-Commerce sales is outside the scope of the draft guidance and should be referred to the Codex Committee on Food Import and Export Inspection and Certification Systems (CCFICS).</b>	
Australia is unclear on the issue of cross-border e-commerce sales and what specifically might be referred to CCFICS. We have previously supported the referral of issues relating to traceability and authenticity to CCFICS.	<b>Australia</b>
Chile considers that all aspects related to cross-border sales do not fall within the mandate of the preliminary draft nor the Committee's terms of reference.	<b>Chile</b>
The issue of cross-border e-commerce is very important and definitely needs to be addressed. The CCFL should recognise the complexity of labelling for cross-border e-commerce. Therefore, Codex guidance on this issue is necessary to enable trade and, in this regard, we support that this matter about cross-border electronic commerce be worked jointly with the "Codex Committee on Food Import and Export Inspection and Certification Systems (CCFICS)".	<b>Colombia</b>
The EUMS agree that cross-border issues are outside the scope of this Guidance.	<b>European Union</b>
<p>Although there are labelling implications on cross-border sales, we believe they should be recognised in this e-commerce guide, we agree that the general guidance on cross-border trade is the competence of the CCFICS and should be a "matter referred" by the CCFL to the CCFICS.</p> <p>We believe that it is necessary to pay more attention to the terms currently associated with the definitions (in section 2 - "Definition of terms" of "at the e-commerce point of sale" and "the electronic product information page". 1) We continue to believe that there is an inconsistency in the understanding of the term "at the e-commerce point of sale", as different countries/stakeholders use this term to refer to different steps in the purchase/purchase process. We support the need for the definition, but we believe that a different term is</p>	<b>Guatemala</b>

<b>GENERAL COMMENTS</b>	<b>MEMBER / OBSERVER</b>
<p>necessary, for example, "selection point". 2) A more common industry term for the concept described in the definition of "electronic product information page" is "digital shelving", and we suggest that this term be used instead. Major suppliers facilitating the provision of product information and/or data analysis to food producers and e-retailers often use this term; therefore, it might be easier to understand.</p>	
<p>Indonesia consider that the issue of cross-border e-Commerce sales is outside the scope of the draft guidance and should be referred to the Codex Committee on Food Import and Export Inspection and Certification Systems (CCFICS).</p>	<b>Indonesia</b>
<p>Malaysia is of the view that this Guidance should focus only on provision of food-information which is under the purview of CCFL. The issue of cross-border e-Commerce sales is outside the scope of the draft guidance and should be referred to the Codex Committee on Food Import and Export Inspection and Certification Systems (CCFICS).</p>	<b>Malaysia</b>
<p>New Zealand notes that Codex text are mainly for international trade. The current drafting of the guidance text itself (either version) does not specifically include or exclude the labelling of pre-packaged foods for cross-border e-commerce, and we do not see the need for it to do so. We do not support the intent to rule the information requirements for pre-packaged foods for cross-border e-commerce out of scope for this guidance.</p> <p>New Zealand queries what is the issue that would be referred to CCFICS in relation to cross-border e-commerce sales. We are of the view that information required to be provided in situations where a consumer in one country purchases via e-commerce pre-packaged food from a retailer in another country would, and should, fall within the scope of this guidance as per the draft scope:</p> <p>This text applies to the provision of food information that shall be available on the product information page, or its equivalent, of any consumer-facing transactional digital platform, and certain aspects relating to the presentation thereof, in respect of pre-packaged foods to be offered via e-commerce. It clarifies which food information shall be provided at the point of e-commerce sale.</p>	<b>New Zealand</b>
<p>Answer 4: Cross-border e-commerce is very important and definitely needs to be addressed. The CCFL should recognise the complexity of labelling for cross-border e-commerce. Therefore, Codex guidance on this issue is necessary to enable trade and we therefore support this agenda about cross-border e-commerce being referred to the "Codex Committee on Food Import and Export Inspection and Certification Systems (CCFICS)", which should work on this agenda and provide guidance.</p>	<b>Peru</b>
<p>We believe that the issue of cross-border e-Commerce is outside the scope of draft guidance and should be referred to CCFICS which has the most appropriate expertise to address the matter.</p>	<b>Philippines</b>
<p>Yes, it is outside the scope of the draft guidance.</p>	<b>Switzerland</b>
<p>Uganda is in agreement that the issue of cross-border e-Commerce sales is outside the scope of the draft guidance and should be referred to the Codex Committee on Food Import and Export Inspection and Certification Systems (CCFICS)</p>	<b>Uganda</b>
<p>(iv) Uruguay understands that cross-border sales of electronic commerce fall outside the scope of this draft guidance and therefore consider that it should be referred to CCFICS.</p>	<b>Uruguay</b>
<p>Given the prevalence of cross-border e-commerce, the United States believes that CCFL should retain consideration of this issue, specific to labeling, within the document currently under development. The United States supports informing CCFICS of CCFL's e-commerce labeling work for ongoing awareness to ensure consistency and coordination in any areas of potential overlap. Cross-border e-commerce issues beyond labeling that might arise in CCFL could be referred to CCFICS for their consideration as appropriate.</p> <p>Should the document not advance in the Step process at CCFL46, then the United States supports reconvening the EWG to continue development of the guidance. If the document does advance to Step 5, the nature and complexity of any unresolved issues will guide the Committee's decision on whether it is necessary to reconvene the EWG.</p>	<b>USA</b>



<b>GENERAL COMMENTS</b>	<b>MEMBER / OBSERVER</b>
ICGA submits that the issue of cross-border E-commerce remains within the scope of CCFL mandate, while CCFL may request technical inputs from the CCFICS once the draft guidance is approved at Step 5 by CAC44, on matters strictly within the terms of reference of the CCFICS.	<b>ICGA</b>
ICA believes that this issue may be better addressed at Codex Committee on Food Import and Export Inspection and Certification Systems (CCFICS)	<b>International Confectionery Association</b>
ICGMA believes that the matter should be referred to CCFICS.	<b>ICGMA</b>
While overall guidance on import and export aspects of cross-border e-commerce sales are likely better addressed by CCFICS, we view that it would be helpful for this draft guidance to acknowledge complexity of labelling for cross-border e-commerce sales. We suggest clarifying the issues to be referred to CCFICS for further deliberation, including the nature of cross-border e-commerce before CCFL continues with the development on this work under CCFL.	<b>Food Industry Asia</b>
Codex Alimentarius covers international trade, therefore, the labelling of products traded via cross-border e-Commerce could be within the scope of CCFL and this guidance. ISDI recommends clarifying what issues are being proposed to be referred to CCFICS before a question could be asked.  ISDI would also welcome the advice of the Codex Secretariat.	<b>International Special Dietary Food Industries</b>
We do not have a clear position on this question	<b>The European Federation of the Associations of Dietitians (EFAD)</b>
While there are labelling implications in cross-border sales, we believe they should be acknowledged in this e-commerce guidance. We agree that overall guidance on cross-border trade is in the remit of CCFICS and should be a "Matter Referred" by CCFL to CCFICS.	<b>AEDA-EFLA</b>
While there are labelling implications in cross-border sales, we believe they should be acknowledged in this e-commerce guidance. ICBA agrees that overall guidance on cross-border trade is in the remit of CCFICS and should be a "Matter Referred" by CCFL to CCFICS.	<b>ICBA</b>
<b>SPECIFIC COMMENTS ON THE DRAFT GUIDANCE ON FOOD INFORMATION REQUIREMENTS FOR PREPACKAGED FOODS TO BE OFFERED VIA E-COMMERCE</b>	
To better reflect and for consistency with the definition for 'food information' in Section 2 and the text in the purpose, we suggest editing the title to the following:  PROPOSED DRAFT GUIDANCE ON THE PROVISION OF FOOD INFORMATION FOR PREPACKAGED FOODS TO BE OFFERED VIA E-COMMERCE	<b>Australia</b>
What will be the treatment for fresh foods that are currently being marketed via e-commerce, as since the 2020 pandemic began, we have seen how companies have had to innovate, to be able to offer these products to consumers (for example, bananas, tomatoes, which do not necessarily have to go in a prepackaged.)? Therefore, this Guidance must include aspects for the electronic commerce of fresh products and not be limited to pre-packaged products.  PROPOSED DRAFT GUIDELINES ON THE FOOD INFORMATION REQUIREMENTS FOR <b>PREPACKAGED</b> FOODS OFFERED BY <b>ELECTRONIC COMMERCE</b>	<b>Honduras</b>
<b>1. SCOPE</b>	

GENERAL COMMENTS	MEMBER / OBSERVER
<p>For clarity and to simplify, we suggest editing to the following:</p> <p>This guidance applies to the provision of food information that shall be available on the product information e-page, or its equivalent, of any consumer-facing transactional digital platform, and certain aspects relating to the presentation thereof, in respect of pre-packaged foods to be offered via e-commerce to consumers.</p>	Australia
<p>Brazil seeks clarification on the scope of the proposed draft guidance. Does it cover prepackaged foods in non-retail containers or prepackaged foods for catering purposes?</p>	Brazil
<p>Given the current definition of “at the point of e-commerce sale” relates to the time consumers make a decision, Canada notes that it is important that consumers have food product information before making purchasing decisions.</p> <p>This text applies to the provision of food information that shall be available on the product information e-page, or its equivalent, of any consumer-facing transactional digital platform, and certain aspects relating to the presentation thereof, in respect of pre-packaged foods to be offered via e-commerce. It clarifies which food information shall be provided <u>at prior to</u> the point of e-commerce sale.</p> <p>Same rationale as our other comment on this section, with alternative wording. See comments below regarding the definition of “at the point of e-commerce sale”, which, if addressed, may nullify this comment.</p> <p>This text applies to the provision of food information that shall be available on the product information e-page, or its equivalent, of any consumer-facing transactional digital platform, and certain aspects relating to the presentation thereof, in respect of pre-packaged foods to be offered via e-commerce. It clarifies which food information shall be provided <u>at the point of e-commerce sale when offered for sale through e-commerce</u>.</p>	Canada
<p>This text applies to the provision of food information that shall be available <u>at the point of e-commerce sale</u> on the product information e-page, <del>or its equivalent, of any consumer-facing transactional digital platform, and certain aspects relating to the presentation thereof,</del> in respect of pre-packaged foods to be offered via e-commerce. <del>It clarifies which</del> <u>This text does not apply to food information that shall be provided available at the point of e-commerce sale delivery, as such information is laid down in general standard for the labelling of prepackaged foods (GSLPF (CXS 1-1985)).</u></p> <p>The EUMS consider that the terms “e-commerce sale” and “product information e-page” defined in the guidance should be used when referring to these concepts in the section “scope”.</p> <p>The EUMS consider that it is more appropriate to state in the section “scope” that the guidance does not apply to food information requirements at the point of delivery, than providing this information under section 3 ‘general principles’.</p> <p>Section 3 ‘general principles’ should refer to the general principles applicable at the point of e-commerce rather than at the point of delivery. For these reasons, the EUMS would like to propose the following changes to section 1: “This text applies to the provision of food information that shall be available at the point of e-commerce sale on the product information e-page in respect of prepackaged foods to be offered via e-commerce. This text does not apply to food information that shall be available at the point of delivery, as such information is laid down in general standard for the labelling of prepackaged foods (GSLPF (CXS 1-1985))”.</p>	European Union
<p>The Philippines agrees with the scope.</p>	Philippines
<p>In Switzerland’s opinion, information provided for loose foods should be the same as that to be provided for pre-packaged foods, with few exceptions (lot number and nutritional value). The only difference should be that, in case of loose foods, most information does not necessarily have to be provided by means of written labels, even after delivery. Information can be given also orally, but must be guaranteed to the consumer. This can be accomplished by other means (e.g. by chat, orally, etc.).</p> <p>In Switzerland’s Opinion, “loose foods” should be explicitly included in the scope.</p>	Switzerland

GENERAL COMMENTS	MEMBER / OBSERVER
<b>2. Definition of terms</b>	
<p>CCFLHN. We consider that it excludes foods that are not prepackaged, since the electronic commerce of food is broader and that fresh foods are also marketed, and those not marketed at the retail level are those that are used in catering services. It is suggested to delete the word prepackaged. (Review documents prior to January 2021)</p> <p>This text applies to the provision of food information that will be available on the electronic product information page, or its equivalent, of any digital transactional platform for the consumer, and to certain aspects related to its presentation, with respect to <b>prepackaged</b> foods to be offered through electronic commerce. It clarifies what kind of food information should be provided at the e-commerce point of sale.</p>	<b>Honduras</b>
<p>The Philippines agrees with the definition of the following terms: at the point of delivery, minimum durability and product information e-page.</p> <p>We propose the below amendments in the definitions:</p> <p>“E-commerce” - is the sale or purchase of pre-packaged foods, conducted via transactions over computer networks, through web, extranet or electronic data interchange, by methods specifically designed for the purpose of receiving or placing of orders. The pre-packaged foods are ordered by those methods, but the payment of the food does not have to be conducted online.</p> <p>“Food information” Information concerning a food made available to the final consumer on the product information e-page</p> <p>*For consistency purposes we recommend to use the phrase product information e-page instead of digital product information page.</p> <p>“At the point of e-commerce sale”</p> <p>* The context in which this term is used throughout the document seems to refer to a point before an e-commerce order is placed. Therefore, we believe a different term, e.g., “point of selection”, is needed or more suitable.</p>	<b>Philippines</b>
<p>ICBA believes that further attention is needed to the terms currently associated with definitions (in Section 2 – “Definition of Terms” for 1) “at the point of e-commerce sale”; and 2) “product information e-page”</p>	<b>ICBA</b>
<b>e-commerce</b>	
<p>As per our previous comment we consider this proposed definition is for an e-commerce transaction, not e-commerce and can therefore be clarified and simplified as per our changes below:</p> <p>“e-commerce” The sale or purchase of pre-packaged foods, conducted over computer networks, through web via transactions, extranet or electronic data interchange, by methods specifically designed for the purpose of receiving or placing of orders. The pre-packaged foods are ordered by those methods, but the payment of the food does not have to be conducted online.</p>	<b>Australia</b>
<p>Brazil suggests editorial amendments in the definition of “e-commerce” to simplify the text.</p> <p><b>“e-commerce”</b> is the sale or purchase of pre-packaged foods, conducted over computer networks, through web, extranet or electronic data interchange, by methods specifically designed for the purpose of receiving or placing of orders. The pre-packaged foods are ordered by those methods, but the payment of the food does not have to be conducted online.</p>	<b>Brazil</b>
<p>Rationale: Simplifies the definition and less likely to become obsolete with changes in technology.</p> <p>Rationale: To be more comprehensive</p> <p><b>“e-commerce”</b> <del>A transaction via e-commerce</del> is the <del>sale sale, order</del> or purchase of pre-packaged <del>foods, conducted over computer networks, through web, extranet or electronic data interchange, foods</del> by <del>methods specifically designed for the purpose of receiving or</del></p>	<b>Canada</b>

GENERAL COMMENTS	MEMBER / OBSERVER
<p><del>placing of orders</del><u>electronic means</u>. The pre-packaged foods are ordered by those methods, but the payment of the food does not have to be conducted online.</p>	
<p><b>"Electronic Commerce <del>electronic (e-commerce)</del>"</b> <del>A transaction through electronic commerce</del> is the sale or purchase of pre-packaged foods, carried out <u>through transactions</u> over computer networks, through the web, the extranet or electronic data interchange, by methods specifically designed for the purpose of receiving or placing of orders. The pre-packaged foods are ordered by these methods, but payment for the food does not have to be conducted online.</p> <p>"E-commerce" A transaction via e-commerce is the sale or purchase of pre-packaged foods, conducted over computer networks, through web, extranet or electronic data interchange, by methods specifically designed for the purpose of receiving or placing of orders. The pre-packaged foods are ordered by those methods, but the payment of the food does not have to be conducted online.</p> <p>Justification: The proposed definition is oriented to transactions through e-commerce and not to the e-commerce itself.</p> <p><b>"E-commerce"</b> A transaction via e-commerce is the sale or purchase of pre-packaged foods, conducted over computer networks, through web, extranet or electronic data interchange, by methods specifically designed for the purpose of receiving or placing of orders. The pre-packaged foods are ordered by those methods, but the payment of the food does not have to be conducted online.</p>	Colombia
<p>CCFLHN: Online payment can be carried out in any of the ways indicated in the definition (online or at the time of delivery of the food) either before or after. That is why we believe that the wording can be improved with the proposal.</p> <p><b>"E-commerce"</b> A transaction via e-commerce is the sale or purchase of pre-packaged foods, conducted over computer networks, through web, extranet or electronic data interchange, by methods specifically designed for the purpose of receiving or placing of orders. The pre-packaged foods are ordered by those methods, but the payment of the food does not <del>have</del> <u>necessarily has</u> to be conducted online.</p>	Honduras
<p>New Zealand retains the view that the proposed definition for the term "e-commerce" is actually a definition for the term "e-commerce transaction" rather than "e-commerce". We agree that the proposed definition is appropriate for the purpose of this guidance and as such suggest that the proposed definition is retained but that the term it defines is an "e-commerce transaction [of prepackaged food]", not "e-commerce".</p> <p>If the Committee wishes to define the term "e-commerce" then the following edits are required to the proposed definition:  "e-commerce" – e-commerce is the sale or purchase of pre-packaged foods, conducted via transactions over computer networks, through web, extranet or electronic data interchange, by methods specifically designed for the purpose of receiving or placing of orders. The pre-packaged foods are ordered by those methods, but the payment of the food does not have to be conducted online.</p> <p><del>"e-commerce"</del> <u>"e-commerce transaction [of prepackaged food]"</u> <del>A transaction via e-commerce is the</del> <u>The</u> sale or purchase of pre-packaged foods, conducted over computer networks, through web, extranet or electronic data interchange, by methods specifically designed for the purpose of receiving or placing of orders. The pre-packaged foods are ordered by those methods, but the payment of the food does not have to be conducted online.</p>	New Zealand
<p>We also believe that further consideration should be given to the "e-commerce" definition and offer the included suggestion.</p> <p><b>"e-commerce"</b> A transaction via e-commerce is the <del>sale</del> <u>sale, order</u> or purchase of pre-packaged foods, conducted over computer networks, through web, extranet or electronic data interchange, by methods specifically designed for the purpose of receiving or placing of orders. <del>The pre-packaged foods are ordered by those methods, but the payment of the food does not have to be conducted online.</del></p>	ICGMA

GENERAL COMMENTS	MEMBER / OBSERVER
<p>It is recommended that the “e-commerce” definition be re-considered. This definition is for an e-commerce transaction, not e-commerce. ISDI suggests modifying it as shown in track changes.</p> <p><b>“e-commerce”</b> <del>A transaction via</del> e-commerce is the sale or purchase of pre-packaged foods, conducted <del>over</del> <u>via transactions over</u> computer networks, through web, extranet or electronic data interchange, by methods specifically designed for the purpose of receiving or placing of orders. The pre-packaged foods are ordered by those methods, but the payment of the food does not have to be conducted online.</p>	<p><b>International Special Dietary Food Industries</b></p>
<b>Food information</b>	
<p>For consistency with other proposed definitions and to clarify, we suggest editing to the following:</p> <p>“Food information” Information about a pre-packaged food made available to the consumer on the product information e-page.</p> <p><b>“Food information”</b> Information concerning a food made available to the final consumer on the digital product information page.</p>	<p><b>Australia</b></p>
<p>Brazil suggests editorial amendments in the definition of “food information” to guarantee consistency with the definition of “product information e-page”.</p> <p><b>“Food information”</b> Information concerning a food made available to the final consumer on the <del>digital</del> product information <del>page</del> <u>page</u>.</p>	<p><b>Brazil</b></p>
<p>Rationale: To reflect the defined term and as explained in CX/FL 21/46/7 Appendix I, section 1 item d (i.e., there is no way to know it would be the “final” consumer viewing this food information online as products could be re-sold or used as ingredients in other foods).</p> <p><b>“Food information”</b> Information concerning a food made available to the <del>final</del> consumer on the <del>digital</del> product information <del>page</del> <u>page</u>.</p>	<p><b>Canada</b></p>
<p>We suggest deleting "product information" as it is redundant</p> <p><b>"Food information"</b> Information relating to a food made available to the final consumer on the <del>digital</del> <u>product information page</u>.</p>	<p><b>Honduras</b></p>
<p><b>“Food information”</b> Information concerning a food made available to the <del>final</del> consumer on the digital product information page.</p>	<p><b>New Zealand</b></p>
<p><b>“Food information”</b> Information concerning a food made available to the final consumer on the <del>digital</del> product information <del>page</del> <u>page</u>.</p>	<p><b>Thailand</b></p>
<p>We suggest to change to Product information e-page to align with the term under definition</p> <p><b>“Food information”</b> Information concerning a food made available to the final consumer on the <del>digital</del> product information <del>page</del> <u>page</u>.</p>	<p><b>Food Industry Asia</b></p>
<b>At the point of e-commerce sale</b>	
<p>As per our previous comment that this could be an unnecessary duplication, therefore we suggest deleting this.</p> <p><b>“At the point of e-commerce sale”</b> The moment when consumers decide to make the purchasing order regardless of making any payment.</p>	<p><b>Australia</b></p>
<p>Although the definition gets the general idea across, Canada suggests it may need further consideration. It is not possible to read consumers’ minds to know at which moment they are making decisions, nor at which stage in the online shopping process this occurs. If retained it is suggested that the definition relate to the seller’s actions on the e-commerce platform as opposed to the consumer’s thought process.</p>	<p><b>Canada</b></p>

GENERAL COMMENTS	MEMBER / OBSERVER
<p>If the proposed draft text is intended to apply to food while it is offered for sale through e-commerce (i.e. advertised, available, exposed or presented for sale) so consumers can make informed decisions while shopping online, then it may not be necessary to use or define “At the point of e-commerce sale”. Replacing “prior to the point of e-commerce sale” and “at the point of e-commerce sale” throughout the proposed text with common language terms such as “offered for sale” or, as applicable, “offered for sale through e-commerce”, would include the entire time the food is displayed online, being offered, presented or exposed for sale to potential buyers / consumers.</p> <p><del>“At the point of e-commerce sale” The moment when consumers decide to make the purchasing order regardless of making any payment.</del></p>	
<p>‘Decide to’ is not needed, what matters is when the consumer makes the order</p> <p><b>“At the point of e-commerce sale”</b> The moment when <del>consumers decide to</del> <u>consumers</u> make the purchasing order regardless of making any payment.</p>	New Zealand
<p>The context in which this term is used throughout the document seems to refer to a point before an e-commerce order is placed; in fact, it generally seems to refer to the “product information e-page” as defined in the draft. With this in mind, we believe the term and definition for “at the point of e-commerce sale” are not needed in this text. However, if the Committee believes the term and definition should be retained, we continue to believe that there is inconsistent interpretation of the term “at the point of e-commerce sale”. Different countries/stakeholders use this term to refer to different steps in the online shopping/purchasing process. Therefore, we believe a different term, e.g., “point of selection”, is needed. We also view that it is hard to define “the moment when consumers decide to make the purchasing order” and seek for further discussion within the Committee.</p> <p><b>“At the point of e-commerce sale”</b> The moment when consumers decide to make the purchasing order regardless of making any payment.</p>	Food Industry Asia
<p>We believe further attention is needed to the terms currently associated with following definitions in Section 2 – “Definition of Terms” for “at the point of e-commerce sale”. The context in which this term is used throughout the document seems to refer to a point before an e-commerce order is placed; in fact, it generally seems to refer to the “product information e-page” as defined in the draft. With this in mind, we believe the term and definition are not needed in this text. However, if the Committee believes the term and definition should be retained, we continue to believe that there is inconsistent interpretation of the term “at the point of e-commerce sale”. Different countries/stakeholders use this term to refer to different steps in the online shopping/purchasing process. Therefore, we believe a different term, e.g., “point of selection”, is needed.</p> <p><b>“At the point of e-commerce sale”</b> The moment when consumers decide to make the purchasing order regardless of making any payment.</p>	ICGMA
<p>We believe that further attention is needed to the proposed term “at the point of e-commerce sale”. The context in which this term is used throughout the document seems to refer to a point before an e-commerce order is placed; in fact, it generally seems to refer to the “product information e-page” as defined in the draft. With this in mind, we believe the term and definition are not needed in this text.</p> <p>However, if the Committee elects to retain the term and definition, we note that there is inconsistent interpretation of the term “at the point of e-commerce sale”. Different countries/stakeholders use this term to refer to different steps in the online shopping/purchasing process. Therefore, we believe a different term, e.g., “point of selection”, should be considered.</p> <p><b>“At the point of e-commerce sale”</b>The moment when consumers decide to make the purchasing order regardless of making any payment.</p>	AEDA-EFLA

GENERAL COMMENTS	MEMBER / OBSERVER
<p>The context in which this term is used throughout the document seems to refer to a point before an e-commerce order is placed; in fact, it generally seems to refer to the “product information e-page” as defined in the draft. With this in mind, we believe the term and definition are not needed in this text.</p> <p>However, if the Committee believes the term and definition should be retained, we continue to believe that there is inconsistent interpretation of the term “at the point of e-commerce sale”. Different countries/stakeholders use this term to refer to different steps in the online shipping/purchasing process. Therefore, we believe a different term, e.g., “point of selection”, is needed.</p> <p><b>“At the point of e-commerce sale”</b> The moment when consumers decide to make the purchasing order regardless of making any payment.</p>	ICBA
<b>Minimum durability</b>	
<p>Australia does not support inclusion of minimum durability, therefore we suggest deleting this.</p> <p><b>“Minimum durability”</b> 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>	Australia
<p><del>“Minimum durability” The period (e.g. in hours, days, months, etc.) between the delivery point and the recommended consumption or expiry date, as applicable.</del></p> <p>[“Minimum Durability” The period (e.g., in hours, days, months, etc.) between the point of delivery and the recommended consumption or expiration date, as applicable.] Eliminate</p> <p>Justification: Since we have suggested deleting the provision related to “Minimum durability” in Section 4, its definition is not necessary in the draft guidance.</p> <p><b>“Minimum durability”</b> The period (e.g., in hours, days, months, etc.) between the delivery point and the recommended consumption or expiry date, as applicable.</p>	Colombia
<p>We believe that examples should not be used according to good regulatory practices; in the same way, we consider that to lead to a detail as specific as that of hours, could cause more confusion to consumers. We believe that this definition does not clearly state the use of minimum durability, and we continue to support elimination.</p> <p>CCFLHN: We need more specific data on how long a food can be marketed in e-commerce, (this is not the expiration date)</p> <p>CCFLHN: Drafting proposal: The period between the delivery point and the expiration or consumption date of the food, which can be marketed through electronic commerce.</p> <p><del>“Minimum durability” The period (e.g. in hours, days, months, etc.) between the delivery point and the recommended consumption or expiry date, as applicable.</del></p>	Honduras
<p>New Zealand does not consider there is a need for a minimum durability requirement and as such there is no need to define such a term</p> <p><del>“Minimum durability” The period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.</del></p>	New Zealand
<p><del>“Minimum durability” The period (e.g. in hours, days, months etc.) between the point of delivery and the best before or use-by date, as applicable.</del></p>	International Special Dietary Food Industries



GENERAL COMMENTS	MEMBER / OBSERVER
<b>Product information e-page</b>	
<p>For consistency with the e-commerce definition, we suggest editing to the following:</p> <p>“Product information e-page” The virtual space on any consumer-facing transactional digital platform, which is intended to make information available to facilitate an informed e-commerce transaction.</p>	Australia
<p>“Food information” is a defined term, adds precision and context. Note that digital shelf is another common term for this description</p> <p>“<b>Product information e-page</b>” The virtual space on any consumer-facing transactional digital platform, which is intended to make <a href="#">food</a> information available to facilitate an informed e-commerce activity.</p>	Canada
<p>New Zealand proposes that “e-commerce activity” is changed to “e-commerce sale” as that is the terminology used for example in the Scope and the term “at the point of e-commerce sale” which is defined in section 2.</p> <p>“<b>Product information e-page</b>” The virtual space on any consumer-facing transactional digital platform, which is intended to make information available to facilitate an informed e-commerce <a href="#">activitysale</a>.</p>	New Zealand
<p>A more common industry term for the concept described in the definition for “product information e-page” is the “digital shelf”, and we suggest this term be used instead. Major vendors that facilitate the provision of product information and/or data analytics to food producers and e-retailers (such as Salsify and Profitero) commonly use this term; hence, it might be more easily understood.</p> <p>“<b>Product information e-page</b>” The virtual space on any consumer-facing transactional digital platform, which is intended to make information available to facilitate an informed e-commerce activity.</p>	Food Industry Asia
<p>We believe further attention is needed to the terms currently associated with following definitions in Section 2 – “Definition of Terms” for “product information e-page”. A more common industry term for the concept described in the definition for “product information e-page” is the “digital shelf”, and we suggest this term be used instead. Major vendors that facilitate the provision of product information and/or data analytics to food producers and e-retailers (such as Salsify and Profitero) commonly use this term; hence, it might be more easily understood.</p> <p>“<b>Product information e-page</b>” The virtual space on any consumer-facing transactional digital platform, which is intended to make information available to facilitate an informed e-commerce activity.</p>	ICGMA
<p>Another industry term for the concept described in the definition for “product information e-page” is the “digital shelf”, and we suggest this term be used instead as it is more common. Major vendors that facilitate the provision of product information and/or data analytics to food producers and e-retailers commonly use this term, so it might be more easily understood.</p> <p>“<b>Product information e-page</b>” The virtual space on any consumer-facing transactional digital platform, which is intended to make information available to facilitate an informed e-commerce activity.</p>	ICBA
<b>3. GENERAL PRINCIPLES</b>	
<p>The EUMS consider that for clarity purpose instead of cross-referring to section 3 of the GSLPF (CXS 1-1985), the content of that section should be repeated in this draft guidance.</p> <p>As indicated in respect of section 1 ‘scope’, the EUMS consider that the section 3 ‘general principles’ should refer to the general principles applicable at the point of e-commerce and not at the point of delivery. The fact that the guidance does not apply to food information requirements at the point of delivery should be stated under section 1 ‘scope’.</p> <p>For these reasons, the EUMS would like to propose the following changes to section 3:</p>	European Union



GENERAL COMMENTS	MEMBER / OBSERVER
As to the second paragraph of section 3, the part ‘, unless specified otherwise within this text’ is not necessary as the guideline provides the information to be provided on e-commerce and this sentence is about the physical label on products consumers actually receive.(Provision in this guideline cannot create exemption in GSLPF)	Japan
The Philippines supports the General Principles.	Philippines
Brazil suggests replacing the word “delivery” by “e-commerce sale”. We understand that the information required in the GSLPF and any other Codex texts shall be met at the point of e-commerce sale, unless specified otherwise.  All food information requirements within the GSLPF and any other Codex texts shall be met at the point of <del>delivery</del> <u>e-commerce sale</u> through the information provided on the product label, unless specified otherwise within this text.	Brazil
Rationale: To provide context and improve clarity (Editorial). Note: the same comment could be considered for section 6.  <del>As The same general principles as</del> indicated in section 3 of the GSLPF (CXS <del>1-1985</del> ) <u>1-1985</u> <u>apply to food information provided on a product information e-page.</u>	Canada
<del>All food 3.1 Food information requirements within the GSLPF and any other Codex texts concerning prepackaged foods shall not be met at the point described or presented in a manner that is false, misleading or deceptive or is likely to create an erroneous impression regarding its character in any respect.[1][1] Examples of delivery through descriptions or presentations to which these General Principles refer to are given in the information provided Codex General Guidelines on the Claims.3.2 Food information concerning prepackaged foods shall not be described or presented by words, pictorial or other devices which refer to or are suggestive either directly or indirectly, of any other product label with which such food might be confused, unless specified otherwise within this text or in such a manner as to lead the purchaser or consumer to suppose that the food is connected with such other product.</del>	European Union
New Zealand believes that the intent of section 3 General Principles is to highlight that the requirements imposed by this text for prepackaged food sold via e-commerce are in addition to those required on the physical label of prepackaged food by the GSLPF. However, the current wording of section 3 does not reflect that. We therefore propose alternative wording.  All food information requirements within the GSLPF and any other Codex texts shall be met at the point of delivery through the information provided on the product label, <del>unless specified otherwise within this text.</del> <u>This text specifies the information that is required on the product information e-page when prepackaged food is sold via e-commerce.</u>	New Zealand
Rationale: If the intent is to remind that existing food labelling requirements still apply to the food that will be delivered, Canada suggests adding the term “labelling” for precision and clarity.  All food <u>labelling</u> information requirements within the GSLPF and any other Codex texts shall be met at the point of delivery through the information provided on the product label, unless specified otherwise within this text.	Canada
<b>4. Information requirements for pre-packaged foods sold through e-commerce</b>	
For consistency of language, we suggest editing to the following:  4. Food information to be provided for pre-packaged foods sold via e-commerce	Australia
The EUMS do not agree with the possibility of not providing accurate information on product information at the point of sale. The information provided at the point of sale shall be accurate and it shall not be possible to provide alternative information. The FBOs shall provide information that corresponds exactly to the information provided on the physical label (exact list of ingredients for example).	European Union

GENERAL COMMENTS	MEMBER / OBSERVER
<p>The EUMS consider that the exemption for small units (laid down in section 6 of the GSLPF (CXS 1-1985) only applies to information at the point of delivery given the limited space. The information at the point of e-commerce sale allows for full information as it is not affected by the size of the unit. Therefore, section 4 should clearly provide that such exemption does not apply and that the information should be provided independently of the size of the food product.</p> <p>The EUMS consider that it is sufficient to refer to “product information e-page”, which is defined in the guidance and that the guidance shall not to refer to “other primary consumer-facing virtual depiction of pre-packaged foods presented for sale through e-commerce prior to the point of e-commerce sale”.</p>	
<p>The product label should give same information as would be provided by traditional label including accurate information on ingredients so as the consumer make informed choice at point of purchase NOT upon delivery. This is because, based on the definition of ‘e-commerce’ as provided, the platform only provides an alternative way of sale as opposed to traditional sale methods. As a result, a true description of the nature of the product as required in CXS 1 should be provided at the point of sale.</p>	Kenya
<p><del>Information requirements for pre-packaged foods sold through e-commerce</del></p>	International Special Dietary Food Industries
<p><b>1<sup>st</sup> para</b>  Information specified in sections 4 and 5 of the GSLPF (CXS 1-1985) shall, whenever possible, appear on the product information e-page or other primary consumer-facing virtual depiction of pre-packaged foods presented for sale through e-commerce prior to the point of e-commerce sale, except to the extent otherwise expressly provided in an individual Codex standard and as noted in Section 5 (“Exemptions from Food Information requirements”) of this guidance.</p>	
<p>As per our previous comments, Australia supports the alternative text for section 4 &amp; 5 and suggest deleting this paragraph.</p>	Australia
<p>Brazil suggests deleting the words “whenever possible”. These words were not used in the text presented in Appendix II of CL 2020/58/OCS-FL and the rationale for their inclusion was not made clear in CX/FL 21/46/7. Brazil understands that these words create confusion and uncertain around the requirement to present information specified in sections 4 and 5 of the GSLPF prior to the point of e-commerce sale.</p> <p>Information specified in sections 4 and 5 of the GSLPF (CXS 1-1985) shall, <del>whenever possible</del>, appear on the product information e-page or other primary consumer-facing virtual depiction of pre-packaged foods presented for sale through e-commerce prior to the point of e-commerce sale, except to the extent otherwise expressly provided in an individual Codex standard and as noted in Section 5 (“Exemptions from Food Information requirements”) of this guidance.</p>	Brazil
<p>Rationale: “whenever possible” renders “shall” ambiguous and appearing optional (Substantive)</p> <p>Information specified in sections 4 and 5 of the GSLPF (CXS 1-1985) shall, <del>whenever possible</del>, appear on the product information e-page or other primary consumer-facing virtual depiction of pre-packaged foods presented for sale through e-commerce prior to the point of e-commerce sale, except to the extent otherwise expressly provided in an individual Codex standard and as noted in Section 5 (“Exemptions from Food Information requirements”) of this guidance.</p>	Canada
<p>The information specified in sections 4 and 5 of the General Standard for the Labelling of Prepackaged Foods (CXS 1-1985) will appear, whenever possible, on the product information electronic page or in another primary virtual representation facing the consumer of prepackaged foods submitted for sale through e-commerce prior to the e-commerce point of sale, except to the extent expressly provided otherwise in an individual Codex standard and as indicated in Section 5 (“Food Information Requirements Exemptions”) of this guidance.</p>	Chile

GENERAL COMMENTS	MEMBER / OBSERVER
Chile proposes to delete this sentence, as paragraph 2 or the paragraph in square brackets make it clear when it is not possible to provide accurate information on the product information page.	
Information specified in sections 4 and 5 of the GSLPF (CXS 1-1985) <del>shall, whenever possible, shall</del> appear on the product information e-page <del>or other primary consumer facing virtual depiction of pre-packaged foods presented for sale through e-commerce prior to the point of e-commerce sale,</del> except to the extent otherwise expressly provided in an individual Codex standard and as noted in Section 5 (“Exemptions from Food Information requirements”) of this guidance.	European Union
New Zealand support the proposed alternative wording	New Zealand
<p>Regarding "shall whenever possible"</p> <p>ICA is supportive of the terminology “whenever possible”.</p> <p>For items purchased in an ecommerce setting, while consumers should have access to this information at point of sale, manufacturers should have the ability to continue to provide this information by means outside of the Product Information Page to help maintain business continuity. It could be provided by any means other than the label – such as through a ‘consumer careline’ or by using smart technology. For example, a manufacturer of small candies could provide information via a telephone number and list this telephone number of the website instead of directly listing directly on the Product Information Page. This will help align this text to current exemptions under the GSLP.</p>	International Confectionery Association
For items purchased in ecommerce, while it would be important that consumers have an access to this information at the point of sale, manufacturers should have the flexibility to continue to provide information by other means than on the “Product Information Page” to help maintain business continuity. Such information could be provided by any other means than on the label – such as through a ‘consumer careline’ or by using smart technology. For example, a manufacturer of chewing gum could provide information via a telephone number and list this telephone number on the website instead of directly listing it on the Product Information Page. This would help align this text to current exemptions under the Codex GSLP.	ICGA
<del>Information specified in sections 4 and 5 of the GSLPF (CXS 1-1985) shall, whenever possible, appear on the product information e-page or other primary consumer facing virtual depiction of pre-packaged foods presented for sale through e-commerce prior to the point of e-commerce sale, except to the extent otherwise expressly provided in an individual Codex standard and as noted in Section 5 (“Exemptions from Food Information requirements”) of this guidance.</del>	International Special Dietary Food Industries
<p><b>Para. 2</b></p> <p>In some circumstances it may not be possible to provide accurate information on the product information page at the point of sale regarding the above requirements. This includes cases where ingredients may alter slightly from those provided on the product information page owing to ongoing recipe adjustments. In such cases a warning should be given to consumers to check the label of products once they have been delivered to obtain accurate food information.</p>	
<p>As per our previous comments, Australia supports the alternative text for section 4 &amp; 5 and suggest deleting this paragraph.</p> <p>In some circumstances it may not be possible to provide accurate information on the product information page at the point of sale regarding the above requirements. This includes cases where ingredients may alter slightly from those provided on the product information page owing to ongoing recipe adjustments. In such cases a warning should be given to consumers to check the label of products once they have been delivered to obtain accurate food information.</p>	Australia
Brazil suggests deleting this provision. This provision would allow foods to be described or presented in a manner that is false, misleading or deceptive or is likely to create an erroneous impression regarding its composition and safety, violating the General Principles for the labelling of prepackaged foods as state in section 3 of the GSLPF.	Brazil

GENERAL COMMENTS	MEMBER / OBSERVER
<p><del>In some circumstances it may not be possible to provide accurate information on the product information page at the point of sale regarding the above requirements. This includes cases where ingredients may alter slightly from those provided on the product information page owing to ongoing recipe adjustments. In such cases a warning should be given to consumers to check the label of products once they have been delivered to obtain accurate food information.</del></p>	
<p>Rationale: As stated in the general comments, Canada supports the use of the bracketed text to address substitutions as opposed to the non-bracketed text.</p> <p><del>In some circumstances it may not be possible to provide accurate information on the product information page at the point of sale regarding the above requirements. This includes cases where ingredients may alter slightly from those provided on the product information page owing to ongoing recipe adjustments. In such cases a warning should be given to consumers to check the label of products once they have been delivered to obtain accurate food information.</del></p>	Canada
<p><del>In some circumstances, it may not be possible to provide accurate information on the product information page at the point of sale with respect to the above requirements. This includes cases where ingredients may be slightly altered compared to those provided on the product information page due to ongoing adjustments to recipes. In such cases, consumers must be advised to check the label of the products once they have been delivered to obtain for accurate food information.</del></p> <p>Chile proposes to delete this paragraph and replace it with the paragraph in square brackets, as it is clearer and more understandable.</p>	Chile
<p><del>In some circumstances it may not be possible to provide accurate information on the product information page at the point of sale regarding the above requirements. This includes cases where ingredients may alter slightly from those provided on the product information page owing to ongoing recipe adjustments. In such cases a warning should be given to consumers to check the label of products once they have been delivered to obtain accurate food information.</del></p>	European Union
<p>Indonesia proposes to delete some texts in Para 2, as follows:</p> <p>In some circumstances it may not be possible to provide accurate information on the product information page at the point of sale regarding the above requirements. <del>This includes cases where ingredients may alter slightly from those provided on the product information page owing to ongoing recipe adjustments.</del> In such cases a warning should be given to consumers to check the label of products once they have been delivered to obtain accurate food information.</p>	Indonesia
<p><del>In some circumstances it may not be possible to provide accurate information on the product information page at the point of sale regarding the above requirements. This includes cases where ingredients may alter slightly from those provided on the product information page owing to ongoing recipe adjustments. In such cases a warning should be given to consumers to check the label of products once they have been delivered to obtain accurate food information.</del></p>	New Zealand
<p>In some circumstances it may not be possible to provide accurate information on the product information <a href="#">page e-page</a> at the point of sale regarding the above requirements. This includes cases where ingredients may alter slightly from those provided on the product information page owing to ongoing recipe adjustments. In such cases a warning should be given to consumers to check the label of products once they have been delivered to obtain accurate food information.</p>	Thailand
<p>We suggest to change to Product information e-page to align with the term under definition.</p> <p>We also wish to clarify if the information is to be provided on the product information e-page “at the point of sale” or “prior to the point of sale” as it is noted that in the first paragraph in section 4 uses “prior to the point of e-commerce sale”. We support the consistent use of terms in this draft guidance and our specific comments on the definition of “at the point of e-commerce sale” is provided under section 2.</p>	Food Industry Asia

GENERAL COMMENTS	MEMBER / OBSERVER
<p>In some circumstances it may not be possible to provide accurate information on the product information <del>page</del> <del>e-page</del> at the point of sale regarding the above requirements. This includes cases where ingredients may alter slightly from those provided on the product information <del>page</del> <del>e-page</del> owing to ongoing recipe adjustments. In such cases a warning should be given to consumers to check the label of products once they have been delivered to obtain accurate food information.</p>	
<p><del>In some circumstances it may not be possible to provide accurate information on the product information page at the point of sale regarding the above requirements. This includes cases where ingredients may alter slightly from those provided on the product information page owing to ongoing recipe adjustments. In such cases a warning should be given to consumers to check the label of products once they have been delivered to obtain accurate food information.</del></p>	<p><b>International Special Dietary Food Industries</b></p>
<p><b>Para 3</b></p> <p><i>[If the composition of the pre-packaged food offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient which performs a similar function, the statement of ingredients on the digital product information sheet may list both ingredients in a way which makes it clear that alternative or substitute ingredients are being declared.] [</i></p>	
<p>As per our previous comments, Australia supports the alternative text for section 4 &amp; 5 and suggest deleting this paragraph.</p>	<p><b>Australia</b></p>
<p>Brazil understands that this provision requires further discussions. It is necessary clarification in relation to what is meant by “minor variations” and “similar function”. We feel that this provision could allow foods to be described or presented in a manner that is false, misleading or deceptive or is likely to create an erroneous impression regarding its composition and safety, violating the General Principles for the labelling of prepackaged foods as state in section 3 of the GSLPF.</p> <p><i>[If the composition of the pre-packaged food offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient which performs a similar function, the statement of ingredients on the digital product information sheet may list both ingredients in a way which makes it clear that alternative or substitute ingredients are being declared.]</i></p>	<p><b>Brazil</b></p>
<p><del>##</del> <i>[If the composition of the pre-packaged food offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient which performs a similar function, the statement of ingredients on the digital product information sheet may list both ingredients in a way which makes it clear that alternative or substitute ingredients are being declared.]</i></p>	<p><b>Canada</b></p>
<p>[If the composition of prepackaged foods offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient performing a similar function, the ingredient statement on the digital product information sheet may list <del>both</del> <b>the</b> ingredients in such a way as to make it clear that alternative or substitute ingredients are being declared.]</p> <p><u>It is recommended</u> that all prepackaged foods offered for sale to consumers have a minimum durability, an indication of which should be displayed on the product information e-page. It should be clear whether this is a guaranteed period or an expected or average period.</p>	<p><b>Chile</b></p>
<p>Indonesia proposes that the term “minor variations” in the bracketed texts should be further clarified.</p>	<p><b>Indonesia</b></p>
<p>"In some circumstances, it <del>may</del> <b>will</b> not be possible to provide accurate information [on the information page] of the product [on the page] [on] [of] [the] point of sale with respect to the above requirements. This includes cases where ingredients may be slightly altered compared to those provided on the product information page due to ongoing adjustments to recipes. In such cases, consumers must be advised [to] check the label of the products once [they] have been delivered to obtain for accurate food information."</p>	<p><b>Mexico</b></p>

GENERAL COMMENTS	MEMBER / OBSERVER
<del><i>[If the composition of the pre-packaged food offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient which performs a similar function, the statement of ingredients on the digital product information sheet may list both ingredients in a way which makes it clear that alternative or substitute ingredients are being declared.]</i></del>	New Zealand
"In some circumstances, it <b>may will</b> -not be possible to provide accurate information [on the information page] of the product [on the page] [on] [of] [the] point of sale with respect to the above requirements. This includes cases where ingredients may be slightly altered compared to those provided on the product information page due to ongoing adjustments to recipes. In such cases, consumers must be advised [to] check the label of the products once [they] have been delivered to obtain for accurate food information."	Peru
<p>We do not support the text in square bracket:</p> <p>[If the composition of the pre-packaged food offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient which performs a similar function, the statement of ingredients on the digital product information sheet may list both ingredients in a way which makes it clear that alternative or substitute ingredients are being declared.]</p> <p>Rationale: To avoid potential confusion, the ingredients declared on the physical label should be the same as the statement of ingredients in the digital product information.</p> <p>There could be a need to clarify this statement to facilitate consumer understanding due to different scenario. This scenario occurs when there is an existing product with existing label declaration and offered for sale thru e-commerce. Without any change being done by the manufacturer, the product information at "at the point of e-commerce sale" will be the same "at the point of delivery". However, any change/s in the product by the manufacturer resulting to change in the label declaration might lead to misaligned product information "at the point of e-commerce sale" and "at the point of delivery" due to the time elements/factors of updating and implementing the change/s. E-commerce of food products may or may not be under the direct control of the manufacturer. Other entities doing e-commerce of pre-packaged food products will not have any prior information and confirmation of product changes done by the product owner.</p> <p>Any pre-packaged foods offered for sale to consumers are encouraged to have a minimum durability period, an indication of which should be displayed on the product information e-page. It should be made clear whether this is a guaranteed period or an expected or average period.</p> <p>We recommend to move the minimum durability clause to Optional Labelling section since this provision is "encouraged" it is deemed suited to be placed under Section 6.</p>	Philippines
<p>In Switzerland's Opinion clear information about changing ingredients should be provided to the consumer before time of purchase. No list of possible options/ingredients should be provided. This information may be relevant for the purchase and cannot be given at the moment of delivery.</p> <p><del><i>[If the composition of the pre-packaged food offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient which performs a similar function, the statement of ingredients on the digital product information sheet may list both ingredients in a way which makes it clear that alternative or substitute ingredients are being declared.]</i></del></p>	Switzerland
<del><i>[If the composition of the pre-packaged food offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient which performs a similar function, the statement of ingredients on the digital product information sheet may list both ingredients in a way which makes it clear that alternative or substitute ingredients are being declared.]</i></del>	International Special Dietary Food Industries
We believe that the requirements are balanced to meet the needs of consumers and industry.	The European Federation of the



GENERAL COMMENTS	MEMBER / OBSERVER
	Associations of Dietitians (EFAD)
<p><b>Para. 4</b>  <i>[A statement shall appear on the digital product information page to the effect that the customer should check the information on the physical label before consumption.]</i></p>	
As per our previous comments, Australia supports the alternative text for section 4 & 5 and suggest deleting this paragraph.	Australia
<p>Brazil could support this provision as an additional measure to guarantee the safety of the product purchased before its consumption. We suggest an editorial amendment to guarantee consistency with the definition of "product information e-page".</p> <p><i>[A statement shall appear on the digital product information page to the effect that the customer should check the information on the physical label before consumption.]</i></p>	Brazil
<p><i>[A statement shall appear on the digital product information page to the effect that the customer should check the information on the physical label before consumption.]</i></p>	Canada
<p><i>[If the composition of prepackaged foods offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient performing a similar function, the ingredient statement on the digital product information sheet may list both ingredients in such a way as to make it clear that alternative or substitute ingredients are being declared.]</i></p>	Honduras
<p><i>[A statement shall appear on the digital product information page to the effect that the customer should check the information on the physical label before consumption.]</i></p>	New Zealand
<p><i>[A statement shall appear on the digital product information page to the effect that the customer should check the information on the physical label before consumption.]</i></p>	Thailand
<p>ICA recommends adding "it is recommended" to the beginning of the sentence and removing the word "shall". Otherwise, ICA is supportive of the bracketed text.</p> <p>["It is recommended" that a statement shall appear on the digital product information page to the effect that the customer should check the information on the physical label before consumption.]</p>	International Confectionery Association
<p><i>[A statement shall appear on the digital product information page to the effect that the customer should check the information on the physical label before consumption.]</i></p>	International Special Dietary Food Industries
<p>We believe that the requirements are balanced to meet the needs of consumers and industry.</p> <p><i>[A statement shall appear on the digital product information page to the effect that the customer should check the information on the physical label before consumption.]</i></p>	The European Federation of the Associations of Dietitians (EFAD)
<p><b>Para. 5</b>  <i>Any pre-packaged foods offered for sale to consumers are encouraged to have a minimum durability period, an indication of which should be displayed on the product information e-page. It should be made clear whether this is a guaranteed period or an expected or average period.</i></p>	
As per our previous comments, Australia supports the alternative text for section 4 & 5 and suggest deleting this paragraph.	Australia

GENERAL COMMENTS	MEMBER / OBSERVER
Any pre-packaged foods offered for sale to consumers are encouraged to have a minimum durability period, an indication of which should be displayed on the product information e-page. It should be made clear whether this is a guaranteed period or an expected or average period.	
<p>We understand that the declaration of the minimum durability period should be mandatory instead of voluntary to be effective and consistent with the General Principles for the labelling of prepackaged state in section 3 of the GSLPF.</p> <p>Any pre-packaged foods offered for sale to consumers <del>are encouraged to</del> <u>shall</u> have a minimum durability period, an indication of which should be displayed on the product information e-page. It should be made clear whether this is a guaranteed period or an expected or average period.</p>	<b>Brazil</b>
<p>If “minimum durability” is defined this sentence likely not needed</p> <p>Any pre-packaged foods offered for sale to consumers are encouraged to have a minimum durability period, an indication of which should be displayed on the product information e-page. <del>It should be made clear whether this is a guaranteed period or an expected or average period.</del></p>	<b>Canada</b>
<p>Rationale: based on comments regarding scope in the general comments section</p> <p>Any pre-packaged foods offered for sale to <del>consumers are encouraged to have a minimum durability period</del> consumers, <u>shall carry</u> an indication of <del>which should be displayed minimum durability</del> on the product information e-page. It should be made clear whether this is a guaranteed period or an expected or average period.</p>	
<p><del>Any pre-packaged foods offered for sale to consumers are encouraged to have a minimum durability period, an indication of which should be displayed on the product information e-page. It should be made clear whether this is a guaranteed period or an expected or average period.</del> <u>The exemptions provided by section 6 of which should be displayed on the product information e-page GSLPF (CXS 1-1985) shall not apply. It should be made clear whether this is a guaranteed period or an expected or average period.</u></p>	<b>European Union</b>
<p>We do not agree with this alternative wording, and we justify in the alternative wording that groups section 4 and 5 with the clarifications and comments made for that section.</p> <p><del><i>[A statement will appear on the digital product information page that the customer must check the information on the physical label before consumption.]</i></del></p>	<b>Honduras</b>
<p><del>Any pre-packaged foods offered for sale to consumers are encouraged to have a minimum durability period, an indication of which should be displayed on the product information e-page. It should be made clear whether this is a guaranteed period or an expected or average period.</del></p>	<b>New Zealand</b>
<p>ISDI takes note of the revised text proposal that is aiming to strike a consensus between the comments received in the latest rounds of consultations.</p> <p>However, ISDI continues to oppose the use of a minimum durability period.</p> <ul style="list-style-type: none"> <li>• While ISDI agrees 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 and if such a requirement is in place it may result in meaningless conservative periods.</li> <li>• 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.</li> <li>• This guidance should not introduce additional requirements that go beyond the GSLPF.</li> </ul>	<b>International Special Dietary Food Industries</b>



GENERAL COMMENTS	MEMBER / OBSERVER
<del>Any pre-packaged foods offered for sale to consumers are encouraged to have a minimum durability period, an indication of which should be displayed on the product information e-page. It should be made clear whether this is a guaranteed period or an expected or average period.</del>	
<p>ICBA does not support inclusion of a requirement for a period of minimum durability in e-commerce labelling.</p> <p>Any pre-packaged foods offered for sale to consumers are encouraged to have a minimum durability period, an indication of which should be displayed on the product information e-page. It should be made clear whether this is a guaranteed period or an expected or average period.</p>	ICBA
<p><b>Para. 6</b>  Food offered for sale through e-commerce should declare the nutritional information prior to the point of e-commerce sale in alignment with section 3 of the <i>Guidelines on Nutrition Labelling</i> (CXG 2-1985), except to the extent otherwise expressly provided in the <i>Guidelines of Nutrition Labelling</i>.</p>	
As per our previous comments, Australia supports the alternative text for section 4 & 5 and suggest deleting this paragraph.	Australia
<del>Food offered for sale through e-commerce should declare the nutritional information prior to the point of e-commerce sale in alignment with section 3 of the <i>Guidelines on Nutrition Labelling</i> (CXG 2-1985), except to the extent otherwise expressly provided in the <i>Guidelines of Nutrition Labelling</i>.</del>	New Zealand
It is recommended that all prepackaged foods offered for sale to consumers have a <del>minimum durability</del> <b>minimum duration</b> period, an indication of which should be displayed on the product information e-page. It should be clear whether this is a guaranteed period or an expected or average period.	Peru
<del>Food offered for sale through e-commerce should declare the nutritional information prior to the point of e-commerce sale in alignment with section 3 of the <i>Guidelines on Nutrition Labelling</i> (CXG 2-1985), except to the extent otherwise expressly provided in the <i>Guidelines of Nutrition Labelling</i>.</del>	International Special Dietary Food Industries
<p><b>5. Exemptions from food information requirements at the point of sale for pre-packaged foods sold through e-commerce</b></p>	
As per our previous comments, Australia supports the alternative text for section 4 & 5 and suggest deleting this point.	Australia
The EUMS agree on the proposal to merge the wording of sections 4 and 5, however the previous comments in relation to section 4 should be included to. In addition, the paragraph concerning nutritional information should be kept in section 4. In light of previous comments the EUMS would like to propose the following changes on the alternative wording of section 4 and 5:	European Union
There should be no exception of the date markings and lot marking as proposed. In some cases, e-commerce may happen across countries i.e. between countries and these marking are very important elements of inspection and clearance during importation. Lot marking is very critical for traceability in the event of consumer complaint or even a food safety related concern.	Kenya
<p><del><b>Exemptions from food information requirements at the point of sale for pre-packaged foods sold through e-commerce</b></del></p>	
The Philippines recommends the inclusion of date marking in the food information requirements at the point sale.  We support section 5.2.	Philippines
We wish to clarify if the information is to be provided on the product information e-page “at the point of sale” or “prior to the point of sale” as it is noted that in the first paragraph in section 4 uses “prior to the point of e-commerce sale”. We support the consistent use of terms in this draft guidance and our specific comments on the definition of “at the point of e-commerce sale” is provided under section 2.	Food Industry Asia

GENERAL COMMENTS	MEMBER / OBSERVER
<del>Exemptions from food information requirements at the point of sale for pre-packaged foods sold through e-commerce</del>	International Special Dietary Food Industries
The following information is exempt from the information requirements for pre-packaged foods when products are presented for sale through e-commerce:	
As per our previous comments, Australia supports the alternative text for section 4 & 5 and suggest deleting this text.	Australia
We disagree with this section 5, see comments for section 4 and 5 grouped. <del>Exemptions from food information requirements at the point of sale for prepackaged food sold through e-commerce</del>	Honduras
<del>The following information is exempt from the information requirements for pre-packaged foods when products are presented for sale through e-commerce:</del>	New Zealand
<del>The following information is exempt from the information requirements for pre-packaged foods when products are presented for sale through e-commerce:</del>	International Special Dietary Food Industries
5.1 Date marking	
<del>5.1 Date marking</del>	New Zealand
5.1 <del>Stamp-Date</del> marking	Peru
5.1 <del>Date</del> marking	International Special Dietary Food Industries
As indicated in section 4.7.1 of the GSLPF (CXS 1-1985). However, an indication of a minimum durability applicable from the point of delivery is encouraged to be displayed.	
As per our previous comments, Australia supports the alternative text for section 4 & 5 and suggest deleting this text.	Australia
We understand that the declaration of the minimum durability period should be mandatory instead of voluntary to be effective and consistent with the General Principles for the labelling of prepackaged state in section 3 of the GSLPF As indicated in section 4.7.1 of the GSLPF (CXS 1-1985). However, an indication of a minimum durability applicable from the point of <del>delivery is encouraged to delivery shall</del> be displayed.	Brazil
The GSLPP clearly indicates how to date the products listed 4.7.1. (vii), which mentions that the date of manufacture or packaging must be indicated  The GSLPF, does not specify that for the identification of the Lot, there is a differentiation as for the case of Date Marking indicated in section 4.7.1 of the GSLPF Date Marking and the storage instructions  4.7.1 If not otherwise determined in an individual Codex standard, the following date marking shall apply unless clause 4.7.1(vii) applies:  As indicated in Section 4.7.1 of the GSLPF (CXS 1-1985). However, it is recommended to show an indication of a minimum <del>durability</del> <u>duration</u> applicable from the point of delivery.	Honduras

GENERAL COMMENTS	MEMBER / OBSERVER
As indicated in section 4.7.1 of the GSLPF (CXS 1-1985). However, an indication of a minimum durability applicable from the point of delivery is encouraged to be displayed.	New Zealand
As indicated in Section 4.7.1 of the GSLPF (CXS 1-1985). However, it is recommended to show an indication of a minimum <u>durability</u> applicable from the point of delivery.	Peru
As indicated in section 4.7.1 of the GSLPF (CXS 1-1985). However, an indication of a minimum durability applicable from the point of delivery is encouraged to be displayed.	International Special Dietary Food Industries
5.2 Lot identification	
5.2 Lot identification	New Zealand
5.2 Lot identification	International Special Dietary Food Industries
As indicated in section 4.6 of the GSLPF (CXS 1-1985).	
As per our previous comments, Australia supports the alternative text for section 4 & 5 and suggest deleting this text.	Australia
<del>As indicated in section 4.6 of the GSLPF (CXS 1-1985).</del>	New Zealand
<del>As indicated in section 4.6 of the GSLPF (CXS 1-1985).</del>	International Special Dietary Food Industries
<b>Proposed alternative wording of section 4 &amp; 5</b>	
Regarding the alternative wording of sections 4 and 5: [Substantive and Editorial] As mentioned previously, Canada prefers the proposed alternative wording. However Canada suggests the amendments below to address aspects relating to nutrition information and minimum durability:	Canada
[If the composition of prepackaged foods offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient performing a similar function, the ingredient statement on the digital product information sheet may list <del>both</del> <u>the</u> ingredients in such a way as to make it clear that alternative or substitute ingredients are being declared.] <u>Se deberá declarar expresamente si los ingredientes alternativos o sustitutivos corresponde a alérgenos alimentarios definidos en cada país.</u>  Chile proposes the incorporation of this text to make it clear that on the product information page, the nutritional information of the food must be declared.	Chile
<u>4.4 Food offered for sale via electronic commerce must declare the nutritional information prior to the electronic commerce point of sale in accordance with section 3 of the Nutrition Labeling Guidelines (CXG 2-1985), except to the extent that the contrary is expressly indicated in the Guidelines on Nutrition Labeling.]</u>	

GENERAL COMMENTS	MEMBER / OBSERVER
Chile proposes the incorporation of this text to make it clear that on the product information page, the nutritional information of the food must be declared.	
ICGMA believes that the alternative wording is more concise and better organized compared to the current guidance. At the same time, we would like to suggest minor edits to further clarify and strengthen the text prior to advancing it to the CAC at step 5.	<b>ICGMA</b>
ISDI prefers to use the wording in the proposed alternative wording of sections 4 & 5 and delete wording in former sections 4 & 5.	<b>International Special Dietary Food Industries</b>
We are also happy with this new wording joining bouth sections.	<b>The European Federation of the Associations of Dietitians (EFAD)</b>
ICBA believes that the alternative wording is more succinctly stated and well-organized, and for these reasons it could be more effective than the current guidance. The main change we would suggest to the alternative text is to specify to which sections of the GSLPF “4.6” and “4.7.1” refer, as indicated below:	<b>ICBA</b>
<b>[4.1</b>	
For clarity and consistency of language, we suggest editing to the following:  4.1 Any information required to be provided on the label of a pre-packaged food or in associated labelling, shall be provided on the product information e-page of the pre-packaged food when offered for sale via e-commerce, except to the extent otherwise expressly provided in an individual Codex standard. This information includes the following:	<b>Australia</b>
Rationale: to align with defined term  4.1 Any information required to be provided on the label of a pre-packaged food or in associated labelling, shall <u>also</u> be provided on the <u>digital</u> product information <u>page e-page</u> of the pre-packaged food when offered for sale via e-commerce, except to the extent otherwise expressly provided in an individual Codex standard. This includes the following information:	<b>Canada</b>
Egypt recommends the proposed alternative wording of sections 4 & 5 (Appendix II, ‘Proposed alternative wording of section 4 & 5) and consider the proposed alternative wording contains information which could be included to make the current guidance more effective.	<b>Egypt</b>
Indonesia agrees with this proposed alternative wording, and proposes that the term “minor variations” in the point 4.2 should be further clarified.	<b>Indonesia</b>
The other issue with the text of 4.1 in the proposed alternative wording is that the concept of minimum durability period, which is provided in section 4 and 5, is not provided. This concept was developed through the past discussions in eWGs and CL process, with a viewpoint to encourage the food business operators to provide appropriate information to consumers instead of allowing them not to provide date marking information. The provision well takes the balance between the needs of consumers and feasibility of industry. Japan opposes the deletion of the provision regarding the minimum durability period.	<b>Japan</b>
While the text of 4.1 in the proposed alternative wording provides that all mandatory information on pre-packaged food shall appear on product information e-page, Japan does not think that it's feasible to require all the food business operators to implement this, taking into account that information such as ingredients may change as products are renewed. Thus, Japan considers that the first paragraph in the	

GENERAL COMMENTS	MEMBER / OBSERVER
draft text ('Information specified in sections 4 and 5 of the GSLPF (CXS 1-1985) shall, whenever possible, appear on the product information e-page') would be more appropriate.	
[4.1 Any information required to be provided on the label of a pre-packaged food or in associated labelling, shall be provided on the <a href="#">digital product information page e-page</a> of the pre-packaged food when offered for sale via e-commerce, except to the extent otherwise expressly provided in an individual Codex standard. This includes the following information:	<b>Thailand</b>
<del>[4.1 Any information required to be provided on the label of a pre-packaged food or in associated labelling, shall be provided on the digital product information page of the pre-packaged food when offered for sale via e-commerce, except to the extent otherwise expressly provided in an individual Codex standard. This includes the following information:</del>	<b>International Special Dietary Food Industries</b>
<ul style="list-style-type: none"> <li>Information indicated in section 4 and section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 and 4.7.1</li> </ul>	
[4.1 Any information that is required to be provided on the label of a prepackaged food, or on the associated labelling, shall be provided on the digital product information page of the prepackaged food when it is offered for sale via electronic commerce, except to the extent expressly provided otherwise in an individual Codex standard. This includes the following information: Any information that needs to be provided on the label of a prepackaged food, or on the associated labelling, shall be provided on the digital product information page of the prepackaged food when it is offered for sale through electronic commerce, except to the extent expressly provided otherwise in an individual Codex standard. This includes the following information:	<b>Argentina</b>
For clarity, we suggest editing to the following: <ul style="list-style-type: none"> <li>Information indicated in section 4 and section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 (lot identification) and 4.7.1 (date marking)</li> </ul>	<b>Australia</b>
Rationale: For consistency with other version of Sections 4 and 5 Information indicated in section 4 and section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 and 4.7.1 <a href="#">· Nutrition information, in accordance with the Guidelines on Nutrition Labelling (CXG 2-1985)</a>	<b>Canada</b>
Rationale: To address points in general comments section and consistency with other version of sections 4 and 5 Information indicated in section 4 and section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 and 4.7.1 <a href="#">· An indication of the period of minimum durability</a>	
For clarity Information indicated in section 4 and section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 <a href="#">(lot identification)</a> and <a href="#">4.7.41 (date marking)</a>	
This the first time this term has been used in this document and has no reference to another Codex text in relation to the labeling issue, and we suggest therefore clarifying it or deleting it. [4.1 Any information that is required to be provided on the label of a prepackaged food, <a href="#">or on the associated labelling</a> , shall be provided on the digital product information page of the prepackaged food when it is offered for sale via electronic commerce, except to the extent expressly provided otherwise in an individual Codex standard. This includes the following information	<b>Honduras</b>
Specify to which sections of the GSLPF “4.6” and “4.7.1” refer, as indicated here.	<b>ICGMA</b>

GENERAL COMMENTS	MEMBER / OBSERVER
Information indicated in section 4 and section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 ( <a href="#">lot identification</a> ) and 4.7.41 ( <a href="#">date marking</a> ), which are exempt from information requirements for pre-packaged foods when presented for sale through e-commerce.	
Information indicated in section 4 and section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 ( <a href="#">lot identification</a> ) and 4.7.41 ( <a href="#">date marking</a> ), which are exempt from information requirements for pre-packaged foods when presented for sale through e-commerce.	ICBA
<ul style="list-style-type: none"> <li>Information indicated in Section 4 and Section 5 of the GSLPF (CXS 1-1985) except information required by 4.6 (lot identification) and 4.7.1 (date marking), which are exempt from information requirements for pre-packaged foods when presented for sale through e-commerce.</li> </ul>	ICBA
<ul style="list-style-type: none"> <li>Mandatory information required by any other relevant Codex text</li> </ul>	
<p>For clarity, we suggest editing to the following:</p> <p>Mandatory labelling information required by any other relevant Codex text.</p> <p>Australia also proposes to include an additional dot point here to capture nutrition and health claims when used on the product information e-page, as follows:</p> <ul style="list-style-type: none"> <li>Information consistent with the Guidelines for the use of Nutrition and Health Claims (CAC/GL 23-1997), where appropriate.</li> </ul>	Australia
<p>Rationale: Clarity</p> <p>Mandatory <a href="#">labelling</a> information required by any other relevant Codex text</p>	Canada
Mandatory information required by any other relevant Codex text <a href="#">The exemptions provided by section 6 of the GSLPF (CXS 1-1985) shall not apply.</a>	European Union
Mandatory <a href="#">labelling</a> information required by any other relevant Codex text	ICGMA
<p>We suggest adding the word "labelling"</p> <p>Mandatory <a href="#">labelling</a> information required by any other relevant Codex text</p>	ICBA
4.2	
<p>In circumstances when it is not possible to provide accurate information on the digital information page about the product at the point of sale with respect to the above requirements. This includes cases where ingredients may be slightly altered compared to those provided on the product information page due to ongoing adjustments for recipes. In such cases, consumers should be advised to check the label of the products once they have been delivered for accurate food information.</p> <p>4.2 If the composition of prepackaged foods offered for sale via e-commerce is subject to minor variations by the substitution of an ingredient performing a similar function, the ingredient declaration on the digital product information <a href="#">card page</a> may list both ingredients in such a way as to make it clear that alternative or substitute ingredients are being declared.</p>	Argentina
For clarity and consistency of language, we suggest editing to the following:	Australia

GENERAL COMMENTS	MEMBER / OBSERVER
4.2 If the composition of the pre-packaged food offered for sale via e-commerce is subject to minor variations by the substitution of an ingredient which performs a similar function, the statement of ingredients on the product information e-page may list both ingredients in a way which makes it clear that alternative or substitute ingredients are being declared.	
<p>Rationale: to align with defined term</p> <p>4.2 If the composition of the pre-packaged food offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient which performs a similar function, the statement of ingredients on the <del>digital</del> product information <u>sheet e-page</u> may list both ingredients in a way which makes it clear that alternative or substitute ingredients are being declared.</p>	Canada
<del>4.2 If the composition of the pre-packaged food offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient which performs a similar function, the statement of ingredients on the digital product information sheet may list both ingredients in a way which makes it clear that alternative or substitute ingredients are being declared.</del>	European Union
<p>We consider that this section 4.2 should be eliminated, since this can generate over-regulation and in turn leaves a gap in the trade of products that are not authorized by the authorities of each country for marketing, since it would be an unauthorized substitution for prepackaged products, thus compromising the safety of food and human health.</p> <p><del>4.2 If the composition of prepackaged foods offered for sale via e-commerce is subject to minor variations by the substitution of an ingredient performing a similar function, the ingredient declaration in the digital product information sheet may list both ingredients in such a way as to make it clear that alternative or substitute ingredients are being declared.</del></p>	Honduras
<p>As to the text of 4.2 in the proposed alternative wording, the provision does not take into account feasibility of business operators while not only manufactures but also retailers and platformers are engaged in food selling in EC. Thus, Japan does not think that it is not appropriate as provision in this guideline.</p> <p>4.2 If the composition of the pre-packaged food offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient which performs a similar function, the statement of ingredients on the digital product information sheet may list both ingredients in a way which makes it clear that alternative or substitute ingredients are being declared.</p>	Japan
<p>New Zealand supports the term 'e-page'</p> <p>4.2 If the composition of the pre-packaged food offered for sale through e-commerce is subject to minor variations by the substitution of an ingredient which performs a similar function, the statement of ingredients on the <del>digital</del> product information <u>sheet e-page</u> may list both ingredients in a way which makes it clear that alternative or substitute ingredients are being declared.</p>	New Zealand
it is not clear to what situations the above paragraph may refer. Either some examples could be provided in a note or explanations provided in the report of CCFL46. The term ingredient "substitutions" is not specific to E-commerce. ICGA would appreciate some clarification as to whether this paragraph 4.2 is truly relevant and specific to the context of the present guidelines (i.e., e-commerce) or aims at addressing any sort of broader issue(s). In such case, those issue(s) should be more openly discussed, based on a dedicated project document for new work, in the context of a possible revision of GSLPF or related texts.	ICGA
4.3	
4.3 On the digital page of product information, a statement <del>will appear</del> <u>should appear</u> indicating that the customer must check verify the information that appears on the physical label before consumption.]	Argentina
For clarity and consistency of language, we suggest editing to the following:	Australia



GENERAL COMMENTS	MEMBER / OBSERVER
4.3 A statement shall appear on the product information e-page to the effect that the customer should check the information on the physical label before consumption.	
Rationale: to align with defined term 4.3 A statement shall appear on the <del>digital</del> product information <u>page-e-page</u> to the effect that the customer should check the information on the physical label before consumption.}]	Canada
<del>4.3 A statement shall appear on</del> <u>Food offered for sale through e-commerce should declare the digital product nutritional information page prior to the effect that point of e-commerce sale in alignment with section 3 of the customer should check the information Guidelines on Nutrition Labelling (CXG 2-1985), except to the physical label before consumption extent otherwise expressly provided in the Guidelines of Nutrition Labelling.</u> }]	European Union
As to the text of 4.3 in the proposed alternative wording, Japan thinks that the provision is meaningful to call consumers' attention to check physical label before consumption. While the precise wording may need to be adjusted, this provision would be more appropriate than the last sentence in the second paragraph of section 4 in the draft text, as the stipulation is more generic.	Japan
New Zealand supports the term 'e-page' 4.3 A statement shall appear on the <del>digital</del> product information <u>page-e-page</u> to the effect that the customer should check the information on the physical label before consumption.}]	New Zealand
4.3 A statement shall appear on the <del>digital</del> product information <u>page-e-page</u> to the effect that the customer should check the information on the physical label before consumption.}]	Thailand
ICA recommends the following amendments below: 4.3 "It is recommended" that a statement shall [REMOVE SHALL] appear on the digital product information page to the effect that the customer should check the information on the physical label before consumption.}]	International Confectionery Association
Minor adjustments to 4.3 suggested. 4.3 <del>A-It is recommended that a</del> statement <del>shall</del> appear on the digital product information page to the effect that the customer should check the information on the physical label before consumption.}]	ICGMA
4.3 A statement shall appear on the digital product information page to the effect that the customer should check the information on the physical label before consumption.}]	International Special Dietary Food Industries
<b>6. Optional food information requirements at the point of e-commerce sale</b>	
For consistency of language, we suggest editing to the following: 6. Optional food information for pre-packaged foods sold via e-commerce	Australia
New Zealand is of the view that optional information cannot be called a 'requirement' as it is optional by nature. <b>Optional food information <del>requirements</del> at the point of e-commerce sale</b>	New Zealand
For consistency, we recommend that date of minimum durability clause be moved from Section 4 to Section 6.	Philippines



GENERAL COMMENTS	MEMBER / OBSERVER
<b>7. Presentation of mandatory information</b>	
For consistency of language, we suggest editing to the following: 7. Presentation of food information	Australia
The EUMS consider that it is important to ensure appropriate information regarding allergens. The EUMS would like to propose the following changes to section 7:	European Union
The title of section 7 ('Presentation of mandatory information') should be changed to 'Presentation of required information in accordance with the title of section 4 ('Information requirements for pre-packaged foods sold through e-commerce')	Japan
We'd like to comment on Section 7 that the presentation guidelines should not be too restrictive in consideration of the different layout in various eCommerce sites that is challenging to standardize.	Philippines
7.1 General	
7.1 General- Suggest this title is not needed.	Australia
7.1 General <a href="#">The following provisions shall apply in conjunction with Section 8 of the GSLPF (CXS 1-1985)</a>	European Union
7.1.1	
We suggest editing to the following: 7.1.1 Statements required to appear on the product information e-page at the point of sale, by virtue of this text or any other Codex texts, shall be clear, prominent and readily legible to the consumer under normal settings and conditions of use of such platforms.	Australia
7.1.1 Statements to be made on the point-of-sale product information electronic page with respect to <b>prepackaged</b> foods offered through e-commerce, under this text or any other Codex text, shall be clear, prominent, and easy to read by the consumer under normal circumstances and conditions of use on such platforms.	Honduras
New Zealand considers the text is redundant given the guidance as a whole apply to only prepackaged foods sold via e-commerce 7.1.1 Statements required to appear on the product information e-page at the point of sale <del>in respect of pre-packaged foods to be offered via e-commerce,</del> by virtue of this text or any other Codex texts, shall be clear, prominent and readily legible to the consumer under normal settings and conditions of use of such platforms.	New Zealand
7.1.2	
Rationale: Canada questions whether the concept of same field of vision in section 7.1.2 is relevant on a product information e-page. Field of vision is used for three dimensional products, to avoid having to rotate the product to see different pieces of information. Given that web pages are two dimensional and that the definition for "product information e-page" refers to any consumer-facing transactional platform, Canada suggests that it may be more suitable to adjust this section as noted. Further, Canada notes that the current draft guidelines are not clear as to whether all of the required information required must be on the same e-page or could be across multiple e-pages. This relates to the definition of "product information e-page" including the word "any" which implies more than one page. Canada suggests that the Committee further consider this aspect and any necessary adjustments that may be necessary as a result.	Canada

GENERAL COMMENTS	MEMBER / OBSERVER
7.1.2 The name and net contents of the food shall appear in a prominent position and <del>in on</del> the same <del>field of vision</del> <u>product information e-page</u> as the virtual depiction of the product.	
7.1.2 The name and net contents of the food shall appear in a prominent position <u>on the virtual depiction of the product and/or in the product information page as the case may be</u> and in the same field of <del>vision</del> <u>vision</u> . 7.1.3 Food information on foods and ingredients which <u>are known to cause hypersensitivity (allergen information) as provided in Section 4.2.1.4 of the virtual depiction-GSLPF (CXS 1-1985) must be emphasized through a typeset that clearly distinguishes it from the rest of the product list of ingredients, for example by means of the font, style or background colour.</u>	European Union
The minimum duration should also be considered. 7.1.2 The name and net contents of the food shall appear in a prominent place and in the same field of vision as the virtual representation of the product.	Peru
7.2 Language	
7.2 Language- Suggest this title is not needed.	Australia
7.2.1 The language <u>of mandatory food information at the point of e-commerce sale on the virtual depiction of the product and/or in the on product information e-page e-page, as the case may be,</u> shall be acceptable to the consumer for whom it is intended.	European Union
New Zealand considers that as e-commerce platforms are designed to be consumer-facing, they will not achieve sales if the language is not appropriate for the target customer. 7.2 Language	New Zealand
7.2.1	
Suggest re-numbering to 7.1.3. <u>7.2.1 The language on product information e-page shall be acceptable to the consumer for whom it is intended.</u>	Australia
New Zealand considers that as e-commerce platforms are designed to be consumer-facing, they will not achieve sales if the language is not appropriate for the target customer. 7.2.1 The language on product information e-page shall be acceptable to the consumer for whom it is intended.	New Zealand