EMBALLAGERETUR

Danish Environmental Protection Agency
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Case number: 2025-113478

Høje Taastrup, March 13th 2026

Consultation response – Consultation on draft new packaging regulation and new deposit regulation

Emballageretur has read the draft regulations with interest and thanks you for the opportunity to submit a consultation response.

Emballageretur is a non-profit producer responsibility organisation managing producer responsibility for packaging on behalf of our member companies. We are part of the Retur family, Denmark's largest collection of producer responsibility organisations, handling producer responsibility for electronics, batteries, packaging, single-use plastics, fishing gear and textile products for Danish businesses.

Together we work to increase reuse and recycling, ensuring that as many valuable resources as possible are diverted from the waste stream and returned to circulation.

Retur represents more than 3,500 companies and has, through Elretur, been helping Danish businesses manage their producer responsibility since 2005. Elretur has close to 20 years of experience managing producer responsibility for our members, which include producers and importers of electrical and electronic equipment and batteries. Emballageretur builds its solutions, services and expertise on Elretur's unique experience in managing producer responsibility for Danish businesses.

Emballageretur has the following specific comments on the draft packaging regulation.

Comments on § 67 – extension of the guarantee/security deposit requirement
The proposed provision in § 67 states that the producer responsibility organisation's financial guarantee (previously referred to as a security deposit) must cover all costs for both end user groups going forward. This means the guarantee must also cover costs related to business compensation.

Emballageretur considers the proposed extension of the financial guarantee to be unnecessary and likely to result in a significant increase in the guarantee amounts that producer responsibility organisations are required to provide.

The financial guarantee already covers producer fees, including municipalities' costs for collecting and handling household-like packaging waste today. The proposed amendment therefore means in practice that the financial guarantee is extended to also cover compensation relating to commercial packaging waste.

In Emballageretur's assessment, this could result in a significant increase in the guarantee amounts that producer responsibility organisations are required to provide. This will increase financial costs and lead to a considerable tying up of capital within the organisation, which will ultimately be financed by the producers covered.

It should be noted in this context that business compensation is application-based, and that it may therefore be difficult to predict in advance the total scope of compensation payments. When the financial guarantee must also cover this type of payment, it may create additional uncertainty in determining the size of the guarantee amount and thereby contribute to a marked increase in the financial guarantee.

Emballageretur does not consider that the proposal sufficiently explains the necessity of extending the guarantee requirement to also cover business compensation. In our view, a closer assessment should be made of whether such an extension is proportionate in relation to the risk that the financial guarantee is intended to address.

Emballageretur notes in this context that producer responsibility organisations are already subject to significant regulation, including requirements for registration, ongoing financial settlement and supervisory authority oversight. In our assessment, it is therefore unclear what additional risk scenario the proposed extension of the financial guarantee seeks to address.

Emballageretur further notes that a significant increase in the financial guarantee may affect the economic framework of producer responsibility organisations and thereby the overall costs of administering producer responsibility. In our view, such cost increases should only be implemented if a clear need can be demonstrated in relation to reducing a specific and documented risk within the organisation.

Emballageretur therefore recommends that the proposed extension of the guarantee in § 67 is not implemented, or that at minimum a closer assessment is made of how the guarantee requirement can be set more proportionately.

Comments on § 73 – payment from the financial guarantee

The proposed § 73 states that waste-producing companies may request payment from the producer responsibility organisation's financial guarantee if the producer responsibility organisation does not pay out business compensation.

Emballageretur notes that the provision does not specify situations in which a producer responsibility organisation may legitimately reject a request for business compensation. In practice, there may be cases where a request for business compensation does not meet the established criteria or documentation requirements of the organisation. It is therefore essential that the producer responsibility organisation retains the ability to carry out a professional and administrative assessment of incoming requests and - where relevant - reject requests that do not meet the conditions.

If waste-producing companies can make direct claims against the financial guarantee without further clarification, the provision may in practice undermine the producer responsibility organisation's role in case processing and create uncertainty about how entitlement to compensation should be assessed.

The provision may also give rise to increased administrative complexity and potentially parallel case processing, if claims can be directed against the financial guarantee without prior clarification within the producer responsibility organisation.

There is also a risk that the provision may lead to situations where the financial guarantee is invoked without prior clarification of whether a rejection from the producer responsibility organisation was justified.

Emballageretur therefore recommends that the provision be clarified to specify clearly:

- that payment from the financial guarantee may only occur in cases where a request for business compensation has been wrongfully rejected or not processed
- that a clear procedure for reviewing or assessing rejections is established before payment from the financial guarantee can take place

It is Emballageretur's assessment, such a clarification will contribute to greater legal certainty for all parties and support a consistent and transparent administration of the compensation scheme.

Emballageretur is happy to provide further input or share practical experience from the implementation of producer responsibility, should this be useful in the continued work on the regulation.

Best Regards,
Emballageretur

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