

The modernization of the product liability rules in the revised EU Product Liability Directive 2024/2853

Alongside the new General Product Safety Regulation (GPSR) which came into force on 13 December 2024 and the increasing relevance of the EU collective redress framework (EU class action) established by the Representative Actions Directive, the adoption of the new EU Product Liability Directive 2024/2853 (PLD) on 23 October 2024, represents a significant development in the field of consumer redress. This new instrument will replace the existing Product Liability Directive 85/374/EEC, which has regulated product liability for nearly 40 years ago.

Beside the issue of general product safety and liability, the question of legal responsibility for damage caused by artificial intelligence (AI) systems has been widely introduced in legal scholarship. Initially, the European Union sought to address the issue of liability for damage caused by artificial intelligence (AI) through two complementary legislative instruments proposed in 2022: the revised (EU) Product Liability Directive 2024/2853 (PLD) and the AI Liability Directive (AILD), the latter intended to complement the regulatory framework established by the AI Act.

However, the landscape changed on 11 February 2025 when the Commission published its 2025 work programme and revealed the likely withdrawal of the Proposal for an Artificial Intelligence Liability Directive ('AILD proposal'), citing "no foreseeable agreement" among Member States and evoking mixed reactions in the European Parliament: some welcoming the withdrawal considering the proposal "unnecessary and premature", while others continued to support the harmonization of AI Liability, partially on the basis of AI FOMO (fear of missing out). Following the withdrawal of the AI Liability Directive and the adoption of the revised Product Liability Directive in October 2024, the revised PLD has become the principal legal instrument through which EU Member States may regulate liability from defective products—including AI-based systems—which cause harm to consumers or other natural persons (Articles 1(2), 5 and 7 PLD). The PLD, which is required to be implemented into domestic legal order of Member States by 9 December 2026 according to Article 21 since the 1985 Directive is repealed with effect from 9th of December 2026, broadens the notion of a "product" to expressly include software and AI systems (Article 4 (1) PLD), thereby extending the strict liability regime to damage caused by such technologies.

From a structural and doctrinal point of view, the revised PLD introduces significant conceptual and procedural changes, which can be organized into four categories: a) The scope of application, b) the elements of liability the claimants must prove, 3) the exemptions from liability /available defences and d) procedural provisions addressing evidence disclosure and evidentiary presumptions. On this basis, the revised PLD modifies the conceptual understanding of "strict product liability" by introducing mechanisms to deal effectively with the 'evidentiary asymmetry' and ease the claimant's burden of proof. The earlier framework under 1985 Directive structured on

two pillars: a defect-based liability and limited defences¹. Hence, a) the manufacturer had to ensure that the product was safe and did not cause harm, rather than merely exercising due care to make it safe and b) the product liability regime of the 1985 Directive predetermined the defenses available to the defendant, so that liability could be avoided only in clearly defined and exceptional circumstances²

The concept of product liability under the revised PLD maintains the two original pillars of a “no fault” strict liability and a narrow scope of available defences, however, it introduces an additional feature, or a third pillar: a set of procedural rules designed to assist claimants in proving their claims³.

1. The two stages of “product liability” on the EU legislation

The adoption of the revised PLD 2024/2853 is considered as an important evolution of EU product liability law, because it provides an homogenous framework which invites reconsideration within EU Law of the concepts of “product liability” and “harm caused by defective products”, including products incorporating AI technologies, whilst it updates the legal framework to address challenges posed by digital adaption and transformation (digitalization), software-driven products and complex technological systems. On the other hand, the Directive is a highly detailed legislative instrument that employs specialised terminology and numerous “lex specialis” provisions, features which may complicate its interpretation and practical application.

Product liability is typically described as “no fault” liability for a damage caused by defective products, which is a form of strict liability applicable when damage results from defective products⁴. However, the traditional definition offers only a limited explanation, because it focuses mainly on the absence of fault and on the

¹ I. Rokas, Die Umsetzung der Produkthaftungsrichtlinie der EG, Das Beispiel Griechenland, Versicherungsrecht, 1989, Heft 13, II.2.

² Th. Verheyen, ‘Modern Theories of Product Warnings and European Product Liability Law’, Utrecht Law Review, 2019, Vol. 15 (3), no. 1 -2, p. 44-46. doi:10.36633/ulr.541, Cees van Dam, European Tort Law, Oxford UP, 2nd ed, 2013, Part II, Strict Liability, par. 1003-3, 301, I. Rokas, Die Umsetzung der Produkthaftungsrichtlinie der EG.. Versicherungsrecht, 1989, Heft 13, II.1.a–b, H. Taschner, Produkthaftung: Richtlinie des Rates vom 25. Juli 1985 zur Angleichung der Rechts- und Verwaltungsvorschriften der Mitgliedstaaten über die Haftung für fehlerhafte Produkte (85/374/EWG) (1986), pp. 66–67, Case C-300/95, Commission v United Kingdom, ECLI:EU:C:1997:255, para. 24.

³ D. Rimkutė, ‘The New EU Product Liability Directive: Doctrinal Analysis’, 8(Spec), (2025) Access to Justice in Eastern Europe, no. 3, p 76, Fr. Parisi & G. Frezza, Burdens of Proof in Establishing Negligence: A Comparative Law and Economics Analysis, Italian Law Journal 2023/Vol. 9, p. 77, II, p.78.

⁴ El. van Gool, Product Liability in a More Circular Economy: A Study of Liability for Alternative Methods of Distributing and Producing Consumer Goods. Law. Université de Lille; Katholieke Universiteit Leuven, 2024, D. Rimkutė, ‘The New EU Product Liability Directive: Doctrinal Analysis’, 8(Spec), (2025) Access to Justice in Eastern Europe, no. 3, p 77.

circumstances in which this kind of liability applies, rather than the structural characteristics of the product. In the European Union, product liability is primarily defined and evolved through legislation, rather than judicial development, in two basic stages. The first stage extends from the adoption of the original Product Liability Directive in 1985 until its replacement in 2024, as a response to major industrial accidents and the growing recognition that traditional fault-based liability rules were inadequate for addressing risks associated with mass-produced goods⁵. The second stage begins with the adoption of the revised Directive in 2024, a reform motivated largely by concerns, that the earlier framework could not adequately regulate modern technological developments and products incorporating digital technologies, particularly digital products and AI systems⁶

2. Scope of Application

An important factor in determining whether the Directive applies to a particular dispute when damage occurs is to examine its scope of application, since the product liability regime of the revised PLD provides, in general, favourable conditions for claimants and defendants have strong reasons to argue whether a case falls within its boundaries. To this direction, three main questions determine applicability: what is a product, who is entitled to claim compensation, and who will be held liable.

- a) *Definition of Product.* The Directive adopts a broad definition in Article 4(1) defining as products “*all movables, even if integrated into, or interconnected with, another movable or an immovable; it includes electricity, digital manufacturing files, raw materials, and software*”. Unlike the earlier framework, which primarily concerned tangible goods, the revised Directive explicitly includes software and digital technologies in contemporary products. Even if the main text of the revised Directive does not define software, Directive’s Recitals provide a non-exhaustive list, including operating systems, computers programs applications and AI systems (Recital 13 of PLD). This expansion, however, is subject to certain limitations, i.e. free and open-source software distributed outside commercial activities is excluded (Article 2(2) and Recital 14). Similarly, purely informational digital content does not qualify as a product. The Directive also extends the concept of product to certain services that are closely connected to product functionality. Such services fall within the scope only when they are integrated into the product and directly

⁵ D. Wuyts, ‘The Product Liability Directive – More than Two Decades of Defective Products in Europe’ (2014) 5(1) Journal of European Tort Law 1. doi:10.1515/jetl-2014-0001.

⁶ Digital Technologies and the Law of Obligations, ed. Zvonimir Slakoper & Ivan Tot, Routledge 2022, esp. no. 1 ‘Contract and Tort Law in the Digital Age’, para. 2, 2.2 – 2.3, pp. 7 -9 and No 6 ‘Liability for AI’ by Nasir Muftic, para. 2.2, pp 98 ff, Seb. Lohsse et al., ‘Liability for Artificial Intelligence’ in Sebastian Lohsse, Reiner Schulze and Dirk Staudenmayer (eds), Liability for Artificial Intelligence and the Internet of Things (Nomos 2019) 9. doi:10.5771/9783845294797-9.

influence its safety. Examples include safety-related software updates, navigation systems, or health-monitoring features (Article 4 (3) and 4 (2) of PLD and Recital 17⁷. In this respect, the clarification provided by the Krone-Verlag (Case C-65/20) by the Court of Justice of the EU remains relevant, beyond the revision of the Directive: *damage caused solely by inaccurate information contained in a medium, such as a newspaper, does not render that medium a defective product within the meaning of the PLD* ([Case C-65/20 VI v KRONE-Verlag GmbH & Co KG \[2021\] ECLI:EU:C:2021:471, para 42](#))

- b) *Persons Entitled to Claim*. The Directive grants standing primarily to natural persons, who suffer damage caused by defective products (Article 5(1) PLD). Although this formally includes all individuals, the framework retains a strong consumer protection orientation, since the notion of product liability has been traditionally understood and oriented as a consumer protection regime. A strong argument in favour of this observation is provided by the provision of Article 6 of PLD which clarifies that certain categories of compensable harm remain limited to *non-professional or not exclusively professional use*. Compensation for health-related harm is broadly available, whereas claims concerning property or data are more limited when such assets are used exclusively for professional purposes. In conclusion, while the Directive extends protection to all natural persons in relation to damage to health, it provides a narrower protection for those acting in a professional capacity, where the damage concerns property or data. In that sense, the revised Directive formally protects all natural persons but offers stronger protection to consumers. Finally, it shall be also noted that the revised PLD includes persons who have inherited the right to compensation or to whom it has been subrogated, as well as persons acting on behalf of one or more injured persons (Article 5 (2) of PLD).
- c) *The system of potential liable persons & the Economic Operators*. The revised Directive's *ratio legis* is based on the principle that those harmed by defective products have a realistic chance of obtaining compensation, even when the manufacturer, as the primary responsible party, cannot be reached.

A claimant seeking compensation according to Article 5 of the revised PLD is not entitled to act against anyone who is involved with the defective product, because only the persons explicitly included in the Directive may be held liable. In addition, liability under the revised PLD may extend to several persons within the product

⁷ G. Wagner, 'Next Generation EU Product Liability – For Digital and Other Products' *Journal of European Tort Law* 2024, Vol. 15 (2), pp. 185-6. doi:10.1515/jetl-2024-0011)

supply chain, collectively referred to as **economic operators** (Article 4 (15) PLD). These include manufacturers, importers, authorised representatives, fulfilment service providers, distributors, and in certain cases online platforms. We observe that the revised Directive establishes a hierarchical chain of liability, meaning that it is introduced a sequential order in which potential defendants may be sued. Manufacturers normally constitute the primary defendants. However, when the manufacturer cannot be identified or is located outside the European Union, liability may extend to other actors involved in placing the product on the market.

Overall, the liability framework is structured in four tiers. The 1st tier consists of “manufacturers”, a concept that the Directive defines broadly and which encompasses the “real manufacturers”, namely those who actually produce the product, including instances where the product is manufactured for their own use (Article 4(10)(a) and (c)) and the “manufacturers by labelling” that is, parties that have a product manufactured by another entity but place it on the market under their own name, trademark, or other distinguishing sign (Article 4(10)(b)). Although these two categories reflect different degrees of control over the design and production process, the Directive does not require claimants to identify or pursue the “real manufacturer” before bringing an action against a “manufacturer by labelling”, an interpretation confirmed by the Court of Justice of the EU in Case C-264/21 Fennia v Philips (coffee machine)⁸ and it continues to be relevant following the revision of the Directive⁹.

When the manufacturer is not established or cannot be identified within the EU (Article 8(3) of PLD), the Directive allows the claimant to pursue other economic operators (2nd tier) in the supply chain, on the basis of “*risk – benefit*” or “*risk - profit*” justification of liability, such as importers, authorized representatives, fulfilment service providers, and distributors. Each one of the mentioned above operators can contribute to the process by which unsafe products reach consumers through import, handling, storage or sale, whilst they can make economic profit from placing unsafe products in the market¹⁰. The 3rd tier operators are fulfilment service providers²⁷—those who handle key logistics tasks such as warehousing, packaging, shipping products (Article 8(1)(c) of PLD) because of their role in enabling product placement procedures aiming to ensure safety (Article 4 (13) of PLD). The Directive defines fulfilment service provider as “*any natural or legal person offering, in the course of a commercial activity, at least two of the following services: warehousing, packaging, addressing and dispatching of a product, without having ownership of that product*”. This definition excludes postal

⁸ Case C-264/21 Keskinäinen Vakuutusyhtiö Fennia v Koninklijke Philips NV [2022] ECLI:EU:C: 2022: 536, para 35 -36.

⁹ See [Case C-157/23 Ford Italia SpA v ZP Stracciari SpA, 18.4.2024](#) & [Case C/2025/1062/24.2.2025](#)).

¹⁰ See M. Cappelletti, Justifying Strict Liability: A comparative analysis in Legal Reasoning, OUP 2022, Ch. 3.2, The risk-based justification of Strict Liability, pp 73-75.

services (art. 2(1) of Directive 97/67/EC), parcel delivery services (art. 2(2) of Regulation (EU) 2018/644), and other postal or freight transport services.

Because of their *soft power* to decide which (safe or unsafe) products to distribute or host on their platforms and reach consumers, while they benefit from this activity, in the operators of the 4th tier are included distributors and online platforms. Online platforms can be held liable only if the criteria in Article 6 (3) of the Digital Services Act are met, that is, where the platform actively presents the product or otherwise enables the specific transaction, see Article 8(3) and (4) of PLD). Hence, in this tier included persons, who serve as last resort defendants, liable only when the claimant cannot identify a higher – tier operator, because they control a product’s initial entry into the EU market.

In conclusion, the above structure reflects the Directive’s aim of ensuring that victims have a realistic opportunity to obtain compensation¹¹.

3. Establishing Liability

To obtain compensation under the revised Directive, a claimant must establish the existence of a defect, the occurrence of damage, and a causal relationship between them.

Damage. The Directive limits compensable damage to three categories: harm to health (including recognised psychological harm), damage to property, and destruction or corruption of data. Certain types of harm are excluded of the scope, such as infringements of personality rights, privacy breaches, acts of discrimination, damage to the defective product itself and purely economic losses (Article 6 (1) b -c of PLD). While the revised Directive does not cover every type of damage, Member States remain free to provide compensation for types of damage excluded by the Directive, *under national liability regimes* and outside the scope of harmonized EU framework, such as fault – based liability or by extending the product liability regime to additional types of damage¹².

Defectiveness. The concept of defectiveness in Articles 7 and 10 (2) of PLD constitutes the central element of product liability¹³. The Directive in Article 7 (1) of PLD introduces two methods for determining whether a product is defective. The first method is the traditional “*consumer expectations test*”, which examines “whether the

¹¹ D. Rimkutė, ‘The New EU Product Liability Directive: Doctrinal Analysis’, 8(Spec), (2025) Access to Justice in Eastern Europe, no. 3, pp 82 -83.

¹² EU Court of Justice case law accepts this approach in Case C-285/08 *Moteurs Leroy Somer v Dalkia France and Ace Europe* [2009] ECR I-4733, ECLI:EU:C:2009:351, paras 28, 31.

¹³ Under the regime of PLD 1985 see cases [ECLI:EU:C:2015:148, Boston Scientific Medizintechnik GmbH v AOK Sachsen-Anhalt \(C-503/13\)](#) and [Betriebskrankenkasse RWE \(C-504/13\)](#).

product provided the level of safety that a person is entitled to expect". This assessment depends on multiple factors, including product presentation, warnings, instructions for use, and reasonably foreseeable patterns of use. The second method '*safety required by law test*' concerns compliance with legal safety requirements. Where a product fails to meet mandatory safety standards intended to prevent the type of harm that occurred, this may establish defectiveness or create a presumption that the product was defective. Furthermore, the Directive also identifies several circumstances relevant to the assessment of defectiveness in Article 7 (2). These include features such as the characteristics of the product, its intended users, interactions with other products, and the timing of the safety evaluation. Importantly, the revised Directive clarifies that a product cannot be considered defective solely because a more advanced or safer version later becomes available (Article 7 (3) of PLD).

Consequently, the 'consumer expectations' test encompasses a broader scope of application than the 'safety required by law' test. While the circumstances enumerated in Article 7(2) are pertinent to both tests, they carry greater weight in the context of the 'consumer expectations' test. In conclusion, the legal consequences depend on the nature of the breach and its impact on the product's safety. If the breached rule directly renders the product unsafe, Article 7(1) applies, and the product is defective. If the breach raises a legitimate safety concern but does not in itself demonstrate unsafety Article 10(2)(b) creates a rebuttable presumption of defectiveness. If the relevant requirement is not established in law, or is not breached but still relevant in context, it serves only as a factor in the assessment under Article 7(2)(f).

4. Exemptions from Liability

Even when the criteria of liability are satisfactorily met, defendants may avoid liability by relying on specific exemptions from liability provided in the Articles 11 and 13 of the revised Directive. These exemptions generally reflect the shared criterion that an operator is not held liable when the risk giving rise to the damage lies beyond their objectively reasonable scope of control. In this regard, the exemptions embody a principle of fairness: liability under the revised PLDirective is strict, yet not absolute, since an operator should not be held responsible for a defect that they could not reasonably have prevented. Exemptions of the Directive can be categorised into different categories. One group of defences concerns situations in which the operator did not place the product on the market or make it available to consumers (Article 11 (1) a). Another applies where the defect did not exist when the product entered circulation (Article 11 (1) c). However, this defence is limited for digital products when the operator retains control through updates or related services. Additional defences in Article 11 (1) d include compliance with mandatory legal requirements and the so-called "development risk defence". The latter applies when the defect could not have been discovered according to the scientific and technical knowledge available at the relevant time. Finally, liability may be reduced or excluded where the damage results

from the conduct of another party [Article 11 (1) f & g referring in Article 8 (1) b and 8 (2), including cases of contributory negligence by the injured person mentioned in Article 13 (2).

5. Procedural Innovations to balance ‘evidentiary deficiency’

One of the most significant innovations of the revised Directive is the introduction of procedural mechanisms addressing evidentiary challenges. According to the principle “*actori incumbit onus probandi*” each party carries the burden of proof for those elements that constitute the basis of its claim. Hence, an injured party must demonstrate the factual elements that convince the judge that the basic conditions of liability are met (fault, damage and causation). Correspondingly, if a defendant invokes a cause of exoneration (e.g. force majeure, a fault of the victim or an act of a third party), he must prove facts which lead to the conclusion that he is not (or only partly) liable. In various cases, proof can be very hard to deliver because of the nature of the disputed facts or because no action was taken to secure it. Moreover, it is possible that essential items of evidence are in the possession of the opposing party which does not carry the burden of proof, whilst the other party, who is not to be blamed for these difficulties, is unable to produce the essential items of evidence. This condition, which indicates that the problem is of a more structural base, is described as ‘*evidentiary deficiency*’ (*Beweisnotstand*)¹⁴. Hence, ‘*evidentiary deficiency*’ is defined as the condition under which the specific nature of the disputed facts prevents them from being established according to the normal standard, because of an impossibility or unreasonableness¹⁵. Overall, legal scholarship in Germany, Austria and The Netherlands proceeds to divergent interpretations of evidentiary deficiency, such as asymmetry in possession of specific items of evidence, impossibility for parties and courts to designate or produce required items of evidence, some of which overlap with the approach taken by the Swiss Federal Supreme Court e.g. cases where proof *sensu stricto* of alleged and disputed facts is not possible¹⁶.

Product liability cases often involve complex technologies, making it difficult for claimants to obtain the evidence necessary to prove defectiveness or causal nexus, despite the strict liability regime of the PLD. Evidentiary asymmetry or uncertainty

¹⁴ See Wannes Vandebussche, Dealing with Evidentiary Deficiency in Tort Law, February 15, 2019, available in SSRN: <https://ssrn.com/abstract=3335377> or <http://dx.doi.org/10.2139/ssrn.3335377>, I. Giesen, The reversal of the burden of proof in the Principles of European Tort Law, 6 Utrecht Law Review 22 ff (2010), I. Giesen, The Burden of Proof and other Procedural Devices in Tort Law, in H. Koziol and B.C. Steiniger (eds.), European Tort Law 2008, p. 49 ff.

¹⁵ See Swiss Supreme Court: Tribunal Fédéral [Federal Supreme Court], 15 March 2010, 4D_151/2009 para 4.2; Tribunal Fédéral, 19 December 2006, ATF 133 III 81 para 4.2.2; Tribunal Fédéral, 29 January 2004, ATF 130 III 321 para 3.2

¹⁶ See I. Giesen, Bewijs en aansprakelijkheid 7-8, Den Haag, BJU, 2001, p. 455 -456. Under Belgian case law, see ‘*a party struggling with evidentiary deficiency*’ (Court of Appeal Antwerp, 30 July 2015, as reported in Limb. Rechtsl. 2015, 284) and ‘*This is a situation which can be described as evidentiary deficiency*’ (Court of First Instance Brussels, 2 February 2015, as reported in RGAR 2015, no°15207).

resulting from such imbalances is addressed by the regime of the revised Directive through i) the specific ‘evidence - disclosure rules’ of the Article 9 and ii) the ‘evidentiary presumptions’ of the Article 10 (2) & (4) a -b.

The objective of the set of product-liability-specific ‘evidence disclosure rules’ of the Article 9 is the balance of both sides’ legitimate interests. These rules require courts to protect trade secrets according to Article 9(5), while they also ensure that evidence is provided “in an easily accessible and easily understandable manner” according to Article 9(6), which is particularly important for the claimant. Accordingly, Courts must balance the obligation to ensure evidence provision with the protection of confidential business information.

The revised Directive establishes also a set of ‘evidentiary presumptions’ designed to facilitate proof in Article 10 (2) and (4) a – b, particularly when a court orders the defendant to produce evidence, but the defendant refuses to comply rendering the claimant unable to establish the defectiveness of the product due to lack of access to the necessary information. In response, the revised Directive provides a presumption of defectiveness under the Article 10(2) a of PLD which shifts the burden of proof to the defendant. Consequently, if the judge remains uncertain about the relevant facts at the conclusion of the proceedings, the decision will be made against the party bearing the burden of proof, in this case, the defendant. Furthermore, as a solution to evidentiary asymmetry or uncertainty, the Directive allows courts to apply a lower standard of proof particularly in situations involving excessive technical complexity. In such cases, under the provisions of Article 10 (4) a – b of PLD it may be sufficient for the claimant who faces excessive difficulties due to the complex technical or scientific nature of the case, to demonstrate that product defectiveness or causation ‘is likely’, rather than proving it with ‘full certainty’. Such mechanisms significantly strengthen the claimant’s position, particularly in cases of a harmful outcome involving technologically complex products such as AI systems. In other cases, the very occurrence of an event (i.e. explosion or obvious malfunction during normal operation) serves as a strong ‘prima facie’ evidence that something would not ordinarily happen without a defect. In those cases, courts may, on that basis, presume defectiveness—and in some circumstances, also causality. According to Article 10 (2) b, is permitted to courts to presume defectiveness when a product fails to meet mandatory safety requirements, specifically designed to guard against the relevant risk, treating such non-compliance as prima facie evidence of a defect. Similarly, Article 10(2) c of PLD applies when damage arises from an “obvious malfunction” during “reasonably foreseeable” use, which the revised Directive regards as sufficient to establish defectiveness.

The Directive extends this presumption-based approach to the question of causation. Article 10 (3) of PLD provides that once defectiveness is established, causation may also be presumed when the type of damage is “typically consistent” with the defect, as certain harms are so characteristically linked to specific defects that further proof is unnecessary.

6. Conclusion

The revised Product Liability Directive represents a substantial reform of EU product liability law. By extending the regime to digital products and AI systems and introducing procedural rules addressing evidentiary challenges, the Directive adapts the existing legal framework to contemporary technological evolution. Most importantly, the reform alters the conceptual structure of strict product liability within EU law.

Whereas the earlier framework of the 1985 Directive relied primarily on a strict regime replacing fault with product defectiveness and limiting producer's defences, the revised Directive introduces a third dimension by incorporating procedural mechanisms that facilitate proof for claimants and makes the legal regime of liability even stricter. On this basis, the revised PLD introduces mechanisms to deal with 'evidentiary asymmetry' or 'evidential uncertainty' and ease the claimant's burden of proof, maintaining at the same time the principle of fairness based on Articles 11 and 13, according to which the operator is not liable when the risk, which led to damage, remains outside their objectively reasonable sphere of control. In addition, the revised Directive maintains a balance of the legitimate interests of the parties (i.e. courts protect trade secrets according to Article 9 (5), but at the same time, they must also ensure that evidence is provide in an easily accessible and easily understandable manner, according to Article 9(6). In conclusion, recent features and novelties of the revised Directive reinforce the protective orientation of EU product liability law and constitute a modernised and coherent legal instrument for disputes resolution resulting from damage caused by defective products, including those incorporating advanced digital technologies.