

Insights: Alerts

Greener Pastures—Or Just Greener Claims? NAD Clarifies the Line for Boxed Water’s Wide-Ranging Green Claims

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Can you really say your product is “better for the planet”—or does that claim need a compostable disclaimer? In a sweeping decision on Boxed Water's green marketing, the NAD once again clarified the boundaries for recyclability, renewability, and environmental superiority claims, offering critical guidance for brands tying their reputations to sustainability.

The International Bottled Water Association challenged Boxed Water's parade of environmental claims—including “100% recyclable,” “92% plant-based carton,” and the company's headline assertion, “Boxed Water is better.” NAD scrutinized whether these statements were substantiated, clear, and compliant with the [FTC's Green Guides](#), especially as Boxed Water's advertising frequently compared its cartons to plastic bottles and aluminum cans.

NAD found Boxed Water's “100% recyclable” claim supported by evidence that more than 60% of U.S. households have access to recycling facilities accepting cartons, satisfying the Green Guides' threshold. Importantly, NAD also clarified that “recyclable” means capable of being recycled—not that every facility will actually recycle every component. However, claims comparing recyclability rates versus plastic bottles were voluntarily discontinued as potentially outdated or overstated.

When it comes to renewable materials, NAD emphasized that Boxed Water's use of a “mass balance” approach to claim its cartons are 92% plant-based must be accompanied by disclosures explaining how the calculation works. “Mass balance” is an accounting procedure used when renewable materials (such as plant-based papers/plastics) and non-renewable materials (such as petroleum-based plastics) are mixed during manufacturing. Instead of separating production lines, the supplier tracks the total volume of renewable materials purchased and ensures that, in aggregate, the amount claimed matches the total renewable input—even though any individual carton may contain more or less renewable material than the amount claimed. Because consumers might reasonably expect every individual carton to physically contain exactly 92% renewable content, advertisers should clearly disclose when such percentages are based on aggregate accounting rather than the actual contents of every package.

Superiority claims also came under the microscope. NAD required Boxed Water to modify all “better than plastic” or “better than aluminum” claims to specify the comparison is to “premium plastic,” matching the products studied in the underlying [life cycle analysis \(LCA\)](#). Generic superiority claims over the entire water aisle, or all competitors, were not sufficiently substantiated and had to be discontinued.

NAD also addressed general environmental benefit claims such as “better for the planet” or “sustainable,” finding that these may not require detailed substantiation if the surrounding context makes clear the specific attributes being referenced. However, claims like “sustainably sourced” for the water itself required added disclosure about what, exactly, that means.

The bottom line: Brands touting environmental virtues must ensure their claims are both substantiated and clearly explained, especially when using comparative or quantifiable assertions. NAD’s decision underscores the need for transparency about the basis for green claims, careful attention to the FTC’s Green Guides, and ongoing diligence as science and recycling infrastructure evolve. And given that today’s consumers are more discerning than ever—actively seeking out sustainable options and happy to call out “greenwashing”—substance, not just style, is what truly sells.

If you have questions about environmental marketing compliance or NAD challenges, [Kilpatrick's Advertising and Marketing team](#) is ready to help you navigate the green maze.

Related People



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