

- b) and, if such is the case, that such a rule is appropriate and necessary in the light of the limited professional experience at the start of a career?

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<sup>(1)</sup> Council Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation (OJ 2000 L 303, p. 16).

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**Request for a preliminary ruling from the Kúria (Hungary) lodged on 20 October 2015 —  
Interservice d.o.o. Koper v Sándor Horváth**

**(Case C-547/15)**

**(2016/C 027/11)**

*Language of the case: Hungarian*

**Referring court**

Kúria

**Parties to the main proceedings**

*Applicant:* Interservice d.o.o. Koper

*Defendant:* Sándor Horváth

**Questions referred**

1. Must Article 96(2) of Regulation (EEC) No 2913/92 <sup>(1)</sup> establishing the Community Customs Code be interpreted as meaning that not only the person who enters into a transport agreement with the seller for the transport of the goods (the contractual or main carrier), but also the person who carries out the transport, in full or in part, on the basis of another transport agreement concluded with the contractual or main carrier (the transport subcontractor), is to be regarded as a carrier of the goods?
2. If the first question is answered in the affirmative, must Article 96(2) of Regulation (EEC) No 2913/92 establishing the Community Customs Code be interpreted as meaning that, in a case such as that in the main proceedings, the transport subcontractor is required, before continuing the transport of the goods, to ensure in a satisfactory manner that the main carrier actually produced the goods at the customs office of destination in the manner prescribed?

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<sup>(1)</sup> Corrigendum to Council Regulation (EEC) No 2913/92 of 12 October 1992 establishing the Community Customs Code (OJ 1992 L 302) (OJ 2014 L 367, p. 126).

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**Request for a preliminary ruling from the Consiglio di Stato (Italy) lodged on 26 October 2015 —  
Undis Servizi Srl v Comune di Sulmona**

**(Case C-553/15)**

**(2016/C 027/12)**

*Language of the case: Italian*

**Referring court**

Consiglio di Stato

**Parties to the main proceedings**

*Applicant:* Undis Servizi Srl

*Defendant:* Comune di Sulmona

### Questions referred

1. When the 'essential activity' undertaken by the controlled body is assessed, must an activity imposed on it by a non-shareholder public administration and undertaken in favour of non-shareholder public bodies also be taken into account?
2. When the 'essential activity' undertaken by the controlled body is assessed, must the contracts awarded to shareholder public bodies before the requirement of 'similar control' became applicable also be taken into account?

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**Request for a preliminary ruling from the Audiencia Provincial de Cantabria (Spain) lodged on 27 October 2015 — Lucas Jerónimo García Almodovar and Catalina Molina Moreno v Banco de Caja España de Inversiones, Salamanca y Soria, S.A.U.**

**(Case C-554/15)**

**(2016/C 027/13)**

*Language of the case: Spanish*

### Referring court

Audiencia Provincial de Cantabria

### Parties to the main proceedings

*Appellants:* Lucas Jerónimo García Almodovar and Catalina Molina Moreno

*Respondent:* Banco de Caja España de Inversiones, Salamanca y Soria, S.A.U.

### Questions referred

1. Is the limiting of the retroactive effects of the nullity, on grounds of unfairness, of a 'floor clause' inserted in a consumer contract compatible with the principle that unfair terms are not to be binding on the consumer and with Articles 6 and 7 of Council Directive 93/13/EEC <sup>(1)</sup> of 5 April 1993 on unfair terms in consumer contracts?
2. Is the maintaining of the effects produced by a 'floor clause' declared void because unfair, inserted in a consumer contract, compatible with Articles 6 and 7 of Directive [93/13]?
3. Is the limitation of the retroactive effects of the nullity on grounds of unfairness of a 'floor clause' inserted in a consumer contract because of a finding that there is a risk of serious difficulties with implications for the economic public order and because of good faith compatible with Articles 6 and 7 of Directive [93/13]?
4. If the reply to the previous question is in the affirmative, when the consumer against whom enforcement is sought lodges an objection to mortgage enforcement proceedings on the grounds of the unfairness of a contractual term inserted in the consumer contract which forms the basis of the enforcement proceedings or which determined the amount payable, is it compatible with Articles 6 and 7 of Directive [93/13] for it to be assumed that there is a risk of serious difficulties for the economic public order, or must that risk be assessed and evaluated in the light of the specific economic data from which it is inferred that granting retroactive effects to a ruling that an unfair term is null and void has macro-economic consequences?