2. Do clauses of the same nature in preliminary contracts of sale drafted in advance by property developers who are, as is the appellant, traders, and in particular points 3.2.2. and 7.1 of the preliminary contract of sale concluded by the parties to the dispute, containing a 'fourth-degree' forfeiture clause and a penalty clause exclusively in favour of the promisor-vendor, fall, in principle, within the scope of the clauses listed in paragraphs d), e), f) and i) of the Annex to Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts?

3. Is Article 6(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts to be interpreted and applied to the effect that, if the answer to the second question referred to the Court is in the affirmative, national courts may not amend (are prohibited from amending) the clauses held to be unfair, namely, by holding that the 'fourth-degree' forfeiture clause may operate under other conditions than those expressly provided for in the preliminary contract (for example, not in the event of any late or missed payment whatsoever regardless of the amount, but only for late or missed payments of a specified amount that the court, case by case, considers to be substantial), and to reduce (limit) the amount of the penalty clause to the amount paid as a deposit by the promisee-purchaser until such time as the forfeiture clause is triggered? In such cases, may the national courts limit themselves merely to ruling that those clauses do not apply to the consumer in question?

([1]) Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

Request for a preliminary ruling from the Finanzgericht Düsseldorf (Germany) lodged on 28 April 2017 — Medtronic GmbH v Finanzamt Neuss

(Case C-227/17)

(2017/C 249/29)

Language of the case: German

Referring court

Finanzgericht Düsseldorf

Parties to the main proceedings

Applicant: Medtronic GmbH

Defendant: Finanzamt Neuss

Question referred

Is the combined nomenclature in Annex I to Council Regulation (EEC) No 2658/87 of 23 July 1987 on the tariff and statistical nomenclature and on the Common Customs Tariff as amended by Commission Implementing Regulation (EU) 2015/1754 ([1]) of 6 October 2015 to be interpreted as meaning that spinal fixation systems ([2]) as described in more detail in the order fall under subheading 9021 90 90?

([1]) OJ 2015 L 285, p. 1.
([2]) Wirbelsäulenfixationssysteme der Marke CD Horizon SOLERA Spinal System.

Appeal brought on 11 May 2017 by Bank Tejarat against the judgment of the General Court (First Chamber) delivered on 14 March 2017 in Case T-346/15: Bank Tejarat v Council

(Case C-248/17 P)

(2017/C 249/30)

Language of the case: English

Parties

Appellant: Bank Tejarat (represented by: S. Zaiwalla, P. Reddy, A. Meskarian, Solicitors, M. Brindle QC, T. Otty, R. Blakeley, Barristers)

Other party to the proceedings: Council of the European Union

Form of order sought

The appellant claims that the Court should:

— allow this appeal and set aside paragraphs 1 and 2 of the Court's order contained in the second judgment;

— allow the Bank's re-listing application;

— annul the contested measures insofar as they apply to the Bank; and

— order the Council to pay the costs of the appeal and the costs of the proceedings before the General Court.

Pleas in law and main arguments

The General Court erred in law in that it wrongly attributed no and/or insufficient weight to the evidence adduced by the Bank and thereby distorted the key evidence relevant to the question as to whether the allegations in the contested reasons were substantiated by the Council.

Regardless of the outcome of the first ground of appeal, the General Court erred in law in that it distorted the key evidence relevant to the question as to whether the allegations in the contested reasons were substantiated by the Council and/or erroneously placed the burden of proof of the Bank.

In respect of both the first and second grounds of appeal, had the General Court applied the correct principles and/or had it not distorted the evidence referred to above, it would have annulled the contested measures.

The General Court erred in law in holding that the Council was entitled to re-list the Bank on the basis of reasons that could and should have been advanced prior to the first judgment and that the Council's conduct did not violate Article 266 TFEU as well as the principles of res judicata and/or legal certainty and/or finality and/or effectiveness and/or the right to effective judicial protection and/or the Bank's rights under Article 47 of the EU Charter and/or under Article 6 and Article 13 ECHR and/or its rights to good administration and/or the principle of proportionality.

Request for a preliminary ruling from the Tartu Maakohus (Estonia) lodged on 19 May 2017 — Collect Inkasso OÜ, ITM Inkasso OÜ, Bigbank AS v Rain Aint, Lauri Palm, Raiko Oikimus, Egle Noor, Artjom Konjarov

(Case C-289/17)

(2017/C 249/31)

Language of the case: Estonian

Referring court

Tartu Maakohus

Parties to the main proceedings

Applicants: Collect Inkasso OÜ, ITM Inkasso OÜ, Bigbank AS

Defendants: Rain Aint, Lauri Palm, Raiko Oikimus, Egle Noor, Artjom Konjarov

Questions referred

1.1. Must Article 17(a) of Regulation (EC) No 805/2004 ([1]) of the European Parliament and of the Council of 21 April 2004 creating a European Enforcement Order for uncontested claims be interpreted as meaning that all the information listed in Article 17(a) of the Regulation must be clearly stated in or together with the document instituting the proceedings, the equivalent document or any summons to a court hearing? Specifically, is certification of a judgment as a European Enforcement Order under Articles 3(1)(b), 6(1)(c) and 17(a) of the regulation excluded if the debtor has not been notified of the address of the institution to which to respond but he has been notified of all the other information listed in Article 17(a)?