

Questions referred

1. Does Article 41(1) of the Additional Protocol of 23 November 1970 to the Agreement of 12 September 1963 establishing an Association between the European Economic Community and Turkey for the transitional stage of the Association (Additional Protocol) preclude a provision of national law which was introduced for the first time after the abovementioned provisions had come into force and which makes the first entry of a member of the family of a Turkish national who enjoys the legal status under Article 41(1) of the Additional Protocol conditional on the requirement that, prior to entry, the family member can demonstrate the ability to communicate, in a basic way, in the German language?
2. Does the first subparagraph of Article 7(2) of Council Directive 2003/86/EC of 22 September 2003 on the right to family reunification⁽¹⁾ preclude the provision of national law mentioned in Question 1?

⁽¹⁾ OJ 2003 L 251, p. 12.

Request for a preliminary ruling from the Tribunalul Specializat Cluj (Romania) lodged on 20 March 2013 — Bogdan Matei, Ioana Ofelia Matei v SC Volksbank România SA

(Case C-143/13)

(2013/C 171/29)

Language of the case: Romanian

Referring court

Tribunalul Specializat Cluj

Parties to the main proceedings

Applicants: Bogdan Matei, Ioana Ofelia Matei

Defendant: SC Volksbank România SA

Questions referred

Having regard to the fact that, in accordance with Article 4(2) of Directive 93/13/EEC,⁽¹⁾ the assessment of the unfair nature of contractual terms must relate neither to the definition of the main subject-matter of the contract nor to the adequacy of the price and remuneration, on the one hand, as against the services or goods supplied in exchange, on the other, in so far as these terms are in plain intelligible language;

and

given that, under Article 2(1)(a) of Directive 2008/48/EC,⁽²⁾ the definition provided in Article 3(g) of that directive of the total cost of the credit to the consumer, which includes all the fees which the consumer is required to pay in connection with the credit agreement, does not apply for the purposes of determining the subject-matter of a credit agreement secured by a mortgage;

Then:

can the concepts of ‘subject-matter’ and/or of ‘price’ referred to in Article 4(2) of Directive 93/13/EEC be interpreted as meaning that such terms — namely the ‘subject-matter’ and/or the ‘price’ of a credit agreement secured by a mortgage — also cover, among the elements which make up the consideration owed to the credit institution, the annual percentage rate of such a credit agreement secured by a mortgage, which is in particular made up of: the interest rate, whether fixed or variable; bank charges; and other costs included and defined in the credit agreement?

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

⁽²⁾ Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (OJ 2008 L 133, p. 66).

Action brought on 22 March 2013 — Kingdom of Spain v European Parliament and Council of the European Union

(Case C-146/13)

(2013/C 171/30)

Language of the case: Spanish

Parties

Applicant: Kingdom of Spain (represented by: E. Chamizo Llatas and S. Centeno Huerta, Agents)

Defendants: European Parliament and Council of the European Union

Form of order sought

— Declare legally non-existent Regulation (EU) No 1257/2012⁽¹⁾ of the European Parliament and of the Council of 17 December 2012 implementing enhanced cooperation in the area of the creation of unitary patent protection and, in the alternative, annul that regulation in its entirety;

— In the alternative, annul:

(a) Article 9(1) in its entirety, and Article 9(2) in the terms set out in the fifth plea in law in support of this action;

(b) Article 18(2) in its entirety, and all references in Regulation No 1257/2012 to the Unified Patent Court as the judicial regime for the EPUE [European patent with unitary effect] and as the source of law for the EPUE

— Order the European Parliament and the Council of the European Union to pay the costs.