

2. May the criminal provision of Article 26(1)(28) of the Croatian law on consumer credit, in the context described above, be interpreted consistently with Article 23 of the directive and in the light of the transitory provisions in Article 30 thereof, as meaning that the penalties laid down for breach of a national provision adopted on the basis of the directive in question may not be applied to breaches that may be found in respect of credit agreements ongoing at the date of the implementation of the national implementing measures?

<sup>(1)</sup> 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).

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**Request for a preliminary ruling from the Prekršajni Sud u Bjelovaru (Croatia) lodged on  
25 September 2015 — Siniša Pušić v Privredna banka Zagreb, Božo Prka**

(Case C-512/15)

(2016/C 027/07)

*Language of the case: Croatian*

**Referring court**

Prekršajni Sud u Bjelovaru

**Parties to the main proceedings**

*Applicant:* Siniša Pušić

*Defendants:* Privredna banka Zagreb, Božo Prka

**Questions referred**

1. May the retrospective application of the law [on consumer credit] be interpreted and determined exclusively in accordance with the provisions of that law, and is such an application of the law [on consumer credit] consistent with EU law, in particular Article 30 of Directive 2008/48/EC of the European Parliament and the Council of 23 April 2008, <sup>(1)</sup> the first paragraph of which expressly states that that directive does not apply to credit agreements concluded before the entry into force of national legislation that transposed the directive into national law?
2. May the criminal provision of Article 26(1)(28) of the Croatian law on consumer credit, in the context described above, be interpreted consistently with Article 23 of the directive and in the light of the transitory provisions in Article 30 thereof, as meaning that the penalties laid down for breach of a national provision adopted on the basis of the directive in question may not be applied to breaches that may be found in respect of credit agreements ongoing at the date of the implementation of the national implementing measures?

<sup>(1)</sup> 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).

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**Request for a preliminary ruling from the Rechtbank Midden-Nederland (Netherlands) lodged on  
5 October 2015 — Stichting Brein v Jack Frederik Wullems, currently trading under the name  
Filmspeler**

(Case C-527/15)

(2016/C 027/08)

*Language of the case: Dutch*

**Referring court**

Rechtbank Midden-Nederland