

5. In turn, 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 the risk of serious difficulties for the economic public order to be assessed in the light of the economic effects that might be engendered by the potential bringing of an individual action or lodging of an objection to enforcement by a large number of consumers on the grounds that the clause is unfair, or, on the contrary, must that risk to be assessed in the light of the financial effect on the economy of the specific objection to enforcement brought by the consumer against whom enforcement is sought?
6. If the reply to the third question is in the affirmative, is abstract evaluation of the conduct of any seller or supplier for the purposes of assessing good faith compatible with Articles 6 and 7 of Directive [93/13]?
7. Or, on the contrary, on construing Article 6 of Directive [93/13], must that good faith be examined and evaluated in every specific case, in the light of the specific conduct of the seller or supplier when concluding the contract and inserting the unfair term in the contract?

⁽¹⁾ OJ 1993 L 95, p. 29.

Request for a preliminary ruling from the Cour d'appel de Paris (France) lodged on 4 November 2015 — Carrefour Hypermarchés SAS v ITM Alimentaire International SASU

(Case C-562/15)

(2016/C 027/14)

Language of the case: French

Referring court

Cour d'appel de Paris

Parties to the main proceedings

Appellant: Carrefour Hypermarchés SAS

Respondent: ITM Alimentaire International SASU

Questions referred

1. Whether Article 4(a) and (c) of Directive 2006/114/EC of 12 December 2006 ⁽¹⁾ ..., which provides that '[c]omparative advertising shall ... be permitted when ... it is not misleading [and] it objectively compares one or more material, relevant, verifiable and representative features of those goods and services', must be interpreted as meaning that a comparison of the price of goods sold by retail outlets is permitted only if the goods are sold in shops having the same format or of the same size;
2. Whether the fact that the shops whose prices are compared are of different sizes and formats constitutes material information within the meaning of Directive 2005/29/EC ⁽²⁾ that must necessarily be brought to the knowledge of the consumer;

3. If so, to what degree and/or via what medium must that information be disseminated to the consumer?

- ⁽¹⁾ Directive 2006/114/EC of the European Parliament and of the Council of 12 December 2006 concerning misleading and comparative advertising (OJ 2006 L 376, p. 21).
- ⁽²⁾ Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market and amending Council Directive 84/450/EEC, Directives 97/7/EC, 98/27/EC and 2002/65/EC of the European Parliament and of the Council and Regulation (EC) No 2006/2004 of the European Parliament and of the Council ('Unfair Commercial Practices Directive') (OJ 2005 L 149, p. 22).

**Request for a preliminary ruling from the Vilniaus apygardos teismas (Lithuania) lodged on
2 November 2015 — LitSpecMet UAB v Vilniaus lokomotyvų remonto depas UAB**

(Case C-567/15)

(2016/C 027/15)

Language of the case: Lithuanian

Referring court

Vilniaus apygardos teismas

Parties to the main proceedings

Applicant: LitSpecMet UAB

Defendant: Vilniaus lokomotyvų remonto depas UAB

Third party: Plienmetas UAB

Questions referred

Must Article 1(9) of Directive 2004/18/EC ⁽¹⁾ be interpreted as meaning that a company:

- which has been founded by a contracting authority which engages in activity in the field of rail transport, namely: management of public railway infrastructure; passenger and freight transportation;
- which independently engages in business activity, establishes a business strategy, adopts decisions concerning the conditions of the company's activity (product market, customer segment and so forth), participates in a competitive market throughout the European Union and outside the EU market, providing the services of rolling stock manufacture and rolling stock repair, and participates in procurement procedures connected with that activity, seeking to obtain orders from third parties (not the parent company);
- which provides rolling stock repair services to its founder on the basis of in-house transactions and the value of those services represents 90 per cent of the company's entire activity;
- whose services provided to its founder are intended to ensure the founder's passenger and freight transportation activity;

is not to be considered to be a contracting authority?