

Questions referred

1. Must the information concerning the geographical address and identity of the trader, within the meaning of Article 7(4) (b) of Directive 2005/29/EC, ⁽¹⁾ appear in advertising material for specific products which appears in a print medium, even if consumers obtain the advertised products exclusively via a website of the trader who publishes the advertisement, and which is indicated in the advertisement, and consumers can easily obtain the information required by Article 7(4) of the Directive on or via that website?
2. Does the answer to Question 1 depend on whether the undertaking advertising in the print medium is advertising sales of its own products and refers directly to its own website for the information required by Article 7(4) of Directive 2005/29/EC, or whether the advertising relates to products which are sold by other undertakings on an internet platform operated by the advertiser, and consumers are able to access the information set out in Article 7(4) of the Directive only through one or more steps (clicks) via links to the internet sites of those other undertakings which are made available only on the website specified in the advertisement?

⁽¹⁾ 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 (OJ 2005 L 149, p. 22).

Request for a preliminary ruling from the Curtea de Apel Oradea (Romania) lodged on 1 April 2016 — Ruxandra-Paula Andriciu and Others v Banca Românească SA

(Case C-186/16)

(2016/C 243/17)

Language of the case: Romanian

Referring court

Curtea de Apel Oradea

Parties to the main proceedings

Applicants: Ruxandra-Paula Andriciu and Others

Defendant: Banca Românească SA

Questions referred

1. Must Article 3(1) of Directive 93/13 ⁽¹⁾ be interpreted as meaning that the significant imbalance in the parties' rights and obligations arising from the contract must be evaluated strictly by reference to the time when the contract was concluded or does that imbalance also extend to the case where, during the performance of the contract, whether it is performed at regular intervals or continuously, performance by the consumer has become excessively burdensome in comparison with the time when the contract was concluded because of significant variations in the exchange rate?
2. Must the plainness and intelligibility of a contractual term, within the meaning of Article 4(2) of Directive 93/13, be understood to mean that that term must provide not only for the grounds of its incorporation in the contract and the term's method of operation, or must it also provide for all the possible consequences of the term as a result of which the price paid by the consumer may vary, for example, foreign exchange risk, and in the light of Directive 93/13/EEC may it be considered that the bank's obligation to inform the customer at the time of granting the credit relates solely to the conditions of credit, namely, the interest, commissions, and guarantees required of the borrower, since such an obligation may not include the possible overvaluation or undervaluation of a foreign currency?

3. Must Article 4(2) of Directive 93/13 EEC be interpreted as meaning that the expressions ‘the main subject matter of the contract’ and ‘adequacy of the price and remuneration, on the one hand, as against the services or goods supplied in exchange, on the other’ include a term incorporated in a credit agreement entered into in a foreign currency concluded between a seller or supplier and a consumer, which has not been negotiated individually, pursuant to which ‘the credit must be repaid in the same currency’?

⁽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 Tribunal Superior de Justicia de Castilla-La Mancha (Spain)
lodged on 18 April 2016 — Elecdey Carcelén, S.A. v Comisión Superior de Hacienda de la
Comunidad Autónoma de Castilla la Mancha**

(Case C-215/16)

(2016/C 243/18)

Language of the case: Spanish

Referring court

Tribunal Superior de Justicia de Castilla-La Mancha, Sala Contencioso-Administrativo, Sección Segunda

Parties to the main proceedings

Applicant: Elecdey Carcelén, S.A.

Defendant: Comisión Superior de Hacienda de la Comunidad Autónoma de Castilla la Mancha

Questions referred

1. As the ‘support systems’ defined in Article 2(k) of Directive 2009/28/EC, including fiscal stimuli consisting of tax reductions, exemptions and refunds, are envisaged as a means of attaining the renewable energy consumption objectives provided for in the aforementioned Directive 2009/28/EC, are those stimuli or measures to be regarded as mandatory and binding on the Member States, having direct effect in so far as they may be invoked and relied on by the individuals concerned in all kinds of public, judicial and administrative proceedings?
2. Since the list of ‘support systems’ mentioned in the previous question includes fiscal stimulus measures consisting of, ‘but ... not restricted to’, tax reductions, exemptions and refunds, are those stimuli to be regarded as specifically including non-taxation, that is to say, the prohibition of any kind of specific and one-off levy, in addition to the general taxes levied on the economic activity and production of electricity, imposed on energy from renewable sources? The following question is also asked in this paragraph: [Similarly], is the general prohibition stated above also considered to include the prohibition of concurrence, double taxation or overlapping of multiple general or one-off taxes charged at different stages of the activity of generating renewable energy, affecting the same chargeable event taxed by the levy on wind power under consideration?
3. If the answer to the previous question is in the negative and it is acknowledged that energy from renewable sources is taxable, for the purposes of the provisions of Article 1(2) of Directive 2008/118/EC, is the term ‘specific purposes’ to be interpreted as meaning that its objective must be exclusive and, furthermore, that the tax on renewable energy must, as regards its structure, be genuinely non-fiscal, and not merely budgetary or revenue-collecting in nature?