

2. Does the Community directive on compensation for environmental damage (Directive 2004/35/EC of 21 April 2004 and, in particular, Article 7 and Annex II thereto) preclude national legislation which allows the authorities to impose such requirements *ex officio*, that is, without having assessed the site-specific conditions and the implementation costs in respect of the reasonably foreseeable benefits, the possible or probable collateral damage and adverse effects on public health and safety, and the necessary time scales for implementation?
3. Does the Community directive on compensation for environmental damage (Directive 2004/35/EC of 21 April 2004 and, in particular, Article 7 and Annex II thereto) preclude national legislation which allows the authorities to impose such requirements *ex officio* as conditions for an authorisation for the lawful use of the areas not directly affected by the decontamination in so far as they have already been decontaminated or in any event were not polluted, included within the limits of the Priolo site of national interest?

(¹) OJ 2004 L 143, p. 56.

Reference for a preliminary ruling from the Tribunale Amministrativo Regionale per la Sicilia (Italy) lodged on 21 August 2008 — ENI SpA v Ministero Ambiente e Tutela del Territorio e del Mare and Others

(Case C-380/08)

(2008/C 301/28)

Language of the case: Italian

Referring court

Tribunale Amministrativo Regionale per la Sicilia

Parties to the main proceedings

Applicant: ENI SpA

Defendants: Ministero Ambiente e Tutela del Territorio e del Mare and Others

Questions referred

1. Does the Community directive on compensation for environmental damage (Directive 2004/35/EC (¹) of 21 April 2004 and, in particular, Article 7 and Annex II thereto) preclude national legislation which allows the authorities to require, as 'reasonable methods of remedying environmental damage', works on the environmental matrices (here, consisting of the construction of a physical barrier for the groundwater along the entire seafront) different from and supplementary to those selected in advance following special preliminary discussions with the parties, already approved, implemented or in the course of being implemented?

2. Does the Community directive on compensation for environmental damage (Directive 2004/35/EC of 21 April 2004 and, in particular, Article 7 and Annex II thereto) preclude national legislation which allows the authorities to impose such requirements *ex officio*, that is, without having assessed the site-specific conditions and the implementation costs in respect of the reasonably foreseeable benefits, the possible or probable collateral damage and adverse effects on public health and safety, and the necessary time scales for implementation?
3. Does the Community directive on compensation for environmental damage (Directive 2004/35/EC of 21 April 2004 and, in particular, Article 7 and Annex II thereto) preclude national legislation which allows the authorities to impose such requirements *ex officio* as conditions for an authorisation for the lawful use of the areas not directly affected by the decontamination in so far as they have already been decontaminated or in any event were not polluted, included within the limits of the Priolo site of national interest?

(¹) OJ 2004 L 143, p. 56.

Reference for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 22 August 2008 — Car Trim GmbH v KeySafety Systems SRL

(Case C-381/08)

(2008/C 301/29)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Applicant: Car Trim GmbH

Defendant: KeySafety Systems SRL

Questions referred

1. Is Article 5(1)(b) of Council Regulation (EC) No 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (¹) to be interpreted as meaning that contracts for the delivery of goods to be produced or manufactured are, notwithstanding specific obligations on the part of the customer with regard to the provision, fabrication and delivery of the components to be produced, including a guarantee of the quality of production, reliability of delivery and smooth administrative handling of the order, to be classified as a sale of goods (first indent), and not as provision of services (second indent)? What criteria are decisive for the distinction?