

**Questions referred**

1. Does the sale of contact lenses constitute medical advice requiring the physical examination of a patient and thus not fall with the scope of Directive 2000/31/EC<sup>(1)</sup> of the European Parliament and of the Council on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market?
2. If the sale of contact lenses does not constitute medical advice requiring the physical examination of a patient, must Article 30 EC be interpreted as precluding legislation of a Member State under which contact lenses may be sold only in specialist medical accessory shops?
3. Does the principle of the freedom of movement of goods laid down in Article 28 EC preclude the provision of Hungarian law which makes it possible to sell contact lenses solely in specialist medical accessory shops?

<sup>(1)</sup> Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market ('Directive on electronic commerce'); OJ L 178, 17.7.2000, p. 1-16 (ES, DA, DE, EL, EN, FR, IT, NL, PT, FI, SV) Hungarian Special Edition, Chapter 13, Volume 25, p. 399-414.

**Reference for a preliminary ruling from the Bundesarbeitsgerichts (Germany) lodged on 23 March 2009 — Deutsche Lufthansa AG v Gertraud Kumpan**

(Case C-109/09)

(2009/C 141/44)

*Language of the case: German*

**Referring court**

Bundesarbeitsgericht

**Parties to the main proceedings**

*Applicant:* Deutsche Lufthansa AG

*Defendant:* Gertraud Kumpan

**Questions referred**

1. Are Article 1, Article 2(1) and Article 6(1) of Council Directive 2000/78/EC of 27 November 2000<sup>(1)</sup> establishing a general framework for equal treatment in employment and occupation and/or the general principles of Community law to be interpreted as precluding a provision of national law, which entered into force on 1 January 2001, under which fixed term employment contracts may be agreed without further conditions with workers simply because the latter have reached the age of 58?
2. Is Clause 5(1) of the ETUC-UNICE-CEEP Framework Agreement, which was implemented by Council Directive

1999/70/EC of 28 June 1999,<sup>(2)</sup> to be interpreted to the effect that it precludes a provision of national law which, without further conditions, allows the conclusion over an indefinite period of an unlimited number of successive fixed term employment contracts without objective grounds, simply because the worker has reached the age of 58 by the time the fixed term employment relationship begins and there is no close objective connection with a previous employment relationship of indefinite duration with the same employer?

3. If Questions 1 and/or 2 are answered in the affirmative:

Must the national courts disapply the provision of national law?

<sup>(1)</sup> OJ 2000 L 303, p. 16.

<sup>(2)</sup> OJ 1999 L 175, p. 43.

**Reference for a preliminary ruling from the Okresní Soud v Cheb (Czech Republic) lodged on 23 March 2009 — Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group v Michal Bílas**

(Case C-111/09)

(2009/C 141/45)

*Language of the case: Czech*

**Referring court**

Okresní Soud v Cheb

**Parties to the main proceedings**

*Applicants:* Česká podnikatelská pojišťovna, a.s., Vienna Insurance Group

*Defendant:* Michal Bílas

**Questions referred**

1. Should Article 26 of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters<sup>(1)</sup> ('the Regulation') be interpreted as not authorising a court to review its international jurisdiction where the defendant participates in the proceedings, even when the case is subject to the rules on compulsory jurisdiction under Section 3 of the Regulation and the application is brought contrary to those rules?
2. Can the defendant, by the fact that he participates in the proceedings, establish the international jurisdiction of the Court within the meaning of Article 24 of the Regulation even where the proceedings are otherwise subject to the rules of compulsory jurisdiction in Section 3 of the Regulation and the application is brought contrary to those rules?