Defendant: Bundesarbeitskammer

Question referred

1. Is the requirement in Article 5(1) of [Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 on the protection of consumers [1] in respect of distance contracts] to the effect that a consumer must receive confirmation of the information specified there in a durable medium available and accessible to him, unless the information has already been given to him on conclusion of the contract in a durable medium available and accessible to him, satisfied, where that information is made available to the consumer by means of a hyperlink on the trader's website which is contained in a line of text that the consumer must mark as read by ticking a box in order to be able to enter into a contractual relationship?

[1] Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 on the protection of consumers in respect of distance contracts — Statement by the Council and the Parliament re Article 6 (1) — Statement by the Commission re Article 3 (1), first indent (OJ 1997 L 144, p. 19).

Reference for a preliminary ruling from the Oberlandesgericht Düsseldorf (Germany) lodged on 8 February 2011 — Raiffeisen-Waren-Zentrale Rhein-Main e.G. v Saatgut-Treuhandverwaltungs GmbH

(Case C-56/11)

(2011/C 145/08)

Language of the case: German

Referring court

Oberlandesgericht Düsseldorf

Parties to the main proceedings

Applicant: Raiffeisen-Waren-Zentrale Rhein-Main e.G.

Defendant: Saatgut-Treuhandverwaltungs GmbH

Questions referred

1. Does the obligation of the supplier of processing services to provide information laid down in the sixth indent of Article 14(3) of Regulation No 2100/94 [1] and Article 9(2) and (3) of Regulation No 1768/95 [2] become established only if the request for information from the holder of the variety right is received by the supplier of processing services before the expiry of the marketing year (or the most recent marketing year where there are several) concerned by the request?

2. If Question 1 is answered in the affirmative:

   Is there a request for information 'complying with the time-limit' where the holder claims in his request that he has some indication that the supplier of processing services has processed or intends to process for planting harvested material of the protected variety which the farmer named in the request has obtained by planting from propagating material of the protected variety, or must the supplier of the processing services also be furnished with evidence of the claimed indication in the request for information (for example, by providing a copy of the farmer's statements of planting the product of the harvest)?

3. Can indications establishing the obligation of the supplier of processing services to provide information be derived from the fact that the supplier of processing services, as the agent of the holder of the plant variety right, performs a propagation contract for the production of consumption-related seed of the protected variety, which the holder of the plant variety right has concluded with the farmer effecting propagation, where and because the farmer is in fact granted the possibility, in performing the propagation contract, of using some of the propagation seed for planting?

[1] Council Regulation (EC) No 2100/94 of 27 July 1994 on Community plant variety rights (OJ 1994 L 227, p. 1)

[2] Commission Regulation (EC) No 1768/95 of 24 July 1995 implementing rules on the agricultural exemption provided for in Article 14 (3) of Council Regulation (EC) No 2100/94 on Community plant variety rights (OJ 1995 L 173, p. 14)

Reference for a preliminary ruling from the Hessisches Landessozialgericht, Darmstadt (Germany) lodged on 10 February 2011 — Florence Feyerbacher v Land Hessen, represented by the Regierungspräsidium Gießen

(Case C-62/11)

(2011/C 145/09)

Language of the case: German

Referring court

Hessisches Landessozialgericht, Darmstadt

Parties to the main proceedings

Applicant: Florence Feyerbacher

Defendant: Land Hessen, represented by the Regierungspräsidium Gießen (Regional Administration, Gießen)

Questions referred

1. Is the Agreement of 18 September 1998 between the Government of the Federal Republic of Germany and the European Central Bank (ECB) on the Headquarters of the ECB ('Headquarters Agreement') part of European Union law which takes precedence over national law or does it constitute an international treaty?

2. Must Article 15 of the Headquarters Agreement in conjunction with Article 36 of the Statute of the European System of Central Banks (ESCB) and the ECB be interpreted restrictively with the result that the applicability of German social security law conferring the benefit in question is excluded only where pursuant to the 'Conditions of Employment' the ECB confers a comparable social benefit on its staff?

If Question 2 is answered in the negative:

(a) Must the abovementioned provisions be interpreted as meaning that they preclude the application of a national provision which grants family benefits only on the basis of the territorial principle?

(b) Is the reasoning of the Court of Justice in Case C-352/06 *Bosmann* [2008] ECR I-3827, paragraphs 31 to 33, relevant to the application of the abovementioned provisions? Does Article 15 of the Headquarters Agreement in conjunction with Article 36 of the Statute of the ESCB and ECB not deprive the Federal Republic of Germany of the power to grant family benefits to employees of the ECB resident in Germany?

Action brought on 16 February 2011 — European Commission v Italian Republic

(Case C-68/11)

(2011/C 145/10)

Language of the case: Italian

Parties

Applicant: European Commission (represented by: A. Alcover San Pedro and S. Mortoni, acting as Agents)

Defendant: Italian Republic

Form of order sought

The applicant claims that the Court should:

— declare that, by exceeding for a number of consecutive years the limit values for PM_{10} particles in ambient air throughout Italian territory, the Italian Republic has failed to fulfil its obligations under Article 5(1) of Council Directive 1999/30/EC [1] of 22 April 1999 relating to limit values for sulphur dioxide, nitrogen dioxide and oxides of nitrogen, particulate matter and lead in ambient air (now Article 13(1) of Directive 2008/50/EC [2] of the European Parliament and of the Council of 21 May 2008 on ambient air quality and cleaner air for Europe;

— order the Italian Republic to pay the costs.

Pleas in law and main arguments

Under Article 5(1) of Directive 1999/30, Member States are to take the measures necessary to ensure that concentrations of PM_{10} in ambient air do not exceed the limit values laid down in Section I of Annex III to that directive as from the dates specified therein. The relevant date in the present context is 1 January 2005.

The assessment made by the Commission in the annual reports for the years 2005 to 2007 revealed that the limit values for PM_{10} particles had been exceeded in a great number of urban zones and agglomerations. Moreover, the most recent data forwarded by Italy, which relate to the year 2009, indicate that the exceeding of daily and/or annual limit values has continued in 70 zones at least.

It follows that Italy has failed to fulfil its obligations under Article 5(1) of Directive 1999/30 in terms both of zones and of years.

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[1] OJ 1999 L 163, p. 41.
[2] OJ 2008 L 152, p. 1.

Reference for a preliminary ruling from the Rechtbank van eerste aanleg te Brugge (Belgium), lodged on 16 February 2011 — Connoisseur Belgium BVBA v Belgische Staat

(Case C-69/11)

(2011/C 145/11)

Language of the case: Dutch

Referring court

Rechtbank van eerste aanleg te Brugge

Parties to the main proceedings

Applicant: Connoisseur Belgium BVBA

Defendant: Belgische Staat