It has not observed the principle that the general public perceives the mark as a whole and does not analyse its various details but — with respect to the earlier mark — has just taken one component and compared it with the younger mark.

In particular, it failed to take the circumstances of the present case fully into account, by disregarding the differences between the opposing signs, in particular the striking duplication of the element 'POLO' in the earlier mark. The single element 'POLO' does neither dominate the earlier mark 'POLO-POLO' nor does it have an independent distinctive role in the composite sign and the General Court has not even alleged such a function here.

Further, the earlier mark 'POLO-POLO' viewed as a whole does not have any meaning in any Community language. Therefore, no conceptional comparison can be made.

3. The General Court has not taken into consideration the principle that it is only if all the

other components of the mark are negligible that the assessment of the similarity can be carried out solely on the basis of one element.

4. The General Court's argumentation is contradictory and inconsistent in the following points:

The General Court on the one hand found that the elements 'U.S' and 'ASSN.' had no meaning as such. On the other hand, it pointed out that 'U.S.' would be perceived by the relevant public as referring to the geographical origin. Further, even if one assumed that some consumers might not understand the abbreviation 'ASSN.', consumers would have no reason to overlook or overhear it but — according to the principles laid down in the MATRA TZEN case — would all the more perceive it as a distinctive element.

([1]) OJ L 78, p. 1

Reference for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 8 July 2011 — Alexandra Schulz v Technische Werke Schussental GmbH und Co.KG

(Case C-359/11)

(2011/C 311/26)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Applicant: Alexandra Schulz

Defendant: Technische Werke Schussental GmbH und Co.KG

Question referred

Is Article 3(3) of, in conjunction with point (b) and/or (c) of Annex A to, Directive 2003/55/EC of the European Parliament and of the Council of 26 June 2003 concerning common rules for the internal market in natural gas and repealing Directive 98/30/EC ([1]) to be interpreted as meaning that a provision of national law on price variations in natural gas delivery contracts with domestic customers, who are supplied gas within the framework of the general duty to supply (standard-rate customers), satisfies the transparency requirements if, in that provision, the grounds, preconditions and scope of the price variation are not stipulated but customers are assured that gas suppliers will give them sufficient advance notice of any price increases and they have the right to terminate the contract if they are unwilling to accept the amended contractual terms and conditions as communicated?

([1]) OJ 1998 L 176, p. 57.

Reference for a preliminary ruling from the Oberlandesgericht Düsseldorf (Germany) lodged on 20 July 2011 — Piepenbrock Dienstleistungen GmbH & Co. KG v Kreis Düren

(Case C-386/11)

(2011/C 311/27)

Language of the case: German

Referring court

Oberlandesgericht Düsseldorf

Parties to the main proceedings

Applicant: Piepenbrock Dienstleistungen GmbH & Co. KG

Defendant: Kreis Düren

Other party to the proceedings: Stadt Düren

Question referred

Is a 'public contract' within the meaning of Article 1(2)(a) of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts ([1]) to be understood as also meaning a contract between two local authorities whereby one of them assigns strictly limited competence to the other in return for the reimbursement of costs, in particular where the task assigned concerns only ancillary business, not official activities as such?

([1]) OJ 2004 L 134, p. 114.