Operative part of the order

The combined nomenclature set out in Annex I to Council Regulation (EEC) No 2658/87 of 23 July 1987 on the tariff and statistical nomenclature and on the Common Customs Tariff, as amended, respectively by Commission Regulation (EC) No 1810/2004 of 7 September 2004, and by Commission Regulation (EC) No 1719/2005 of 27 October 2005, must be interpreted as meaning that network analysers such as those at issue in the main proceedings may be classified in the subheading 9030 40 90 of the combined nomenclature, as amended by Regulation No 1810/2004, or in the subheading 9030 40 00 of the combined nomenclature, as amended by Regulation No 1719/2005, according to the date of import, on condition that such apparatus have the purpose of measuring or checking electrical quantities, which is for the national court to establish. Otherwise, those apparatus must be classified in the subheading 9031 80 39 of the combined nomenclature, as amended by Regulation No 1810/2004, or in the subheading 9031 80 38 of the combined nomenclature, as amended by Regulation No 1719/2005, according to the date of import.

([1]) OJ C 226, 30.7.2011.

Reference for a preliminary ruling from the Gyulai Törvényszék (Hungary) lodged on 13 January 2012 — HERMES Hitel és Faktor Zrt. v Nemzeti Földalapkezelő Szervezet

(Case C-16/12)

(2012/C 126/06)

Language of the case: Hungarian

Referring court

Gyulai Törvényszék

Parties to the main proceedings

Applicant: HERMES Hitel és Faktor Zrt.

Defendant: Nemzeti Földalapkezelő Szervezet

Questions referred

1. Must the principles of legal certainty and protection of legitimate expectations, which are considered to be fundamental principles of European Union law, be interpreted as meaning that they preclude a Member State from adopting provisions which vary the content of a contract concluded by a Member State, in its capacity as proprietor, to the detriment of the other party to the contract, classifying the object of the contract as non-transferable and thereby preventing the other party from exercising the rights derived from the contract?

2. If the first question is answered in the affirmative, is the national court obliged, by the principle of sincere cooperation laid down by Article 4(3) of the Treaty on European Union and the case-law of the Court of Justice of the European Union, to disapply the domestic provision governing the legal position on non-transferability and declare the object of the contract transferable, contrary to the provisions of the national legislation?

Reference for a preliminary ruling from the Fővárosi Törvényszék (Hungary) lodged on 24 January 2012 — Körös-Vidéki Környezetvédelmi és Vízügyi Igazgatóság v Mezőgazdasági és Vidékfejlesztési Hivatal Központi Szerve

(Case C-33/12)

(2012/C 126/07)

Language of the case: Hungarian

Referring court

Fővárosi Törvényszék

Parties to the main proceedings

Applicant: Körös-Vidéki Környezetvédelmi és Vízügyi Igazgatóság

Defendant: Mezőgazdasági és Vidékfejlesztési Hivatal Központi Szerve

Question referred

In the case of use as permanent grassland, do dykes constitute utilised agricultural areas within the meaning of Article 143b(4) of Regulation (EC) No 1782/2003 ([1]) although their agricultural use is not the primary one but they are also used for water management and flood prevention purposes?

([1]) Council Regulation (EC) No 1782/2003 of 29 September 2003 establishing common rules for direct support schemes under the common agricultural policy and establishing certain support schemes for farmers and amending Regulations (EEC) No 2019/93, (EC) No 1452/2001, (EC) No 1453/2001, (EC) No 1454/2001, (EC) No 1868/94, (EC) No 1251/1999, (EC) No 1254/1999, (EC) No 1673/2000, (EEC) No 2358/71 and (EC) No 2529/2001 (OJ 2003 L 270, p. 1).

Reference for a preliminary ruling from the Szabolcs-Szatmár-Bereg Megyei Bíróság (Hungary) lodged on 26 January 2012 — Felső-Tisza-vidéki Környezetvédelmi és Vízügyi Igazgatóság v Mezőgazdasági és Vidékfejlesztési Hivatal Központi Szerve

(Case C-38/12)

(2012/C 126/08)

Language of the case: Hungarian

Referring court

Szabolcs-Szatmár-Bereg Megyei Bíróság

Parties to the main proceedings

Applicant: Felső-Tisza-vidéki Környezetvédelmi és Vízügyi Igazgatóság

Defendant: Mezőgazdasági és Vidékfejlesztési Hivatal Központi Szerve

Questions referred

1. Is Article 143b(4) and (5) of Council Regulation (EC) No 1782/2003 [1] to be interpreted as meaning that, for 2008, the sloping sides of dykes and embankments constructed in order to prevent flooding are excluded from the single area payment scheme (SAPS) financed by the European Agricultural Guarantee Fund, even in cases where, as at 30 June 2003 and thereafter, the pasture planted on it has been well kept, by being mown regularly and used for grazing, and constitutes area which is maintained in good agricultural condition?

2. Is Article 143b(4) and (5) of Council Regulation (EC) No 1782/2003 to be interpreted as meaning that areas that have a secondary agricultural use are excluded from single area payments?

[1] Council Regulation (EC) No 1782/2003 of 29 September 2003 establishing common rules for direct support schemes under the common agricultural policy and establishing certain support schemes for farmers and amending Regulations (EEC) No 2019/93, (EC) No 1452/2001, (EC) No 1453/2001, (EC) No 1454/2001, (EC) 1868/94, (EC) No 1251/1999, (EC) No 1254/1999, (EC) No 1673/2000, (EEC) No 2358/71 and (EC) No 2529/2001; (OJ 2003 L 270, p. 1).

Reference for a preliminary ruling from the Hoge Raad der Nederlanden (Netherlands) lodged on 8 February 2012 — A. Schlecker, trading under the name, 'Firma Anton Schlecker', other party: M.J. Boedeker

(Case C-64/12)

(2012/C 126/09)

Language of the case: Dutch

Referring court

Hoge Raad der Nederlanden

Parties to the main proceedings

Applicant: A. Schlecker, trading under the name, 'Firma Anton Schlecker'

Defendant: M.J. Boedeker

Questions referred

1. Should Article 6(2) [1] of the Convention on the law applicable to contractual obligations be interpreted in such a way that, if an employee carries out the work in performance of the contract not only habitually but also for a lengthy period and without interruption in the same country, the law of that country should be applied in all cases, even if all other circumstances point to a close connection between the employment contract and another country?

2. Does an affirmative answer to Question 1 require that the employer and the employee, when concluding the contract of employment, or at least at the commencement of the work, intended, or at least were aware of the fact, that the work would be carried out over a long period and without interruption in the same country?

[1] Convention on the law applicable to contractual obligations, opened for signature in Rome on 19 June 1980 (OJ 1980 L 266, p. 1).

Reference for a preliminary ruling from the Hoge Raad der Nederlanden (Netherlands) lodged on 8 February 2012 — Leidseplein Beheer B.V. and Others, other parties: Red Bull GmbH and Others

(Case C-65/12)

(2012/C 126/10)

Language of the case: Dutch

Referring court

Hoge Raad der Nederlanden

Parties to the main proceedings

Applicant: Leidseplein Beheer B.V.

H.J.M de Vries

Defendants: Red Bull GmbH

Red Bull Nederland B.V.

Question referred

Is Article 5(2) of Directive 89/104/EEC [1] to be interpreted as meaning that there can be due cause within the meaning of that provision also where the sign that is identical or similar to the trade mark with a reputation was already being used in good faith by the third party/parties concerned before that trade mark was filed?

[1] First Council Directive 89/104/EEC of 21 December 1988 to approximate the laws of the Member States relating to trade marks (OJ 1989 L 40, p. 1).