

Judgment of the Court (Fifth Chamber) of 5 March 2015 — European Commission v Versalis SpA, formerly Polimeri Europa SpA, Eni SpA and Versalis SpA, formerly Polimeri Europa SpA, Eni SpA v European Commission

(Joined Cases C-93/13 P and C-123/13 P) ⁽¹⁾

(Appeal — Competition — Agreements, decisions and concerted practices — Chloroprene rubber market — Succession of production entities — Imputability of the unlawful conduct — Fines — Repeated infringement — Unlimited jurisdiction)

(2015/C 138/03)

Language of the case: Italian

Parties

(C-93/13 P)

Appellant: European Commission (represented by: V. Di Bucci, G. Conte and R. Striani, acting as Agents)

Other parties to the proceedings: Versalis SpA, formerly Polimeri Europa SpA, Eni SpA (represented by: M. Siragusa, G. M. Roberti, F. Moretti, I. Perego, F. Cannizzaro, A. Bardanzellu, D. Durante, and V. Laroccia, avvocati)

(C-123/13 P)

Appellants: Versalis SpA, formerly Polimeri Europa SpA, Eni SpA (represented by: M. Siragusa, G.M. Roberti, F. Moretti, I. Perego, F. Cannizzaro, A. Bardanzellu, D. Durante, and V. Laroccia, avvocati)

Other party to the proceedings: European Commission (represented by: V. Di Bucci, G. Conte and R. Striani, acting as Agents)

Operative part of the judgment

The Court:

- 1) *Rejects the appeals in Cases C-93/13 P and C-123/13 P;*
- 2) *Orders the European Commission to pay the costs relating to the appeal in Case C-93/13 P;*
- 3) *Orders Versalis SpA and Eni SpA to pay the costs relating to the appeal in Case C-123/13 P.*

⁽¹⁾ OJ C 114, 20.4.2013.
OJ C 147, 25.5.2013.

Judgment of the Court (Ninth Chamber) of 26 February 2015 (request for a preliminary ruling from the Tribunalul Specializat Cluj — Romania) — Bogdan Matei, Ioana Ofelia Matei v SC Volksbank România SA

(Case C-143/13) ⁽¹⁾

(Directive 93/13/EEC — Unfair terms in contracts concluded between a seller or supplier and a consumer — Article 4(2) — Assessment of the unfairness of contractual terms — Exclusion of terms relating to the main subject-matter of the contract or the adequacy of the price and remuneration as long as they are in plain intelligible language — Terms including a ‘risk charge’ charged by the lender and authorising it, under certain conditions, unilaterally to alter the interest rate)

(2015/C 138/04)

Language of the case: Romanian

Referring court

Tribunalul Specializat Cluj

Parties to the main proceedings

Applicants: Bogdan Matei, Ioana Ofelia Matei

Defendant: SC Volksbank România SA

Operative part of the judgment

Article 4(2) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as meaning that, in circumstances such as those at issue in the main proceedings, ‘main subject-matter of the contract’ and ‘adequacy of the price and remuneration, on the one hand, as against the services or goods supplies in exchange, on the other’ do not, in principle, cover the types of terms in the credit agreements concluded between a professional and consumers such as those at issue in the main proceedings, which, on one hand, allow, under certain conditions, the lender unilaterally to alter the interest rate and, on the other hand, provide for a ‘risk charge’ applied by the lender. However, it is for the referring court to verify that classification of those contractual terms having regard to the nature, general scheme and stipulations of the agreements concerned and the legal and factual context of which they form part.

⁽¹⁾ OJ C 171, 15.6.2013.

Judgment of the Court (First Chamber) of 26 February 2015 (requests for a preliminary ruling from the Hoge Raad der Nederlanden — Netherlands) — VDP Dental Laboratory NV v Staatssecretaris van Financiën (C-144/13), Staatssecretaris van Financiën v X BV (C-154/13), Nobel Biocare Nederland BV (C-160/13)

(Joined Cases C-144/13, C-154/13 and C-160/13) ⁽¹⁾

(Reference for a preliminary ruling — Value added tax — Deductions — Exemptions — Supplies of dental prostheses)

(2015/C 138/05)

Language of the case: Dutch

Referring court

Hoge Raad der Nederlanden

Parties to the main proceedings

Applicants: VDP Dental Laboratory NV (C-144/13), Staatssecretaris van Financiën (C-154/13, C-160/13)

Defendants: Staatssecretaris van Financiën (C-144/13), X BV (C-154/13), Nobel Biocare Nederland BV (C-160/13)

Operative part of the judgment

- 1) Article 168 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, as amended by Council Directive 2007/75/EC of 20 December 2007, must be interpreted as meaning that, where the exemption from value added tax provided for by national law is incompatible with Directive 2006/112, as amended by Directive 2007/75, Article 168 does not permit a taxable person both to benefit from that exemption and to exercise the right to deduct tax.
- 2) Article 140(a) and (b) and Article 143(a) of Directive 2006/112, as amended by Directive 2007/75, must be interpreted as meaning that the exemption from value added tax for which they provide applies to the intra-Community acquisition and the final importation of dental prostheses supplied by dentists and dental technicians where the Member State of the supply or importation has not implemented the transitional rules provided for in Article 370 of Directive 2006/112, as amended by Directive 2007/75.