

Operative part of the judgment

- 1) Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees must be interpreted as meaning that a national court before which an action relating to a contract which may be covered by that directive has been brought, is required to determine whether the purchaser may be classified as a consumer within the meaning of that directive, even if the purchaser has not relied on that status, as soon as that court has at its disposal the matters of law and of fact that are necessary for that purpose or may have them at its disposal simply by making a request for clarification.
- 2) Article 5(3) of Directive 1999/44 must be interpreted as meaning that it must be regarded as a provision of equal standing to a national rule which ranks, within the domestic legal system, as a rule of public policy and that the national court must of its own motion apply any provision which transposes it into domestic law.
- 3) Article 5(2) of Directive 1999/44 must be interpreted as not precluding a national rule which provides that the consumer, in order to benefit from the rights which he derives from that directive, must inform the seller of the lack of conformity in good time, provided that that consumer has a period of not less than two months from the date on which he detected that lack of conformity to give that notification, that the notification to be given relates only to the existence of that lack of conformity and that it is not subject to rules of evidence which would make it impossible or excessively difficult for the consumer to exercise his rights.
- 4) Article 5(3) of Directive 1999/44 must be interpreted as meaning that the rule that the lack of conformity is presumed to have existed at the time of delivery of the goods
 - applies if the consumer furnishes evidence that the goods sold are not in conformity with the contract and that the lack of conformity in question became apparent, that is to say, became physically apparent, within six months of delivery of the goods. The consumer is not required to prove the cause of that lack of conformity or to establish that its origin is attributable to the seller;
 - may be discounted only if the seller proves to the requisite legal standard that the cause or origin of that lack of conformity lies in circumstances which arose after the delivery of the goods.

⁽¹⁾ OJ C 367, 14.12.2013.

Judgment of the Court (Fourth Chamber) of 13 May 2015 (request for a preliminary ruling from the Bundesgerichtshof — Germany) — *Dimensione Direct Sales Srl, Michele Labianca v Knoll International SpA*

(Case C-516/13) ⁽¹⁾

(Reference for a preliminary ruling — Copyright — Directive 2001/29/EC — Article 4(1) — Distribution right — Concept of ‘distribution to the public’ — Offer for sale and advertising by a trader of a Member State on its website, by direct mail and in the press in another Member State — Reproductions of protected furniture for sale without the consent of the holder of the exclusive distribution right — Offer or advertising not leading to the purchase of the original or copies of a protected work)

(2015/C 236/09)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Applicants: *Dimensione Direct Sales Srl, Michele Labianca*

Defendant: Knoll International SpA

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Article 4(1) of Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society must be interpreted as meaning that it allows a holder of an exclusive right to distribute a protected work to prevent an offer for sale or a targeted advertisement of the original or a copy of that work, even if it is not established that that advertisement gave rise to the purchase of the protected work by an EU buyer, in so far as that advertisement invites consumers of the Member State in which that work is protected by copyright to purchase it.

⁽¹⁾ OJ C 367, 14.12.2013.

Judgment of the Court (Grand Chamber) of 13 May 2015 (request for a preliminary ruling from the Lietuvos Aukščiausiasis Teismas (Lithuania)) — ‘Gazprom’ OAO

(Case C-536/13) ⁽¹⁾

(Reference for a preliminary ruling — Area of freedom, security and justice — Judicial cooperation in civil matters — Regulation (EC) No 44/2001 — Scope — Arbitration — Not included — Recognition and enforcement of foreign arbitral awards — Order issued by an arbitral tribunal having its seat in a Member State — Order that proceedings not be brought or continued before a court of another Member State — Power of the courts of a Member State to refuse to recognise the arbitral award — New York Convention)

(2015/C 236/10)

Language of the case: Lithuanian

Referring court

Lietuvos Aukščiausiasis Teismas

Party to the main proceedings

Applicant: ‘Gazprom’ OAO

Interested party: Lietuvos Respublika

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Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters must be interpreted as not precluding a court of a Member State from recognising and enforcing, or from refusing to recognise and enforce, an arbitral award prohibiting a party from bringing certain claims before a court of that Member State, since that regulation does not govern the recognition and enforcement, in a Member State, of an arbitral award issued by an arbitral tribunal in another Member State.

⁽¹⁾ OJ C 377, 21.12.2013.