

4. If the answer to question 3 is yes:

Must the national court in such circumstances stay its proceedings until the conclusion of the formal State aid investigation procedure?

Request for a preliminary ruling from the Juzgado de Primera Instancia No 17 de Palma de Mallorca (Spain) lodged on 11 March 2013 — Banco de Valencia SA v Joaquin Valdeperas Tortosa, María Ángeles Miret Jaume

(Case C-116/13)

(2013/C 171/18)

Language of the case: Spanish

Referring court

Juzgado de Primera Instancia No 17 de Palma de Mallorca

Parties to the main proceedings

Applicant: Banco de Valencia SA

Defendant: Joaquin Valdeperas Tortosa, María Ángeles Miret Jaume

Questions referred

- Does the Spanish mortgage enforcement process comply with Article 7 of Directive 93/13/EEC, ⁽¹⁾ in so far as it does not accept, as a precondition for deciding whether or not to order enforcement, judicial review of the court's own motion of a clause for acceleration of the loan, at the request of the bank alone, which is considered unfair in itself and in the specific way it is applied to this case, that clause being indispensable for making that privileged means of enforcement available to a professional lender?
- Again having regard to Article 7 of Directive 93/13/EEC, what must be the scope of the court's intervention regarding that clause when it has to direct that enforcement is to take place in the mortgage enforcement process?
- Can a contractual clause which enables the lending financial institution unilaterally to cancel the loan agreement on totally objective grounds, some of which have no connection with the loan agreement itself and, in the circumstances at issue in these proceedings, because of the failure to pay four monthly mortgage instalments, be regarded as unfair, both in itself and in the manner in which it is specifically applied to this case, in the light of Article 3(1) and (3) of Directive 93/13/EEC and points 1(e) and (g) and 2(a) of the annex thereto?

⁽¹⁾ Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

Request for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 14 March 2013 — Technische Universität Darmstadt v Eugen Ulmer KG

(Case C-117/13)

(2013/C 171/19)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Applicant: Technische Universität Darmstadt

Defendant: Eugen Ulmer KG

Questions referred

- Is use subject to purchase or licensing terms within the meaning of Article 5(3)(n) of Directive 2001/29/EC ⁽¹⁾ where the rightholder offers to conclude with the establishments referred to therein licensing agreements for the use of works on appropriate terms?
- Does Article 5(3)(n) of Directive 2001/29/EC entitle the Member States to confer on the establishments the right to digitise the works contained in their collections, if that is necessary in order to make those works available on terminals?
- May the rights which the Member States lay down pursuant to Article 5(3)(n) of Directive 2001/29/EC go so far as to enable users of the terminals to print out on paper or store on a USB stick the works made available there?

⁽¹⁾ 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 (OJ 2001 L 167, p. 10).

Request for a preliminary ruling from the Landesarbeitsgericht Hamm (Germany) lodged on 14 March 2013 — Gülay Bollacke v K + K Klaas & Kock B.V. & Co. KG

(Case C-118/13)

(2013/C 171/20)

Language of the case: German

Referring court

Landesarbeitsgericht Hamm

Parties to the main proceedings

Applicant: Gülay Bollacke

Defendant: K + K Klaas & Kock B.V. & Co. KG

Questions referred

1. Is Article 7(1) of Directive 2003/88/EC⁽¹⁾ to be interpreted as precluding national legislation or practice according to which the entitlement to a minimum period of paid annual leave is lost in its entirety on the death of the worker, namely not only the entitlement to release from the obligation to work, which can no longer be implemented, but also the entitlement to payment of remuneration in respect of annual leave?
2. Is Article 7(2) of Directive 2003/88/EG to be interpreted as meaning that the entitlement to an allowance in lieu of a minimum period of paid annual leave on termination of the employment relationship attaches to the person of the worker in such a way that that entitlement accrues only to him, in order to enable him to realise at a later date the purposes of rest and leisure associated with the granting of paid annual leave?
3. Is Article 7(1) of Directive 2003/88/EC to be interpreted as meaning that, having regard to the protection of the safety and health of workers, the employer is obliged, when organising working time, actually to grant the worker leave by the end of the calendar year or, at the latest, by the end of a carry over period applicable to the employment relationship, regardless of whether or not the worker has submitted an application for leave?

⁽¹⁾ Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time (OJ 2003 L 299, p. 9).

Request for a preliminary ruling from the Tribunal da Relação de Lisboa (Portugal) lodged on 18 March 2013 — Cruz & Companhia Lda v IFAP — Instituto de Financiamento da Agricultura e Pescas, IP and Others

(Case C-128/13)

(2013/C 171/21)

Language of the case: Portuguese

Referring court

Tribunal da Relação de Lisboa

Parties to the main proceedings

Applicant: Cruz & Companhia Lda

Defendants: IFAP — Instituto de Financiamento da Agricultura e Pescas, IP and Caixa Central — Caixa Central de Crédito Agrícola Mútuo, CRL

Questions referred

The Court of Justice of the European Union is requested to give a preliminary ruling, in the light of the arguments of the parties, on the interpretation to be given to Article 4(1) of Commission Regulation (EEC) No 3665/87 of 27 November 1987⁽¹⁾ and Article 19(1)(a) of Commission Regulation (EEC) No 2220/85 of 22 July 1985,⁽²⁾ in relation to the ‘release’ of the security provided in the context of Article 22(1) of Commission Regulation (EEC) No 3665/87.

⁽¹⁾ Commission Regulation (EEC) No 3665/87 of 27 November 1987 laying down common detailed rules for the application of the system of export refunds on agricultural products (OJ 1987 L 351, p. 1).

⁽²⁾ Commission Regulation (EEC) No 2220/85 of 22 July 1985 laying down common detailed rules for the application of the system of securities for agricultural products (OJ 1985 L 205, p. 5).

Request for a preliminary ruling from the Hoge Raad der Nederlanden (Netherlands) lodged on 18 March 2013 — Kamino International Logistics BV, other party: Staatssecretaris van Financiën

(Case C-129/13)

(2013/C 171/22)

Language of the case: Dutch

Referring court

Hoge Raad der Nederlanden

Parties to the main proceedings

Appellant: Kamino International Logistics BV

Respondent: Staatssecretaris van Financiën

Questions referred

1. Does the European law principle of respect for the rights of the defence by the authorities lend itself to direct application by the national courts?
2. If the answer to Question 1 is in the affirmative:
 - (a) must the European law principle of respect for the rights of the defence by the authorities be interpreted to mean that the principle was infringed when the addressee of an intended decision was not given a hearing before the authorities adopted a measure which adversely affected it but was given the opportunity to be heard in a subsequent (objection) phase, which precedes access to the national courts?