

2. Is the Second Transitional Provision of Law 1/2013 of 14 May 2013 nothing more than a clear limitation on the protection of consumer interests, by implicitly imposing upon the court the obligation to moderate a default-interest clause which is tainted by unfairness, recalculating the stipulated interest and maintaining in force a stipulation which was unfair, instead of declaring the clause to be void and not binding upon the consumer?
3. Does the Second Transitional Provision of Law 1/2013 of 14 May 2013 contravene Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, and in particular Article 6(1) thereof, by preventing application of the principles of equivalence and effectiveness in relation to consumer protection and avoiding application of the penalty of nullity and lack of binding force in respect of default-interest clauses tainted by unfairness and stipulated in mortgage loans entered into prior to the entry into force of Law 1/2013 of 14 May 2013?

⁽¹⁾ OJ 1993 L 95, p. 29.

Request for a preliminary ruling from the Vergabekammer Arnsberg (Germany) lodged on 22 October 2013 — Bundesdruckerei GmbH v Stadt Dortmund

(Case C-549/13)

(2014/C 24/04)

Language of the case: German

Referring court

Vergabekammer Arnsberg

Parties to the main proceedings

Applicant: Bundesdruckerei GmbH

Defendant: Stadt Dortmund

Question referred

Do Article 56 TFEU and Article 3(1) of Directive 96/71/EC ⁽¹⁾ preclude national legislation and/or a procurement condition of a public contracting authority according to which a tenderer who wants to obtain a or the advertised public contract must (1) undertake to pay the staff appointed to carry out the contract a standard or minimum wage fixed in the legislation, and (2) impose the same obligation on an appointed or prospective subcontractor and submit a corresponding undertaking of the subcontractor to the contracting authority, where (a) the legislation provides for such an obligation only for the procurement of public contracts but not also for the award

of private contracts, and (b) the subcontractor is resident in another EU Member State and the employees of the subcontractor carry out the services covered by the contract exclusively in the subcontractor's home country?

⁽¹⁾ Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in the framework of the provision of services (OJ 1997 L 18, p. 1).

Request for a preliminary ruling from the Juzgado Contencioso-Administrativo nº 6 de Bilbao (Spain) lodged on 25 October 2013 — Grupo Hospitalario Quirón S.A. v Departamento de Sanidad del Gobierno Vasco

(Case C-552/13)

(2014/C 24/05)

Language of the case: Spanish

Referring court

Juzgado Contencioso-Administrativo nº 6 de Bilbao

Parties to the main proceedings

Applicant: Grupo Hospitalario Quirón S.A.

Defendant: Departamento de Sanidad del Gobierno Vasco

Co-defendant: Instituto de Religiosas Siervas de Jesús de la Caridad

Question referred

Is the requirement, included in public contracts for the management of public health-care services, that the provision of health services which is the subject-matter of such contracts be carried out ONLY in a determined municipality, which is not necessarily the municipality in which the patients reside, compatible with European Union law?

Request for a preliminary ruling from the Lietuvos Aukščiausiasis Teismas (Lithuania) lodged on 28 October 2013 — UAB 'Litaksa' v 'BTA Insurance Company' SE

(Case C-556/13)

(2014/C 24/06)

Language of the case: Lithuanian

Referring court

Lietuvos Aukščiausiasis Teismas