— declare that the applicant's latter head of claim is limited provisionally to 1 EUR from an amount of EUR 82 378,81, subject to increase or decrease during the proceedings, and subject to compensatory interest, at the very least the applicable interest rate agreed in the contract, namely 3,65 %;

— order the other party to pay the costs.

Pleas in law and main arguments

In support of the action, the applicants rely on three pleas in law.

1. First plea in law, alleging breach of contractual obligations, the obligation to state reasons, the rights of the defence, the general principle of the duty of care and of proportionality, misuse of powers, breach of the obligation to act dutifully and in good faith in the performance of the contracts, breach of Article II.19.3 of the 'grant agreement' and breach of the general principle of the protection of legitimate expectations and the general rules on the interpretation of contracts, in so far as the decision requiring repayment of a part of the amount paid to the ECFA is based only on the results of the audit, without any other justification.

2. Second plea in law, alleging breach of the *audi alteram partem* rule and of the rights of the defence, of Article 41 of the Charter of Fundamental Rights of the European Union, the general principle of the protection of legitimate expectations and the general rules on the interpretation of contracts, in so far as the ECFA was not invited again to submit the documents in order to establish the eligibility of the contested costs even though the applicant was led to believe that it could do so at a later stage of the procedure;

3. Third plea in law, alleging breach of contractual obligations, the obligation to state reasons, the rights of the defence, the general principle of the duty of care and of proportionality, misuse of powers, breach of the obligation to act dutifully and in good faith in the performance of the contracts and breach of the terms of the contract governing the subsidy contract entered into and, more specifically, breach of Article II.14 of the 'grant agreement', the general principles governing audits, the principle of the performance in good faith of the contracts and the prohibition on the unfair application of contractual terms and of the general principle of the protection of legitimate expectations and of the general rules on the interpretation of contracts.

The applicants claim that the defendants assume the right to interpret the contract in question as they see fit and without complying with the express provisions laying down the obligation to subsidise the services actually rendered and the eligible costs.

Action brought on 26 September 2014 — Novar v OHIM

(Case T-726/14)

(2015/C 007/44)

Language of the case: German

Parties

Applicant: Novar GmbH (Albstadt, Germany) (represented by: R. Weede, lawyer)

Defendant: Office for Harmonisation in the Internal Market (Trade Marks and Designs)

Form of order sought

The applicant claims that the Court should:

— order the defendant Office to pay EUR 2 498,00 plus interest in the amount of 5 percentage points over the base rate for the period since the legal proceedings began;

— order the defendant Office to pay the costs, including the costs of representing the applicant in the proceedings.

Pleas in law and main arguments

In support of the action, the applicant relies on one plea in law.

Plea in law: Non-contractual liability in accordance with Article 118(3) of Regulation No 207/2009

The applicant asserts that there has been a sufficiently serious breach of a rule of law intended to confer rights on individuals and that there is a causal link between action and damage. The applicant argues that the unlawful action resides in the decision of 14 May 2013 rejecting the opposition. A sufficiently serious breach of law exists because, in the opposition decision of 14 May 2013, the Office assumed — contrary to the information contained in the letter of 22 June 2012 regarding the documents to be submitted in trade mark opposition proceedings B002027251 for the substantiation of earlier rights — additional requirements for proving the earlier rights and for that reason failed to take account of the applicant's earlier rights. That infringement was the cause of the additional legal costs required to be incurred by the applicant in the context of the appeal against the decision of 14 May 2013, which was remedied by the decision of the Opposition Division of 17 October 2013.

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Action brought on 16 October 2014 — PAN Europe and Unaapi v Commission

(Case T-729/14)

(2015/C 007/45)

Language of the case: English

Parties

Applicants: Pesticide Action Network Europe (PAN Europe) (Brussels, Belgium); and Unione nazionale associazioni apicoltori italiani (Unaapi) (Castel San Pietro Terme, Italy) (represented by: B. Kloostra, lawyer)

Defendant: European Commission

Form of order sought

The applicants claim that the Court should:

— annul the decision of the Commission of 5 August 2014, Ares(2014)2589479, notified to the applicants' representative on 6 August 2014 (the contested decision) in response to the applicants' request of 10 January 2013 under Article 6(2) of Regulation (EC) No 396/2005 [1] (MRLs Regulation) to lower the Maximum Residue Levels (MRLs) for the active substance imidacloprid for honey, pollen and royal jelly; and

— order the Commission to pay the costs of the proceedings.

Pleas in law and main arguments

In support of the action, the applicants rely on one plea in law, alleging that by adopting the contested decision the Commission acted not in conformity with the MRLs Regulation, in particular with Article 3 and/or in combination with Article 14(1) and (2)(a), (c) and (d) of the MLRs Regulation, and thus acted illegally.

— The applicants argue that the MRLs Regulation prescribes that animal health should be taken into account by the Commission when deciding on applications under Article 7 of the MRLs Regulation to set or modify an MRL. The Commission thus unlawfully decided to not grant the applicants' request of the lowering of MRLs for imidacloprid.