

Operative part of the judgment

Article 47 of the Charter of Fundamental Rights of the European Union and the principles of equivalence and effectiveness must be interpreted as not precluding legislation such as that at issue in the main proceedings which exempts legal persons governed by public law from judicial stamping fees when they lodge an objection to the enforcement of a judicial decision relating to the repayment of taxes levied in breach of EU law and exempts those persons from the obligation to lodge a security at the time of bringing an application for a stay of such enforcement proceedings, while the applications submitted by legal and natural persons governed by private law in the context of such procedures remain, in principle, subject to court costs.

⁽¹⁾ OJ C 245, 27.7.2015.

Judgment of the Court (Eighth Chamber) of 7 July 2016 — Republic of Poland v European Commission

(Case C-210/15 P) ⁽¹⁾

(Appeal — EAGGF and EAFRD — Expenditure excluded from EU financing — Regulations (EC) No 1257/1999 and No 1698/2005 — Early retirement of farmers and farm workers — Definitive cessation of all commercial farming activity)

(2016/C 335/26)

Language of the case: Polish

Parties

Appellant: Republic of Poland (represented by: B. Majczyna, acting as Agent)

Other party to the proceedings: European Commission (represented by: A. Szmytkowska and D. Triantafyllou, acting as Agents)

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The Court:

1. Dismisses the appeal;
2. Orders the Republic of Poland to pay the costs.

⁽¹⁾ OJ C 236, 20.7.2015.

Judgment of the Court (Second Chamber) of 7 July 2016 (request for a preliminary ruling from the Pécsi Törvényszék — Hungary) — Hószig Kft. v Alstom Power Thermal Services

(Case C-222/15) ⁽¹⁾

(Reference for a preliminary ruling — Jurisdiction clause — Judicial cooperation in civil matters — Jurisdiction and the enforcement of judgments in civil and commercial matters — Regulation (EC) No 44/2001 — Article 23 — Clause inserted in the general conditions — Consent of the parties to those conditions — Validity and precision of such a clause)

(2016/C 335/27)

Language of the case: Hungary

Referring court

Pécsi Törvényszék

Parties to the main proceedings

Applicant: Hőszig Kft.

Defendant: Alstom Power Thermal Services,

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Article 23(1) of 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 meaning that a jurisdiction clause, such as that at issue in the main proceedings, which, first, is set out in the client's general terms and conditions, referred to in the instruments witnessing the contracts between those parties and forwarded upon their conclusion, and, secondly, designates as courts with jurisdiction those of a city of a Member State, meets the requirements of that provision relating to the consent of the parties and the precision of the content of such a clause.

⁽¹⁾ OJ C 245, 27.7.2015.

Judgment of the Court (Second Chamber) of 14 July 2016 (request for a preliminary ruling from the Rechtbank Den Haag — Netherlands) — Brite Strike Technologies Inc. v Brite Strike Technologies SA (Case C-230/15) ⁽¹⁾

(Reference for a preliminary ruling — Judicial cooperation in civil matters — Regulation (EC) No 44/2001 — Article 22(4) — Jurisdiction in intellectual property disputes — Article 71 — Conventions concluded by the Member States on particular matters — Benelux Convention on Intellectual Property — Jurisdiction in disputes concerning Benelux trade marks and designs — Article 350 TFEU)

(2016/C 335/28)

Language of the case: Dutch

Referring court

Rechtbank Den Haag

Parties to the main proceedings

Applicant: Brite Strike Technologies Inc.

Defendant: Brite Strike Technologies SA

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Article 71 of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, read in the light of Article 350 TFEU, does not preclude the application to those disputes of the rule of jurisdiction for disputes relating to Benelux trademarks and designs, laid down in Article 4.6 of the Benelux Convention on Intellectual Property (Trade Marks and Designs) of 25 February 2005, signed in The Hague by the Kingdom of Belgium, the Grand Duchy of Luxembourg and the Kingdom of the Netherlands.

⁽¹⁾ OJ C 254, 3.8.2015.
