5.6. Taking account of the fact that the national case-law or legislation establishes, or may establish, that, in the case of foreign currency based loan agreements, the consumer may borrow in foreign currencies because of a more favourable interest rate during the period concerned as compared with loans denominated in Hungarian forint, in consideration for which he alone bears the risks of a fluctuation of the exchange rate; taking into account, in addition, that the relevant national legislation provides for a detailed written presentation of the risk and not a mere statement of the existence of the risk and its allocation; and since, moreover, according to paragraph 74 of the judgment delivered by the Court of Justice of the European Union in Case C-26/13, the seller or supplier may be required not only to render the risk identifiable for the consumer, but also to ensure that the consumer is able to assess that risk, is it permissible to characterise as fair, in that it is drafted in a clear and understandable manner, having regard to its financial consequences, a term which places the currency risk on the consumer (a term used as a standard contractual term by the seller or supplier and which was not individually negotiated) and which was drafted in fulfilment of a legal obligation to provide information, necessarily of general application, where that term does not contain an express warning indicating (for example explicitly and quantified by a set of data relating to a past period at least as long as that of the consumer's commitment) the amount of profits foreseeable as regards interest in the event that the BUBOR is applied in the case of loans denominated in Hungarian forints and the LIBOR or the EURIBOR in the case of loans denominated in a foreign currency?

6. For the purposes of assessing the unfairness of a contractual term which allocates the currency risk to the consumer (a term used as a standard contractual term by the seller or supplier and which was not individually negotiated) and which was drafted in fulfilment of a legal obligation to provide information, necessarily of general application, how should the burden of proof be allocated between the consumer and the seller or supplier in order to assess whether the consumer actually had the opportunity, before the conclusion of the loan agreement, to become acquainted with the term in question to which he was irrevocably bound (Article 3(3) of Directive 93/13/EEC and point 1(i) of the annex)?

7. Must it be considered that, in foreign currency based loan agreements — that is to say, for the purposes of transactions in relation to services whose price is linked to fluctuations in an exchange rate on the monetary markets — credit institutions which conclude agreements with a consumer using their own foreign currency exchange rates are sellers or suppliers who do not control the price fluctuations within the meaning of point 2(c) of the annex to Directive 93/13/EEC?

(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 Županijski sud u Zagrebu (Croatia) lodged on 18 May 2017 — Ured za suzbijanje korupcije i organiziranog kriminaliteta v AY

(Case C-268/17)

(2017/C 256/08)

Language of the case: Croatian

Referring court

Županijski sud u Zagrebu

Parties to the main proceedings

Applicant: Ured za suzbijanje korupcije i organiziranog kriminaliteta

Defendant: AY

Questions referred

1. Is Article 4(3) of Framework Decision 2002/584/JHA to be interpreted as meaning that the decision not to prosecute for an offence on which a European arrest warrant is based or to halt proceedings relates only to the offence on which the European arrest warrant is based or is that provision to be understood as meaning that the cessation or discontinuation of proceedings must also concern the requested person as the suspect/accused in those proceedings?

2. May a Member State refuse, pursuant to Article 4(3) of Framework Decision 2002/584/JHA, to execute a European arrest warrant which has been issued when the judicial authority of the other Member State has decided either not to prosecute for the offence on which the European arrest warrant is based or to halt proceedings where the requested person had the status of a witness and not of a suspect/accused in the proceedings?

3. Does the decision to terminate an investigation in which the requested person did not have the status of a suspect but was interviewed as a witness constitute, for the other Member States, a ground not to act on the European arrest warrant which has been issued in accordance with Article 3(2) of Framework Decision 2002/584/JHA?

4. What is the link between the mandatory ground for refusal of surrender laid down in Article 3(2) of the Framework Decision, where 'the executing judicial authority is informed that the requested person has been finally judged by a Member State in respect of the same acts', and the optional ground for refusal of surrender laid down in Article 4(3) of the Framework Decision, where 'a final judgment has been passed upon the requested person in a Member State, in respect of the same acts, which prevents further proceedings'?

5. Is Article 1(2) of Framework Decision 2002/584/JHA to be interpreted as meaning that the executing State is required to adopt a decision on any European arrest warrant communicated to it, even where it has already taken a decision on a previous European arrest warrant issued by the other judicial authority against the same requested person in the same criminal proceedings and where the new European arrest warrant is issued because of a change in circumstances in the State issuing the European arrest warrant (decision to refer — initiation of criminal proceedings, stricter evidential criteria relating to the commission of the offence, new competent judicial authority/court)?

Request for a preliminary ruling from the Conseil d'État (France) lodged on 19 May 2017 — Fédération des fabricants de cigares and Others v Premier ministre, Ministre des Affaires sociales et de la Santé

(Case C-288/17)

(2017/C 256/09)

Language of the case: French

Referring court

Conseil d'État

Parties to the main proceedings

Applicants: Fédération des fabricants de cigares, Coprova, E-Labo France, Smakq développement, Société nationale d'exploitation industrielle des tabacs et allumettes (SEITA), British American Tobacco France

Defendants: Premier ministre, Ministre des Affaires sociales et de la Santé

Interveners: Société J. Cortès France, Scandinavian Tobacco Group France, Villiger France

Questions referred

1. Must Article 13(1) and (3) of Directive 2014/40/EU of the European Parliament and of the Council of 3 April 2014 ([1]) be interpreted as prohibiting the use, on unit packets, outside packaging and tobacco products, of any brand name calling to mind certain qualities, however well-known it is?

2. Depending on the interpretation to be given to Article 13(1) and (3) of the directive, do those provisions, in so far as they apply to names and trade marks, comply with the right to property, freedom of expression, the freedom to conduct a business and the principles of proportionality and legal certainty?