

2. Article 107(1) TFEU must be interpreted as meaning that, when distribution and transport system operators receive monies intended to finance public interest services in the electricity sector in order to offset the losses sustained by reason of the obligation to purchase electricity at a fixed rate from certain electricity producers and to balance it out, that compensation constitutes an advantage, within the meaning of that provision, granted to the electricity producers.
3. Article 107(1) TFEU must be interpreted as meaning that, in circumstances such as those in the main proceedings, funds, such as the monies intended for certain providers of public interest services in the electricity sector, must be regarded as conferring a selective advantage, within the meaning of that provision, on those providers and must be regarded as liable to affect trade between Member States.
4. Article 107(1) TFEU must be interpreted as meaning that a State measure, such as the regime of public interest services in the electricity sector, must not be regarded as compensation for services provided by the recipient undertakings in order to discharge public service obligations, within the meaning of the judgment of 24 July 2003, *Altmark Trans and Regierungspräsidium Magdeburg* (C-280/00, EU:C:2003:415), unless the referring court establishes that any one of the public interest services in the electricity sector does in fact meet the four conditions set out in paragraphs 88 to 93 of that judgment.
5. Article 107(1) TFEU must be interpreted as meaning that a State measure, such as the regime relating to the provision of public interest services in the electricity sector, must be regarded as distorting or liable to distort competition.

(¹) OJ C 94, 12.3.2018.

**Judgment of the Court (First Chamber) of 23 May 2019 (request for a preliminary ruling from the
Amtsgericht Norderstedt- Germany) — Christian Füllä v Toolport GmbH**

(Case C-52/18) (¹)

(Reference for a preliminary ruling — Consumer protection — Directive 1999/44/EC — Lack of conformity of the goods delivered — Article 3 — Right of the consumer to repair or replacement of the goods free of charge, within a reasonable time and without any significant inconvenience — Determination of where the consumer must make goods acquired under a distance contract available to the seller to be brought into conformity — Concept of bringing the goods into conformity ‘free of charge’ — Right of the consumer to rescind the contract)

(2019/C 255/10)

Language of the case: German

Referring court

Amtsgericht Norderstedt

Parties to the main proceedings

Applicant: Christian Füllä

Defendant: Toolport GmbH

Operative part of the judgment

1. Article 3(3) of Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees must be interpreted as meaning that the Member States remain competent to establish the place where the consumer is required to make goods acquired under a distance contract available to the seller, for them to be brought into conformity in accordance with that provision. That place must be appropriate for ensuring that they can be brought into conformity free of charge, within a reasonable time and without significant inconvenience to the consumer, taking into account the nature of the goods and the purpose for which the consumer required the goods. In that regard, the national court is required to make an interpretation in accordance with Directive 1999/44, including, as necessary, amending established case-law if that law is based on an interpretation of national law which is incompatible with the objectives of that directive;
2. Article 3(2) to (4) of Directive 1999/44 must be interpreted as meaning that the consumer's right to the bringing of goods, acquired under a distance contract, into conformity 'free of charge' does not include the seller's obligation to pay the cost of transporting those goods, for the purposes of bringing them into conformity, to the seller's place of business, unless the fact that the consumer must advance those costs constitutes such a burden as to deter him from asserting his rights, which it is for the national court to ascertain;
3. The combined provisions of Article 3(3) and the second indent of Article 3(5) of Directive 1999/44 are to be interpreted as meaning that, in a situation such as that at issue in the main proceedings, a consumer who has informed the vendor of the non-conformity of goods acquired under a distance contract, the transport of which to the seller's place of business was likely to cause a significant inconvenience to him, and who has made the goods available to the seller at his home for them to be brought into conformity, is entitled to rescission of the contract as a result of the failure to compensate him within a reasonable time, if the seller has failed to take any adequate steps to bring those goods into conformity, including that of informing the consumer of the place where those goods are to be made available to it for it to bring them into conformity. In that regard, it is for the national court, by means of an interpretation in conformity with Directive 1999/44, to ensure the right of that consumer to rescission of the contract.

(¹) OJ C 152, 30.4.2018.

Judgment of the Court (Grand Chamber) of 14 May 2019 (request for a preliminary ruling from the Audiencia Nacional — Spain) — Federación de Servicios de Comisiones Obreras (CCOO) v Deutsche Bank SAE

(Case C-55/18) (¹)

(Reference for a preliminary ruling — Social policy — Protection of the safety and health of workers — Organisation of working time — Article 31(2) of the Charter of Fundamental Rights of the European Union — Directive 2003/88/EC — Articles 3 and 5 — Daily and weekly rest — Article 6 — Maximum weekly working time — Directive 89/391/EEC — Safety and health of workers at work — Requirement to set up a system enabling the duration of time worked each day by each worker to be measured)

(2019/C 255/11)

Language of the case: Spanish

Referring court

Audiencia Nacional

Parties to the main proceedings

Applicant: Federación de Servicios de Comisiones Obreras (CCOO)

Defendant: Deutsche Bank SAE