

- c. Can legal and organisational improvements in the issuing Member State (introduction of an ombudsman system, establishment of courts of enforcement of penalties, etc.) also be taken into account, as the present Chamber did in its decisions on the permissibility of the extradition?
2. What standards are to be used to assess whether custodial conditions comply with EU law? To what extent do those standards influence the interpretation of the term 'real risk' within the meaning of the judgment of the Court of Justice in *Aranyosi and Căldăraru*?
- a. In that regard, are the judicial authorities of the executing Member State authorised to undertake a comprehensive assessment of the custodial conditions in the issuing Member State, or are they limited to an 'examination as to manifest errors'?
- b. To the extent that, in the context of its reply to the first question referred for a preliminary ruling, the Court of Justice concludes that there are 'absolute' requirements under EU law for custodial conditions, would a failure to meet those minimum standards be, in a sense, 'unquestionable', so that, as a result, such a failure would always immediately constitute a 'real risk', thereby prohibiting extradition, or can the executing Member State nevertheless carry out its own assessment? In that regard, can factors such as the maintenance of mutual legal assistance between Member States, the functioning of European criminal justice or the principles of mutual trust and recognition be taken into account?

⁽¹⁾ Council Framework Decision 2002/584 of 13 June 2002 on the European arrest warrant and the surrender procedures between Member States (OJ 2002 L 190, p. 1)

Request for a preliminary ruling from the Landgericht Dresden (Germany) lodged on 22 February 2018 — hapeg dresden gmbh v Bayrische Straße 6-8 GmbH & Co. KG

(Case C-137/18)

(2018/C 268/24)

Language of the case: German

Referring court

Landgericht Dresden

Parties to the main proceedings

Applicant: hapeg dresden gmbh

Defendant: Bayrische Straße 6-8 GmbH & Co. KG

Question referred

Is EU law, in particular Article 15(3)(b) and (c) and the first, second and third sentences of Article 16(1)(b) and (c) of Directive 2006/123/EC ⁽¹⁾ of the European Parliament and of the Council of 12 December 2006 ('the Services Directive') to be interpreted as precluding national legislation, such as that applicable in the main proceedings, which prohibits the agreement in contracts with architects and/or engineers of a fee that is lower than the minimum fee resulting from the Honorarordnung für Architekten und Ingenieure (Rules on Fees and Emoluments for Architects and Engineers)?

⁽¹⁾ Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market (OJ 2006 L 376, p. 36).