

**Parties to the main proceedings**

*Applicant:* Ryanair DAC

*Defendant:* DelayFix, formerly Passenger Rights

**Operative part of the judgment**

Article 25 of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters must be interpreted as meaning that, in order to contest the jurisdiction of a court to hear and determine an action brought for compensation under Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 and against an airline, a jurisdiction clause incorporated in a contract of carriage concluded between a passenger and that airline cannot be enforced by the airline against a collection agency to which the passenger has assigned the claim, unless, under the legislation of the Member State whose courts are designated in that clause, that collection agency is the successor to all the initial contracting party's rights and obligations, which it is for the referring court to determine. Where appropriate, such a clause, incorporated, without having been subject to an individual negotiation, in a contract concluded between a consumer, that is to say, the air passenger, and a seller or supplier, that is to say, the airline, and which confers exclusive jurisdiction on the courts which have jurisdiction over the territory in which that airline is based, must be considered as being unfair within the meaning of Article 3(1) of Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts.

<sup>(1)</sup> OJ C 337, 7.10.2019.

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**Judgment of the Court (Tenth Chamber) of 19 November 2020 (request for a preliminary ruling from the Finanzgericht Baden-Württemberg — Germany) — 5th AVENUE Products Trading GmbH v Hauptzollamt Singen**

(Case C-775/19) <sup>(1)</sup>

*(Reference for a preliminary ruling — Customs union — Regulation (EEC) No 2913/92 — Community Customs Code — Article 29(1) and (3)(a) — Article 32(1)(c) and (5)(b) — Regulation (EEC) No 2454/93 — Article 157(2) — Customs valuation — Transaction value of imported goods — Concept of ‘condition of sale’ — Payment in return for the granting of an exclusive distribution right)*

(2021/C 28/12)

*Language of the case: German*

**Referring court**

Finanzgericht Baden-Württemberg

**Parties to the main proceedings**

*Applicant:* 5th AVENUE Products Trading GmbH

*Defendant:* Hauptzollamt Singen

### Operative part of the judgment

Article 29(1) and (3)(a) of Council Regulation (EEC) No 2913/92 of 12 October 1992 establishing the Community Customs Code must be interpreted as meaning that a payment made for a limited period of time by the buyer of imported goods to the seller of those goods, in return for the granting by the seller of an exclusive right to distribute those goods in a given territory, calculated on the basis of the turnover achieved in that territory, must be included in the customs value of those goods.

(<sup>1</sup>) OJ C 27, 27.1.2020.

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### Appeal brought on 30 April 2020 by Tiziano Vizzone against the order of the General Court (First Chamber) delivered on 4 March 2020 in Case T-658/19 Vizzone v Commission

(Case C-191/20 P)

(2021/C 28/13)

Language of the case: Italian

### Parties

*Appellant:* Tiziano Vizzone (represented by: M. Bettani, S. Brovelli)

*Other party to the proceedings:* European Commission

By order of 25 November 2020, the Court (Sixth Chamber) dismissed the appeal as manifestly inadmissible and ordered Mr Tiziano Vizzone to bear his own costs.

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### Request for a preliminary ruling from the Sąd Okręgowy w Opolu (Poland) lodged on 22 July 2020 — Skarb Państwa — Starosta Nyski v New Media Development & Hotel Services Sp. z o.o.

(Case C-327/20)

(2021/C 28/14)

Language of the case: Polish

### Referring court

Sąd Okręgowy w Opolu

### Parties to the main proceedings

*Applicant:* Skarb Państwa — Starosta Nyski

*Defendant:* New Media Development & Hotel Services Sp. z o.o.

### Questions referred

1. Must the provisions of Article 2(1) of Directive 2011/7/EU of 16 February 2011 (OJ 1993 L 95, p. 29, as amended) on combating late payment in commercial transactions (recast) (<sup>1</sup>) be interpreted as precluding an interpretation of Article 2 and Article 4(1) of the Ustawa z dnia 8 marca 2013 r. o przeciwdziałaniu nadmiernym opóźnieniom w transakcjach handlowych (Law of 8 March 2013 on counteracting excessive delays in commercial transactions) which does not include immovable property in the concept of goods and does not include the leasing of immovable property in perpetual usufruct within the meaning of Article 232 et seq. of the Kodeks Cywilny (Polish Civil Code) in the concept of delivery of goods, or must they be interpreted as meaning that such action cannot be regarded as the provision of services?