Parties to the main proceedings

Appellant: 'Lifosa' UAB

Respondent: Muitinės departamentas prie Lietuvos Respublikos finansų ministerijos

Third parties: Kauno teritorinė muitinė, 'Transchema' UAB

Operative part of the judgment

Article 29(1) and Article 32(1)(e)(i) of Council Regulation (EEC) No 2913/92 of 12 October 1992 establishing the Community Customs Code and Article 70(1) and Article 71(1)(e)(i) of Regulation (EU) No 952/2013 of the European Parliament and of the Council of 9 October 2013 laying down the Union Customs Code must be interpreted as meaning that, for the purpose of determining the customs value of imported goods, the costs actually incurred by the producer for their transport to the place where they have been brought into the customs territory of the European Union should not be added to the transaction value of the goods when, according to the agreed delivery terms, the obligation to cover those costs lies with the producer, even though those costs exceed the price actually paid by the importer, provided that that price corresponds to the real value of the goods, a matter which is for the referring court to establish.

(1) OJ C 137, 27.4.2020.

Order of the Court (Seventh Chamber) of 3 March 2021 (request for a preliminary ruling from the Audiencia Provincial de Zaragoza — Spain) — Ibercaja Banco, SA v TJ, UK

(Case C-13/19) (1)

(Reference for a preliminary ruling — Article 53(2) and Article 99 of the Rules of Procedure of the Court of Justice — Consumer protection — Directive 93/13/EEC — Mortgage loan agreement — Unfair terms — Term limiting the variability of the interest rate (so-called 'floor' clause) — Novation agreement — Waiver of legal action against the terms of the contract — No binding character — Directive 2005/29/EC — Unfair business-to-consumer commercial practices — Article 6(1) and Article 7(1))

(2021/C 228/11)

Language of the case: Spanish

Referring court

Audiencia Provincial de Zaragoza

Parties to the main proceedings

Applicant: Ibercaja Banco, SA

Defendants: TJ, UK

Operative part of the order

1. Article 6(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as not precluding a term of a contract concluded between a seller or supplier and a consumer, which is capable of being found to be unfair by a court, from being the subject of a novation agreement between that seller or supplier and that consumer, under which the consumer waives the effects which would result from a declaration that the term is unfair, provided that that waiver is the result of the free and informed consent of the consumer, which it is for the national court to determine. By contrast, a term under which that consumer waives, in respect of future disputes, legal proceedings based on the rights which he or she holds under Directive 93/13, is not binding on that consumer.

2. Article 3 of Directive 93/13 must be interpreted as meaning that a term in a mortgage loan agreement concluded between a seller or supplier and a consumer which seeks to amend a potentially unfair term of an earlier agreement concluded between them or provides that the consumer waives any right to bring legal proceedings against the seller or supplier may be regarded as not having been individually negotiated, where that consumer was not able to influence the content of the new term, which is for the national court to determine.

3. Articles 3 to 5 of Directive 93/13 must be interpreted as meaning that the requirement of transparency, responsibility for which lies on a seller or supplier under those provisions, implies that, when a novation agreement is concluded which, first, seeks to amend a potentially unfair term of a contract previously concluded and, second, provides for the consumer to waive any legal action against the seller or supplier, that consumer must be put in a position to understand all the decisive legal and economic consequences which would result for him or her from the conclusion of that novation agreement.

4. The tenth and thirteenth questions put by the Audiencia Provincial de Zaragoza (District Court of Zaragoza, Spain) are manifestly inadmissible.

([1]) OJ C 148, 29.4.2019.

Order of the Court (Eighth Chamber) of 3 March 2021 (request for a preliminary ruling from the Juzgado de lo Social No 41 de Madrid — Spain) — JL v Fondo de Garantía Salarial (Fogasa)

(Case C-841/19) ([1])

(Reference for a preliminary ruling — Article 99 of the Rules of Procedure of the Court of Justice — Directive 2006/54/EC — Articles 2(1) and 4 — Equal pay for male and female workers — Framework agreement on part-time work — Clause 4 — Part-time workers, primarily female — National guarantee institution for the payment of outstanding claims of relevant workers against their insolvent employers — Ceiling on the payment of those claims — Amount of the ceiling reduced for part-time workers in accordance with the hours worked by the latter in relation to the hours worked by full-time workers — Principle of pro rata temporis)

(2021/C 228/12)

Language of the case: Spanish

Referring court

Juzgado de lo Social No 41 de Madrid

Parties to the main proceedings

Applicant: JL

Defendant: Fondo de Garantía Salarial (Fogasa)

Operative part of the order

Articles 2(1) and 4 of Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation must be interpreted as not precluding national legislation which, as regards the payment by the liable national institution of the wages and compensation that have not been paid to workers due to the insolvency of their employer, provides for a ceiling to that payment for full-time workers which, in the case of part-time workers, is reduced pro rata temporis according to the hours worked by those workers in relation to those worked by full-time workers.

([1]) OJ C 45, 10.2.2020.