

5. Are Article 18 and the first subparagraph of Article 42(1) of Directive 2014/24 and Articles 2(35), 5 and 17 of Regulation No 1013/2006 as well as other provisions of that regulation to be interpreted as meaning that, in the case of procurement of waste management services, contracting authorities may lawfully procure such services only if they clearly and precisely define in the public procurement documents the quantity and composition of the waste and other important conditions for performing the contract (for example, packaging)?

(¹) Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, OJ 2014 L 94, p. 65.

(²) Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste, OJ 2006 L 190, p. 1.

Request for a preliminary ruling from the Sąd Rejonowy w Opatowie (Poland) lodged on 8 July 2020 — Ultimo Portfolio Investment (Luxembourg) S.A. v KM

(Case C-303/20)

(2020/C 329/06)

Language of the case: Polish

Referring court

Sąd Rejonowy w Opatowie

Parties to the main proceedings

Applicant: Ultimo Portfolio Investment (Luxembourg) S.A.

Defendant: KM

Question referred

Does the penalty of liability for a petty offence that is imposed in Article 138c(1) of the Polish Kodeks wykroczeń (Code of Petty Offences) for a failure to comply with the obligation to assess a consumer's creditworthiness laid down in Article 8(1) of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC (¹) constitute proper and sufficient implementation of the requirement, imposed on the Member State in Article 23 of that directive, to lay down in national law effective, proportionate and dissuasive penalties for a breach by the creditor of the obligation to assess the creditworthiness of a consumer?

(¹) OJ 2008 L 133, p. 66.

Request for a preliminary ruling from the Administratīvā apgabaltiesa (Latvia) lodged on 22 July 2020 — SIA MONO v Valsts ieņēmumu dienests

(Case C-326/20)

(2020/C 329/07)

Language of the case: Latvian

Referring court

Administratīvā apgabaltiesa

Parties to the main proceedings

Applicant at first instance and appellant on appeal: SIA MONO

Defendant and appellant on appeal: Valsts ieņēmumu dienests

Questions referred

1. Must Article 12(1) of Council Directive 2008/118/EC of 16 December 2008 concerning the general arrangements for excise duty and repealing Directive 92/12/EEC ⁽¹⁾ be interpreted as meaning that excise goods intended to be used in the context of diplomatic or consular relations are to be exempted from excise duty on the condition that payment for the goods in question is to be made by non-cash means, that payment has actually been made, and that the payment to the supplier was made by the actual recipients of the goods?
2. Must Article 12(2) of Council Directive 2008/118/EC of 16 December 2008 concerning the general arrangements for excise duty and repealing Directive 92/12/EEC be interpreted as meaning that Member States may lay down conditions and limitations which, in the context of diplomatic and consular relations, make the exemption from duty for excise goods subject to the requirement that the purchaser of the goods has actually paid for the goods by non-cash means?

⁽¹⁾ OJ 2009 L 9, p. 12.

Request for a preliminary ruling from the Consiglio di Stato (Italy) lodged on 22 July 2020 — Roma Multiservizi SpA, Rekeep SpA v Roma Capitale, Autorità Garante della Concorrenza e del Mercato

(Case C-332/20)

(2020/C 329/08)

Language of the case: Italian

Referring court

Consiglio di Stato

Parties to the main proceedings

Appellants: Roma Multiservizi SpA, Rekeep SpA

Respondents: Roma Capitale, Autorità Garante della Concorrenza e del Mercato

Questions referred

1. For the purposes of determining the minimum limit of 30 % participation by the private partner in a future semi-public company — the limit deemed appropriate by the Italian legislature in implementation of the principles of EU law set in relation to European case-law — is it compatible with EU law and the correct interpretation of recitals 14 and 32 and Articles 12 and 18 of Directive 2014/24/EU ⁽¹⁾ and of Article 30 of Directive 2014/23/EU, ⁽²⁾ with reference also to Article 107 TFEU, for consideration to be given solely to the legal form/on-paper composition of that partner or may — or in fact must — the authority launching the tender also consider its own indirect participation in the private partner submitting a bid?
2. If the answer to the above question is yes, is it consistent and in line with the principles of EU law, and in particular with the principles of fair competition, proportionality and appropriateness, for the authority launching the tender to be able to exclude from the tender a private partner submitting a bid, where the effective participation of that private partner in the future semi-public company is in fact less than 30 %, on account of the direct or indirect public participation identified?

⁽¹⁾ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ 2014 L 94, p. 65).

⁽²⁾ Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession contracts (OJ 2014 L 94, p. 1).