must be interpreted as meaning that:

they do not preclude a national administrative practice whereby the administrative authority which has decided on an application for international protection provides the applicant's representative with a copy of the electronic file relating to that application in the form of a series of separate files in PDF (Portable Document Format) format, without consecutive page numbering, and the structure of which can be viewed by means of free software readily accessible on the internet, provided, first, that that method of disclosure guarantees access to all the information in the file relevant to the applicant's defence, and on the basis of which the decision on that application was taken, and that, secondly, that that method of communication offers as faithful a representation as possible of the structure and chronology of that file, subject to cases where public interest objectives prevent the disclosure of certain information to the applicant's representative.

2. Article 11(1) of Directive 2013/32

must be interpreted as meaning that:

a decision on an application for international protection does not need to be signed by the official of the competent authority who took that decision in order for it to be considered to be communicated in writing within the meaning of that provision.

(1) OJ C 11, 10.1.2022.

Judgment of the Court (Eighth Chamber) of 1 December 2022 (request for a preliminary ruling from the Bayerisches Verwaltungsgericht Ansbach — Germany) — LSI — Germany GmbH v Freistaat Bayern

(Case C-595/21) (1)

(Reference for a preliminary ruling — Consumer protection — Provision of food information to consumers — Regulation (EU) No 1169/2011 — Article 17 and point 4 of Part A of Annex VI — 'Name of the food' — 'Name of the product' — Mandatory particulars in food labelling — Component or ingredient used for the partial or whole substitution of the component or ingredient which consumers expect to see normally used or present in a food)

(2023/C 35/16)

Language of the case: German

Referring court

Bayerisches Verwaltungsgericht Ansbach

Parties to the main proceedings

Applicant: LSI — Germany GmbH

Defendant: Freistaat Bayern

Operative part of the judgment

Article 17(1), (4) and (5) of Regulation (EU) No 1169/2011 of the European Parliament and of the Council of 25 October 2011 on the provision of food information to consumers, amending Regulations (EC) No 1924/2006 and (EC) No 1925/2006 of the European Parliament and of the Council, and repealing Commission Directive 87/250/EEC, Council Directive 90/496/EEC, Commission Directive 1999/10/EC, Directive 2000/13/EC of the European Parliament and of the Council, Commission Directives 2002/67/EC and 2008/5/EC and Commission Regulation (EC) No 608/2004, in conjunction with point 4 of Part A of Annex VI to Regulation No 1169/2011,

must be interpreted as meaning that:

the expression 'name of the product' in point 4 of Part A of Annex VI does not have a separate meaning that is different from that of the expression 'name of the food', as referred to in Article 17(1) of that regulation, with the result that the special labelling requirements provided for in point 4 of Part A of Annex VI to that regulation do not apply to the 'name protected as intellectual property', the 'brand name' or the 'fancy name' as referred to in Article 17(4) of that regulation.

(1) OJ C 502, 13.12.2021.

Judgment of the Court (Ninth Chamber) of 8 December 2022 (request for a preliminary ruling from the Cour de cassation — France) — QE v Caisse régionale de Crédit mutuel de Loire-Atlantique et du Centre Ouest

(Case C-600/21) (1)

(Reference for a preliminary ruling — Consumer protection — Unfair terms in consumer contracts — Directive 93/13/EEC — Article 3(1) — Article 4 — Criteria for assessing whether a term is unfair — Term relating to the accelerated repayment of a loan agreement — Contractual dispensation from the requirement for a formal written demand)

(2023/C 35/17)

Language of the case: French

Referring court

Cour de cassation

Parties to the main proceedings

Applicant: QE

Defendant: Caisse régionale de Crédit mutuel de Loire-Atlantique et du Centre Ouest

Operative part of the judgment

1. The judgment of 26 January 2017, Banco Primus (C-421/14, EU:C:2017:60), must be interpreted as meaning that the criteria it establishes for assessing the unfairness of a contractual term, as provided for in Article 3(1) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, in particular the significant imbalance in the rights and obligations of the parties to the contract which that term causes to the detriment of the consumer, cannot be understood either as being cumulative or as being alternative, but must be understood as forming part of all the circumstances surrounding the conclusion of the contract at issue, which the national court must examine in order to assess the unfairness of a contractual term, as provided for in Article 3(1) of Directive 93/13.

2. Article 3(1) and Article 4 of Directive 93/13

must be interpreted as meaning that a delay of more than 30 days in the payment of an instalment of a loan may, in principle, in the light of the term and amount of the loan, constitute, in itself, sufficiently serious non-compliance with the loan agreement, as referred to in the judgment of 26 January 2017, Banco Primus (C-421/14, EU:C:2017:60).

3. Article 3(1) and Article 4 of Directive 93/13

must be interpreted as precluding, save where Article 4(2) of that directive applies, the parties to a loan agreement from inserting into that agreement a term which expressly and unequivocally provides that the accelerated repayment procedure in respect of that agreement may be triggered automatically in the event that the delay in payment of an instalment exceeds a certain period, in so far as that term has not been individually negotiated and creates a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer.

(1) OJ C 502, 13.12.2021.