

4. Must Article 3(1), Article 6 [...] and Article 7(1) of Council Directive 93/13/EEC ... be interpreted as meaning that, where more than one consumer concludes the same contract with a single seller or supplier, the same contractual terms may be regarded as unfair to the first consumer and fair to the second and, if so, may the consequence be that the contract is invalid as far as the first consumer is concerned and valid as far as the second consumer is concerned, such that he or she is subject to all the obligations arising from that contract?

(¹) OJ 1993 L 95, p. 29.

Appeal brought on 1 March 2022 by Mr Jörg Lück against the judgment of the General Court (Tenth Chamber) delivered on 15 December 2021 in Case T-188/21, Jörg Lück v European Union Intellectual Property Office

(Case C-145/22 P)

(2022/C 294/19)

Language of the case: German

Parties

Appellant: Jörg Lück (represented by: L. Becker, Rechtsanwalt)

Other parties to the proceedings: European Union Intellectual Property Office, R.H. Investment UG

By order of 17 June 2022, the Court of Justice of the European Union (Chamber determining whether appeals may proceed) decided that the appeal should not be allowed to proceed and ordered the appellant to bear his own costs.

Appeal brought on 2 March 2022 by Legero Schuhfabrik GmbH against the order of the General Court (Ninth Chamber) delivered on 15 December 2021 in Case T-684/20, Legero Schuhfabrik GmbH v European Union Intellectual Property Office

(Case C-152/22 P)

(2022/C 294/20)

Language of the case: German

Parties

Appellant: Legero Schuhfabrik GmbH (represented by: M. Gail, Rechtsanwalt)

Other parties to the proceedings: European Union Intellectual Property Office, Rieker Schuh AG

By order of 22 June 2022, the Court of Justice of the European Union (Chamber determining whether appeals may proceed) decided that the appeal should not be allowed to proceed and ordered the appellant to bear its own costs.

Appeal brought on 3 May 2022 by Chemours Netherlands BV against the judgment of the General Court (Eighth Chamber) delivered on 23 February 2022 in Case T-636/19, Chemours Netherlands v ECHA

(Case C-293/22 P)

(2022/C 294/21)

Language of the case: English

Parties

Appellant: Chemours Netherlands BV (represented by: R. Cana, H. Widemann and Z. Romata, avocates)

Other parties to the proceedings: European Chemicals Agency (ECHA), Kingdom of the Netherlands, ClientEarth, ClientEarth AISBL, CHEM Trust Europe eV

Form of order sought

The appellant claims that the Court should:

- set aside the judgment under appeal in its entirety;
- annul the contested decision ⁽¹⁾;
- alternatively, refer the case back to the General Court to rule on the appellant's application for annulment;
- order ECHA to pay the costs of these proceedings, including the costs of the proceedings before the General Court, and those of the interveners.

Pleas in law and main arguments

In support of the appeal, the appellant relies on the following pleas in law.

- A. The General Court erred in law and in its assessment and breached and misinterpreted Article 57(f) of REACH in ruling that ECHA did not manifestly err by considering that serious effects on human health of an equivalent level of concern would have been established.

In particular, (a) the General Court erred in its assessment, breached and misinterpreted Article 57(f) of REACH in ruling that ECHA could conclude that effects, which are acknowledged not to form 'the basis' of the contested decision, may nevertheless contribute to establishing 'an equivalent level of concern'; (b) the General Court erred in its assessment, breached and misinterpreted Article 57(f) of REACH in ruling that ECHA established that the developmental toxicity and the repeated dose toxicity effects would be of 'equivalent level of concern'; and (c) the General Court erred in its assessment, breached and misinterpreted Article 57(f) of REACH by considering as lawful ECHA's decision to (i) apply weight of evidence considerations to the individual effects for human health and (ii) consider the effects for human health and the environment jointly.

- B. The General Court erred in its assessment, breached and misinterpreted Article 57(f) of REACH in ruling that ECHA did not manifestly err in considering that serious effects on the environment of an equivalent level of concern would have been established.

In particular, (a) the General Court erred in its assessment and misinterpreted Article 57(f) by allowing ECHA to establish serious effects on the environment by relying on human health toxicity data; and (b) the General Court erred in law and misinterpreted Article 57(f) by not considering the lack of bioaccumulation as a relevant element to be taken into consideration by ECHA in its assessment in the specific circumstances of this case.

- C. The General Court breached the general principle of EU law of scientific excellence and breached the standard of review.

The General Court reached conclusions on irreversible effects of the Substance and assessed scientific studies in breach of the general principle of EU law of scientific excellence and in breach of the standard of review.

⁽¹⁾ ECHA's decision ED/71/2019 of 4 July 2019, which came into force on 16 July 2019, in so far as it includes 2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)propionic acid, its salts and its acyl halides (and their isomers and combinations thereof) in the list of substances identified for eventual inclusion in Annex XIV to Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC (OJ 2006 L 396, p. 1, corrigendum OJ 2007 L 136, p. 3).