

2. Where the bill of lading is delivered to a third-party consignee of the goods who was not involved in the conclusion of the contract between the shipper and the maritime carrier, is a rule such as that in Article 251 of the Ley de Navegación Marítima (Shipping Law), which requires that, in order to be enforceable against that third party, the jurisdiction clause must have been negotiated ‘individually and separately’ with that party, compatible with Article 25 of Regulation 1215/2012 and with the case-law of the European Court of Justice interpreting that article?
3. Is it possible under EU law for Member States’ legislation to establish additional validity requirements in order for jurisdiction clauses included in bills of lading to be enforceable against third parties?
4. Does a rule such as that in Article 251 of the Spanish Shipping Law — which establishes that the subrogation of the third-party holder is only partial, and does not apply to prorogation of jurisdiction clauses — entail the introduction of an additional requirement for the validity of such clauses, contrary to Article 25 of Regulation 1215/2012?

(¹) 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 (OJ 2012 L 351, p. 1).

**Request for a preliminary ruling from the Audiencia Provincial de Pontevedra (Spain) lodged on
25 May 2022 — Mapfre España Compañía de Seguros y Reaseguros, S. A. v MACS Maritime Carrier
Shipping GmbH & Co.**

(Case C-346/22)

(2022/C 368/18)

Language of the case: Spanish

Referring court

Audiencia Provincial de Pontevedra

Parties to the main proceedings

Appellant: Mapfre España Compañía de Seguros y Reaseguros, S. A.

Defendant: MACS Maritime Carrier Shipping GmbH & Co.

Questions referred

The facts and pleas in law are essentially the same and the questions referred for a preliminary ruling are identical to those in Case C-345/22.

**Request for a preliminary ruling from the Audiencia Provincial de Pontevedra (Spain) lodged on
25 May 2022 — Maersk A/S v Allianz Seguros y Reaseguros, S.A.**

(Case C-347/22)

(2022/C 368/19)

Language of the case: Spanish

Referring court

Audiencia Provincial de Pontevedra

Parties to the main proceedings

Appellant: Maersk A/S

Defendant: Allianz Seguros y Reaseguros, S.A.

Questions referred

The facts and pleas in law are essentially the same and the questions referred for a preliminary ruling are identical to those in Case C-345/22.
