

- (2) If the first question is answered in the affirmative, the [referring] court also asks: would it be at odds [with the possibility referred to in Question 1], in light of the background set out above and the circumstances of the dispute pending before it, for there to be a line of case-law of the national courts establishing that express acceptance of a supplementary agreement drawn up in the manner provided for by Article 40(1) of OUG No 50/2010 and pursuant to the provisions of Article 95 thereof automatically leads to the conclusion that [that supplementary agreement] has been negotiated and, consequently, there can be no examination of any suspicions that the terms stipulated within it are unfair?

(¹) Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

**Request for a preliminary ruling from the Tribunalul Specializat Mureş (Romania) lodged on
21 March 2023 — ERB New Europe Funding II v YI**

(Case C-178/23, ERB New Europe Funding II)

(2023/C 278/22)

Language of the case: Romanian

Referring court

Tribunalul Specializat Mureş

Parties to the main proceedings

Applicant for revision: ERB New Europe Funding II

Respondent: YI

Question referred

When applying the provisions of Article 7(1) of Directive 93/13/EEC, (¹) in the light of, in particular, the twenty-third recital of that directive and the *principle of effectiveness*, must those provisions be interpreted as not precluding the possibility for a national court to examine suspicions concerning the unfair nature of contractual terms stipulated in an agreement concluded between a seller or supplier and a consumer, even when they have previously been examined by another national court in judicial proceedings at first instance at the request of the consumer, who did not attend the related hearing and was not properly assisted or represented by a lawyer, and have been rejected by a judicial decision which has never been challenged by the consumer — [and] which has, therefore, acquired, in the domestic procedural order, the force of *res judicata* — if, from the particular circumstances of the case, it appears, in a plausible and reasonable manner, that that consumer did not make use of the legal remedy in those first judicial proceedings because of his or her limited knowledge or information?

(¹) Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

**Appeal brought on 27 March 2023 by Zielonogórski Klub Żużlowy Sportowa S.A. against the
judgment of the General Court (Third Chamber) delivered on 25 January 2023 in Case T-703/21,
Zielonogórski Klub Żużlowy Sportowa v EUIPO — Falubaz Polska (FALUBAZ)**

(Case C-199/23 P)

(2023/C 278/23)

Language of the case: Polish

Parties

Appellant: Zielonogórski Klub Żużlowy Sportowa S.A. (represented by: T. Grucelski, adwokat)

Other party to the proceedings: European Union Intellectual Property Office

By order of 15 June 2023, the General Court (Chamber determining whether appeals may proceed) ordered that the appeal is not allowed to proceed and that the appellant shall bear its own costs.

Request for a preliminary ruling from the Naczelny Sąd Administracyjny (Poland) lodged on 26 April 2023 — A. S.A. v Dyrektor Izby Administracji Skarbowej w Bydgoszczy

(Case C-266/23, Dyrektor Izby Administracji Skarbowej w Bydgoszczy)

(2023/C 278/24)

Language of the case: Polish

Referring court

Naczelny Sąd Administracyjny

Parties to the main proceedings

Appellant: A. S.A.

Respondent: Dyrektor Izby Administracji Skarbowej w Bydgoszczy

Questions referred

1. Can Article 17(1)(a) of Council Directive 2003/96/EC of 27 October 2003 restructuring the Community framework for the taxation of energy products and electricity⁽¹⁾ be understood as meaning that only the purchase price of the electricity itself, to the exclusion of any additional charges, for example a distribution charge, which must be borne under the legislation in force in a Member State in order to purchase electricity, must be included in the actual cost of the energy purchased?
2. Must Article 17(1)(a) of Directive 2003/96 be interpreted as precluding the exclusion of an exemption from excise duty on the purchase of electricity for an energy-intensive business [Article 31d(1) of the Ustawa z 6 grudnia 2008 r. o podatku akcyzowym (Law of 6 December 2008 on excise duty (Dz. U. of 2022, item 143))] in the event that that business benefits from an object-specific exemption from excise duty under national legislation (Article 30(7a) of the Law on excise duty), when that business demonstrates that, in relation to the same energy, it does not benefit from those two exemptions simultaneously, and assuming that the total amount of the exemptions does not exceed the amount of excise duty paid for the same period of time?

⁽¹⁾ OJ 2003 L 283, p. 51.

Request for a preliminary ruling from the Cour de cassation (Belgium) lodged on 2 May 2023 — FB, JL v Procureur du Roi près du Tribunal de Première Instance d'Eupen

(Case C-283/23, Marhon⁽¹⁾)

(2023/C 278/25)

Language of the case: French

Referring court

Cour de cassation

Parties to the main proceedings

Applicants: FB, JL

Defendant: Procureur du Roi près du Tribunal de Première Instance d'Eupen