

2. Article 96(2) of Regulation No 2913/92, as amended by Regulation No 648/2005, is to be interpreted as meaning that a transport subcontractor, such as the subcontractor in the main proceedings, who has, first, handed over the goods to the main carrier, together with the transit document, at the car park of the customs office of destination and, second, assumed responsibility for the goods once again in order to continue with the transport, was under an obligation to ensure that the goods were produced at the customs office of destination and may be held liable for any failure to ensure that the goods were thus produced only if he was aware, when he again assumed responsibility for the goods, that the transit procedure had not been properly completed, which is a matter to be determined by the national court.

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<sup>(1)</sup> OJ C 27, 25.1.2016.

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**Judgment of the Court (Third Chamber) of 21 December 2016 (request for a preliminary ruling from the Cour de cassation — France) — Conurrence SARL v Samsung Electronics France SAS, Amazon Services Europe Sàrl**

(Case C-618/15) <sup>(1)</sup>

*(Reference for a preliminary ruling — Judicial cooperation in civil matters — Regulation (EC) No 44/2001 — Jurisdiction — Tort, delict or quasi-delict — Selective distribution network — Prohibition on online resale outside a network — Action for an injunction prohibiting unlawful interference — Connecting factor)*

(2017/C 053/21)

Language of the case: French

**Referring court**

Cour de cassation

**Parties to the main proceedings**

Applicant: Conurrence SARL

Defendants: Samsung Electronics France SAS, Amazon Services Europe Sàrl

**Operative part of the judgment**

Article 5(3) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters must be interpreted, for the purpose of conferring the jurisdiction given by that provision to hear an action to establish liability for infringement of the prohibition on resale outside a selective distribution network resulting from offers, on websites operated in various Member States, of products covered by that network, as meaning that the place where the damage occurred is to be regarded as the territory of the Member State which protects the prohibition on resale by means of the action at issue, a territory on which the appellant alleges to have suffered a reduction in its sales.

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<sup>(1)</sup> OJ C 38, 1.2.2016.

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**Judgment of the Court (Second Chamber) of 21 December 2016 (request for a preliminary ruling from the Högsta domstolen — Sweden) — Länsförsäkringar AB v Matek A/S**

(Case C-654/15) <sup>(1)</sup>

*(Reference for a preliminary ruling — EU trade mark — Regulation (EC) No 207/2009 — Article 9(1)(b) — Article 15(1) — Article 51(1)(a) — Extent of the exclusive right granted to the proprietor — Period of five years following registration)*

(2017/C 053/22)

Language of the case: Swedish

**Referring court**

Högsta domstolen