Appeal brought on 28 December 2016 by Meissen Keramik GmbH against the judgment of the General Court (Second Chamber) delivered on 18 October 2016 in Case T-776/15 *Meissen Keramik GmbH* v *European Union Intellectual Property Office (EUIPO)*

(Case C-686/16 P)

(2017/C 161/07)

Language of the case: German

Parties

Appellant: Meissen Keramik GmbH (represented by: M. Vohwinkel and Dr M. Bagh, Rechtsanwälte)

Other party to the proceedings: European Union Intellectual Property Office (EUIPO)

Form of order sought

The appellant claims that the Court should:

— set aside the judgment of the General Court of the European Union of 18 October 2016 (T-776/15);

— annul the decision of the First Board of Appeal of the European Union Intellectual Property Office (EUIPO) of 28 October 2015 (Case R 0531/2015-1);

— annul the decision of the European Union Intellectual Property Office (EUIPO) of 13 January 2015;

— order the European Union Intellectual Property Office (EUIPO) to pay the costs of all the proceedings.

Grounds of appeal and main arguments

The appeal is based on a misinterpretation of Article 7(1)(c) of Regulation No 207/2009 [1] in conjunction with an infringement of Article 135(4) of the Rules of Procedure of the General Court.

The basis for the claim that the Rules of Procedure were infringed is that the General Court did not base its judgment on the understanding of the word element of the trade mark which had been established in the Board of Appeal's decision, but applied its own understanding of that word element and thus changed the subject-matter of the proceedings.

The basis for the claim that Article 7(1)(c) of Regulation No 207/2009 was misinterpreted is that the General Court regards an indication of the geographical origin of a specific type of product that is designated by means of its main constituent material (Meissen Keramik) as descriptive even in relation to goods which contain components — no matter how insignificant — consisting of that material or goods which can be associated with goods of the type designated.

[1] Council Regulation (EC) No 207/2009 of 26 February 2009 on the Community trade mark (OJ 2009 L 78, p. 1).

Request for a preliminary ruling from the Sąd Okręgowy we Wrocławiu (Poland) lodged on 17 January 2017 — Skarb Państwa — Wojewoda Dolnośląski v Gmina Trzebnica

(Case C-19/17)

(2017/C 161/08)

Language of the case: Polish

Referring court

Sąd Okręgowy we Wrocławiu

Parties to the main proceedings

Applicant: Skarb Państwa — Wojewoda Dolnośląski

Defendant: Gmina Trzebnica

Questions referred

1. Do contributions in kind which a beneficiary receives on account of penalties or indemnities in connection with the non-performance or late performance of an obligation constitute receipts within the meaning of Rule No 2 of Commission Regulation (EC) No 448/2004 of 10 March 2004 amending Regulation (EC) No 1685/2000 laying down detailed rules for the implementation of Council Regulation (EC) No 1260/1999 as regards the eligibility of expenditure of operations co-financed by the Structural Funds and withdrawing Regulation (EC) No 1145/2003? [1]

2. If Question 1 is answered in the affirmative:

   (a) Can losses or additional costs incurred by the beneficiary in connection with the non-performance or late performance of a contract by a contractor be deducted from receipts in the form of penalties?

   (b) Does a contribution in kind by the contractor consisting in the performance for the beneficiary of other works which are in no way linked to the object of the financing and which release the contractor from the obligation to pay the contractual penalty (*datio in solutum*) constitute a receipt within the meaning of Rule No 2 of Commission Regulation (EC) No 448/2004 of 10 March 2004 amending Regulation (EC) No 1685/2000 laying down detailed rules for the implementation of Council Regulation (EC) No 1260/1999 as regards the eligibility of expenditure of operations co-financed by the Structural Funds and withdrawing Regulation (EC) No 1145/2003?

3. If the answers to Questions 1 and 2a are in the affirmative, is the amount of the receipt obtained by the beneficiary to be taken to be the amount of the contractual penalty imposed on the contractor or the value of the contribution in kind?

4. Can the amount of the receipts obtained by the beneficiary during the period of the assistance be deducted from the co-financing after the closure of the assistance within the meaning of Rule No 2 of Commission Regulation (EC) No 448/2004 of 10 March 2004 amending Regulation (EC) No 1685/2000 laying down detailed rules for the implementation of Council Regulation (EC) No 1260/1999 as regards the eligibility of expenditure of operations co-financed by the Structural Funds and withdrawing Regulation (EC) No 1145/2003?

5. If Question 4 is answered in the affirmative, can the amount of the receipts obtained by the beneficiary be deducted from the co-financing where those receipts were not notified to the Commission by the Member State before the closure of the assistance?

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[1] OJ 2004 L 72, p. 66.

Request for a preliminary ruling from the Naczelny Sąd Administracyjny (Poland) lodged on 20 January 2017 — Dyrektor Izby Celnej w Poznaniu v Kompania Piwowarska S.A. w Poznaniu

(Case C-30/17)

(2017/C 161/09)

Language of the case: Polish

Referring court

Naczelny Sąd Administracyjny

Parties to the main proceedings

Appellant: Dyrektor Izby Celnej w Poznaniu

Respondent: Kompania Piwowarska S.A. w Poznaniu