

2. Is Article 2 of Directive 93/13/EEC to be interpreted as meaning that a company such as EDF, where it grants such a mortgage loan to the spouse of an employee who is not a member of the staff of that company but is jointly and severally liable as co-borrower, is acting as a seller or supplier?
3. Is Article 2 of Directive 93/13/EEC to be interpreted as meaning that an employee of a company such as EDF who enters into an agreement with the company for such a loan is acting as a consumer?
4. Is Article 2 of Directive 93/13/EEC to be interpreted as meaning that the spouse of such an employee who enters into the same loan, not as an employee of the company but as a jointly and severally liable co-borrower, is acting as a consumer?

⁽¹⁾ OJ 1993 L 95, p. 29.

**Request for a preliminary ruling from the Cour de cassation (France) lodged on 16 October 2017 —
Apple Sales International, Apple Inc., Apple retail France EURL v MJA, acting as liquidator of
eBizcuss.com (eBizcuss)**

(Case C-595/17)

(2017/C 437/25)

Language of the case: French

Referring court

Cour de cassation

Parties to the main proceedings

Applicants: Apple Sales International, Apple Inc., Apple retail France EURL

Defendants: MJA, acting as liquidator of eBizcuss.com (eBizcuss)

Questions referred

1. Must Article 23 of Regulation No 44/2001 ⁽¹⁾ be interpreted as allowing a national court before which an action for damages has been brought by a distributor against its supplier on the basis of Article 102 of the Treaty on the Functioning of the European Union to apply a jurisdiction clause set out in the contract binding the parties?
2. If the first question is answered in the affirmative, must Article 23 of Regulation No 44/2001 be interpreted as allowing a national court before which an action for damages has been brought by a distributor against its supplier on the basis of Article 102 of the Treaty on the Functioning of the European Union to apply a jurisdiction clause set out in the contract binding the parties, including in cases where that clause does not expressly refer to disputes relating to liability incurred from an infringement of competition law?
3. Must Article 23 of Regulation No 44/2001 be interpreted as allowing a national court before which an action for damages has been brought by a distributor against its supplier on the basis of Article 102 of the Treaty on the Functioning of the European Union to disregard a jurisdiction clause set out in the contract binding the parties where no infringement of competition law has been?

⁽¹⁾ Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2001 L 12, p. 1).