

- (b) If the answer to question 1(a) is in the affirmative, does that constitute a requirement that is additional to that of the existence of 'legitimate reasons'?
- (c) Does it suffice for successful recourse to Article 13(2) of the CTM Regulation that one or more of the functions of the trade mark referred to in question 1(a) above are adversely affected?
2. (a) In general, can it be said that, under Article 13(2) of the CTM Regulation, a trade mark proprietor may oppose the further commercialisation of goods under his trade mark if those goods have been repaired by persons other than the trade mark proprietor or persons to whom he has given consent to do so?
- (b) If the answer to question 2(a) is in the negative, is the existence of 'legitimate reasons' within the meaning of Article 13(2) of the CTM Regulation, after repairs by a third party of goods put on the market by or with the consent of the trade mark proprietor, dependent on the nature of the goods or the nature of the repair performed ..., or on other circumstances, such as special circumstances like those in the present case ...?
3. (a) Is opposition by the trade mark proprietor as referred to in Article 13(2) of the CTM Regulation to the further commercialisation of goods repaired by third parties excluded if the trade mark is used in such a way that it does not give the impression that there is a commercial connection between the trade mark proprietor (or his licensees) and the party who further commercialises the goods, for example if, by the removal of the brand and/or by the additional labelling of the goods, it is clear after the repair that the repair has not been carried out by or with the consent of the trade mark proprietor or a licensee of the latter?
- (b) Does that mean that significance should be attached to the answer to the question of whether the trade mark can be easily removed without compromising the technical soundness or practical usability of the goods?
4. When answering the foregoing questions, is it important whether it is a collective trade mark under the CTM Regulation that is at issue, and if so, in what respect?

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

**Request for a preliminary ruling from the Supremo Tribunal Administrativo (Portugal) lodged on
12 March 2020 — JS v Câmara Municipal de Gondomar**

(Case C-135/20)

(2020/C 209/19)

Language of the case: Portuguese

Referring court

Supremo Tribunal Administrativo

Parties to the main proceedings

Applicant: JS

Defendant: Câmara Municipal de Gondomar

Questions referred

1. Should EU law, in particular Clause 5 of the framework agreement annexed to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, (¹) be interpreted as precluding national legislation which in all cases prohibits the conversion of fixed-term employment contracts concluded by public law entities into contracts of an indefinite duration?

2. Should Directive 1999/70/EC be interpreted as requiring the conversion of the contracts as being the only means to prevent abuse arising from the use of successive fixed-term employment contracts?

(¹) Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP (OJ 1999 L 175, p. 43).

Request for a preliminary ruling from the Tribunal Judicial da Comarca dos Açores (Portugal) lodged on 12 March 2020 — MV v SATA Internacional — Serviços de Transportes Aéreos SA

(Case C-137/20)

(2020/C 209/20)

Language of the case: Portuguese

Referring court

Tribunal Judicial da Comarca dos Açores

Parties to the main proceedings

Applicant: MV

Defendant: SATA Internacional — Serviços de Transportes Aéreos SA

Question referred

Must an event such as that which occurred on 6 June 2016, in which a flight was cancelled due to the meteorological conditions at the destination airport — that is to say, because at the time of the flight's departure the minimal horizontal visibility limits, and also the minimum vertical visibility limits for the runway, were not ensured and, therefore, the required safety conditions not guaranteed in that airport and for the aircraft in question for the landing manoeuvre, it even being forecast that the atmospheric conditions would deteriorate in the following hours — be characterised as an 'extraordinary circumstance' within the meaning of Article 5(3) of Regulation No 261/2004 (¹) which relieves the air carrier of the obligation to pay compensation?

(¹) Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ 2004 L 46, p. 1).

Request for a preliminary ruling from the Consiglio di Giustizia Amministrativa per la Regione Siciliana (Italy) lodged on 26 March 2020 — Analisi G. Caracciolo s.r.l. v Regione Siciliana — Assessorato regionale della salute — Dipartimento regionale per la pianificazione and Others

(Case C-142/20)

(2020/C 209/21)

Language of the case: Italian

Referring court

Consiglio di Giustizia Amministrativa per la Regione Siciliana

Parties to the main proceedings

Applicant: Analisi G. Caracciolo s.r.l.