

Operative part of the judgment

Article 29(1) and (3)(a) of Council Regulation (EEC) No 2913/92 of 12 October 1992 establishing the Community Customs Code must be interpreted as meaning that a payment made for a limited period of time by the buyer of imported goods to the seller of those goods, in return for the granting by the seller of an exclusive right to distribute those goods in a given territory, calculated on the basis of the turnover achieved in that territory, must be included in the customs value of those goods.

(¹) OJ C 27, 27.1.2020.

Appeal brought on 30 April 2020 by Tiziano Vizzone against the order of the General Court (First Chamber) delivered on 4 March 2020 in Case T-658/19 Vizzone v Commission

(Case C-191/20 P)

(2021/C 28/13)

Language of the case: Italian

Parties

Appellant: Tiziano Vizzone (represented by: M. Bettani, S. Brovelli)

Other party to the proceedings: European Commission

By order of 25 November 2020, the Court (Sixth Chamber) dismissed the appeal as manifestly inadmissible and ordered Mr Tiziano Vizzone to bear his own costs.

Request for a preliminary ruling from the Sąd Okręgowy w Opolu (Poland) lodged on 22 July 2020 — Skarb Państwa — Starosta Nyski v New Media Development & Hotel Services Sp. z o.o.

(Case C-327/20)

(2021/C 28/14)

Language of the case: Polish

Referring court

Sąd Okręgowy w Opolu

Parties to the main proceedings

Applicant: Skarb Państwa — Starosta Nyski

Defendant: New Media Development & Hotel Services Sp. z o.o.

Questions referred

1. Must the provisions of Article 2(1) of Directive 2011/7/EU of 16 February 2011 (OJ 1993 L 95, p. 29, as amended) on combating late payment in commercial transactions (recast) (¹) be interpreted as precluding an interpretation of Article 2 and Article 4(1) of the Ustawa z dnia 8 marca 2013 r. o przeciwdziałaniu nadmiernym opóźnieniom w transakcjach handlowych (Law of 8 March 2013 on counteracting excessive delays in commercial transactions) which does not include immovable property in the concept of goods and does not include the leasing of immovable property in perpetual usufruct within the meaning of Article 232 et seq. of the Kodeks Cywilny (Polish Civil Code) in the concept of delivery of goods, or must they be interpreted as meaning that such action cannot be regarded as the provision of services?