

Defendant: Landkreis Rosenheim

Other party: Landesanstalt für Umwelt, representing the interests of the Federal Government before the Bundesverwaltungsgericht

Questions referred

1. Is Article 3(2)(a) of Directive 2001/42/EC of the European Parliament and of the Council of 27 June 2001 on the assessment of the effects of certain plans and programmes on the environment ⁽¹⁾ to be interpreted as meaning that a framework for future development consent of projects listed in Annexes I and II to Directive 2011/92/EU ⁽²⁾ ('the EIA Directive') is set where a regulation on nature conservation and landscape management provides for general prohibitions (with possible exemptions) and compulsory permits which do not specifically relate to projects listed in the annexes to the EIA Directive?
2. Is Article 3(2)(a) of Directive 2001/42 to be interpreted as meaning that plans and programmes were prepared for agriculture, forestry, land use, etc. if their objective was to establish a reference framework for one or more of those areas? Or does it suffice if, for the purpose of nature conservation and landscape management, general prohibitions and permit requirements are regulated which have to be assessed in the permit procedure for a variety of projects and uses and which may indirectly impact ('by default') one or more of those areas?
3. Is Article 3(4) of Directive 2001/42 to be interpreted as meaning that a framework for future development consent of projects is set if a regulation adopted for the purpose of nature conservation and landscape management lays down prohibitions and permit requirements for a variety of projects and measures in the protected area which are described in abstract terms, where there are no actual foreseeable or envisaged projects when it is adopted and therefore it does not specifically relate to actual projects?

⁽¹⁾ OJ 2001 L 197, p. 30.

⁽²⁾ Directive of the European Parliament and of the Council of 13 December 2011 on the assessment of the effects of certain public and private projects on the environment (OJ 2012 L 26, p. 1).

Request for a preliminary ruling from the Administratīvā apgabaltiesa (Latvia) lodged on 9 July 2020 — SIA Visma Enterprise v Konkurences padome

(Case C-306/20)

(2020/C 304/13)

Language of the case: Latvian

Referring court

Administratīvā apgabaltiesa

Parties to the main proceedings

Applicant: SIA Visma Enterprise

Defendant: Konkurences padome

Questions referred

1. On a correct interpretation of the Treaty on the Functioning of the European Union, may the agreement to which this case relates, between a producer and a number of distributors (under which the distributor who was first to register a potential transaction with the producer enjoys priority in progressing the sale process with the end user concerned for 6 months from that registration, unless the user objects) be regarded as an agreement between undertakings which has as its object the prevention, restriction or distortion of competition within the meaning of Article 101(1) [TFEU]?
2. Does the agreement to which this case relates, between a producer and a number of distributors, interpreted in accordance with the Treaty on the Functioning of the European Union, contain indications from which it can be found not to be exempt from the general prohibition on collusion?

3. May the agreement to which this case relates, between a producer and a number of distributors, interpreted in accordance with the Treaty on the Functioning of the European Union, be found to constitute an exception? Does the exception permitting the conclusion of vertical agreements which restrict active sales into the exclusive territory or to an exclusive customer group that the supplier has reserved exclusively for itself or has allocated exclusively to another buyer, where such a restriction does not limit sales by the customers of the buyer and where the market share of the supplier (the applicant) does not exceed 30 %, apply only to exclusive distribution systems?
4. May the agreement to which this case relates, between a producer and a number of distributors, interpreted in accordance with the Treaty on the Functioning of the European Union, constitute a prohibited agreement on the basis solely of the unlawful conduct of a single economic operator? Is it possible to find evidence in the circumstances of this case, interpreted in accordance with the Treaty on the Functioning of the European Union, that a single economic operator participated in a prohibited agreement?
5. In the circumstances of this case, interpreted in accordance with the Treaty on the Functioning of the European Union, is it possible to find evidence that competition was reduced (distorted) within the distribution system, that there was an advantage benefiting the applicant or that competition was adversely affected?
6. In the circumstances of this case, interpreted in accordance with the Treaty on the Functioning of the European Union, if the market share of the distribution network does not exceed 30 % (the applicant is a producer, and its market share therefore also includes the sales volumes of its distributors), is it possible to find evidence of negative effects on competition in the distribution system and elsewhere, and is that agreement subject to the prohibition on collusion?
7. In accordance with Article 101(3) of the Treaty on the Functioning of the European Union and Article 2 in conjunction with Article 4(b) of Commission Regulation No 330/2010 ⁽¹⁾ of 20 April 2010:
 - Does the exemption apply to a distribution system under which i) the distributor (trader) itself chooses the potential customer with which it is going to work; ii) the supplier has not previously determined, on the basis of clearly known and verifiable objective criteria, a specific group of customers to which each distributor will provide its services; iii) the supplier, at the request of the distributor (trader) reserves potential customers for that distributor; iv) the other distributors are not aware that the potential customer has been reserved or are not previously informed of that fact; under which v) the sole criterion on the basis of which a potential customer is reserved and on which the resulting exclusive distribution system favouring a specific distributor is established is not a decision by the supplier but a request by that distributor; or under which vi) the reservation remains in force for 6 months from registration of the potential transaction (after which the distribution ceases to be exclusive)?
 - Should it be found that passive sales are not restricted where the agreement between the supplier and the distributor includes a term providing that the buyer (final user) may object to the reservation in question but that buyer has not been informed of the term in question? Can the behaviour of the buyer (final user) influence (justify) the terms of the agreement between the supplier and the distributor?

⁽¹⁾ Commission Regulation (EU) No 330/2010 of 20 April 2010 on the application of Article 101(3) of the Treaty on the Functioning of the European Union to categories of vertical agreements and concerted practices (OJ 2010 L 102, p. 1).

**Request for a preliminary ruling from the Consiglio di Stato (Italy) lodged on 13 July 2020 —
Regione Veneto v Plan Eco Srl**

(Case C-315/20)

(2020/C 304/14)

Language of the case: Italian

Referring court

Consiglio di Stato

Parties to the main proceedings

Appellant: Regione Veneto

Respondent: Plan Eco Srl