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COURT OF JUSTICE

Request for a preliminary ruling from the Verwaltungsgericht Berlin (Germany) lodged on 2 May 2017 — Evonik Degussa GmbH v Bundesrepublik Deutschland

(Case C-229/17)

(2017/C 256/02)

Language of the case: German

Referring court

Verwaltungsgericht Berlin

Parties to the main proceedings

Applicant: Evonik Degussa GmbH

Defendant: Bundesrepublik Deutschland

Questions referred

(1) Is there a 'production of hydrogen' within the meaning of Annex I, Part 2, to Decision 2011/278/EU ([1]) only in the case where an H_2 hydrogen molecule is produced by chemical synthesis from two H hydrogen atoms, or does the concept of production also include the process whereby, in the case of a hydrogenous gas mixture, the relative share of H_2 hydrogen in that mixture is increased — without synthesis — by removal of the other gas components — whether by physical or chemical means — in order to obtain a 'product … expressed as saleable (net) production and to 100 % purity of the substance concerned' within the meaning of Annex I, Part 2, to Decision 2011/278/EU?

(2) If the answer to Question 1 is that the concept of production does not include the process of increasing the relative share of H_2 hydrogen in a gas mixture, the following further question must be asked:

Must the wording 'relevant process elements directly or indirectly linked to the production of hydrogen and the separation of hydrogen and carbon monoxide' be interpreted as meaning that only both elements together ('and') are covered by the system boundaries of the product benchmark for hydrogen described in Annex I, Part 2, to Commission Decision 2011/278/EU of 27 April 2011, or can the process element 'separation of hydrogen and carbon monoxide' also operate in isolation within the system boundaries as an independent process element in its own right?

(3) If the answer to Question 2 is that the process element 'separation of hydrogen and carbon monoxide' can also operate in isolation within the system boundaries as an independent process element in its own right, the following further question must be asked:

Is the process element 'separation of hydrogen and carbon monoxide' present only where H_2 hydrogen is separated exclusively from CO carbon monoxide, or is the process element 'separation of hydrogen and carbon monoxide' also present where that process involves the separation of hydrogen not only from carbon monoxide but also from other substances, such as CO_2 carbon dioxide or C_nH_n?

(4) In the event that the applicant is to be recognised by judicial decision as being entitled to an additional allocation of free emission allowances, must paragraph 3 of the operative part of the judgment of the European Court of Justice of 28 April 2014 in Case C-191/14 be interpreted as meaning that:

(a) the cross-sectoral correction factor provided for in Article 4 of, and Annex II to, Decision 2013/448/EU, in its original version, is applicable to allocations for the years 2013 to 2020 that were established by the competent authority of the Member State before 1 March 2017; and

(b) the cross-sectoral correction factor provided for in Article 4 of, and Annex II to, Decision 2013/448/EU, in its original version, is applicable to additional allocations for the years 2013 to 2017 that were/are awarded by judicial decision after 1 March 2017; and

(c) the cross-sectoral correction factor provided for in Article 4 of, and Annex II to, Decision 2013/448/EU, in the version of Decision 2017/126/EU, applicable after 1 March 2017, is applicable to additional allocations for the years 2018 to 2020 that were/are awarded by judicial decision after 1 March 2017?

([1]) Commission Decision of 27 April 2011 determining transitional Union-wide rules for harmonised free allocation of emission allowances pursuant to Article 10a of Directive 2003/87/EC of the European Parliament and of the Council (notified under document C(2011) 2772) (OJ 2011 L 130, p. 1).

Request for a preliminary ruling from the Budai Központi Kerületi Bíróság (Hungary) lodged on 4 May 2017 — VE v WD

(Case C-232/17)

(2017/C 256/03)

Language of the case: Hungarian

Referring court

Budai Központi Kerületi Bíróság

Parties to the main proceedings

Applicant: VE

Defendant: WD

Questions referred

1. With regard to the interpretation of the opportunity to examine all the terms of a contract, referred to in the twentieth recital of Directive 93/13, and the requirement that that contract be drafted in plain, intelligible language, laid down in Articles 4(2) and 5 of the same directive, are the relevant contractual terms to be regarded as not being unfair in the case where the consumer is not given an opportunity to examine the amount of any essential element of the loan agreement (the subject matter of the agreement, that is to say the loan amount, the repayment instalments and the interest on the transaction) until after the agreement has been concluded (not because this is objectively necessary but pursuant to a stipulation to that effect which has been laid down by the seller or supplier in the standard terms and conditions of contract and has not been individually negotiated), by means of a declaration of intent by the seller or supplier which is unilateral (notwithstanding that it states that it forms part of the agreement) and legally binding on the consumer?

2. With regard to the interpretation of the opportunity to examine all the terms of a contract, referred to in the twentieth recital of Directive 93/13, and the requirement that that contract be drafted in plain, intelligible language, laid down in Articles 4(2) and 5 of the same directive, are the relevant contractual terms to be regarded as not being unfair in the case where the loan agreement communicates any essential element thereof (the subject matter of the agreement, that is to say the loan amount, the repayment instalments and the interest on the transaction) only by use of the expression 'for information purposes', without making it clear whether or not the part communicated for information purposes is legally binding or capable of forming the basis of rights and obligations?

3. With regard to the interpretation of the opportunity to examine all the terms of a contract, referred to in the twentieth recital of Directive 93/13, and the requirement that that contract be drafted in plain, intelligible language, laid down in Articles 4(2) and 5 of the same directive, are the relevant contractual terms to be regarded as not being unfair in the case where the loan agreement defines any essential element by using incorrect terminology, in particular where, in a foreign-exchange-based loan agreement (in which the credit provided for in the loan agreement is determined and recorded in a foreign currency ('the credit currency') and the obligation to pay that credit is fulfilled in the national currency ('the fulfilment currency')),

   (1) the loan amount is classified as

      — the amount of the line of credit, expressed in the credit currency; or

      — the maximum limit of the loan amount, determined in the credit currency; or

      — the financing requested by the consumer, determined in the fulfilment currency; or

      — the disbursement limit, determined in the fulfilment currency?

   (2) the repayment instalments are classified as the maximum foreseeable limit of the repayment instalments, expressed in the credit currency and/or in the fulfilment currency?

4. With regard to the interpretation of the opportunity to examine all the terms of a contract, referred to in the twentieth recital of Directive 93/13, and the requirement that that contract be drafted in plain, intelligible language, laid down in Articles 4(2) and 5 of the same directive, are the relevant contractual terms to be regarded as not being unfair in the case where, in a foreign-exchange-based loan agreement (not because this is objectively necessary but pursuant to a stipulation to this effect which has been laid down by the seller or supplier in the standard terms and conditions of contract and has not been not been individually negotiated), the [elements forming the] subject matter of the agreement, that is to say the loan amount and repayment instalments,

   (1) are determined, in the credit currency, by means of a specific amount (consisting exclusively in a series of characters made up of digits ranging between 0 and 9) and, in the fulfilment currency, at most by means of an accurate calculation method?

   (2) are determined, in the fulfilment currency, by means of a specific amount and, in the credit currency, at most by means of an accurate calculation method?

   (3) are determined, in both the credit currency and the fulfilment currency, at most by means of an accurate calculation method?

   (4) are not determined at all in the credit currency and are determined in the fulfilment currency at most by means of an accurate calculation method?

   (5) are not determined at all in the fulfilment currency and are determined in the credit currency at most by means of an accurate calculation method?

   4.1. In the context of Question 4(5) above, in the event that there is no need to determine any specific amount and include it in the loan agreement at the time when it is concluded, is the possibility of making an accurate calculation of the loan amount at the time when the agreement is concluded guaranteed, where (not because this is objectively necessary but pursuant to a stipulation to this effect which has been laid down by the seller or supplier in the standard terms and conditions of contract and has not been individually negotiated)

      (1) the loan agreement does not contain the specific loan amount in any currency;

      (2) the loan agreement contains the specific financing requested by the consumer or the specific disbursement limit, expressed in the fulfilment currency;

      (3) the loan agreement does not contain the loan amount in the form of an accurate calculation method in the currency of fulfilment; and,

(4) so far as concerns the accurate calculation of the loan amount in the credit currency, the calculation component expressed in the loan agreement is not precise, being only a maximum limit (the specific financing requested by the consumer or the specific limit of the disbursement, expressed in the fulfilment currency)?

4.2.

4.2.1. In the event that there is no need to establish specific amounts and include them in the loan agreement at the time when it is concluded, is it the case, so far as concerns an accurate calculation, that:

(1) it is a legal requirement for the loan agreement to determine the amount of the subject matter of the agreement, that is to say the loan amount and the repayment instalments (in the case of variable-interest products, the repayment instalments corresponding to the first interest period), by means of a method for making an accurate calculation at the time when the agreement is concluded; or

(2) it is sufficient for the loan agreement, at the time when it is concluded, to contain objectively identifiable parameters enabling those values (the subject matter of the agreement and the repayment instalments) to be calculated at a future date (that is to say for the loan agreement (at the time when it is concluded) to prescribe only the parameters for making an accurate calculation in the future)?

4.2.2. In the event that it is sufficient for the amount of the subject matter of the agreement, that is to say the loan amount and the repayment instalments (in the case of variable-interest products, the repayment instalments corresponding to the first interest period) to be capable of being calculated in the credit currency at a future date, must that future date (which, logically, will be the point at which the amount of the credit advanced under the agreement is established in the credit currency) be objectively determined in the loan agreement at the time when it is concluded or may the determination of that future date be one of the discretionary powers exercised exclusively by the seller or supplier?

4.3. So far as concerns products based on periodically variable interest rates, is it be regarded as sufficient and therefore not unfair, in the case of repayment instalments, for the specific amounts and/or the accurate calculation method to be established in the credit currency and/or the fulfilment currency (and included in the loan agreement at the time when it is concluded) in relation to the first interest period falling within the term of the agreement, or is it a legal requirement that the accurate calculation method be established in the credit currency and/or the fulfilment currency (and included in the loan agreement at the time when it is concluded) in relation to all the interest periods falling within the term of the agreement?

4.4. Can an accurate calculation be guaranteed in such a way as not to be unfair only by use of the relevant mathematical formula, or is another method feasible?

4.4.1. In the event that an accurate calculation need not be guaranteed by use of the relevant mathematical formula, would a sufficiently precise textual description be feasible?

4.4.2. In the event that a clear calculation need not be guaranteed by use of the relevant mathematical formula, would it even be feasible for reference to be made to technical terms (such as annuity or linear depreciation, for example), without any further explanation?

Request for a preliminary ruling from the Supremo Tribunal Administrativo (Portugal) lodged on 10 May 2017 — Instituto de Financiamento da Agricultura e Pescas, IP v António da Silva Rodrigues

(Case C-243/17)

(2017/C 256/04)

Language of the case: Portuguese

Referring court

Supremo Tribunal Administrativo

Parties to the main proceedings

Applicant: Instituto de Financiamento da Agricultura e Pescas, IP

Defendant: António da Silva Rodrigues

Questions referred

1. What is the date from which the limitation period of four years provided for in the first subparagraph of Article 3(1) ([1]) [of Regulation No 2988/95] starts to run for instantaneous infringements (not continuous or repeated)?

2. In the case of an infringement that is not continuous or repeated, are the rules applicable according to which 'in the case of multiannual programmes, the limitation period shall in any case run until the programme is definitively terminated'?

3. Does the rule laid down in Article 3, according to which the 'limitation shall become effective at the latest on the day on which a period equal to twice the limitation period expires without the competent authority having imposed a penalty' also apply in the case of a multiannual programme, that is to say, does the period referred to here also run until the termination of the multiannual programme?

4. Which of the following is the meaning of the expression 'In the case of multiannual programmes, the limitation period shall in any case run until the programme is definitively terminated':

   (a) the limitation period never expires before the definitive termination of a multiannual programme?

   (b) the limitation period is suspended as long as the programme lasts, that is, until its definitive termination, and starts running again as of that moment?

   (c) the limitation period continues to run and, therefore, even if the programme in question is multiannual, proceedings may be time-barred before the definitive termination of the programme if, in the meantime, that period has expired?

([1]) Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests — OJ 1995 L 312, p. 1.

Request for a preliminary ruling from the Juzgado de lo Social No 2, Cádiz (Spain) lodged on 12 May 2017 — Moisés Vadillo González v Alestis Aerospace, S.L.

(Case C-252/17)

(2017/C 256/05)

Language of the case: Spanish

Referring court

Juzgado de lo Social No 2, Cádiz

Parties to the main proceedings

Applicant: Moisés Vadillo González

Defendant: Alestis Aerospace, S.L.

Questions referred

1. Does Directive 2010/18/EU ([1]) preclude an interpretation of Article 37.4 ET (leave of absence of an hour every day until the child reaches nine months of age) to the effect that, regardless of the sex of either parent, such leave is not be granted to the person applying for it if the other parent is unemployed?

2. Does Article 3 of Directive 2006/54/EC, ([2]) which seeks to guarantee full equality between men and women in their working lives, preclude an interpretation of the said Article 37.4 ET to the effect that, if the male parent is working, he has no entitlement to such leave if his wife and fellow parent is unemployed?

([1]) Council Directive 2010/18/EU of 8 March 2010 implementing the revised Framework Agreement on parental leave concluded by BUSINESSEUROPE, UEAPME, CEEP and ETUC and repealing Directive 96/34/EC
OJ 2010 L 68, p. 13

([2]) Directive 2006/54/EC of the European Parliament and of the Council of 5 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast)
OJ 2006 L 204, p. 23

Request for a preliminary ruling from the Rechtbank Rotterdam (Netherlands) lodged on 15 May 2017 — Sandd B.V. v Autoriteit Consument en Markt (ACM)

(Case C-256/17)

(2017/C 256/06)

Language of the case: Dutch

Referring court

Rechtbank Rotterdam

Parties to the main proceedings

Applicant: Sandd B.V.

Defendant: Autoriteit Consument en Markt

Other party to the proceedings: PostNL

Questions referred

1) Must Article 14(2) of Directive 97/67/EC ([1]) of the European Parliament and of the Council of 15 December 1997 on common rules for the development of the internal market of Community postal services and the improvement of quality of service, as amended by Directive 2008/6/EC ([2]) of the European Parliament and of the Council of 20 February 2008 amending Directive 97/67/EC with regard to the full accomplishment of the internal market of Community postal services (the Postal Directive) be interpreted as meaning that it follows that national legislation must provide that universal service providers must, in their internal accounting, keep separate accounts for each of the services and products which are part of the universal service in order to be able to make a clear distinction between each of the services and products which are part of the universal service and services and products which are not part of such a service, or does it only follow from that provision that an accounting distinction must be made between, on the one hand, the services and products which are part of the universal service and, on the other hand, services and products which are not part of such a service?

2) Must the introductory paragraph and second indent of Article 12 of Directive 97/67/EC of the European Parliament and of the Council of 15 December 1997 on common rules for the development of the internal market of Community postal services and the improvement of quality of service, as amended by Directive 2008/6/EC of the European Parliament and of the Council of 20 February 2008 amending Directive 97/67/EC with regard to the full accomplishment of the internal market of Community postal services be interpreted as meaning that each individual service that is part of the universal service must be cost-oriented?

3) Does the requirement laid down in the introductory paragraph and second indent of Article 12 of Directive 97/67/EC of the European Parliament and of the Council of 15 December 1997 on common rules for the development of the internal market of Community postal services and the improvement of quality of service, as amended by Directive 2008/6 EC of the European Parliament and of the Council of 20 February 2008 amending Directive 97/67/EC with regard to the full accomplishment of the internal market of Community postal services, that prices must be cost-oriented and give incentives for an efficient universal service provision preclude the adoption for an indefinite period of a fixed rate of return by which the costs of the universal postal services are increased having regard to tariff headroom?

(1) OJ 1997 L 15, p. 14.
(2) OJ 2008 L 52, p. 3.

Request for a preliminary ruling from the Budai Központi Kerületi Bíróság (Hungary) lodged on 16 May 2017 — Zoltán Rózsavölgyi and Zoltánné Rózsavölgyi v Unicredit Leasing Hungary Zrt. and Unicredit Leasing Immo Truck Zrt.

(Case C-259/17)

(2017/C 256/07)

Language of the case: Hungarian

Referring court

Budai Központi Kerületi Bíróság

Parties to the main proceedings

Applicants: Zoltán Rózsavölgyi and Zoltánné Rózsavölgyi

Defendants: Unicredit Leasing Hungary Zrt. and Unicredit Leasing Immo Truck Zrt.

Questions referred

1. Given, in particular, that when the definition of the main subject matter of a contract is found to be unfair, the contract is consequently invalid in its entirety (and not merely in part), may a declaration that the term defining the main subject-matter of a loan agreement is invalid because of its unfairness (meaning that the consumer cannot be bound by that term) have as a consequence (for example, through the application of a court decision, a particular legal consequence laid down by a provision of national law, a regulatory provision or a decision harmonising the law) that the legal characterisation of the contract, or its effects, changes such that, in particular, a foreign currency based loan agreement (in which the credit provided for in the loan agreement is determined and denominated in a foreign currency ('the credit currency') and the obligation to pay that credit is fulfilled in the national currency ('the payment currency')), must be regarded as a loan agreement denominated in Hungarian forints?

   1.1. In the event that the application of the invalidity resulting from the unfairness of the term defining the main subject-matter of a loan agreement may have as a consequence that the legal characterisation of the agreement, or its effects, changes, may the alteration of that legal characterisation have as a consequence (for example, through the application of a court decision, a particular legal consequence laid down by a provision of national law, a regulatory provision or a decision harmonising the law) that certain parameters of the legal relationship having a financial impact may also change to the detriment of the consumer (for example, the retroactive application of the market interest rate for loans denominated in Hungarian forints or of the Central Bank base rate instead of the lower interest rate laid down in the agreement)?

2. Are the legal consequences entailed by the unfairness [of a term] a purely legal question, of an absolute nature, or may regard be had, in the assessment of those consequences, to

   (1) the contractual practice followed as regards types of contracts other than those to which the unfair term relates;

   (2) the alleged vulnerability of certain operators directly concerned financially (for example, the group of borrowers in a foreign currency and the banking system); or

(3) the interests of third persons or certain groups which are not directly concerned financially, for example because, following the invalidity, the members of the group of borrowers in foreign currencies are, for the most part, ultimately liable to find themselves, from an accounting perspective, in a more advantageous situation than that of the group of borrowers in forint.

3. For the purposes of Article 3(1), Article 4(2), Article 5 and Article 6(1) of Directive 93/13/EEC ([1]) (that is to say, for the purposes of assessing the unfairness and its legal effects), may the term imposing the currency risk on the consumer (that is to say the provision(s) of the contract governing the allocation of the risk) be composed of various terms?

4. May Article 6(1) of Directive 93/13/EEC (according to which the unfair terms used in a contract concluded with a consumer by a seller or supplier are not binding on the consumer) be interpreted as meaning that a term (not a specific part of that term, but the term taken as a whole) may be either unfair in its entirety or both partly fair and partly unfair, with the result that it remains applicable in part and (for example, depending on the assessment of the court in a specific case) may be binding on the consumer to a certain extent (that is to say, that, as regards its effects, the term is unfair only to a certain extent in both cases), for example, through the application of a court decision, a particular legal consequence laid down by a provision of national law, a regulatory provision or a decision harmonising the law?

4.1. In the event that Article 6(1) of Directive 93/13 must be interpreted as meaning that a given term may be unfair in its entirety or both partly fair and partly unfair, with the result that it remains applicable in part and may be binding on the consumer to a certain extent (that is to say, that, as regards its effects, the term is unfair only to a certain extent in both cases), may the declaration of invalidity of the entire loan agreement as a result of the unfair nature of the term in question, which defines the main subject-matter of the contract, give rise to the consequence that the consumer is, from an accounting perspective, in a less favourable situation and the seller or supplier in a more favourable situation than if, for the same reason, the loan agreement were merely declared unfair in part (in which case the other terms of the contract would continue to be binding on parties without any change to the content of those terms).

5.

5.1. In view of its financial consequences, is it possible not to characterise as unfair, in that it is drafted in a clear and comprehensible manner, a term which places the currency risk on the consumer (a term used as a standard contractual term by the seller or supplier and which was not individually negotiated) and which was drafted in fulfilment of a legal obligation to provide information, necessarily of general application, where that term does not contain an express warning that the amount of the repayment instalments to be paid under the loan agreement may exceed the amount of the consumer's income noted by the seller or supplier in the examination of creditworthiness; given also the fact that the relevant national legislation provides for a detailed written presentation of the risk and not a mere statement of the existence of the risk and its allocation; since, moreover, according to paragraph 74 of the judgment delivered by the Court of Justice of the European Union in Case C-26/13, the seller or supplier may be required not only to render the risk identifiable for the consumer, but also to ensure that the consumer is able to assess the potentially significant financial consequences for him resulting from the currency risk allocated to him and, therefore, the total cost of the sum borrowed?

5.2. In view of its financial consequences, is it possible not to characterise as unfair, in that it is drafted in a clear and comprehensible manner, a term which places the currency risk on the consumer (a term used as a standard contractual term by the seller or supplier and which was not individually negotiated) and which was drafted in fulfilment of a legal obligation to provide information, necessarily of general application, where that term does not contain an express warning that the amount of the outstanding capital may exceed the value of the debtor's assets noted by the seller or supplier in the examination of creditworthiness; given also the fact that the relevant national legislation provides for a detailed written presentation of the risk and not a mere statement of the existence of the risk and its allocation; since, moreover, according to paragraph 74 of the judgment delivered by the Court of Justice of the European Union in Case C-26/13, the seller or supplier may be required not only to render the risk identifiable for the consumer, but also to ensure that the consumer is able to assess the potentially significant financial consequences for him resulting from the currency risk allocated to him and, therefore, the total cost of the sum borrowed?

5.3. In view of its financial consequences, is it possible not to characterise as unfair, in that it is drafted in a clear and comprehensible manner, a term which places the currency risk on the consumer (a term used as a standard contractual term by the seller or supplier and which was not individually negotiated) and which was drafted in fulfilment of a legal obligation to provide information, necessarily of general application, where that term does not contain an express warning that (1) there is no ceiling to the potential fluctuations in the exchange rate; (2) there is a real possibility of a fluctuation of the exchange rate, which may occur during the entire repayment period; (3) the amount of the repayment instalments may increase without limit following such a fluctuation; (4) following a fluctuation of the exchange rate, not only the amount of the repayment instalments, but also that of the outstanding capital may increase without limit; (5) there are no limits to the losses that may be incurred; (6) the effectiveness of the necessary preventative measures is limited and requires constant vigilance, (7) which the seller or supplier cannot ensure; taking into account also the fact that the relevant national legislation provides for a detailed written presentation of the risk and not a mere statement of the existence of the risk and its allocation; since, moreover, according to paragraph 74 of the judgment delivered by the Court of Justice of the European Union in Case C-26/13, the seller or supplier may be required not only to render the risk identifiable for the consumer, but also to ensure that the consumer is able to assess the potentially significant financial consequences for him resulting from the currency risk allocated to him and, therefore, the total cost of the sum borrowed?

5.4. In view, inter alia, of the fact that the national case-law or legislation establishes, or may establish, that, in the case of foreign currency based loan agreements, the consumer may borrow in the foreign currency as a result of the more favourable interest rates during the period considered as compared with loans denominated in Hungarian forints, in consideration for which he alone bears the effects of a fluctuation of the exchange rate; taking into account also that the national case-law or legislation establishes, or may establish, that the unfair nature of the unilateral and unforeseeable transfer of contractual responsibilities after the conclusion of the loan agreement cannot be assessed, since the grounds of invalidity must exist at the time the contract is concluded; taking into account, in addition, that the relevant national legislation provides for a detailed written presentation of the risk and not a mere statement of the existence of the risk and its allocation; since, moreover, according to paragraph 74 of the judgment delivered by the Court of Justice of the European Union in Case C-26/13, the seller or supplier may be required not only to render the risk identifiable for the consumer, but also to ensure that the consumer is able to assess that risk, is it possible, in view of its financial consequences, not to characterise as unfair, in that it is drafted in a clear and comprehensible manner, a term which places the currency risk on the consumer (a term used as a standard contractual term by the seller or supplier and which was not individually negotiated) and which was drafted in fulfilment of a legal obligation to provide information, necessarily of general application, where that term does not contain an express warning regarding the foreseeable direction of the fluctuation of the exchange rate during the term of the agreement (at the very least during the initial period) and its minimum and/or maximum values (for example by relying on the method for calculating forward interest rates and/or on the interest rate parity principle — according to which, as regards loans denominated in foreign currencies, it is possible to predict with a high degree of certainty that an advantage with respect to interest rates, namely the fact that the LIBOR (London Interbank Offered Rate] or the EURIBOR (Euro Interbank Offered Rate) is less that the BUBOR (Budapest Interbank Offered Rate), means that the consumer suffers a currency loss, since the value of the payment currency falls by comparison with the credit currency)?

5.5. In view of its financial consequences, is it possible not to characterise as unfair, in that it is drafted in a clear and comprehensible manner, a term which places the currency risk on the consumer (a term used as a standard contractual term by the seller or supplier and which was not individually negotiated) and which was drafted in fulfilment of a legal obligation to provide information, necessarily of general application, where that term does not contain an express warning indicating precisely (for example by comparing, through a set of data or a graph, the changes in the exchange rate of the foreign currency in which the debt is denominated with that of the payment currency during a period at least as long as that of the consumer's commitment) the risk actually incurred by the debtor because he is liable for the currency risk; taking into account, in addition, that the relevant national legislation provides for a detailed written presentation of the risk and not a mere statement of the existence of the risk and its allocation; since, moreover, according to paragraph 74 of the judgment delivered by the Court of Justice of the European Union in Case C-26/13, the seller or supplier may be required not only to render the risk identifiable for the consumer, but also to ensure that the consumer is able to assess the potentially significant financial consequences for him resulting from the currency risk allocated to him and, therefore, the total cost of the sum borrowed?

5.6. Taking account of the fact that the national case-law or legislation establishes, or may establish, that, in the case of foreign currency based loan agreements, the consumer may borrow in foreign currencies because of a more favourable interest rate during the period concerned as compared with loans denominated in Hungarian forint, in consideration for which he alone bears the risks of a fluctuation of the exchange rate; taking into account, in addition, that the relevant national legislation provides for a detailed written presentation of the risk and not a mere statement of the existence of the risk and its allocation; and since, moreover, according to paragraph 74 of the judgment delivered by the Court of Justice of the European Union in Case C-26/13, the seller or supplier may be required not only to render the risk identifiable for the consumer, but also to ensure that the consumer is able to assess that risk, is it permissible to characterise as fair, in that it is drafted in a clear and understandable manner, having regard to its financial consequences, a term which places the currency risk on the consumer (a term used as a standard contractual term by the seller or supplier and which was not individually negotiated) and which was drafted in fulfilment of a legal obligation to provide information, necessarily of general application, where that term does not contain an express warning indicating (for example explicitly and quantified by a set of data relating to a past period at least as long as that of the consumer's commitment) the amount of profits foreseeable as regards interest in the event that the BUBOR is applied in the case of loans denominated in Hungarian forints and the LIBOR or the EURIBOR in the case of loans denominated in a foreign currency?

6. For the purposes of assessing the unfairness of a contractual term which allocates the currency risk to the consumer (a term used as a standard contractual term by the seller or supplier and which was not individually negotiated) and which was drafted in fulfilment of a legal obligation to provide information, necessarily of general application, how should the burden of proof be allocated between the consumer and the seller or supplier in order to assess whether the consumer actually had the opportunity, before the conclusion of the loan agreement, to become acquainted with the term in question to which he was irrevocably bound (Article 3(3) of Directive 93/13/EEC and point 1(i) of the annex)?

7. Must it be considered that, in foreign currency based loan agreements — that is to say, for the purposes of transactions in relation to services whose price is linked to fluctuations in an exchange rate on the monetary markets — credit institutions which conclude agreements with a consumer using their own foreign currency exchange rates are sellers or suppliers who do not control the price fluctuations within the meaning of point 2(c) of the annex to Directive 93/13/EEC?

(1) Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993, L 95, p. 29).

Request for a preliminary ruling from the Županijski sud u Zagrebu (Croatia) lodged on 18 May 2017 — Ured za suzbijanje korupcije i organiziranog kriminaliteta v AY

(Case C-268/17)

(2017/C 256/08)

Language of the case: Croatian

Referring court

Županijski sud u Zagrebu

Parties to the main proceedings

Applicant: Ured za suzbijanje korupcije i organiziranog kriminaliteta

Defendant: AY

Questions referred

1. Is Article 4(3) of Framework Decision 2002/584/JHA to be interpreted as meaning that the decision not to prosecute for an offence on which a European arrest warrant is based or to halt proceedings relates only to the offence on which the European arrest warrant is based or is that provision to be understood as meaning that the cessation or discontinuation of proceedings must also concern the requested person as the suspect/accused in those proceedings?

2. May a Member State refuse, pursuant to Article 4(3) of Framework Decision 2002/584/JHA, to execute a European arrest warrant which has been issued when the judicial authority of the other Member State has decided either not to prosecute for the offence on which the European arrest warrant is based or to halt proceedings where the requested person had the status of a witness and not of a suspect/accused in the proceedings?

3. Does the decision to terminate an investigation in which the requested person did not have the status of a suspect but was interviewed as a witness constitute, for the other Member States, a ground not to act on the European arrest warrant which has been issued in accordance with Article 3(2) of Framework Decision 2002/584/JHA?

4. What is the link between the mandatory ground for refusal of surrender laid down in Article 3(2) of the Framework Decision, where 'the executing judicial authority is informed that the requested person has been finally judged by a Member State in respect of the same acts', and the optional ground for refusal of surrender laid down in Article 4(3) of the Framework Decision, where 'a final judgment has been passed upon the requested person in a Member State, in respect of the same acts, which prevents further proceedings'?

5. Is Article 1(2) of Framework Decision 2002/584/JHA to be interpreted as meaning that the executing State is required to adopt a decision on any European arrest warrant communicated to it, even where it has already taken a decision on a previous European arrest warrant issued by the other judicial authority against the same requested person in the same criminal proceedings and where the new European arrest warrant is issued because of a change in circumstances in the State issuing the European arrest warrant (decision to refer — initiation of criminal proceedings, stricter evidential criteria relating to the commission of the offence, new competent judicial authority/court)?

Request for a preliminary ruling from the Conseil d'État (France) lodged on 19 May 2017 — Fédération des fabricants de cigares and Others v Premier ministre, Ministre des Affaires sociales et de la Santé

(Case C-288/17)

(2017/C 256/09)

Language of the case: French

Referring court

Conseil d'État

Parties to the main proceedings

Applicants: Fédération des fabricants de cigares, Coprova, E-Labo France, Smakq développement, Société nationale d'exploitation industrielle des tabacs et allumettes (SEITA), British American Tobacco France

Defendants: Premier ministre, Ministre des Affaires sociales et de la Santé

Interveners: Société J. Cortès France, Scandinavian Tobacco Group France, Villiger France

Questions referred

1. Must Article 13(1) and (3) of Directive 2014/40/EU of the European Parliament and of the Council of 3 April 2014 ([1]) be interpreted as prohibiting the use, on unit packets, outside packaging and tobacco products, of any brand name calling to mind certain qualities, however well-known it is?

2. Depending on the interpretation to be given to Article 13(1) and (3) of the directive, do those provisions, in so far as they apply to names and trade marks, comply with the right to property, freedom of expression, the freedom to conduct a business and the principles of proportionality and legal certainty?

3. If the preceding question is answered in the affirmative, under what conditions can a Member State, without infringing the right to property, freedom of expression, the freedom to conduct a business and the principle of proportionality, avail itself of the option open to it under Article 24(2) of the directive in order to require manufacturers and importers to have plain, standardised unit packets and outside packaging?

(1) Directive 2014/40/EU of the European Parliament and of the Council of 3 April 2014 on the approximation of the laws, regulations and administrative provisions of the Member States concerning the manufacture, presentation and sale of tobacco and related products and repealing Directive 2001/37/EC (OJ 2014 L 127, p. 1).

Request for a preliminary ruling from the Tribunal Arbitral Tributário (Centro de Arbitragem Administrativa — CAAD) (Portugal) lodged on 22 May 2017 — MEO — Serviços de Comunicações e Multimédia SA v Autoridade Tributária e Aduaneira

(Case C-295/17)

(2017/C 256/10)

Language of the case: Portuguese

Referring court

Tribunal Arbitral Tributário

Parties to the main proceedings

Applicant: MEO — Serviços de Comunicações e Multimédia SA

Defendant: Autoridade Tributária e Aduaneira

Questions referred

1. Must Articles 2(1)(c), 64(1), 66(a) and 73 of Directive 2006/112/EC (1) be interpreted as meaning that a telecommunications operator (television, internet, mobile network and fixed network) is liable for value added tax as a result of charging its customers — in a case of termination, for reasons attributable to the customer, of a contract containing an obligation to be bound by the contract for a defined term (tie-in period) before the end of that period — a pre-determined amount, corresponding to the basic monthly amount payable by the customer under the contract, multiplied by the number of monthly payments that are still to be made before the end of the tie-in period, the operator having, at the time when that amount is invoiced and independently of its actual payment, already ceased to provide the services, where:

   (a) the contractual purpose of the amount invoiced is to deter the customer from disregarding the tie-in period which he has undertaken to observe and to make good the damage sustained by the operator as a result of the failure to complete the tie-in period — in particular, on account of loss of the profit the operator would have obtained if the contract had continued until the end of the period, as well as on account of the agreement to charge lower tariffs, the supply of equipment or other offers, free of charge or at discounted prices, and the costs of advertising and of acquiring customers;

   (b) contracts negotiated with a tie-in period entail higher remuneration for the commercial intermediaries who obtained them than contracts obtained by them without a tie-in period and that remuneration is calculated, in each case (that is, as regards contracts with or without a tie-in), on the basis of the amount set for monthly payments in the contracts obtained;

   (c) the amount invoiced may be classified, under national law, as a penalty clause?

2. Is the answer to the first question liable to change in the event that one or more of the situations described in points (a), (b) and (c) of that question does not apply?

(1) Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax (OJ 2006 L 347, p. 1).

Request for a preliminary ruling from the Varhoven kasatsionen sad (Bulgaria) lodged on 22 May 2017 — Wiemer & Trachte GmbH (in insolvency) v Zhan Oved Tadzher

(Case C-296/17)

(2017/C 256/11)

Language of the case: Bulgarian

Referring court

Varhoven kasatsionen sad

Parties to the main proceedings

Appellant: Wiemer & Trachte GmbH (in insolvency)

Respondent: Zhan Oved Tadzher

Questions referred

1. Is Article 3(1) of Council Regulation (EC) No 1346/2000 ([1]) of 29 May 2000 on insolvency proceedings to be interpreted as meaning that the jurisdiction of the courts of the Member State within the territory of which insolvency proceedings have been opened to hear and determine an action to set a transaction aside by virtue of the debtor's insolvency which has been brought against a defendant whose registered office or habitual residence is in another Member State is exclusive, or, in the case of Article 18(2) of that regulation, is the liquidator empowered to bring an action to set aside before a court in the Member State within the territory of which the defendant has his registered office or habitual residence, where the action to set aside brought by the liquidator is based on a disposal of moveable assets carried out in the other Member State?

2. Is an obligation which was honoured for the benefit of the debtor in one Member State, via the managing director of an establishment of the debtor company registered in that Member State, deemed to have been discharged, in accordance with Article 24(2) in conjunction with Article 24(1) of Regulation No 1346/2000, where, at the time when that obligation was honoured, a request for the opening of insolvency proceedings in respect of the debtor's assets had been made and a provisional liquidator had been appointed in another Member State, but no judgment opening insolvency proceedings had been delivered?

3. Does Article 24(1) of Regulation No 1346/2000, on the honouring of an obligation, apply to the payment of a sum of money to the debtor, where the original transfer of that sum from the debtor to the person honouring the obligation is regarded as being invalid under the national law of the insolvency court and that invalidity follows from the opening of the insolvency proceedings?

4. Does the presumption of a lack of awareness provided for in Article 24(2) of Regulation No 1346/2000 apply where the authorities referred to in the second sentence of Article 21(2) have not taken all necessary measures to ensure that the decisions by which the insolvency court appointed a provisional liquidator and ordered that disposals of assets effected by the company are to be valid only with the consent of the provisional liquidator are published in the register of the Member State within the territory of which the debtor has an establishment, where the Member State in which the establishment has its registered office provides for the mandatory publication of those decisions, even though it recognises them in accordance with Article 25 in conjunction with Article 16 of that regulation?

([1]) OJ 2000 L 160, p. 1.

Request for a preliminary ruling from the Conseil d'État (France) lodged on 23 May 2017 — France Télévisions SA v Playmédia, Conseil supérieur de l'audiovisuel (CSA)

(Case C-298/17)

(2017/C 256/12)

Language of the case: French

Referring court

Conseil d'État

Parties to the main proceedings

Applicant: France Télévisions SA

Defendants: Playmédia, Conseil supérieur de l'audiovisuel (CSA)

Questions referred

1. Must an undertaking that offers live streaming of television programmes online be regarded, on the basis of that fact alone, as an undertaking providing an electronic communications network used for the distribution of radio or television broadcasts to the public within the meaning of Article 31(1) of Directive 2002/22/EC ([1]) of 7 March 2002?

2. If the answer to the first question is in the negative, can a Member State, without infringing the Directive or other provisions of EU law, impose an obligation for the distribution of radio and television services on both undertakings providing electronic communications networks and on undertakings which, without providing such networks, offer live streaming of television programmes online?

3. If the answer to the second question is in the affirmative, it is open to the Member States not to make the 'must carry' obligation, on the part of service distributors not providing electronic communications networks, subject to all the conditions laid down in Article 31(1) of Directive 2002/22/EC of 7 March 2002, even though the fulfilment of those conditions is required on the part of network operators under the Directive?

4. Can a Member State imposing a 'must carry' obligation for the transmission of certain radio or television services on certain networks impose, without infringing the directive, an acceptance requirement for the distribution of those services on those networks, including distribution online, where the service in question already distributes its own programmes online?

5. With regard to distribution online, must the condition requiring a significant number of end-users of networks subject to the 'must carry' obligation to use them as their principal means of receiving radio and television broadcasts, set out in Article 31(1) of Directive 2002/22 EC, be assessed in relation to all users viewing television programmes streamed live online, or only in relation to users of the site subject to the 'must carry' obligation?

([1]) Directive 2002/22/EC of the European Parliament and of the Council of 7 March 2002 on universal service and users' rights relating to electronic communications networks and services (Universal Service Directive) (OJ 2002 L 108, p. 51).

Request for a preliminary ruling from the Varhoven administrativen sad (Bulgaria) lodged on 29 May 2017 — Geocycle Bulgaria EOOD v Direktor na direktsia 'Obzhalvane i danachno-osiguritelna praktika' — Veliko Tarnovo, pri Tsentralno upravlenie na Natsionalnata agentsia za prihodite

(Case C-314/17)

(2017/C 256/13)

Language of the case: Bulgarian

Referring court

Varhoven administrativen sad

Parties to the main proceedings

Appellant: Geocycle Bulgaria EOOD

Respondent: Direktor na direktsia 'Obzhalvane i danachno-osiguritelna praktika' — Veliko Tarnovo, pri Tsentralno upravlenie na Natsionalnata agentsia za prihodite

Question referred

1. Is there a breach of the principles of fiscal neutrality and effectiveness of the common system of value added tax under the provisions of Council Directive 2006/112/EC ([1]) of 28 November 2006 on the common system of value added tax if, in a case such as that in the main proceedings, VAT is levied twice on the same supply, once under the general rules, by the supplier showing the tax in the sales invoice, and a second time, by the customer being charged by means of a tax adjustment notice according to the reverse charge mechanism, and if in practice the right to deduct input VAT is refused and national law makes no provision for the VAT shown in the supplier's invoice to be rectified following the conclusion of the tax audit procedure?

([1]) OJ 2006 L 347, p. 1.

Reference for a preliminary ruling from the Spetsializiran nakazatelen sad (Bulgaria) lodged on 31 May 2017 — Criminal proceedings against Ivan Gavanozov

(Case C-324/17)

(2017/C 256/14)

Language of the case: Bulgarian

Referring court

Spetsializiran nakazatelen sad

Party to the main proceedings

Ivan Gavanozov

Questions referred

1. Are national legislation and case-law consistent with Article 14 of Directive 2014/41/EU ([1]) regarding the European Investigation Order in criminal matters, in so far as they preclude a challenge, either directly as an appeal against a court decision or indirectly by means of a separate claim for damages, to the substantive grounds of a court decision issuing a European investigation order for a search on residential and business premises and the seizure of specific items, and allowing examination of a witness?

2. Does Article 14(2) of the directive grant, in an immediate and direct manner, to a concerned party the right to challenge a court decision issuing a European investigation order, even where such a procedural step is not provided for by national law?

3. Is the person against whom a criminal charge was brought, in the light of Article 14(2) in connection with Article 6(1)(a) and Article 1(4) of the directive, a concerned party, within the meaning of Article 14(4), if the measures for collection of evidence are directed at third party?

4. Is the person who occupies the property in which the search and seizure was carried out or the person who is to be examined as a witness a concerned party within the meaning of Article 14(4) in connection with Article 14(2) of the directive?

([1]) OJ 2014 L 130, p. 1.

Request for a preliminary ruling from the Riigikohus (Estonia) lodged on 2 June 2017 — AS Starman v Tarbijakaitseamet

(Case C-332/17)

(2017/C 256/15)

Language of the case: Estonian

Referring court

Riigikohus

Parties to the main proceedings

Applicant: AS Starman

Defendant: Tarbijakaitseamet

Questions referred

1. Is Article 21 of Directive 2011/83/EU ([1]) of the European Parliament and of the Council of 25 October 2011 to be interpreted as meaning that a trader can make available a telephone number for which a higher rate than the normal rate applies if the trader, in addition to the telephone number at a higher rate, also offers consumers, in a comprehensible and easily accessible way, a landline number at the normal rate for the purposes of contacting him in relation to a contract concluded?

2. If the answer to Question 1 is in the affirmative, does Article 21 of Directive 2011/83/EU preclude a situation in which a consumer who voluntarily uses a telephone number with a higher rate for contacting a trader in relation to a concluded contract, despite the provision by the trader of a telephone number at the normal rate in a comprehensible and easily accessible manner, is obliged to pay the higher rate for contacting the trader?

3. If the answer to Question 1 is in the affirmative, does the limitation in Article 21 of Directive 2011/83 oblige the trader, together with the speed dial number, everywhere also to present a landline number at the normal rate and information on the differences in price?

([1]) Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ 2011 L 304, p. 64).

Request for a preliminary ruling from the Tribunal Judicial da Comarca de Braga (Portugal) lodged on 1 June 2017 — Caixa Económica Montepio Geral v Carlos Samuel Pimenta Marinho and Others

(Case C-333/17)

(2017/C 256/16)

Language of the case: Portuguese

Referring court

Tribunal Judicial da Comarca de Braga

Parties to the main proceedings

Applicant: Caixa Económica Montepio Geral

Defendants: Carlos Samuel Pimenta Marinho, Maria de Lurdes Coelho Pimenta Marinho, Daniel Pimenta Marinho, Vera da Conceição Pimenta Marinho

Question referred

Does EU Law — in so far as it recognises the fundamental right of Union citizens to consumer protection and the fundamental right to equal treatment of citizens and undertakings, enshrined in Article 38 and Article 21, respectively, of the [Charter of Fundamental Rights of the European Union] — preclude national legislation (sole article of Decree-Law No 32765 of 29 April 1943, which establishes an exception to the general scheme provided for in Article 1143 of the Civil Code), in that that legislation accords the banking sector treatment different from that received by the remaining citizens and undertakings, as regards the form that loan contracts must take, envisaging a less formal form for loan contracts concluded by banks?

Appeal brought on 5 June 2017 by the Republic of Estonia against the judgment of the General Court (First Chamber, Extended Composition) delivered on 24 March 2017 in Case T-117/15 Republic of Estonia v European Commission

(Case C-334/17 P)

(2017/C 256/17)

Language of the case: Estonian

Parties

Appellant: Republic of Estonia (represented by: N. Grünberg)

Other parties to the proceedings: European Commission, Republic of Latvia

Form of order sought

— set aside the judgment of the General Court of 24 March 2017 in Case T-117/15 in so far as it dismissed the action of the Republic of Estonia of 4 March 2015 as inadmissible;

— remit the claims made in Estonia's action of 4 March 2015 to the General Court for decision;

— order the defendant to pay the costs.

Grounds of appeal and main arguments

1. The General Court infringed EU law by finding that the judgments in *Pimix*, ([1]) *Czech Republic* v *Commission* ([2]) and *Lithuania* v *Commission* ([3]) could not be treated as substantial new facts within the meaning of the case-law and therefore declaring inadmissible the action brought by the Republic of Estonia on 4 March 2015 for the annulment of the decision contained in the European Commission's letter of 22 December 2014 (Ares(2014)4324235).

2. Secondly, in paragraphs 13 and 84 its judgment of 24 March 2017, the General Court wrongly stated as the date of publication in the *Official Journal of the European Union* of Regulation No 60/2004 ([4]) in Estonian 4 July 2004 instead of the actual date 4 July 2005. The General Court thereby reached, on the basis of wrong factual elements, a conclusion concerning the possibility of charging operators the levy on the non-elimination of excess sugar stocks solely on the basis of national law.

3. Thirdly, the General Court infringed the obligation to state reasons. More precisely, the General Court did not deal with the obligation to declare excess stocks of sugar as at 1 May 2004, so that the General Court's conclusion that the failure to publish Regulation No 60/2004 in the *Official Journal* in Estonian in due time did not prevent the Republic of Estonia from relying on national law to charge operators the levy on the non-elimination of excess sugar stocks is not comprehensible.

([1]) Judgment in *Pimix*, C-146/11, EU:C:2012:450.
([2]) Judgment in *Czech Republic* v *Commission*, T-248/07, EU:T:2012:170.
([3]) Judgment in *Lithuania* v *Commission*, T-262/07, EU:T:2012:171.
([4]) Commission Regulation (EC) No 60/2004 of 14 January 2004 laying down transitional measures in the sugar sector by reason of the accession of the Czech Republic, Estonia, Cyprus, Latvia, Lithuania, Hungary, Malta, Poland, Slovenia and Slovakia (OJ 2004 L 9, p. 8).

GENERAL COURT

Judgment of the General Court of 27 June 2017 — Deutsche Post v EUIPO — Media Logistik (PostModern)

(Case T-13/15) ([1])

(EU trade mark — Opposition proceedings — Application for EU word mark PostModern — Earlier national word mark POST and earlier EU word mark Deutsche Post — Relative ground for refusal — No likelihood of confusion — Article 8(1)(b) of Regulation (EC) No 207/2009 — Evidence submitted for the first time before the General Court)

(2017/C 256/18)

Language of the case: German

Parties

Applicant: Deutsche Post AG (Bonn, Germany) (represented by: initially K. Hamacher and C. Giersdorf, K. Hamacher, and finally K. Hamacher and G. Müllejans, lawyers)

Defendant: European Union Intellectual Property Office (represented by: S. Hanne, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court: Media Logistik GmbH (Dresden, Germany) (represented by: S. Risthaus, lawyer)

Re:

Action brought against the decision of the First Board of Appeal of EUIPO of 3 November 2014 (Case R 2063/2013-1), relating to opposition proceedings between Deutsche Post and Media Logistik.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Deutsche Post AG to pay the costs.*

([1]) OJ C 107, 30.3.2015.

Judgment of the General Court of 20 June 2017 — Industrie Aeronautiche Reggiane v EUIPO (NSU)

(Case T-541/15) ([1])

(EU trade mark — Opposition proceedings — Application for EU word mark NSU — Prior national word mark NSU — Relative ground for refusal — Likelihood of confusion — Article 8(1)(b) of Regulation (EC) No 207/2009 — Genuine use of the earlier mark — Article 42(2) and (3) of Regulation No 207/2009)

(2017/C 256/19)

Language of the case: English

Parties

Applicant: Industrie Aeronautiche Reggiane Srl (Reggio Emilia, Italy) (represented by: M. Gurrado, lawyer)

Defendant: European Union Intellectual Property Office (represented by: H. Kunz, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO: Audi AG (Ingolstadt, Germany)

Re:

Action brought against the decision of the Second Board of Appeal of EUIPO of 6 July 2015 (Case R 2132/2014-2) concerning opposition proceedings between Audi and Industrie Aeronautiche Reggiane.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Industrie Aeronautiche Reggiane to pay the costs.*

([1]) OJ C 381, 16.11.2015.

Judgment of the General Court of 27 June 2017 — Flamagas v EUIPO — MatMind (CLIPPER)

(Case T-580/15) ([1])

(EU trade mark — Invalidity proceedings — Three-dimensional EU trade mark — Shape of a lighter with a lateral fin, featuring the word element CLIPPER — Shape necessary to obtain a technical result — No distinctive character — Article 7(1)(b) and (e)(ii) of Regulation (EC) No 207/2009 — No description of the mark in the application for registration)

(2017/C 256/20)

Language of the case: English

Parties

Applicant: Flamagas, SA (Barcelona, Spain) (represented by: I. Valdelomar Serrano, G. Hinarejos Mulliez and D. Gabarre Armengol, lawyers)

Defendant: European Union Intellectual Property Office (represented by: D. Hanf, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court, being: MatMind Srl (Rome, Italy) (represented by: G. Cipriani and M. Cavattoni, lawyers)

Re:

Action brought against the decision of the First Board of Appeal of EUIPO of 30 July 2015 (Case R 924/2013-1) relating to invalidity proceedings between MatMind and Flamagas.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Flamagas, SA to pay the costs.*

([1]) OJ C 38, 1.2.2016.

Judgment of the General Court of 21 June 2017 — Tillotts Pharma v EUIPO — Ferring (OCTASA)

(Case T-632/15) ([1])

(EU trade mark — Opposition proceedings — Application for EU word mark OCTASA — Prior German and Benelux word marks PENTASA — Relative ground for refusal — Likelihood of confusion — Article 8 (1)(b) of Regulation (EC) No 207/2009)

(2017/C 256/21)

Language of the case: English

Parties

Applicant: Tillotts Pharma AG (Rheinfelden, Switzerland) (represented by: M. Douglas, lawyer)

Defendant: European Union Intellectual Property Office (represented by: D. Gája, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court: Ferring BV (Hoofddorp, Netherlands) (represented by: D. Slopek, lawyer, and I. Fowler, Solicitor

Re:

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 7 September 2015 (Case R 2386/2014-4) concerning opposition proceedings between Ferring and Tillotts Pharma.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Tillotts Pharma AG to pay the costs.*

([1]) OJ C 27, 25.1.2016.

Judgment of the General Court of 21 June 2017 — City Train v EUIPO (CityTrain)

(Case T-699/15) ([1])

(EU trade mark — Application for EU figurative mark CityTrain — Procedural time limit — Unforeseeable circumstances — Absolute grounds for refusal — Descriptive character — Lack of distinctiveness — Article 7(1)(b) and (c) and (2) of Regulation (EC) No 207/2009)

(2017/C 256/22)

Language of the case: German

Parties

Applicant: City Train GmbH (Regensburg, Germany) (represented by: C. Adori, lawyer)

Defendant: European Union Intellectual Property Office (represented by: H. Kunz, acting as Agent)

Re:

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 9 September 2015 (Case R 843/2015-4) concerning an application for registration of figurative sign CityTrain as an EU trade mark.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders City Train GmbH to pay the costs.*

(1) OJ C 111, 29.3.2016.

Judgment of the General Court of 21 June 2017 — M/S. Indeutsch International v EUIPO — Crafts Americana Group (Representation of chevrons between two parallel lines)

(Case T-20/16) (1)

(EU trade mark — Invalidity proceedings — EU figurative mark representing chevrons between two parallel lines — Distinctive character — Article 7(1)(b) of Regulation (EC) No 207/2009 — Examination of the mark as registered)

(2017/C 256/23)

Language of the case: English

Parties

Applicant: M/S. Indeutsch International (Noida, India) (represented initially by D. Stone, D. Meale, A. Dykes, Solicitors, and S. Malynicz QC, subsequently by D. Stone and S. Malynicz and lastly by D. Stone, S. Malynicz and M. Siddiqui, Solicitor)

Defendant: European Union Intellectual Property Office (represented by: D. Gája, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO intervening before the General Court: Crafts Americana Group, Inc. (Vancouver, Washington, United States) (represented by: J. Fish and V. Leitch, Solicitors and A. Bryson, Barrister)

Re:

Action brought against the decision of the First Board of Appeal of EUIPO of 5 November 2015 (Case R 1814/2014-1), relating to invalidity proceedings between Crafts Americana Group and M/S. Indeutsch International.

Operative part of the judgment

The Court:

1. *Annuls the decision of the First Board of Appeal of the European Union Intellectual Property Office (EUIPO) of 5 November 2015 (Case R 1814/2014-1);*

2. *Orders EUIPO to pay the costs of M/S. Indeutsch International;*

3. *Orders Crafts Americana Group, Inc. to pay its own costs.*

(1) OJ C 106, 21.3.2016.

Judgment of the General Court of 27 June 2017 — Clarke and Others v EUIPO

(Case T-89/16 P) (1)

(Appeal — Civil service — Temporary staff — Fixed-term contract with a termination clause terminating the contract in the event that the name of the agent is not included on the reserve list of the next open competition — Implementation of the termination clause — Reclassification of a fixed-term contract as a contract of indefinite duration — Duty of care — Legitimate expectation)

(2017/C 256/24)

Language of the case: German

Parties

Appellants: Nicole Clarke (Alicante, Spain), Sigrid Dickmanns, (Gran Alacant, Spain) and Elisavet Papathanasiou (Alicante) (represented by: H. Tettenborn, lawyer)

Other party to the proceedings: European Intellectual Property Office (represented by: A. Lukošiūtė, acting as Agent, and by B. Wägenbaur, lawyer)

Re:

Appeal brought against the judgment of the European Union Civil Service Tribunal (Third Chamber) of 15 December 2015, *Clarke and Others* v *OHIM* (F-101/14 to F-103/14, EU:F:2015:151) and asking that that judgment be set aside.

Operative part of the judgment

The Court:

1) *Dismisses the appeal;*

2) *Orders Nicole Clarke, Sigrid Dickmanns and Elisavet Papathanasiou to bear their own costs and pay those incurred by the European Intellectual Property Office (EUIPO) in the present appeal.*

([1]) OJ C 145, 25.4.2016.

Judgment of the General Court of 27 June 2017 — NC v Commission

(Case T-151/16) ([1])

(Grants — OLAF investigation — Finding of irregularities — Commission decision imposing an administrative penalty — Exclusion from procurement and grant award procedures financed by the general budget of the European Union for a period of 18 months — Registration in the Early Detection and Exclusion System database — Temporal application of various versions of the Financial Regulation — Essential procedural requirements — Retroactive application of the more lenient law)

(2017/C 256/25)

Language of the case: English

Parties

Applicant: NC (represented: initially by J. Killick, G. Forwood, Barristers, C. Van Haute and A. Bernard, lawyers, and subsequently by J. Killick, G. Forwood, C. Van Haute and J. Jeram, Solicitor)

Defendant: European Commission (represented: initially by F. Dintilhac and M. Clausen, and subsequently by F. Dintilhac and R. Lyal, acting as Agents)

Re:

Application pursuant to Article 263 TFEU seeking annulment of the decision of the Commission of 28 January 2016 imposing the administrative penalty of exclusion of the applicant from procurement and grant award procedures financed from the general budget of the European Union for a period of 18 months and consequently registering it in the Early Detection and Exclusion System database provided for in Article 108(1) of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ 2012 L 298, p. 1).

Operative part of the judgment

The Court:

1. *Annuls the decision of the Commission of 28 January 2016 imposing the administrative penalty of exclusion of NC from procurement and grant award procedures financed from the general budget of the European Union for a period of 18 months and consequently registering it in the Early Detection and Exclusion System database provided for in Article 108 (1) of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002;*

2. *Orders the European Commission to pay the costs.*

(1) OJ C 279, 1.8.2016.

Judgment of the General Court of 21 June 2017 — GP Joule PV v EUIPO — Green Power Technologies (GPTech)

(Case T-235/16) (1)

(EU trade mark — Opposition proceedings — Application for the EU figurative trade mark GPTech — Earlier EU word marks GP JOULE — Failure to produce before the Opposition Division proof of entitlement to file a notice of opposition — Proof first produced before the Board of Appeal — Failure to take into account — Discretion of the Board of Appeal — Circumstances precluding additional or supplementary evidence from being taken into account — Article 76(2) of Regulation (EC) No 207/2009 — Rules 17(4), 19(2), 20(1) and 50(1) of Regulation (EC) No 2868/95)

(2017/C 256/26)

Language of the case: English

Parties

Applicant: GP Joule PV GmbH & Co. KG (Reußenköge, Germany) (represented by: F. Döring, lawyer)

Defendant: European Union Intellectual Property Office (represented by: E. Zaera Cuadrado, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO: Green Power Technologies, SL (Bollullos de la Mitación, Spain)

Re:

Action brought against the decision of the Second Board of Appeal of EUIPO of 9 February 2016 (Case R 848/2015-2), relating to opposition proceedings between GP Joule PV and Green Power Technologies.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders GP Joule PV GmbH & Co. KG to pay the costs.*

(1) OJ C 279, 1.8.2016.

Judgment of the General Court of 22 June 2017 — Biogena Naturprodukte v EUIPO (ZUM wohl)

(Case T-236/16) (1)

(EU trade mark — Application for EU figurative mark ZUM wohl — Absolute grounds for refusal — Descriptive character — Article 7(1)(c) of Regulation (EC) No 207/2009 — Reference to statement submitted to the Board of Appeal reproduced in the application — Evidence annexed to the request for a hearing)

(2017/C 256/27)

Language of the case: German

Parties

Applicant: Biogena Naturprodukte GmbH & Co. KG (Salzburg, Austria) (represented by: I. Schiffer and G. Hermann, lawyers)

Defendant: European Union Intellectual Property Office (represented by: S. Hanne, acting as Agent)

Re:

Action brought against the decision of the First Board of Appeal of EUIPO of 23 February 2016 (case R 1982/2015-1), relating to the application for registration of the figurative sign ZUM wohl as an EU trade mark.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Biogena Naturprodukte GmbH & Co. KG to pay the costs.*

([1]) OJ C 243, 4.7.2016.

Judgment of the General Court of 21 June 2017 — Kneidinger v EUIPO — Topseat International (toilet seat)

(Case T-286/16) ([1])

(Community design — Invalidity proceedings — Registered Community design representing a toilet seat — Earlier Community design — Ground for invalidity — Individual character — Article 6 of Regulation (EC) No 6/2002)

(2017/C 256/28)

Language of the case: German

Parties

Applicant: Ernst Kneidinger (Wilhering, Austria) (represented by: M. Grötschl, lawyer)

Defendant: European Union Intellectual Property Office (represented by: S. Hanne, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO, intervening before the General Court: Topseat International (Plano, Texas, United States) (represented by: C. Eckhartt, A. von Mühlendahl, and P. Böhner, lawyers)

Re:

Action brought against the decision of the Third Board of Appeal of EUIPO of 5 April 2016 (Case R 1030/2015-3), relating to invalidity proceedings between Topseat International and Mr Kneidinger.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Mr Ernst Kneidinger to pay the costs.*

([1]) OJ C 260, 18.7.2016.

Judgment of the General Court of 27 June 2017 — Aldi Einkauf v EUIPO — Fratelli Polli (ANTICO CASALE)

(Case T-327/16) ([1])

(EU trade mark — Invalidity proceedings — EU word mark ANTICO CASALE — Absolute grounds for refusal — Article 52(1)(a) of Regulation (EC) No 207/2009 — Article 7(1)(b), (c) and (g) and Article 52 (1)(a) of Regulation No 207/2009)

(2017/C 256/29)

Language of the case: English

Parties

Applicant: Aldi Einkauf GmbH & Co. OHG (Essen, Germany) (represented by: N. Lützenrath, U. Rademacher, C. Fürsen and N. Bertram, lawyers)

Defendant: European Union Intellectual Property Office (represented by: M. Rajh, acting as Agent)

Other party to the proceedings before the Board of Appeal of EUIPO, intervener before the General Court: Fratelli Polli, SpA (Milan, Italy) (represented by: C. Bacchini, M. Mazzitelli and E. Rondinelli, lawyers)

Re:

Action brought against the decision of the Second Board of Appeal of EUIPO of 13 April 2016 (Case R 1337/2015-2) relating to invalidity proceedings between Aldi Einkauf and Fratelli Polli.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Aldi Einkauf GmbH & Co. OHG to pay the costs.*

([1]) OJ C 287, 8.8.2016.

Judgment of the General Court of 27 June 2017 — Jiménez Gasalla v EUIPO (B2B SOLUTIONS)

(Case T-685/16) ([1])

(EU trade mark — Application for EU word mark B2B SOLUTIONS — Absolute grounds for refusal — Descriptive character — Lack of distinctive character — Article 7(1)(b) and (c) of Regulation (EC) No 207/2009 — Distinctive character acquired through use — Article 7(3) of Regulation (EC) No 207/ 2009)

(2017/C 256/30)

Language of the case: Spanish

Parties

Applicant: Carlos Javier Jiménez Gasalla (Madrid, Spain) (represented by: E. Estella Garbayo, lawyer)

Defendant: European Union Intellectual Property Office (represented by: J. Crespo Carrillo, acting as Agent)

Re:

Action brought against the decision of the Fourth Board of Appeal of EUIPO of 22 July 2016 (case R 244/2016-4), concerning an application for registration of the word sign B2B SOLUTIONS as an EU trade mark.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Mr Carlos Javier Jiménez Gasalla to pay the costs.*

([1]) OJ C 410, 7.11.2016.

Judgment of the General Court of 21 June 2017 — Rare Hospitality International v EUIPO (LONGHORN STEAKHOUSE)

(Case T-856/16) ([1])

(EU trade mark — Application for EU word mark LONGHORN STEAKHOUSE — Absolute ground for refusal — Descriptive character — Article 7(1)(b) and (c) of Regulation (EC) No 207/2009 — Equal treatment and the principle of sound administration)

(2017/C 256/31)

Language of the case: English

Parties

Applicant: Rare Hospitality International, Inc. (Orlando, Florida, United States) (represented by: I. Lazaro Betancor, lawyer)

Defendant: European Union Intellectual Property Office (represented by: S. Bonne, acting as Agent)

Re:

Action brought against the decision of the Fifth Board of Appeal of EUIPO of 12 September 2016 (Case R 2149/2015-5) concerning an application for registration of word sign LONGHORN STEAKHOUSE as an EU trade mark.

Operative part of the judgment

The Court:

1. *Dismisses the action;*

2. *Orders Rare Hospitality International, Inc. to pay the costs.*

([1]) OJ C 22, 23.1.2017.

Order of the General Court of 31 May 2017 — Ms v Commission

(Case T-17/16) ([1])

(Action for damages — Decision of the Commission to put an end to a 'letter of agreement and membership of Team Europe' — Contractual liability — No arbitration clause — Manifest inadmissibility)

(2017/C 256/32)

Language of the case: French

Parties

Applicant: Ms (represented by: initially by L. Levi and M. Vandenbussche, and subsequently by L. Levi, lawyers)

Defendant: European Commission (represented by: I. Martínez del Peral, C. Ehrbar and A.-C. Simon, acting as Agents)

Re:

Application under Article 268 TFEU seeking compensation from the Commission for the damage caused following its decision of 10 April 2013 by which it decided to put an end to the applicant's collaboration with the 'Team Europe' network of conference speakers.

Operative part of the order

1. *The action is dismissed.*

2. *MS is ordered to pay the costs.*

(1) OJ C 326, 5.9.2016.

Order of the General Court of 1 June 2017 — Camerin v Parliament

(Case T-647/16) (1)

(Civil service — Officials — Secondment in the interests of the service — Retirement age — Request for an extension of the secondment — Rejection of the request — Measure not open to challenge — Preparatory act — Inadmissibility)

(2017/C 256/33)

Language of the case: French

Parties

Applicant: Laure Camerin (Etterbeek, Belgium) (represented by: M. Casado García-Hirschfeld, lawyer)

Defendant: European Parliament (represented by: S. Alves and M. Ecker, Agents)

Subject matter

Application based on Article 270 TFEU seeking annulment of the decision of the Secretary General of the Group of the Progressive Alliance of Socialists and Democrats in the Parliament of 1 December 2015 rejecting the request for an extension of the applicant's secondment beyond 31 December 2015 and seeking annulment of the decision of the President of the Group of 15 June 2016 rejecting her appeal against that earlier decision.

Operative part of the order

1. *The action is dismissed as inadmissible.*

2. *Ms Laure Camerin shall pay the costs.*

(1) OJ C 410, 7.11.2016.

Order of the General Court of 8 June 2017 — Elevolution — Engenharia v Commission

(Case T-691/16) (1)

(EDF — Support programme for development in Mauritania — Contract for services entered into with Mauritania in the context of the implementation of that programme — Withdrawal of contested debit notes — No need to adjudicate)

(2017/C 256/34)

Language of the case: Portuguese

Parties

Applicant: Elevolution — Engenharia SA (Amadora, Portugal) (represented by: A. Pinto Cardoso and L. Fuzeta da Ponte, lawyers)

Defendant: European Commission (represented by: A. Aresu and M. França, Agents)

Subject matter

Application based on Article 263 TFEU and seeking the annulment of the 'decisions' allegedly contained in the Commission's letter and the three debit notes of 26 July 2016 concerning the repayment of various amounts with regard to a contract for services between the applicant and the Islamic Republic of Mauritania.

Operative part of the order

1. *There is no longer any need to adjudicate in the present case.*

2. *The European Commission shall bear its own costs and pay those incurred by Elevolution — Engenharia SA.*

([1]) OJ C 441, 28.11.2016.

Action brought on 15 May 2017 — Danpower Baltic v Commission

(Case T-295/17)

(2017/C 256/35)

Language of the case: English

Parties

Applicant: Danpower Baltic UAB (Kauno, Lithuania) (represented by: D. Fouquet, J. Nysten and J. Voß, lawyers)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— annul the Commission's State aid decision of 19 September 2016 in case SA.41539 (2016/N) — Lithuania, Investment aid for high-efficiency cogeneration power plant in Vilnius, UAB Vilniaus kogeneracinė jėgainė Viniaus Kogeneracinee Jeqaine — C(2016) 5943final;

— order the defendant to pay the costs.

Pleas in law and main arguments

In support of the action, the applicant relies on seven pleas in law.

1. First plea in law, alleging that the Commission decision constitutes a manifest error of assessment as it is based on insufficient, incomplete, insignificant and inconsistent evidence

   — The Commission decision is based on insufficient, incomplete, insignificant, and inconsistent evidence. This concerns specifically the availability of private investment in combined heat and power plants (CHPs) and other heat plants, the impact of the CHP on the environment, the existing waste incineration capacities in Lithuania, the status quo of the heating market in Vilnius, and the failure of Lietuvos Energija to conduct a viable tender procedure for the selection of a private partner. This information has not been taken into account by the defendant.

2. Second plea in law, alleging that the Commission decision infringes Article 107 TFEU in that it does not respect the individual notification and assessment necessary for large-scale aid and assumes the contribution to an objective of common interest

   — The Commission decision infringes Article 107 TFEU in that it does not respect the individual notification and assessment necessary for large-scale aid and assumes the contribution to an objective of common interest. The Commission decision fails to assess properly according to paragraph 33 Guidelines on State aid for environmental protection and energy 2014-2020 if the State aid serves for the protection of the environment. The defendant used the wrong assessment standard and did not take into account that the potential CO2-reductions are considerably lower than stated in the decision.

3. Third plea in law, alleging that the Commission decision infringes Article 107 TFEU in that it will result in a circumvention of the waste hierarchy in Lithuania

— The Commission decision infringes Article 107 TFEU in that it will result in a circumvention of the waste hierarchy in Lithuania. The State aid will further increase the overcapacity of waste incineration plants in Lithuania and reduce incentives to increase recycling and re-use. This will hinder Lithuania from meeting the 50 % recycling target under Directive 2008/98/EC. The European Commission itself has urged the Lithuanian Government not to incentivize the construction of waste incineration plants.

4. Fourth plea in law, alleging that the Commission decision infringes Article 107 TFEU where it concludes that there would be the need for State intervention in the form of State aid.

— The defendant did not look into nor address evidence that the Vilnius district heat market would bring about similar improvements to environmental protection through replacing gas by biomass without the need for State intervention. There is no market failure on the heating market in Vilnius. The heating market is a competitive market with competitive prices that appropriately incentivize investment in CO_2-neutral biomass and waste incineration capacities.

5. Fifth plea in law, alleging that the Commission decision infringes Article 107 TFEU where it concludes the aid to be proportionate.

— The Commission decision fails to conduct an appropriate assessment of proportionality in that it accepts the information provided by the Lithuanian Government without testing, and uses a wrong counterfactual scenario comparing totally different investment projects (CHP and heat only boiler instead of comparing two CHP projects).

6. Sixth plea in law, alleging that the Commission decision infringes Article 107 TFEU in concluding that the State aid would have an incentive effect.

— The defendant relied on the Lithuanian government's submissions that the beneficiary would not otherwise have built the Vilnius CHP, which is however incorrect, as those activities are exactly within the scope of the normal business of the beneficiary, i.e. would not need to be incentivized any further.

7. Seventh plea in law, alleging that the Commission decision infringes Article 107 TFEU in that it misjudges the impact on competition in the Vilnius heat market.

— The defendant had information at hand regarding the competition in the Vilnius heat market, but apparently misjudged it when concluding that there would be no impact. In particular, the threat of crowding out of existing market players as the Plaintiff was not looked at sufficiently and the conclusions of the Defendant are thus wrong. The stated aid will drive out independent heat producers that operate CO_2-neutral biomass heat plants. Furthermore, the State aid enables Vilnius KJ to instantly become a dominant market player with a market share of around 51 %.

Action brought on 11 May 2017 — Iordachescu and Others v Parliament and Others

(Case T-298/17)

(2017/C 256/36)

Language of the case: Romanian

Parties

Applicants: Adrian Iordachescu (Bucharest, Romania), Florina Iordachescu (Bucharest), Mihaela Iordachescu (Bucharest), Cristinel Iordachescu (Bucharest) (represented by: A. Cuculis, lawyer)

Defendants: European Parliament, Council of the European Union, European Commission

Form of order sought

The applicants claim that the Court should:

— partially annul Directive 2014/40/EU, Article 10 and Annex II ('picture library'), mainly with reference to image 5 in 'Set 1' of the WARNING section;

— in the alternative, partially amend Directive 2014/40, Article 10 and Annex II approved by the European Commission, in view of the absence of any reference whatsoever on cigarette packets to an information link or to a 'disclaimer' concerning the photographs which appear on cigarette packets, and include on all cigarette packets within the EU a warning concerning the images which appear on those packets, with reference in particular to a link via which information can be read about the images which appear on such packets in order to dispel any doubts;

— amend the ways in which consent is obtained from the persons who appear on those cigarette packets in such a way that the persons who will appear on cigarette packets consent to the publication of their real name and personal medical data so that there can be no confusion and in order that any other source of uncertainty can be avoided with regard to the persons who appear on those cigarette packets, and ensure that personal and medical data form an integral part of the link that persons who wish to know the identity/medical history of the subjects who appear on cigarette packets may consult;

— order both institutions, in conjunction with the European Commission, to submit a copy of the consent consistent with the original provided by the person who appears in the series of images, number 5, set 1, without withholding personal data, and the images corresponding to the consent given, in order to make it possible to draw up an expert criminal report on the photographs;

— order the defendants to pay the sum of EUR 1 000 000 as compensation for the non-material damage quantified on the basis of the suffering caused by the publication of such images a relatively short period after the death of the applicants' father and for the anguish occasioned by the withholding of information that could have clarified the situation of the man shown on the cigarette packets in such a way that the family's anguish would have lasted a much shorter length of time.

Pleas in law and main arguments

In support of the action, the applicants submit that Directive 2014/40/EU has affected their daily lives, given the distress caused by the resemblance of the person on the cigarette packets to their deceased father.

Action brought on 25 May 2017 — European Dynamics Luxembourg and Evropaïki Dynamiki v EIF

(Case T-320/17)

(2017/C 256/37)

Language of the case: English

Parties

Applicants: European Dynamics Luxembourg SA (Luxembourg, Luxembourg), Evropaïki Dynamiki — Proigmena Systimata Tilepikoinonion Pliroforikis kai Tilematikis AE (Athens, Greece) (represented by: M. Sfyri and C-N. Dede, lawyers)

Defendant: European Investment Fund (EIF)

Form of order sought

The applicants claim that the Court should:

— annul the defendant's award decision disclosed to the applicants on 16 March 2017 regarding the tender filed by the applicants in response to the open procurement procedure (reference 2016-MIBO_IPA_PPI-002) by which they were informed that their bid had not been ranked as the most economically advantageous tender;

— order the defendant to pay the applicants exemplary damages reaching the amount of EUR 100 000 (one hundred thousand Euros); and

— order the defendant to pay the applicants' legal fees and other costs and expenses incurred in connection with this application, even if the current application is rejected.

Pleas in law and main arguments

In support of the action, the applicants rely on a single plea in law, alleging that the the defendant infringed the EU law on public procurement, the principles of transparency and the provisions of the directives on public procurement, together with the EIF Practical Guide, by not communicating to the applicants the scores awarded in each award criterion to the winning tender and a detailed analysis of the strong and weak points of their tender in relation to those of the winning tender. The applicants argue that the defendant acted in breach of the principle of sound administration by adversely affecting the applicants' right to an effective remedy against the contested decision.

Action brought on 30 May 2017 — Air France-KLM v Commission

(Case T-337/17)

(2017/C 256/38)

Language of the case: French

Parties

Applicant: Air France-KLM (Paris, France) (represented by: A. Wachsmann and S. Thibault-Liger, lawyers)

Defendant: European Commission

Form of order sought

The applicant claims that the Court should:

— primarily, annul in full, on the basis of Article 263 TFEU, European Commission Decision C(2017) 1742 final of 17 March 2017 relating to a proceeding under Article 101 of the Treaty on the Functioning of the European Union, Article 53 of the EEA Agreement and Article 8 of the Agreement between the European Community and the Swiss Confederation on Air Transport, Case COMP.39258 — Airfreight, insofar as it concerns Air France-KLM, as well as the grounds supporting its operative part, on the basis of the applicant's first plea in law;

— in the alternative, should the General Court not order the annulment in full of Decision C(2017) 1742 final on the basis of the first plea in law:

  — annul the first paragraph of Article 1, Article 1(1)(b), Article 1(2)(b), Article 1(3)(b) and Article 1(4)(b) of Decision C (2017) 1742 final, in that the finding of a single and continuous infringement attributed to Air France-KLM is based on evidence submitted by Lufthansa in the context of its application for immunity under the 2002 Commission Notice on Immunity from fines and reduction of fines in cartel cases, and the grounds supporting those provisions, Article 3(b) and (d) of the decision in that it imposes on Air France-KLM two fines in a total amount of EUR 307 360 000, and Article 4 of the decision, and consequently reduce, on the basis of Article 261 TFEU, the amount of those fines, in accordance with the applicant's second plea in law;

— annul the first paragraph of Article 1, Article 1(1)(b), Article 1(2)(b), Article 1(3)(b) and Article 1(4)(b) of Decision C (2017) 1742 final, in that those provisions exclude from the scope of the single and continuous infringement attributed to Air France-KLM airlines referred to in the grounds of the decision as being involved in the practices relating to that infringement, and the grounds supporting those provisions, Article 3(b) and (d) of the decision in that it imposes on Air France-KLM two fines in a total amount of EUR 307 360 000, and Article 4 of the decision, and consequently reduce, on the basis of Article 261 TFEU, the amount of those fines, in accordance with its third plea in law;

— annul the first paragraph of Article 1, Article 1(1)(b), Article 1(2)(b) and Article 1(3)(b) of Decision C(2017) 1742 final, in that those provisions declare that the single and continuous infringement attributed to Air France-KLM includes inbound freight traffic entering the EEA (inbound EEA traffic), and the grounds supporting those provisions, Article 3(b) and (d) of the decision in that it imposes on Air France-KLM two fines in a total amount of EUR 307 360 000, and Article 4 of the decision, and consequently reduce, on the basis of Article 261 TFEU, the amount of those fines, in accordance with the applicant's fourth plea in law;

— in the further alternative, should the General Court not order the annulment of Decision C(2017) 1742 on the basis of the second, third or fourth pleas in law:

— annul the first paragraph 1 of Article 1, Article 1(1)(b), Article 1(2)(b), Article 1(3)(b) and Article 1(4)(b) of Decision C(2017) 1742 final, in that those provisions declare that the refusal to commission freight forwarders amounts to a separate aspect of the single and continuous infringement attributed to Air France-KLM, and the grounds supporting those provisions, Article 3(b) and (d) of the decision in that it imposes on Air France-KLM two fines in a total amount of EUR 307 360 000, and Article 4 of the decision, and consequently reduce, on the basis of Article 261 TFEU, the amount of those fines, in accordance with the applicant's fifth plea in law;

— in the even further alternative, should the General Court not order the annulment of Decision C(2017) 1742 on the basis of the fifth plea in law:

— annul Article 3(b) and (d) of Decision C(2017) 1742 final, in that in that it imposes on Air France-KLM two fines in a total amount of EUR 307 360 000, on the ground that the calculation of those fines includes tariffs and 50 % of the inbound EEA revenue of the Air France company and of KLM (in accordance with the applicant's sixth plea in law), overestimates the seriousness of the infringement attributed to Air France-KLM (in accordance with the applicant's seventh plea in law), proceeds on the basis of an incorrect duration of the infringement attributed to the Air France company (in accordance with the applicant's eighth plea in law) and applies an insufficient fine reduction in respect of the regulatory regimes (in accordance with the applicant's ninth plea in law), as well as the grounds supporting those provisions, and reduce, on the basis of Article 261 TFEU, those fines to an appropriate amount;

— in any event, order the European Commission to pay all of the costs.

Pleas in law and main arguments

In support of the action, the applicant invokes nine pleas in law.

1. First plea in law, alleging that the responsibility for the practices of Air France and KLM was incorrectly attributed to Air France-KLM. This plea is divided into two parts:

   — First part, alleging that responsibility for Air France's practices as of 15 September 2004 and for those of KLM as of 5 May 2004 was incorrectly attributed to Air France-KLM;

   — Second part, alleging that responsibility for Air France's practices between 7 December 1999 and 15 September 2004 was incorrectly attributed to Air France-KLM;

2. Second plea in law, alleging infringement of the 2002 Leniency Notice and of the principles of legitimate expectations, equal treatment and non-discrimination between Air France-KLM and Lufthansa affecting the admissibility of the evidence submitted in the context of Lufthansa's application for immunity;

3. Third plea in law, alleging breach of the duty to state reasons and infringement of the principles of equal treatment, non-discrimination and protection against arbitrary intervention on the part of the Commission as a result of the exclusion from the operative part of the decision of airlines which had been involved in the practices concerned. This plea comprises two parts:

   — First part, based on the argument that the exclusion from the operative part of the decision of airlines which had been involved in those practices is vitiated by a failure to state reasons;

— Second part, based on the argument that the exclusion from the operative part of the decision of airlines which had been involved in those practices is vitiated by an infringement of the principles of equal treatment and non-discrimination and of the principle of protection against arbitrary intervention on the part of the Commission;

4. Fourth plea in law, alleging that the inclusion of the inbound EEA traffic in the single and continuous infringement is contrary to the rules imposing limits on the Commission's territorial powers. This plea is divided into two parts:

   — First part, based on the fact that the practices relating to inbound EEA traffic were not implemented within the EEA;

   — Second part: the Commission has not demonstrated the existence of serious effects within the EEA linked to the practices relating to inbound EEA traffic;

5. Fifth plea in law, alleging contradictory reasoning and a manifest error of assessment vitiating the finding that the refusal to pay commission to freight forwarders amounts to a separate aspect of the single and continuous infringement. This plea comprises two parts:

   — First part, according to which that finding is vitiated by contradictory reasoning;

   — Second part, according to which that finding is vitiated by a manifest error of assessment;

6. Sixth plea in law, alleging an error in the sales values taken into account to calculate the fine imposed on Air France-KLM; this plea is divided into two parts:

   — First part, alleging that the inclusion of tariffs in the sales value is based on contradictory reasoning, several errors of law and a manifest error of assessment;

   — Second part, alleging that the inclusion of 50 % of the inbound EEA income in the sales values infringes the 2006 Guidelines on the calculation of fines and the *ne bis in idem* principle;

7. Seventh plea in law, alleging an erroneous assessment of the severity of the infringement; this plea comprises two parts:

   — First part, based on the argument that the overestimation of the seriousness of the practices is based on several manifest errors of assessment and infringement of the principles of proportionality of penalties and equal treatment;

   — Second part, based on the argument that the overestimation of the seriousness of the practices stems from the inclusion in the scope of the infringement of contacts relating to practices implemented outside the EEA, in breach of the rules governing the Commission's territorial powers;

8. Eighth plea in law, alleging an error in the calculation of the duration of the infringement imputed to Air France and taken into account for the calculation of the fine imposed on Air France-KLM;

9. Ninth plea in law, alleging a failure to state reasons and inadequacy of the 15 % reduction granted by the Commission in respect of the regulatory regimes.

Action brought on 13 June 2017 — Qualcomm and Qualcomm Europe v Commission

(Case T-371/17)

(2017/C 256/39)

Language of the case: English

Parties

Applicants: Qualcomm, Inc. (San Diego, California, United States), Qualcomm Europe, Inc. (San Diego) (represented by: M. Pinto de Lemos Fermiano Rato and M. Davilla, lawyers)

Defendant: European Commission

Form of order sought

The applicants claim that the Court should:

— annul decision C(2017) 2258 final of the European Commission, of 31 March 2017, relating to a proceeding pursuant to Article 18(3) and to Article 24(1)(d) of Council Regulation No 1/2003 in Case AT.39711 — Qualcomm (predation); and

— order the European Commission to pay the costs.

Pleas in law and main arguments

In support of the action, the applicants rely on six pleas in law.

1. First plea in law, alleging that the contested decision infringes the principle of necessity

— The applicants first put forward that the contested decision exceeds the narrow scope of the Commission's investigation as that scope was defined in the Statement of Objections ('SO'), the Oral Hearing, the State-of-Play meeting, and in previous requests for information ('RFI's'), both in terms of duration of the alleged abuse and potential theories of harm being pursued by the Commission.

— They further allege that the far-reaching questions contained in the contested decision cannot be characterised as follow-up questions that would merely seek clarifications in relation to arguments made by them in the SO response and during the Oral Hearing, but as entirely new, unwarranted requests.

— Further, according to the applicants, the contested decision seeks to follow-up on points that concern their responses to RFIs adopted, in some instances, more than five years ago, and pertaining to facts that occurred ten years or more ago. The applicants claim that, were the additional information now requested truly necessary for the Commission to pursue its investigation, they would legitimately have expected that he Commission would at the very least have sought such information and clarifications prior to the SO's adoption in December 2015, and not in early 2017.

— Further, according to the applicants, the contested decision requests them to perform a significant amount of work on behalf of the Commission, including processing data to be provided in a specific format.

— Finally, the applicants put forward that the Commission cannot impose, under the threat of fines, a burden seemingly designed to allow the applicants to substantiate arguments made by them in the SO Response.

2. Second plea in law, alleging that the contested decision infringes the principle of proportionality

— The applicants put forward that the information the contested decision seeks to obtain from them is unwarranted, far-reaching and extremely burdensome to collect or to compile. According to the applicants, the contested decision requires them to collect vast amounts of information that they do not collect and store in a systematic way in the ordinary course of business and undertake a very significant amount of work on the Commission's behalf.

— The applicants further put forward that the periodic penalty payments foreseen in the contested decision should the applicants fail to provide such information within specified time-limits are unwarranted, and the time-limits set are unreasonable.

3. Third plea in law, alleging that the contested decision lacks adequate reasoning

The applicants put forward that in a number of instances, the contested decision provides unconvincing, unclear, vague and inadequate reasons which fail to justify the Commission's over-reaching and unnecessary requests for information. According to the applicants, in other instances, the contested decision does not provide any reasons at all. The applicants thus claim that they cannot understand the reasons why the requested information is necessary for the Commission to conduct its investigation.

4. Fourth plea in law, alleging that the war decision seeks to perpetrate an undue reversal burden of proof

The applicants put forward that the contested decision seeks to reverse the burden of proof and effectively 'outsource' to the applicants the building of a case against them. In particular, the contested decision requests that the applicants verify, on the Commission's behalf, the applicants' accounting data entries, even though such data has been diligently audited by external controllers. Similarly, so the applicants state, the contested decision asks the applicants to prove that it has conducted its business in accordance with the law.

5. Fifth plea in law, alleging that the contested decision infringes the right to avoid self-incrimination

   — The applicants put forward that the contested decision requires them to provide 'information' that cannot legitimately be considered as consisting of facts or documents, but which consists instead of calculations, details and codes, hypothetical prices, and analyses and interpretations of historical assumptions made several years ago.

   — The applicants further put forward that the contested decision requires them to demonstrate that they have proactively taken measures to comply with EU competition rules.

6. Sixth plea in law, alleging that the contested decision infringes the principle of sound administration

   According to the applicants, the timing of adoption, content and context of the contested decision raise serious concerns of mal-administration, prosecutorial basis, and harassment and they suggest that the Commission is abusing its broad investigatory powers in an attempt to conceal its failure to establish the alleged infringement after more than seven years of investigation.

Action brought on 12 June 2017 — Louis Vuitton Malletier v EUIPO — Bee Fee Group (LV POWER ENERGY DRINK)

(Case T-372/17)

(2017/C 256/40)

Language in which the application was lodged: English

Parties

Applicant: Louis Vuitton Malletier (Paris, France) (represented by: P. Roncaglia, G. Lazzeretti, F. Rossi and N. Parrotta, lawyers)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: Bee Fee Group LTD (Nicosia, Cyprus)

Details of the proceedings before EUIPO

Proprietor of the trade mark at issue: Other party to the proceedings before the Board of Appeal

Trade mark at issue: EU figurative mark in black, red and white containing the word elements 'LV POWER ENERGY DRINK' — EU trade mark No 12 898 219

Procedure before EUIPO: Proceedings for a declaration of invalidity

Contested decision: Decision of the Fourth Board of Appeal of EUIPO of 29 March 2017 in Case R 906/2016-4

Form of order sought

The applicant claims that the Court should:

— annul the contested decision and thus declare invalid the contested mark;

— order EUIPO to pay the costs incurred by the applicant during these proceedings;

— order the proprietor to pay the costs incurred by the applicant during these proceedings.

Pleas in law

— Infringement of Article 8(5) of Regulation No 207/2009;

— Infringement of Article 75 of Regulation No 207/2009 and of the principle of legal certainty.

Action brought on 9 June 2017 — Louis Vuitton Malletier v EUIPO — Fulia Trading (LV BET ZAKŁADY BUKMACHERSKIE)

(Case T-373/17)

(2017/C 256/41)

Language in which the application was lodged: English

Parties

Applicant: Louis Vuitton Malletier (Paris, France) (represented by: P. Roncaglia, G. Lazzeretti, F. Rossi and N. Parrotta, lawyers)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: Fulia Trading Ltd (London, United Kingdom)

Details of the proceedings before EUIPO

Applicant of the trade mark at issue: Other party to the proceedings before the Board of Appeal

Trade mark at issue: EU figurative mark containing the word elements 'LV BET ZAKŁADY BUKMACHERSKIE' — Application for registration No 13 514 534

Procedure before EUIPO: Opposition proceedings

Contested decision: Decision of the Fourth Board of Appeal of EUIPO of 29 March 2017 in Case R 1567/2016-4

Form of order sought

The applicant claims that the Court should:

— annul the contested decision and thus refuse registration to the contested mark;

— order EUIPO to pay the costs incurred by the applicant during these proceedings;

— order Fulia to pay the costs incurred by the applicant during these proceedings.

Pleas in law

— Infringement of Article 8(5) of Regulation No 207/2009;

— Infringement of Article 75 of Regulation No 207/2009 and of the principle of legal certainty.

Action brought on 13 June 2017 — Cuervo y Sobrinos1882 v EUIPO — A. Salgado Nespereira (Cuervo y Sobrinos LA HABANA 1882)

(Case T-374/17)

(2017/C 256/42)

Language in which the application was lodged: Spanish

Parties

Applicant: Cuervo y Sobrinos1882, SL (Madrid, Spain) (represented by: S. Ferrandis González and V. Balaguer Fuentes, lawyers)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: A. Salgado Nespereira, SA (Ourense, Spain)

Details of the proceedings before EUIPO

Proprietor of the trade mark at issue: Applicant

Trade mark at issue: EU figurative mark containing the word elements 'Cuervo y Sobrinos LA HABANA 1882' — EU trade mark No 10 931 087

Procedure before EUIPO: Proceedings for a declaration of invalidity

Contested decision: Decision of the Fourth Board of Appeal of EUIPO of 29 March 2017 in Case R 1141/2016-4

Form of order sought

The applicant claims that the Court should:

— annul in part the decision of the Fourth Board of Appeal of EUIPO of 29 March 2017 in Case R 1141/2016-4, specifically, in so far as its confirms the decision of the Cancellation Division of EUIPO of 29 April 2016, in the cancellation proceedings No 10 786 C declaring invalid EU trade mark No 010931087 'Cuervo y Sobrinos LA HABANA 1882' for goods registered for that mark in Classes 14 and 16;

— order the defendant to bear the costs of the present proceedings, as well as all those incurred to date in the earlier proceedings before the Opposition Division and the Fourth Board of Appeal of EUIPO that have led to the present application.

Plea in law

— Infringement of Article 8(1)(b) of Regulation No 207/2009.

Action brought on 5 June 2017 — Fenyves v EUIPO (Blue)

(Case T-375/17)

(2017/C 256/43)

Language of the case: English

Parties

Applicant: Klaudia Patricia Fenyves (Hevesvezekény, Hungary) (represented by: I. Monteiro Alves, lawyer)

Defendant: European Union Intellectual Property Office (EUIPO)

Details of the proceedings before EUIPO

Trade mark at issue: EU figurative mark containing the word element 'BLUE' — Application for registration No 15 287 907

Contested decision: Decision of the Fifth Board of Appeal of EUIPO of 27 March 2017 in Case R 1974/2016-5

Form of order sought

The applicant claims that the Court should:

— annul the contested decision;

— remit the trade mark application to the Office for registration to proceed;

— order EUIPO to pay the costs, including the costs of proceedings before the Board of Appeal.

Plea in law

— Infringement of Article 7(1)(b) and (c) of Regulation No 207/2009.

Action brought on 8 June 2017 — La Zaragozana v EUIPO — Heineken Italia (CERVISIA)

(Case T-378/17)

(2017/C 256/44)

Language in which the application was lodged: English

Parties

Applicant: La Zaragozana, SA (Zaragoza, Spain) (represented by: L. Broschat García, lawyer)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: Heineken Italia SpA (Pollein, Italy)

Details of the proceedings before EUIPO

Applicant: Other party to the proceedings before the Board of Appeal

Trade mark at issue: EU figurative mark containing the word element 'CERVISIA' — Application for registration No 13 395 397

Procedure before EUIPO: Opposition proceedings

Contested decision: Decision of the Fifth Board of Appeal of EUIPO of 13 March 2017 in Case R 1241/2016-5

Form of order sought

The applicant claims that the Court should:

— annul the contested decision.

Plea in law

— Infringement of article 8 (1)(b) of Regulation No 207/2009.

Action brought on 20 June 2017 — Tengelmann Warenhandelsgesellschaft v EUIPO — C & C IP (T)

(Case T-379/17)

(2017/C 256/45)

Language in which the application was lodged: English

Parties

Applicant: Tengelmann Warenhandelsgesellschaft KG (Mülheim an den Ruhr, Germany) (represented by: H. Prange and S. Köber lawyers)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: C & C IP Sàrl (Luxembourg, Luxembourg)

Details of the proceedings before EUIPO

Applicant: Applicant

Trade mark at issue: EU figurative mark containing the word element 'T' — Application for registration No 011 623 097

Procedure before EUIPO: Opposition proceedings

Contested decision: Decision of the Fifth Board of Appeal of EUIPO of 23 March 2017 in Case R 415/2015-5

Form of order sought

The applicant claims that the Court should:

— set aside the Decision of the Fifth Board of Appeal of the European Union Intellectual Property Office (Trade Marks and designs) ('EUIPO') of 23 March 2017 in the appeal No R 415/2015-5 concerning the opposition proceedings No B 002 256 702 regarding European Union Trade Mark Application No 011 623 097, which was received by the applicant on 12 April 2017, and to amend it to the effect that the opposition is rejected in its entirety;

— order the defendant and, as the case may be, the other party to the proceedings before the Board of Appeal to pay the costs of the proceedings, including the costs of the appeal proceedings.

Plea in law

— Infringement of Article 8(1)(b) of Regulation No 207/2009.

Action brought on 23 June 2017 — Lackmann Fleisch- und Feinkostfabrik v EUIPO (Лидер)

(Case T-386/17)

(2017/C 256/46)

Language of the case: German

Parties

Applicant: Lackmann Fleisch- und Feinkostfabrik GmbH (Bühl, Germany) (represented by: A. Lingenfelser, lawyer)

Defendant: European Union Intellectual Property Office (EUIPO)

Details of the procedure before EUIPO

Mark at issue: EU figurative mark containing the word element 'Лидер' — Application No 15 466 791

Contested decision: Decision of the First Board of Appeal of EUIPO of 28 April 2017 in Case R 2066/2016-1

Form of order sought

The applicant claims that the Court should:

— annul the contested decision.

Plea in law

— Infringement of Article 7(1)(b) and (c) of Regulation No 207/2009.

Action brought on 20 June 2017 — Triggerball v EUIPO (Shape of a ball-like object with edges)

(Case T-387/17)

(2017/C 256/47)

Language of the case: German

Parties

Applicant: Triggerball GmbH (Baiern-Piusheim, Germany) (represented by: H. Emrich, lawyer)

Defendant: European Union Intellectual Property Office (EUIPO)

Details of the procedure before EUIPO

Mark at issue: Three-dimensional EU mark (Shape of a ball-like object with edges) — Application No 15 528 615

Contested decision: Decision of the Fourth Board of Appeal of EUIPO of 20 April 2017 in Case R 376/2017-4

Form of order sought

The applicant claims that the Court should:

— annul the contested decision;

— order EUIPO to pay the costs.

Plea in law

— Infringement of Article 7(1)(b) of Regulation No 207/2009.

Order of the General Court of 13 June 2017 — Sandvik Intellectual Property v EUIPO — Adveo Group International (ADVEON)

(Case T-115/16) ([1])

(2017/C 256/48)

Language of the case: English

The President of the Fifth Chamber has ordered that the case be removed from the register.

([1]) OJ C 211, 13.6.2016.

Order of the General Court of 14 June 2017 — Heineken Romania v EUIPO — Lénárd (Csíki Sör)

(Case T-83/17) ([1])

(2017/C 256/49)

Language of the case: English

The President of the Sixth Chamber has ordered that the case be removed from the register.

([1]) OJ C 121, 18.4.2017.

Order of the General Court of 8 June 2017 — Post Telecom v EIB

(Case T-158/17) ([1])

(2017/C 256/50)

Language of the case: French

The President of the Ninth Chamber has ordered that the case be removed from the register.

([1]) OJ C 144, 8.5.2017.

Order of the General Court of 12 June 2017 — Eco-Bat Technologies and Others v Commission

(Case T-232/17)

(2017/C 256/51)

Language of the case: English

The President of the Eighth Chamber has ordered that the case be removed from the register.

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