

- iv. are put in forms or packings for retail sale, and
- v. are explicitly presented and marketed as being for medical purposes and as producing the effects identified in (iii) above,

on the basis of the chemicals being the material or component which gives them their essential character and not under heading 3005 (on the basis of the wording of the relevant headings, section or chapter notes, and explanatory notes under General Rule of Interpretation 1, the operation of General Rule of Interpretation 3(a) requiring classification in accordance with the most specific description, or otherwise)?

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(<sup>1</sup>) OJ 2016, L 189, p. 1.

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**Request for a preliminary ruling from the Landesgericht für Zivilrechtssachen Graz (Austria) lodged on  
4 March 2019 — NK v Ms and AS**

**(Case C-208/19)**

(2019/C 172/22)

*Language of the case: German*

**Referring court**

Landesgericht für Zivilrechtssachen Graz

**Parties to the main proceedings**

*Applicant:* NK

*Defendants:* Ms and AS

**Questions referred**

1. Is a contract between an architect and a consumer, according to which the architect is required (only) to carry out the planning for the construction of a new single-family house, including the preparation of plans, a contract 'for the construction of new buildings' within the meaning of Article 3(3)(f) of 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? (<sup>1</sup>)

2. If Question 1 is answered in the negative:

Is a contract between an architect and a consumer, according to which the architect is required to carry out the planning for the construction of a new single-family house in accordance with the specifications and wishes of his clients and, in this context, is required to draw up plans, a contract for the supply of 'goods made to the consumer's specifications or clearly personalised' within the meaning of Article 16(c) and Article 2(3) and (4) of Directive 2011/83?

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(<sup>1</sup>) OJ 2011 L 304, p. 64.

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**Action brought on 8 March 2019 — European Commission v Republic of Finland**

**(Case C-217/19)**

(2019/C 172/23)

*Language of the case: English*

**Parties**

*Applicant:* European Commission (represented by: C. Hermes, E. Ljung Rasmussen, Agents)

*Defendant:* Republic of Finland

**The applicant claims that the Court should:**

- declare that by recurrently granting authorizations for spring hunting of male Common Eiders (*Somateria mollissima*) in the province of Åland since 2011, the Republic of Finland has failed to fulfil its obligations under Article 7(4) and 9(l)(c) of Directive 2009/147/EC (<sup>1</sup>) of the European parliament and of the Council of 30 November 2009 on the conservation of wild birds;
- order Republic of Finland to pay the costs.

**Pleas in law and main arguments**

Since 2011, the regional government of the Åland Islands, an autonomous region in Finland, has recurrently each year authorized 'derogation spring hunting' of male Common Eider ducks with a total quota of 2000 to 3800 birds during two to three weeks in May. This time period coincides with the period of reproduction of Common Eiders.

Article 7(4) of Directive 2009/147/EC prohibits hunting during the period of reproduction.

Finland claims that the spring hunting of Common Eiders in the Åland Islands is justified by the derogation provision of Article 9(1)(c) of Directive 2009/147/EC. According to the case-law of the Court, Member States bear the burden of proof for establishing that the conditions of this provision are met.