

Request for a preliminary ruling from the Landgericht Frankfurt am Main (Germany) lodged on 20 November 2017 — Emirates Airlines — Direktion für Deutschland v Aylin Wüst, Peter Wüst

(Case C-645/17)

(2018/C 112/10)

Language of the case: German

Referring court

Landgericht Frankfurt am Main

Parties to the main proceedings

Applicant: Emirates Airlines — Direktion für Deutschland

Defendants: Aylin Wüst, Peter Wüst

Questions referred

1. Should Article 5(3) of Council Regulation (EC) No 261/2004 ⁽¹⁾ of 11 February 2004 be interpreted as meaning that the temporary closure of an airport due to an accident involving an aircraft on landing constitutes an extraordinary circumstance?
2. If the answer to the first question is in the affirmative:

Should Article 5(3) of Council Regulation (EC) No 261/2004 of 11 February 2004 be interpreted as meaning that the temporary closure of an airport constitutes an extraordinary circumstance even if the aircraft involved in the accident belonged to the fleet of the air carrier which is relying on the occurrence of an extraordinary circumstance in relation to a flight which was delayed due to the closure of the airport?

3. If the answer to the second question is in the affirmative:

Should Article 5(3) of Council Regulation (EC) No 261/2004 of 11 February 2004 be interpreted as meaning that even in the case that the aircraft [Or. 3] involved in the accident belonged to the fleet of an air carrier which is relying on the occurrence of an extraordinary circumstance in relation to a flight which was delayed due to the closure of the airport, the delay in arrival of longer than three hours was 'caused' by that extraordinary circumstance?

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

Request for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 21 November 2017 — Bundesverband der Verbraucherzentralen und Verbraucherverbände — Verbraucherzentrale Bundesverband e.V. v Amazon EU Sàrl

(Case C-649/17)

(2018/C 112/11)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Appellant: Bundesverband der Verbraucherzentralen und Verbraucherverbände — Verbraucherzentrale Bundesverband e.V.

Respondent: Amazon EU Sàrl

Questions referred

The following questions regarding the interpretation of Article 6(1)(c) of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights ⁽¹⁾ are referred for a preliminary ruling:

1. May Member States enact a provision that — like the provision in Article 246a(1)(1), first sentence, No 2, of the EGBGB (Introductory Law to the Civil Code) — obliges a trader to make his telephone number available to the consumer (not just where available but) always when entering into distance contracts prior to acceptance of the contract?
2. Does the expression 'gegebenenfalls' ('where available') used in (the German language version of) Article 6(1)(c) of Directive 2011/83/EU mean that a trader must provide information only about the communication methods already actually available in his undertaking, meaning that he is not required to set up a new telephone or fax connection or e-mail account when he decides also to enter into distance contracts in his undertaking?
3. If the answer to Question 2 is yes:

Does the expression 'gegebenenfalls' ('where available') used in (the German language version of) Article 6(1)(c) of Directive 2011/83/EU mean that only those communication methods are already available in an undertaking that are actually also used by the trader [Or. 3] to contact consumers when entering into distance contracts, or are those communication methods also available in the undertaking that are used by the trader up to that time exclusively for other purposes, such as communication with other traders or authorities?

4. Is the list of communication methods specified in Article 6(1)(c) of Directive 2011/83/EU, namely, telephone, fax and e-mail, exhaustive, or may the trader also use other communication methods that are not mentioned there, such as internet chats or a telephone callback system, provided that this ensures quick contact and efficient communication?
5. Does the application of the transparency requirement of Article 6(1) of Directive 2011/83/EU, according to which the trader must inform the consumer of the communication methods set out in Article 6(1)(c) of Directive 2011/83/EU in a clear and comprehensible manner, depend on the information being supplied quickly and efficiently?

⁽¹⁾ OJ 2011 L 304, p. 64.

Appeal brought on 27 November 2017 by AlzChem AG against the judgment of the General Court (Sixth Chamber) delivered on 7 September 2017 in Case T-451/15: AlzChem AG v Commission

(Case C-666/17 P)

(2018/C 112/12)

Language of the case: English

Parties

Appellant: AlzChem AG (represented by: A. Borsos, avocat, J. A. Guerrero Pérez, abogado)

Other party to the proceedings: European Commission

Form of order sought

The appellant claims that the Court should:

- declare the application admissible and well founded;
- annul the judgment;
- annul the contested decision; and
- order the Commission to pay the applicant's costs.