

Judgment of the Court (First Chamber) of 16 January 2019 (request for a preliminary ruling from the Lietuvos vyriausiasis administracinis teismas — Lithuania) — Proceedings brought by ‘Paysera LT’ UAB, formerly ‘EVP International’ UAB

(Case C-389/17) ⁽¹⁾

(Reference for a preliminary ruling — Taking up of the business of electronic money institutions — Directive 2009/110/EC — Article 5(2) and (3) — Rules on own funds — Own funds required for the pursuit of activities linked to the issuance of electronic money — Definition of ‘activity linked to the issuance of electronic money’ — Issuance, for the benefit of the seller, of electronic money at par value of the funds received)

(2019/C 93/14)

Language of the case: Lithuanian

Referring court

Lietuvos vyriausiasis administracinis teismas

Parties to the main proceedings

Applicant: ‘Paysera LT’ UAB, formerly ‘EVP International’ UAB

Other party: Lietuvos bankas

Operative part of the judgment

Article 5(2) of Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 on the taking up, pursuit and prudential supervision of the business of electronic money institutions amending Directives 2005/60/EC and 2006/48/EC and repealing Directive 2000/46/EC, must be interpreted as meaning that services provided by electronic money institutions in payment transactions such as those at issue in the main proceedings constitute activities linked to the issuance of electronic money, within the meaning of that provision, if those services trigger the issuance or redemption of electronic money in a single payment transaction.

⁽¹⁾ OJ C 309, 18.9.2017.

Judgment of the Court (First Chamber) of 23 January 2019 — Deza, a.s. v European Chemicals Agency, Kingdom of Denmark, Kingdom of the Netherlands, Kingdom of Sweden, Kingdom of Norway

(Case C-419/17 P) ⁽¹⁾

(Appeal — Regulation (EC) No 1907/2006 (REACH Regulation) — Annex XIV — Establishment of a list of substances subject to authorisation — Inclusion in the list of substances identified for eventual inclusion in Annex XIV — Updating of the entry of the substance bis(2-ethylhexyl)phthalate (DEHP) in the list — Misinterpretation and misapplication of the REACH Regulation and of the principle of legal certainty — Distortion of the facts and evidence — Scope of the review)

(2019/C 93/15)

Language of the case: Czech

Parties

Appellant: Deza, a.s. (represented by: P.Dejl, advokát)

Other parties to the proceedings: European Chemicals Agency (ECHA) (represented by: W. Broere, N. Herbatschek and M. Heikkilä, acting as Agents, and by M. Procházka and M. Mašková, advokáti), Kingdom of Denmark (represented by: J. Nymann-Lindgren and M. Wolff, acting as Agents), Kingdom of the Netherlands, Kingdom of Sweden (represented by: A. Falk, C. Meyer-Seitz, H. Shev and L. Zettergren, acting as Agents), Kingdom of Norway

Operative part of the judgment

The Court:

1. Dismisses the appeal;
2. Orders Deza, a.s. to bear its own costs and to pay those incurred by the European Chemicals Agency (ECHA);
3. Orders the Kingdom of Denmark and the Kingdom of Sweden to bear their own costs.

⁽¹⁾ OJ C 293, 4.9.2017.

Judgment of the Court (Third Chamber) of 23 January 2019 (request for a preliminary ruling from the Bundesgerichtshof — Germany) — Walbusch Walter Busch GmbH & Co. KG v Zentrale zur Bekämpfung unlauteren Wettbewerbs Frankfurt am Main eV

(Case C-430/17) ⁽¹⁾

(Reference for a preliminary ruling — Consumer protection — Directive 2011/83/EU — Distance contracts — Article 6(1)(h) — Obligation to provide information on the right of withdrawal — Article 8(4) — Contract concluded through a means of distance communication which allows limited space or time to display the information — Meaning of ‘limited space or time to display the information’ — Brochure inserted in a periodical — Mail order coupon containing a hyperlink referring to information on the right of withdrawal)

(2019/C 93/16)

Language of the case: German

Referring court

Bundesgerichtshof

Parties to the main proceedings

Applicant: Walbusch Walter Busch GmbH & Co. KG

Defendant: Zentrale zur Bekämpfung unlauteren Wettbewerbs Frankfurt am Main eV

Operative part of the judgment

The assessment of whether, in a specific case, the means of communication allows limited space or time to display the information, in accordance with Article 8(4) 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, must be carried out having regard to all of the technical features of the trader's marketing communication. In that regard, it falls to the national court to ascertain whether, having regard to the space and time occupied by the communication and the minimum size of the typeface which is appropriate for the average consumer targeted by that communication, all the information set out in Article 6(1) of that directive may objectively be displayed within that communication.

Article 6(1)(h) and Article 8(4) of Directive 2011/83 must be interpreted to the effect that, in a situation where the contract is concluded through a means of distance communication which allows limited space or time to display the information, and where a right of withdrawal exists, the trader is required to provide the consumer, on the means of communication in question and before the conclusion of the contract, with information regarding the conditions, time limit and procedures for exercising that right. In such a situation, that trader must provide the consumer with the model withdrawal form, as provided for in Annex I(B) to that directive, by another source in plain and intelligible language.

⁽¹⁾ OJ C 347, 16.10.2017.