

Parties to the main proceedings

Applicant: Aqua Med sp. z o.o.

Defendant: Irena Skóra

Operative part of the judgment

1. Article 1(2) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts must be interpreted as meaning that a contractual term, such as that at issue in the main proceedings, which refers to the national law applicable so far as concerns the determination of jurisdiction to hear disputes between the parties to the contract, does not fall outside the scope of that directive.
2. Article 7(1) of Directive 93/13 must be interpreted as not precluding procedural rules, to which a contractual term refers, which allow the seller or supplier to choose, in the event of an action for alleged non-performance of a contract by the consumer, between the court which has jurisdiction in the place where the defendant is domiciled and that which has jurisdiction in the place of performance of the contract, unless the choice of place of performance of the contract gives rise, for the consumer, to procedural conditions which are such as to restrict excessively the right to an effective remedy conferred on him by the European Union legal order, which is a matter for the national court to determine.

⁽¹⁾ OJ C 249, 16.7.2018.

Judgment of the Court (Sixth Chamber) of 10 April 2019 — The Green Effort Limited v European Union Intellectual Property Office (EUIPO), Fédération internationale de l'automobile (FIA)

(Case C-282/18 P) ⁽¹⁾

(Appeal — EU trade mark — Appeals procedure — Time limits — Electronic notification — Calculation of time limits)

(2019/C 206/18)

Language of the case: English

Parties

Appellant: The Green Effort Limited (represented by: A. Ziehm, Rechtsanwalt)

Other parties to the proceedings: European Union Intellectual Property Office (EUIPO) (represented by: A. Folliard-Monguiral, acting as Agent), Fédération internationale de l'automobile (FIA) (represented by: M. Hawkins, Solicitor, T. Dolde and K. Lüder, Rechtsanwälte)

Operative part of the judgment

The Court:

1. Dismisses the appeal;
2. Orders The Green Effort Limited to bear its own costs and to pay the costs incurred by the European Union Intellectual Property Office (EUIPO) and by Fédération internationale de l'automobile (FIA).

⁽¹⁾ OJ C 285, 13.8.2018.