

## V

(Announcements)

## COURT PROCEEDINGS

## 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 <sup>(1)</sup> only in the case where an H<sub>2</sub> 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<sub>2</sub> 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<sub>2</sub> 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<sub>2</sub> 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<sub>2</sub> carbon dioxide or C<sub>n</sub>H<sub>n</sub>?

- (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?

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<sup>(1)</sup> 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).

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**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?