

4. If the answer to question 3 is yes:

Must the national court in such circumstances stay its proceedings until the conclusion of the formal State aid investigation procedure?

**Request for a preliminary ruling from the Juzgado de Primera Instancia No 17 de Palma de Mallorca (Spain) lodged on 11 March 2013 — Banco de Valencia SA v Joaquin Valdeperas Tortosa, María Ángeles Miret Jaume**

(Case C-116/13)

(2013/C 171/18)

*Language of the case: Spanish*

#### Referring court

Juzgado de Primera Instancia No 17 de Palma de Mallorca

#### Parties to the main proceedings

*Applicant:* Banco de Valencia SA

*Defendant:* Joaquin Valdeperas Tortosa, María Ángeles Miret Jaume

#### Questions referred

- Does the Spanish mortgage enforcement process comply with Article 7 of Directive 93/13/EEC, <sup>(1)</sup> in so far as it does not accept, as a precondition for deciding whether or not to order enforcement, judicial review of the court's own motion of a clause for acceleration of the loan, at the request of the bank alone, which is considered unfair in itself and in the specific way it is applied to this case, that clause being indispensable for making that privileged means of enforcement available to a professional lender?
- Again having regard to Article 7 of Directive 93/13/EEC, what must be the scope of the court's intervention regarding that clause when it has to direct that enforcement is to take place in the mortgage enforcement process?
- Can a contractual clause which enables the lending financial institution unilaterally to cancel the loan agreement on totally objective grounds, some of which have no connection with the loan agreement itself and, in the circumstances at issue in these proceedings, because of the failure to pay four monthly mortgage instalments, be regarded as unfair, both in itself and in the manner in which it is specifically applied to this case, in the light of Article 3(1) and (3) of Directive 93/13/EEC and points 1(e) and (g) and 2(a) of the annex thereto?

<sup>(1)</sup> Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (OJ 1993 L 95, p. 29).

**Request for a preliminary ruling from the Bundesgerichtshof (Germany) lodged on 14 March 2013 — Technische Universität Darmstadt v Eugen Ulmer KG**

(Case C-117/13)

(2013/C 171/19)

*Language of the case: German*

#### Referring court

Bundesgerichtshof

#### Parties to the main proceedings

*Applicant:* Technische Universität Darmstadt

*Defendant:* Eugen Ulmer KG

#### Questions referred

- Is use subject to purchase or licensing terms within the meaning of Article 5(3)(n) of Directive 2001/29/EC <sup>(1)</sup> where the rightholder offers to conclude with the establishments referred to therein licensing agreements for the use of works on appropriate terms?
- Does Article 5(3)(n) of Directive 2001/29/EC entitle the Member States to confer on the establishments the right to digitise the works contained in their collections, if that is necessary in order to make those works available on terminals?
- May the rights which the Member States lay down pursuant to Article 5(3)(n) of Directive 2001/29/EC go so far as to enable users of the terminals to print out on paper or store on a USB stick the works made available there?

<sup>(1)</sup> Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society (OJ 2001 L 167, p. 10).

**Request for a preliminary ruling from the Landesarbeitsgericht Hamm (Germany) lodged on 14 March 2013 — Gülay Bollacke v K + K Klaas & Kock B.V. & Co. KG**

(Case C-118/13)

(2013/C 171/20)

*Language of the case: German*

#### Referring court

Landesarbeitsgericht Hamm