3. *Article 27 of the Agreement on Trade-Related Aspects of Intellectual Property Rights, constituting Annex 1C to the Agreement establishing the World Trade Organisation (WTO), signed at Marrakesh on 15 April 1994 and approved by Council Decision 94/800/EC of 22 December 1994 concerning the conclusion on behalf of the European Community, as regards matters within its competence, of the agreements reached in the Uruguay Round multilateral negotiations (1986-1994), falls within the field of the common commercial policy.*

([1]) OJ C 78, 15.03.2014.

Request for a preliminary ruling from the Judecătoria Oradea (Romania) lodged on 7 March 2014 — Horațiu Ovidiu Costea v SC Volksbank România SA

(Case C-110/14)

(2014/C 175/25)

Language of the case: Romanian

Referring court

Judecătoria Oradea

Parties to the main proceedings

Applicant: Horațiu Ovidiu Costea

Defendant: SC Volksbank România SA

Question referred

Must Article 2(b) of Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts ([1]) be interpreted as including in, or as excluding from, the definition of 'consumer' a natural person who practises as a lawyer and concludes a credit agreement with a bank, in which the purpose of the credit concerned is not specified, when in that agreement that natural person's law firm is stated to be the guarantor for the mortgage?

([1]) OJ 1993 L 95, p. 29.

Request for a preliminary ruling from the Oberlandesgericht Koblenz (Germany) lodged on 11 March 2014 — RegioPost GmbH & Co. KG v Stadt Landau

(Case C-115/14)

(2014/C 175/26)

Language of the case: German

Referring court

Oberlandesgericht Koblenz

Parties to the main proceedings

Applicant: RegioPost GmbH & Co. KG

Defendant: Stadt Landau

Parties to the proceedings: PostCon Deutschland GmbH, Deutsche Post AG

Questions referred

1. Is Article 56(1) of the Treaty on the Functioning of the European Union in conjunction with Article 3(1) of Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in the framework of the provision of services ([1]) to be interpreted as precluding a national provision which makes it mandatory for a contracting authority to award contracts only to undertakings which undertake and whose subcontractors undertake in writing, at the time of submitting the tender, to pay their employees who perform the contract a minimum wage fixed by the State for public contracts only but not for private ones, where there is neither a general statutory minimum wage nor a universally binding collective agreement that binds potential contractors and possible subcontractors?

2. If the first question is answered in the negative:

   Is European Union law in the area of public procurement, in particular Article 26 of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts ([2]) to be interpreted as precluding a national provision such as the third sentence of Paragraph 3(1) of the [Rhineland-Palatinate Land Law on guaranteeing compliance with collective agreements and minimum wages in public contract awards (LTTG)] which provides for the mandatory exclusion of a tender if an economic operator does not, already when submitting the tender, undertake in a separate declaration to do something which he would be contractually obliged to do if awarded the contract even without making that declaration?

([1]) OJ 1996 L 18, p. 1.
([2]) OJ 2004 L 134, p. 114.

Action brought on 17 March 2014 — European Commission v Italian Republic

(Case C-124/14)

(2014/C 175/27)

Language of the case: Italian

Parties

Applicant: European Commission (represented by: C. Cattabriga and M. van Beek, acting as Agents)

Defendant: Italian Republic

Form of order sought

The Commission claims that the Court should:

— declare that the Italian Republic, by withholding from National Health Service 'executive' staff (namely, doctors) the right to a maximum average working week of 48 hours, and from all National Health Service medical staff the right to 11 consecutive hours of rest per day without guaranteeing them an equivalent period of compensatory rest, has failed to fulfil its obligations under Articles 3, 6 and 17(2) of Directive 2003/88/EC; ([1])

— order the Italian Republic to pay the costs of the proceedings.

Pleas in law and main arguments

Articles 3 and 6 of Directive 2003/88/EC require that the Member States take the measures necessary to ensure, first, that every worker is entitled to a minimum daily rest period of 11 consecutive hours per 24-hour period and, second, that the average working time for each seven-day period, including overtime, does not exceed 48 hours. Derogations from those provisions, although not entirely excluded, are nonetheless subject to specific conditions.

When transposing Directive 2003/88, the Italian legislature breached those provisions by excluding all National Health Service 'executive' doctors from the scope of the rules relating to the maximum weekly working time and all National Health Service medical staff from the rules relating to the daily rest period.