



File number
UPC_CoA_534/2024
(Belkin appeal)
Injury claim)
UPC_CoA_19/2025
(Appeal by Belkin,
counterclaim on
(Annulment)
UPC_CoA_683/2024
(Philips appeal)

Decision

of the Court of Appeal of the Unified Patent Court
from October 3, 2025

concerning patent infringement and counterclaim for invalidation

GUIDING PRINCIPLE:

1. The term "offer" within the meaning of Article 25(a) of the UPC Agreement is to be interpreted autonomously. Offering is to be understood in an economic sense and not in the legal sense of a binding contractual offer. The offer therefore need not contain all the details necessary for the immediate conclusion of a contract by mere acceptance of the offer. It is sufficient that an object is presented in such a way that

Viewers can submit an offer to transfer possession, for example, to conclude a purchase, rental, or lease agreement. This already covers the "invitatio ad offerendum" (invitation to treat). Therefore, stating a price is not necessary.
2. The concept of "offering" does not depend on the availability or ability to deliver.
to.
3. For the purposes of Article 63 of the European Convention on International Legal Transactions (EPGÜ) in conjunction with Article 25 EPGÜ, an "infringer" also includes anyone who does not personally commit the acts mentioned in Article 25 EPGÜ, but to whom the acts of a third party are attributable because they are an instigator, co-perpetrator, or accomplice. Who constitutes an instigator, co-perpetrator, or accomplice in this sense is determined by an autonomous interpretation of Article 63 EPGÜ and Article 25 EPGÜ.
4. The mere fact of holding the position of managing director does not make the managing director an accomplice or accessory to a patent infringement committed by the company. A managing director can only be held liable if the conduct in question exceeds the typical duties of a managing director. This applies in particular if the managing director uses the company specifically to commit patent infringements. However, this also applies if the managing director knows that the company is committing a patent infringement and – although it is possible and reasonable for them to do so – fails to take action to stop the infringement.

to stop.

5. Knowledge of patent infringement requires not only that the managing director is aware of the circumstances giving rise to the infringement. Rather, it also requires – as with any assistant – awareness of the unlawfulness of the act of use. If the managing director seeks legal advice regarding the question of patent infringement, he can generally rely on this advice until a first-instance decision establishing the patent infringement by his company is issued.
6. The ordering of remedial measures of recall, removal from distribution channels and destruction pursuant to Article 64(2)(b), (d) and (e) of the UPC Convention is the standard procedure. The infringer bears the burden of proof and the burden of establishing the lack of proportionality.
7. The plaintiff's applications for an order to recall the products from distribution channels, to permanently remove the products from distribution channels, and to destroy the products and/or the relevant materials and equipment must generally include the deadline for providing information (which begins upon notification pursuant to Section 118.8, sentence 1 of the Rules of Procedure, or, in proceedings concerning the issuance of preliminary measures, upon service of such an order). This deadline must therefore be set in the decision or the final order. If no deadline is set in the final order or decision, it is the plaintiff's responsibility to set a deadline for the defendant to take the aforementioned remedial measures when notifying the defendant of the intention to enforce the order pursuant to Section 118.8 of the Rules of Procedure.

KEYWORDS:

- Recognition of decisions of national courts by the EPG pursuant to Article 36
Brussels I Regulation
- Offer within the meaning of Art. 25 a) UPC,
- Injunctions pursuant to Art. 63 UPC against the instigator, co-perpetrator and accomplice, - Claims against the managing director of a patent-infringing limited liability company, - Proportionality and setting of deadlines in the case of recall, removal from distribution channels and destruction (Art. 64 UPC),

APPLICANT/DEFENDANT IN THE MAIN PROCEEDINGS BEFORE THE COURT OF FIRST INSTANCE

1. [REDACTED]
2. **Belkin GmbH**, Aschheim, Germany, 3. **Belkin International Inc.**, El Segundo, California, United States of America, 4. **Belkin Limited**, Wellingborough, Northamptonshire, United Kingdom,
5. [REDACTED]
6. [REDACTED]

(hereinafter referred to as Belkin for all parties in the singular, for defendants 1, 5, 6 hereinafter referred to as the defendant managing directors, for defendants 2 to 4 hereinafter referred to as the defendants Company)

Represented by: Attorney Dr. Philipp Cepl and other attorneys of the law firm DLA PIPER UK LLP, Munich

RESPONSE/CLAIMER IN THE MAIN PROCEEDINGS BEFORE THE COURT OF FIRST INSTANCE

Koninklijke Philips NV, Eindhoven, Netherlands

(hereinafter referred to as Philips)

Represented by: Attorney Dr. Tilmann Müller and other attorneys of the law firm

Bardehle Pagenberg, Hamburg

PROCEDURAL LANGUAGE

German

Judgment Body and Decision-Making Judges

Panel 2,

Rian Kalden, legally qualified judge and presiding judge

Ingeborg Simonsson, legally qualified judge,

Patricia Rombach, legally qualified judge and rapporteur

Alain Dumont, technically qualified judge

Uwe Schwengelbeck, technically qualified judge

CONTESTED ORDER OF THE COURT OF FIRST INSTANCE

Order of September 13, 2024, Local Chamber Munich

Case number of the Court of First Instance: ORD_598464/2023 in the main proceedings concerning the infringement claim in ACT_583273/2023, and in the main proceedings concerning the counterclaim for annulment CC_584891/2023, UPC_CFI_390/2023

PATENT IN DISPUTE

EP 2 867 997

ORAL NEGOTIATING

The joint oral hearing regarding the claim for infringement and the counterclaim for annulment took place on June 5, 2025.

FACTS AND MOTIONS OF THE PARTIES

1. Philips is the proprietor of European patent EP 2 867 997 (the patent in suit), which was filed on June 20, 2013, claiming priority from a US application dated June 29, 2012, and from the European application dated April 3, 2013. The grant of the patent in suit was published on December 28, 2016. The patent in suit relates to wireless inductive power transmission.
2. Claim 20 of the patent in suit reads in the language of the proceedings as follows:
"A power transmitter (101) for an inductive power transfer system, the inductive power transfer system supporting two-way communication between the power transmitter (101) and a power receiver (105) based on modulation of a power signal, the power transmitter comprising: means for generating the power signal;
means for receiving a signal strength package from the power receiver (105) initiating a mandatory configuration phase; means for operating the mandatory configuration phase (507) wherein a first set of power transfer operating parameters are selected for the power transmitter (101) and the power receiver (105); means for receiving a request to enter the requested negotiation phase from the power receiver (105);

characterized in further comprising means for acknowledging (511) the request to enter the requested negotiation phase by transmitting and acknowledgment to the power receiver (105); the acknowledgment being indicative of an acceptance or rejection of the request to enter the requested negotiation phase; means for entering the requested negotiation phase in response to receiving the request to enter the requested negotiation phase; and means for operating (513) the requested negotiation phase wherein a second set of power transfer operating parameters are selected for the power transmitter (101) and the power receiver (105); wherein, when the negotiation phase (513, 515), the power transmitter (101) is arranged to determine the second set of power transfer operating parameters in a number of negotiation cycles, each negotiation cycle comprising the power transmitter (101) receiving from the power receiver (105) a message specifying at least one of the operating parameters and the power transmitter (101) responding with a message accepting or rejecting the at least one operating parameter.”

3. With regard to patent claims 1, 17, 18 and 19, reference is made to the contested decision referred.
4. The defendant companies are companies of the Belkin Group. Belkin International Inc. Defendant No. 3 is the parent company of this group. Defendant No. 1 is the managing director of Belkin GmbH and a director of Belkin Limited. Defendants Nos. 5 and 6 are directors of Belkin Limited.
5. On August 10, 2019, Philips filed a lawsuit against Belkin GmbH at the Düsseldorf Regional Court. (Defendant No. 2) and Belkin Limited (Defendant No. 4) filed suit for infringement of the German part of the patent in dispute. By judgment of March 20, 2023 (Case No. 4a O 49/22), the Düsseldorf Regional Court dismissed the suit. The Düsseldorf Higher Regional Court dismissed the appeal against this judgment as inadmissible on April 18, 2024.
6. On March 10, 2022, Belkin GmbH filed an action for invalidity against the patent in dispute with the Federal Patent Court. The action for invalidity was dismissed by a (not yet legally binding) judgment of July 12, 2024.
7. Wireless chargers for charging electronic devices are available on the website www.belkin.com . Devices (attacked embodiments) shown.
8. The attacked embodiments are power transmitters for inductive power transmission to a power receiver, which meet the requirements of the “Extended Power Profile (EPP)” of the Qi standard.
9. Philips is of the opinion that the contested embodiments realize all the features of claim 20 of the patent in suit and takes the defendants (hereinafter for all: Belkin) for infringement of claim 20 of the patent in dispute, for an injunction against patent infringers. The claims include actions in the Federal Republic of Germany, Belgium, France, Finland, Italy, the Netherlands, Austria and Sweden, as well as recall, information, damages and publication of judgments, whereby such attacked embodiments that use the chip of a specific manufacturer and actions of Belkin GmbH and Belkin Limited in the territory of the Federal Republic of Germany are excluded from the claims.
10. Belkin has filed a counterclaim seeking the invalidation of the patent in dispute.

11. The Munich Local Chamber, with the contested decision, has upheld the lawsuit against the defendant company. The defendant company was granted the requests for injunctive relief, disclosure, damages and publication of the judgment (subject to compliance with the General Data Protection Regulation).
12. The local court ordered the defendant managing directors to refrain from exercising their services as managing directors or directors of Belkin GmbH and Belkin Limited in such a way that the patent-infringing acts are carried out by Belkin GmbH and Belkin Limited outside the territory of the Federal Republic of Germany.
13. In all other respects, the Local Chamber dismissed the action. The Local Chamber rejected Belkin's requests for a stay of proceedings in view of the pending nullity appeal proceedings in Germany and the already final infringement proceedings in Germany, as well as Belkin's request to recognize the judgment of the Higher Regional Court of Düsseldorf pursuant to Article 36(1) and (3) of the Brussels I Regulation with regard to Belkin International Inc.
14. The counterclaim for invalidation of the patent in dispute was dismissed.
15. The parties have appealed the judgment.

Reasons for the contested decision

16. The Local Chamber upheld the contested decision, in essence as follows:

The following reasons are given:

- Contrary to the opinion of the Federal Patent Court and the Düsseldorf Regional Court, claim 20 does not require that the service transmitter be equipped with the data to be transmitted. Confirmation can indicate both acceptance and rejection.
- The subject matter of the patent in dispute does not extend beyond the content of the original disclosure out.
- The subject matter of the patent in dispute is vis-à-vis US 2010/0013319 ("US'319", D2) and US 2010/0083012 ("US'012", D6) new.
- Belkin's presentation on US 7,671,559 ("US'559"D7) should not be admitted due to delay.
- It is sufficient for an infringement of claim 20 of the patent in suit that the attacked embodiments send an acknowledgement response upon receiving a configuration packet with a value of 1 in the neg field and then enter the negotiation phase.
- The Higher Regional Court of Düsseldorf did not have to rule on any potential infringements by Belkin International Inc. in Germany, so there is no need for recognition.
- The defendant companies are passively entitled to be sued as infringers and can therefore be sued under Articles 63, 64, 67 and 68 of the UPC Convention. While the defendant managing directors are not themselves infringers, they can be sued as intermediaries under Article 63(1), second sentence, of the UPC Convention.

motions from the parties

Belkin's appointment

17. In summary, Belkin requests, with regard to the infringement claim, that the contested decision be set aside and the action dismissed, and that Philips be ordered to pay the costs of the proceedings.

18. With regard to the counterclaim for invalidity, Belkin requests that the contested decision be set aside and that the patent in dispute be declared invalid with effect for the Contracting Member States Germany, Belgium, France, Finland, Italy, the Netherlands, Austria and Sweden, the request being made on behalf of Belkin GmbH with the proviso that the invalidity be excluded with effect for the territory of the Federal Republic of Germany and that Philips also be ordered to pay the costs of the counterclaim for invalidity proceedings.

19. Philips requests that Belkin's appeals be dismissed and that Belkin be ordered to pay the costs of the proceedings to impose.

Philips's appeal

20. In summary, Philips requests that the judgment be amended to the effect that

- that the defendant managing directors are also ordered to cease and desist, provide information and pay damages be convicted;

- that Belkin is also ordered to recall, permanently remove and destroy at its own expense, the contested embodiments from the distribution channels and to impose a penalty of up to €50,000 for each instance of non-compliance with this obligation;

- that Belkin be ordered to pay the costs of the litigation, including the costs of the counterclaim and the appeal.

21. Furthermore, Philips requests that the factual submissions made by Philips for the first time in the appeal proceedings, concerning the proportionality of recall, removal from distribution channels and destruction, be taken into account in the decision of the appeal proceedings (R. 222.1 VerfO).

22. Philips further requests that the obligation to provide information be supplemented by adding the following to the last clause: "the defendants are required to provide the information in a complete, organized and self-explanatory list in electronic, machine-readable form."

23. Belkin requests that Philips' appeal be dismissed and that the amendment to the complaint be denied to allow.

PARTIES ' PRESENTATIONS

24. Belkin defends the contested decision insofar as it is in her favor and otherwise opposes it, reiterating and elaborating on the arguments of the court of first instance.

Presentation. Belkin did not challenge the Local Chamber's statements regarding feasibility and novelty compared to D1 and D3 in its appeal.

25. For the first time in the appeal proceedings, Belkin alleges a lack of inventive step with regard to applicable to D2.
26. Philips defends the contested decision insofar as it was decided in Philips' favor, and otherwise opposes it, reiterating and elaborating on the first instance decision.
Submissions. Furthermore, Philips has supplemented its initial submissions regarding the proportionality of the recall order and removal from distribution channels, and has added a new obligation presented for electronic information.

REASONS FOR DECISION

A. Appeal against the dismissal of the counterclaim for a declaration of nullity

27. The appeal is unsuccessful insofar as it is directed against the dismissal of the counterclaim on
The declaration of invalidity applies.

1. Subject matter of the patent in dispute

1. The patent in dispute and its technical background

28. The invention according to the patent in suit relates to inductive power transfer, in particular an inductive power transfer system according to the "Qi wireless power transfer standard" (hereinafter referred to as "Qi Standard", paragraph 1).
29. This system, known in the prior art, relates to wireless power transmission by magnetic induction (paragraphs 5-6) to portable and mobile devices such as mobile phones, tablets, media players (paragraphs 3-4).
30. While the Qi standard was initially designed for devices with a power output of less than 5 watts (para. 10), work is underway to increase the available power output,
In particular, the standard has been extended to medium-power devices with more than 5 watts (para. 11).
31. To control the wireless power transmission system, the Qi standard specifies several phases (para. 19). There is the selection phase, in which the system is not in use (i.e., no power receiver is near the power transmitter). When the power transmitter detects that a power receiver might be nearby, e.g., due to a change in capacity, the system enters the ping phase, in which the power transmitter provides a power signal (at least temporarily). When the power receiver receives the power signal, it transmits an initial data packet to the power transmitter via load modulation, indicating the degree of coupling (para. 23). In the so-called identification and configuration phase, the power receiver sends at least one identifier to the power receiver and communicates the necessary configuration information.

Power. This information is transmitted in several data packets using load modulation (para. 24). The system then enters the power transfer phase, in which the power transmitter provides the required power (para. 27).
32. The description of the patent in dispute criticizes the fact that the existing system does not allow the Desired flexibility and required support for functions (paragraph 29, line 23). For example, the adjustment of operating parameters should be limited to a few sets of parameters.

(Paragraph 32, line 37). For example, if a power receiver attempts to receive more than 5 watts from the power transmitter and the power transmitter terminates the power transmission, then This leads to a poor user experience. Therefore, it is desirable to further develop the Qi standard to achieve enhanced functionality, flexibility, and performance (para. 29).

33. One limiting element is, in particular, unidirectional communication. Because this requires that the service provider be able to meet every requirement of the service recipient and that the service recipient be able to respond to requirement parameters is limited, which can be fulfilled by all power transmitters (para. 30).
34. Bidirectional communication between the power transmitter and the power receiver has been proposed. However, such a bidirectional connection is not easy to implement. The system must be backward compatible, and, for example, power transmitters and power receivers that are not capable of bidirectional communication must continue to be supported (paragraphs 17 and 33). Furthermore, there is little room for maneuver due to technical limitations regarding, for example, modulation options, power fluctuations, and transmission options. It is also important to keep costs and complexity low, and minimizing the need for additional hardware is desirable.

to keep the power consumption low and to make detection simple and reliable. It is also important that communication from the power receiver to the power transmitter is not impaired by communication from the power transmitter to the power receiver. Furthermore, it is crucial that the communication link does not unacceptably impair the system's ability to transmit power (paragraph 17).

35. Improvements to the existing system are difficult due to the required backward compatibility. In particular, an improved standard must continue to guarantee that devices conforming to the current standard (versions 1.0 and 1.1 of the Qi standard) remain supported (paragraph 33). For example, extending the current configuration phase is not suitable, as this would require modifications to existing devices. Furthermore, it does not provide sufficient flexibility for setting additional operating parameters. Another problem is that the additional configuration takes time, and this time is not provided for in the current standard (paragraph 34).
36. For example, while it is theoretically possible to extend the configuration packet transmitted by the power transmitter to include newly defined bits that specify requirements for particular values of specific operating parameters, since the current Qi standard contains an unused time interval between the configuration packet and the subsequent packet, such an extension of the standard initially only allows for an acknowledgment message from the power transmitter. Accordingly, a single acknowledgment in response to multiple requests is not unambiguous. For instance, if the power receiver sends a request for a power output of 30 watts and a request for the dedicated communication mode, the power transmitter can only send a positive acknowledgment if it supports both requests. If it only fulfills one of the requests, it must reject the request (paragraph 35).
37. Furthermore, it would be desirable for the communication originating from the power sender to be less complex, particularly in certain situations limited to single bit acknowledgments. This would allow for a significantly simplified implementation of the communication between the power sender and the power receiver. This could lead to a very

low data rate requirements, so that, for example, detection may be based on very slow fluctuations in the power signal (para. 36).

38. Therefore, the introduction of a power transmitter that sends data about supported operating parameters to the power receiver would require a more complex communication protocol between the power transmitter and power receiver and would thus be impractical for systems such as Qi systems. Furthermore, if the communication channel between the power transmitter and power receiver supported only a low data rate, the transmission of this additional information could be very time-consuming. Such a more complex and time-consuming solution would not be well-suited for extending a cost-effective power supply solution like Qi. Instead, a solution that corresponds to a simpler extension of the existing Qi specification v.1.1, for example to enable 10-15 W applications, would be preferable (para. 37).

2. Purpose of the invention

39. In this context, the patent in dispute aims to provide an improved system, in particular with greater flexibility, improved backward compatibility, simpler implementation and improved performance (paras. 39-40).

3. Breakdown of features of claim 20

40. This problem is solved by a device according to claim 20 having the following features (English and thus relevant procedural language and German translation):

20. 1 A	power transmitter (101) for an inductive power transfer system	Power transmitter (101) for an inductive power transmission system
20.1.1	the inductive power transfer system supporting two-way communication between the power transmitter (101) and a power receiver (105) based on modulation of a power signal, the power transmitter comprising:	where the system is for inductive Power transmission, based on the modulation of a power signal, a Two-way communication between the power transmitter (101) and a Power receiver (105) supported, the power transmitter comprising:
20.2	means for generating the power signal	means of producing the Power signal;
20.3	means for receiving a signal strength package from the power receiver (105) initiating a mandatory configuration phase;	means of receiving a signal strength packet from the Benefit recipient (105) to initiate a mandatory configuration phase;
20.4	means for operating the mandatory configuration phase (507) during which	Means for carrying out the mandatory configuration phase (507), wherein
20.4.1 a	first set of power transfer operating parameters are selected for the power transmitter (101) and the power receiver (105);	a first sentence of Power transmission Operating parameters for the Power transmitter (101) and the Benefit recipient (105) is selected;

20.5	means for receiving a request to enter the requested negotiation phase from the power receiver (105); characterized in further comprising	Means for receiving a request to enter the requested negotiation phase from the recipient of the service (105); characterized in that it further comprises:
20.6	means for acknowledging (511) the request to enter the requested negotiation phase by transmitting an acknowledgment to the power receiver (105);	Means of confirming (511) the request to enter a requested negotiation phase [Negotiation phase] by transmitting a confirmation to the recipient of the benefit (105);
20.6.1 the	acknowledgment being indicative of an acceptance or rejection of the request to enter the requested negotiation phase;	the confirmation of acceptance or rejection of the request to enter the requested negotiation phase [Negotiation phase] is indicative;
20.7	means for entering the requested negotiation phase in response to receiving the request to enter the requested negotiation phase	Means to enter the requested negotiation phase [Negotiation phase] in response to receiving the request to enter the requested negotiation phase; as well as
20.8	means for operating (513) the requested negotiation phase wherein a second set of power transfer operating parameters are selected for the power transmitter (101) and the power receiver (105)	Means for carrying out (513) the requested negotiation phase [Negotiation phase], in which a second set of power transmission operating parameters is selected for the power transmitter (101) and the power receiver (105);
20.8.1 where	in, when in the negotiation phase (513, 515), the power transmitter (101) is arranged to determine the second set of power transfer operating parameters in a number of negotiation cycles	where, during the negotiation phase [Negotiation phase] (513, 515) located, the power transmitter (101) is configured to determine the second set of power transmission operating parameters in a number of negotiation cycles [negotiation cycles],
20.8.2 each	negotiation cycle comprising the power transmitter (101) receiving from the power receiver (105) a message specifying at least one of the operating parameters and the power transmitter (101) responding with a message accepting or rejecting the at least one operating parameter.	where in each negotiation cycle [Negotiation cycle] the power transmitter (101) receives a message from the power receiver (105) in which at least one of the power transmission operating parameters is specified, and the power transmitter responds with a message in which the at least one power transmission operating parameter is accepted or rejected.

4. Interpretation of patent claim 20

a) Specialist

41. The patent claim must be interpreted from the perspective of a person skilled in the art. The Local Chamber correctly considered a graduate engineer in electrical engineering or a corresponding master's degree holder with practical experience in the field of inductive power transmission, in particular for charging secondary devices, to be such a person skilled in the art.

b) Understanding of features

42. The court bases its decision on the following understanding of the characteristics:

Features 20.1, 20.2, 20.3, 20.4 and 20.4.1

43. Features 20.1, 20.2, 20.3, 20.4 and 20.4.1 are from the Q1 specification version 1.1 known requirements for a power transmitter which, according to the expert's understanding, can transfer a certain amount of energy per unit of time to a power receiver.

This means that the existing configuration approach in a Qi system, which is based on an identification and configuration phase, can be retained unchanged (see paragraph 43).

44. The configuration phase is mandatory according to feature 20.4. Feature 20.4 therefore requires that the power transmitter be designed in such a way that it can respond to the reception of a signal strength packet by initiating the configuration phase. According to feature 20.4, it must be able to perform the configuration phase, which consists of selecting an initial set of power transmission operating parameters.

Features 20.1.1, 20.5, 20.7, 20.8

45. The required Service sender: supports about it in one Two-way communication between the service sender and a service receiver (feature 20.1.1) and includes means for receiving a request (sent by the service receiver) to enter a negotiation phase.

(Characteristic 20.5) to confirm such a request (characteristics 20.6 and 20.6.1) and to enter the requested negotiation phase (characteristic 20.7) and to carry it out.

46. During the negotiation phase, the power receiver may request an additional set of power transmission operating parameters and the power sender may accept or reject this request (feature 20.8.2).

47. The negotiation phase makes it possible to support new functions and operating areas, in particular an extension for higher performance levels or more advanced communication protocols (see paragraph 43).

48. It is also possible to initiate the negotiation phase during the power transmission phase (para. 176). This allows for a very flexible system where operation can be dynamically adapted to the specific requirements and settings of all devices (para. 178).

49. Feature 20.8.2, which refers to a "further set of power transmission operating parameters", indicates that a first set of power transmission operating parameters for the power transmitter and already exists during the configuration phase.
for

The service recipient has been selected (feature 20.4.1). This means that the negotiation phase must follow the configuration phase. The service provider's resources are designed such that the negotiation phase only takes place after the mandatory configuration phase has been completed. However, the receipt of the request to enter the negotiation phase according to feature 20.5 (paragraphs 77 and 133) and the confirmation according to features 20.6 and 20.6.1 can already occur during the configuration phase (paragraph 133).

50. The difference between the configuration phase and the negotiation phase is essentially that in the negotiation phase the power transmission operating parameters are only determined after a negotiation between the service recipient and the service provider, in which the power transmitter may reject individual requested power transmission operating parameters (feature 20.8.2, paragraph 47, page 6, lines 6 ff.).
51. The service sender must be designed according to feature group 20.8 to send both rejection and acceptance messages. Feature group 8 is intended to ensure that different responses are possible during the negotiation phase with regard to the various requirements. The required service sender can respond with an acceptance or rejection message during the negotiation phase (feature 8.2). Due to the number of negotiation cycles according to feature 20.8.1, the service receiver does not have to request multiple service transmission operating parameters at once. Thus, even with a single-bit message from the service sender, it is possible for the service sender to respond to the specific requests of the service receiver in different ways, i.e., to accept or reject them. This avoids the disadvantage mentioned in the description, namely that if the power receiver sends, for example, a request for a power of 30 watts and a request for the dedicated communication mode, the power sender may only send a positive confirmation if it supports both requests (see paragraph 35).

Feature 20.6

52. According to feature 20.6, the service provider includes means for confirming the request to enter a negotiation phase (requested by the service recipient, see feature 20.5). The means must be such that a confirmation message is transmitted to the recipient of the service. Mere inaction after receiving the request is insufficient.

Feature 20.6.1

indicative

53. Feature 20.6.1 specifies the requirements for this confirmation. It must be indicative of acceptance or rejection of the request. This means that a mere confirmation of receipt of the request is insufficient. Furthermore, the confirmation (acknowledgment) must indicate to the recipient of the service whether the request is accepted for entry into the negotiation phase or whether it is rejected.
54. Contrary to Belkin's view, the mere implication of confirmation by another message is insufficient for the realization of feature 20.6.1 and, in particular, feature 20.6. Feature 20.6 requires a means of confirming the request to enter a requested negotiation phase by "transmitting confirmation" to the Recipient of the service. It follows that the confirmation itself must be transmitted; it is not sufficient to transmit a message that primarily contains other content but is indicative of the confirmation. This confirmation message must be sent simultaneously to the

The service recipient can indicate whether the request is rejected or accepted. The expert understands from the description of the patent in dispute that, for example, certain information can be indexed, i.e., displayed, by setting a bit (see paragraph 35: "For example, extending the configuration packet transmitted from the power receiver to include newly defined bits indicating requests for specific values...").

55. In the event of notification of acceptance, the recipient of the service initiates the negotiation phase (see Claim 1: "the power receiver (105) entering the requested negotiation phase in response to receiving the acknowledgement from the power transmitter (101) if the acknowledgement is indicative of an acceptance of the request to enter the requested negotiation phase." The power receiver must be able to ascertain from the acknowledgement message whether the power transmitter accepts or rejects the request.

Situational rejection or acceptance

56. The Local Chamber was correct in assuming that the realization of feature 20.6.1
It is not necessary for the service sender to be designed in such a way that it can reject negotiation requests depending on the situation. The feature is also fulfilled if the service sender is designed to always send acknowledgment messages to the service receiver indicating acceptance of the request to enter the negotiation phase.
57. The wording of feature 20.6.1, "the acknowledgement being indicative of an accept or rejection of the request to enter the requested negotiation phase," merely requires that the acknowledgement message be "indicative" in the sense that the recipient of the service recognizes whether the sender of the service accepts or rejects the request for a negotiation phase. It does not specify who decides on the content of the acknowledgement message or when.
58. The understanding that the service sender is not necessarily required to reject entry into the negotiation phase is confirmed by the functional interpretation of the feature. Even if the service sender only sends acknowledgments accepting the request to enter the negotiation phase, the acknowledgment message fulfills its purpose of indicating to the service recipient whether the service sender supports the negotiation phase. Backward compatibility and flexibility

The system's flexibility is also ensured by this. According to the description of the patent in suit, the main control and complexity of the operation are retained by the service recipient, as in the prior art (paragraph 136). Therefore, the service provider does not necessarily have to be able to react flexibly to the service recipient's requests to enter the negotiation phase. Rather, the system's flexibility and backward compatibility are achieved by the service recipient being able to send corresponding requests to enter the negotiation phase, which are then accepted by the service provider.
59. There are no significant disadvantages to the confirmation always being indicative of the commencement of the negotiation phase. While Belkin pointed out during the oral proceedings that the service provider cannot react to overheating in this case by refusing to enter a negotiation phase, this is irrelevant, since the service provider can also refuse to increase performance during the negotiation phase.

60. Contrary to Belkin's view, this does not lead to a contradictory understanding of the same terms in features 20.6.1 and 20.8.2, which must be avoided since claim features must always be interpreted in light of the entire claim (EPG-

Court of Appeal, Order of 13 May 2024, UPC_CoA_1/2024, APL_8/2024, para. 29). While it is true that feature 20.8.2 requires a genuine choice between an accepting or rejecting message (see para. 51), this different understanding is already inherent in the different wording of the features. Feature group 20.6 transmits an “acknowledgment” that is “indicative” of acceptance or rejection for entering the requested negotiation phase, whereas feature 20.8.2 “responds with a message accepting or rejecting at least one power transfer operating parameter” (emphasis added). The message in feature 20.8.2 takes place within the framework of a “negotiation phase” (feature 20.8), in which the power transmission operating parameters are to be determined by the power sender in several “negotiation cycles” (feature 20.8.1), which necessarily implies that the power sender has a genuine choice.

61. Contrary to Belkin's view and the corresponding statements in the judgments of the Federal Patent Court and the

The description of the patent in dispute does not provide any information for the Düsseldorf Regional Court.

62. The abstract of the invention describes that the negotiation phase can be optional. This applies not only to older devices but also to devices that are capable of carrying out the negotiation phase (*“The requested negotiation phase may be an optional phase (...)”*).

In some embodiments it may also be optional between negotiation phase capable devices (emphasis by the court, para. 46, line 53). The choice of words “may also” means

It is clear that the devices capable of executing the negotiation phase can also be designed in such a way that they can always request or accept a negotiation phase.

63. The Local Court correctly inferred from the last sentence of paragraph 46 that, in particular, power transmitters may be designed in such a way that they are required to carry out the negotiation phase, according to which, for example, mandatory support by all power transmitters that are compliant with Qi specification versions that include the negotiation phase may be required in order to enable power receivers to enter this phase if requested (*“For example, mandatory support by all power transmitters that are compliant with Qi specification versions that include the negotiation phase may be required in order to enable power receivers to enter this phase if requested”* [emphasis added by the Court]).

64. According to the abstract of the invention, for devices capable of conducting the negotiation phase, optionality of the negotiation phase is possible, as is mandatory support. That mandatory support is to be understood as meaning that entry into the negotiation phase is always accepted, and not merely that the power transmitters are capable of entering the negotiation phase, is evident from the fact that the abstract of the invention only considers negotiation phase-capable devices (paragraph 45, point 48).

65. Given that, according to the summary of the invention (paragraph 46), mandatory support by all power transmitters is possible, it is impossible for a person skilled in the art to interpret the wording in the exemplary embodiments on which Belkin relies as restrictive (in particular paragraphs 170 to 173 and Figure 5). These paragraphs merely describe various possible scenarios in which new and existing devices can react in the system according to the invention with regard to a negotiation phase requested by the power receiver.

66. Belkin's argument that the interpretation of feature 20.6.1, according to which those service providers who always accept the requirement to enter the negotiation phase also fulfill the feature, has the consequence that service providers designed in this way,

that they always respond to the request for a negotiation phase with a negative message, feature 20.6.1 is realized. Means for entering the negotiation phase (feature 20.7) and conducting the negotiation phase (feature group 20.8) will regularly be lacking in these cases, as they would then be useless. If such devices lack means for entering the negotiation phase, they are not patentable.

67. Finally, contrary to the opinion of the Düsseldorf Regional Court, the grant proceedings do not lead to a different conclusion. While it is true that statements made by the applicant during the grant proceedings can be seen as an indication of the skilled person's understanding on the filing date (EPG Court of Appeal, Order of 20 December 2024, UPC_CoA_405/2024, APL_40553/2024, *Alexion v Amgen et al.*, para. 43), Philips' statements during the grant proceedings do not, as the Local Chamber correctly concluded, indicate any other understanding.

68. During the grant proceedings, Philips amended, among other things, the original feature 20.6, which had the following wording: *"the power transmitter (101) is arranged to acknowledge the request to enter the requested negotiation phase by transmitting an acknowledgment to the power receiver."* In a letter dated February 10, 2014, Philips explained to the European Patent Office: *"It is noted that, as clarified in the claims submitted herewith, the Applicant's solution is not merely to confirm receipt of messages; it is made clear that the messages are to accept or reject the requests from the power receiver (respectively the request to enter the negotiation phase and the requests for specific parameter settings)."*

69. As the Local Chamber correctly assumed, this was merely intended to express that the acknowledgment does not simply indicate confirmation of receipt, but also indicates to the recipient of the service whether the request to enter the negotiation phase is accepted or rejected.

70. Belkin's reference to the following passage in the letter also proves unsuccessful: *"Indeed, the specific approach of the Applicant is one where the power receiver is still the initiator but the power transmitter is enabled to also take part in the configuration by accepting or rejecting the requests of the power receiver. In this way, both the power receiver and the power transmitter is provided with control over the decision process, and indeed the power transmitter is capable of not only deciding whether to perform the negotiation phase but also of deciding whether specific operational parameters should be employed or not."* Even if the power transmitter always accepts the request to enter the negotiation phase, entering the negotiation phase depends on its response. As is clear from the letter, it is essential that the power transmitter can decide which power transmission operating parameters are applied. Therefore, Philips' statements in the licensing procedure provide no indication of Belkin's expert-level understanding of feature 20.6.1.

5. Other main claims

71. Claim 1 protects a corresponding method for operating a system comprising a power transmitter and a power receiver, and claim 19 protects a corresponding system. No different assessment results for these claims.

The same applies to patent claims 17 and 18, which relate to a corresponding method for operating a power transmitter and a power receiver respectively, and to patent claim 21, which relates to a corresponding power receiver (hereinafter referred to as "further main claims").

II. Legal validity of the patent in dispute

1. Original disclosure (Art. 138(1)(c) EPC)

72. The Local Chamber correctly held that the subject matter of the patent in suit, with regard to feature 20.6.1, does not extend beyond the content of the original application.

a) Claim 20

indicative

73. As explained in connection with the interpretation of the feature, it is not sufficient for an acknowledgment to be indicated or displayed by a message that primarily has a different content. However, it is sufficient if the acknowledgment indicates whether the request to enter the negotiation phase is accepted or rejected (paragraph 54).

74. For an “indicative” acceptance or rejection, it is sufficient that it can be inferred from the confirmation message that an acceptance or rejection has taken place. According to the patent in suit, an indication can be made by defined bits (see paragraph 35: *“For example, extending the configuration packet transmitted from the power receiver to include newly defined bits indicating requests for specific values or specific operation parameters may in principle be possible ...”*; paragraph 171: *“Thus, in such embodiments, at the end of the configuration phase, the power receiver indicates that it requests to enter the negotiation phase by setting a negotiation bit ...”* (underlining added in each case). Corresponding explanations and thus a corresponding understanding can be found in the original application (Exhibit B.3, p. 6, lines 28 ff.; p. 33, lines 9-11). If the original application, which is identical to the patent in suit in this respect (see paragraph 50 of the patent in suit), states that the confirmation message sent by the power transmitter can be a simple one-bit confirmation and/or part of a message containing other information (Exhibit B3, p. 10, paragraph 1 et seq.: *“ The acknowledgment by the power transmitter may be a simple one-bit acknowledgement... ”*), thus directly and unambiguously discloses an indication within the meaning of the patent in suit. That this acknowledgment not only indicates receipt but also acceptance or rejection of the request to enter the negotiation phase is likewise directly and unambiguously evident from the disclosure of the original application (Exhibit B 3, p. 25, paragraph 31: *“When receiving the negotiation phase request message, the power transmitter 101 proceeds to transmit a positive acknowledgment message...”* and Exhibit B 3, pages 22-26: *“If the power receiver 105 requests the negotiation phase, the power transmitter 101 acknowledges the reception of the request and informs the power receiver 105 of the rejection of the request by sending a reject message.”*

75. Belkin's argument that the original disclosure of the acknowledgment, which consists of only one bit, does not simultaneously disclose an acceptance, let alone a rejection, of the request to enter the negotiation phase is unsuccessful. Such a dual meaning of the bit in question (1 bit information content = ACK+acceptance or ACK+rejection) cannot be inferred by a person skilled in the art from the original disclosure. It is not disclosed that the sender, like the recipient, transmits only one bit which indicates both the acknowledgment of receipt of the request and its acceptance or rejection. Rather, the application teaches that the sender acknowledges receipt of the request and sends an immediate acceptance or rejection – decoupled from this acknowledgment.

76. As can be seen from the passages in the application cited below, the application already reveals two possible responses from the service provider. For example, the provider can confirm receipt by setting a bit and accept the request to enter the

The power transmitter (101) can accept the negotiation phase (*"If the power transmitter (101) supports negotiation, it acknowledges the reception of the request and accepts the request by sending an accept message"*, B3 p. 33, lines 11-13, emphasis added by the court) or, for example, it can acknowledge receipt by not setting the bit and reject acceptance in the same message (*"If the power receiver (105) requests the negotiation phase, but the power transmitter (101) does not support the negotiation phase, the power transmitter (101) acknowledges the reception of the request and informs the power receiver (105) of the rejection of the request by sending a reject message"* (B3 p. 33, lines 22-26, emphasis added by the court).

77. Thus, the acceptance of the request is carried out by the same message (the same bit, for example by setting the value 0), which also confirms receipt, and the rejection is carried out with a different message, which at the same time also confirms receipt (for example by setting the value 1).

Rejection or acceptance

78. Contrary to Belkin's view, it is also directly and unambiguously disclosed that the power transmitter according to the invention can also be designed in such a way that it always sends confirmation messages by which the acceptance of the request to enter the negotiation phase is assumed.
79. This is already evident from the abstract of invention in the application, which contains a paragraph identical to paragraph 46 on page 9, lines 1 to 8. For the reasons given for its interpretation (paragraphs 63 and 64 above), it is already clear from the abstract of the application that optionality on the part of the service provider with regard to the conduct of the negotiation phase is not mandatory.
80. For the above-mentioned reasons relating to the interpretation (paragraphs 62-65), the wording in the exemplary embodiments *"if the power transmitter (101) supports negotiation"* is also not sufficient to justify a narrower understanding by the person skilled in the art.

b) Other main claims

81. No other assessment results with regard to the other main claims.

2. New feature compared to US 2010/0013319 A1 ("US '319", D2)

a) Claim 20

82. The subject matter of claim 20 is not novelty-destroying by US 319 anticipated.

Description of the D2

83. D2 relates to a power transmitter control device, a power transmitter device, a power receiver control device, a power receiver and an electronic apparatus (paragraph 3). The description states that contactless power transmission by means of electromagnetic induction without contact between metal parts is possible and is used, for example, for charging mobile phones and household appliances (paragraph 5).

84. It is known from JP-A-2006-6090 to transmit and receive an authentication code between the service sender and the service receiver in order to identify a foreign object or similar (paragraph 6).
85. According to the description, this technique is not suitable for higher-level data transmission. There is "currently" no method to achieve data communication between a host on the sending side and a host on the receiving side, for example, by effectively utilizing the charging time of an electronic device (paragraph 8).
86. In light of this, US'319 aims to provide a power transmitter control device, a power transmitter device, a power receiver control device, a power receiver and an electronic device that enable suitable data communication between a host on the power transmitter side and a host on the line receiver side.
87. According to a first aspect of the invention, a power transmitter control device is provided, which is included in a power transmitter in a contactless power transmission system. The power transmitter transmits power from the power transmitter to a power receiver by electromagnetic coupling of a primary coil with a secondary coil to deliver the power to a load of the power receiver. The power transmitter control device includes a controller that controls the power transmission control device, a host interface that communicates with a power transmission-side host, and a register section that is accessible from the power transmission-side host via the host interface. The controller switches to a communication mode that performs communication between the power transmitter-side host and a power receiver-side host when the power transmitter writes a communication request command requesting communication between the hosts in the register section. The controller transmits the communication request to the power-receiving device (paragraph 9).

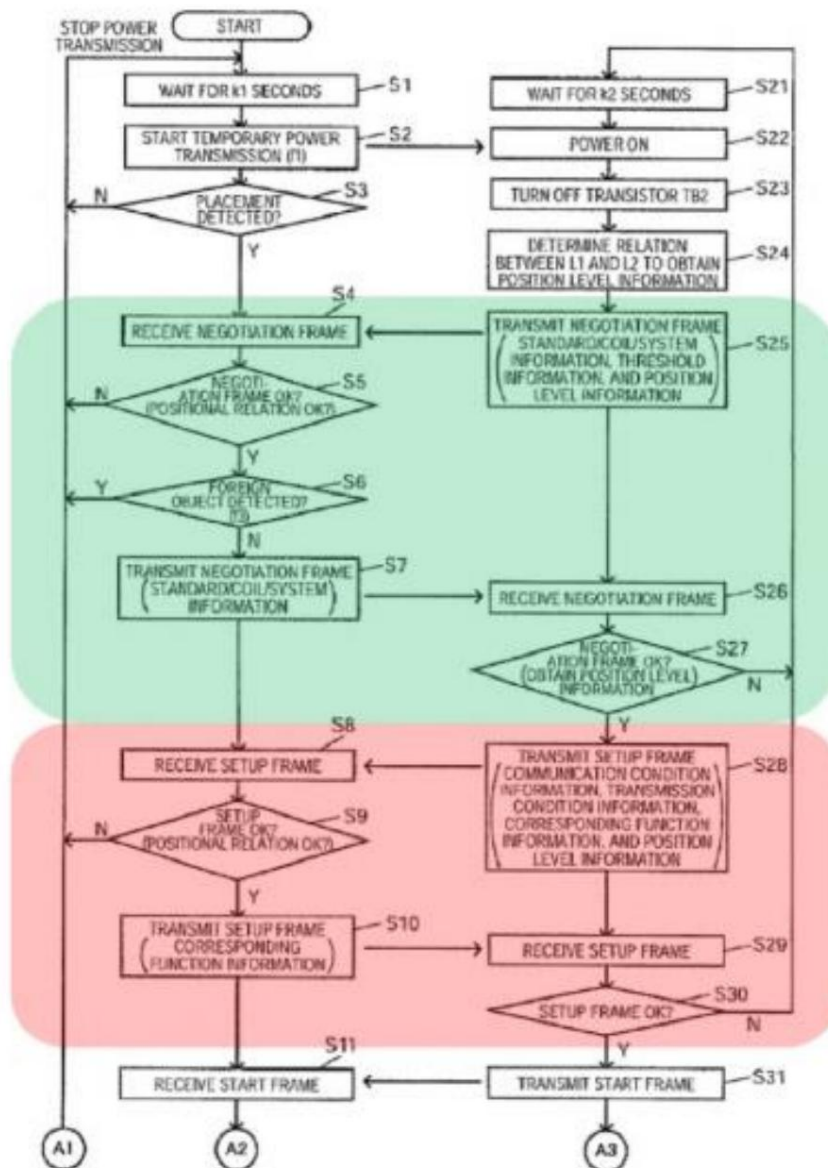
Host above the Host interface

88. The power transfer control device comprises a host interface that communicates with the power-sender host and the register section, which is accessible to the power-sender host through the host interface. When the power-sender writes a communication request command to the register section, the controller switches to communication mode, which performs inter-host communication, and the communication request command is transmitted to the power-receiving device. In this way, as described in US 319, contactless power transfer can be effectively used to perform suitable data communication between the host on the power-receiving side (paragraph 10).

Host above the Host interface

89. After a standby phase in which power transmission is stopped (paragraph 190, first sentence of the paragraph), the power transmitter and receiver enter a negotiation phase. During the negotiation phase, a negotiation process takes place. Among other things, the power transmitter and receiver exchange information about standards/coils/systems to confirm whether the standards/coils/systems of both sides are compatible. During the negotiation process, the power transmitter and receiver mutually confirm whether the information can be transmitted, whether a load condition on the receiver is appropriate (whether a foreign object has been detected), and the like (paragraph 191).

90. Figure 15 of US'319, which is reproduced below with the color highlighting provided by Philips, shows a flowchart that illustrates the processing of the power transmission side in the left column and the processing of the power reception side in the right column (para. 223).



91. As illustrated in Figure 15, when the device is switched on, the power transfer side waits, for example, k_1 seconds (step S1) and then performs a temporary power transfer before commencing normal power transfer (step S2). Power is transferred to detect whether the electronic device is placed on a charger and, if so, whether the device is in a suitable position. A frequency (a frequency for generating an operating clock / "driving clock") is set, for example, to f_1 (para. 224).

92. The temporary power transfer switches on the power receiver side (step S22) (para. 225). Next, the power receiver side determines the positional relationship between the primary and secondary coils L_1 and L_2 in order to

Obtaining position level information as position relationship information (step S24)
(Para. 226).

93. Regardless of the adequacy of the position relationship, the power receiver generates a negotiation frame to transmit to the power transmitter (step S25). Specifically, the negotiation frame is transmitted using load modulation. For example, the negotiation frame contains matching codes of standard information and coil information, as well as hardware information, such as system information (a load state detection threshold), which is stored in register section (53) of the power receiver. Furthermore, the negotiation frame contains the position level information (227) obtained in step S24.
94. The power transmission side receives the negotiation frame (step S4) to verify the frame (step S5). In particular, it determines whether the standard/coil/system information stored in register section (23) of the power transmitter side matches the
The system determines whether the received standard/coil/system information is compatible or not. Furthermore, based on the position relationship information added to the negotiation frame, it determines whether the position relationship between the primary and secondary coils L1 and L2 is sufficient. If so, the power transmission side performs foreign object detection (paragraph 228).
95. In particular, the power transmission side sets the drive frequency to a foreign object detection frequency f_3 in order to carry out primary foreign object detection prior to the start of normal power transmission on the basis of threshold information received from the power receiver side (safety threshold information), thereby determining whether the load condition of the power receiver side is adequate or not (paragraph 229).
96. If in step S5 it is determined that the negotiation frame is unsuitable, or if in step S6 it is determined that a foreign object has been detected, the power transmitter side stops the power transmission and returns to step S1.
97. Otherwise, the power transmitter creates a negotiation frame to transmit the frame to the power receiver (step S7). The negotiation frame contains, for example, the standard information, the coil information, and the system information stored in register section (23) of the power transmitter (paragraph 231).
98. The power receiver receives the negotiation frame (step S26) to verify the frame (step S27). In particular, it determines whether the standard/coil/system information stored in register section (53) of the power receiver is compatible with the standard/coil/system information received from the power transmitter. Furthermore, the suitability of the relative position between the primary and secondary coils L1 and L2 is re-established to obtain position information.

Once the negotiation frame is determined to be suitable, the power receiver creates a setup frame to transmit it to the power transmitter (step S28). The setup frame contains communication condition information, transmission condition information, and relevant functional information, along with the position level information. In this case, the communication condition information might include a communication method, a communication parameter, or similar information, while the transmission condition information might include the primary coil's drive voltage and frequency, or similar information.

and

and

with reference to

one

Furthermore, the relevant functional information can be information that specifies an additional function in each application. If the negotiation framework is unsuitable, the power receiver side returns to step S21 (paragraph 232).

99. When the power transmitter side receives the setup frame (step S29), it is checked. (Step S9). If the setup frame from the power receiving side is suitable, the power transmitting side creates a setup frame to transmit to the power receiving side (Step S10). If the setup frame from the power receiving side is not suitable, the power transmitting side stops the power transmission and returns to Step S1 (Paragraph 233).
100. If the power transmitter has transmitted a setup frame (because the power receiver's setup frame was suitable), the power receiver receives it (step S30). If the received setup frame is suitable, the power receiver creates a start frame to transmit to the power transmitter (step S31). If, however, the setup frame is unsuitable, the power transmitter returns to step S21 (paragraph 234).
101. When the start frame is transmitted, the sending and receiving sides switch to a command branch. In other words, the command determination executed to branch a command into command processing according to different flags (para. 235).
102. Figure 16 is a flowchart illustrating the processing on the power transmission side after the command branch. As shown in Figure 16, in the command branch of step S41, if no other command has priority to process (e.g., a communication request, an interrupt, a power transmission stop, or a charge state acknowledgment flag (=1)), the power transmission side sends a command to start normal power transmission (charging) to the power receiving side (step S42). Next, the power transmission side receives a response command (sent in response to the normal power transmission start command) from the power receiving side. Using the position level data and the received response command, the power transmission side verifies the relative position between the primary and secondary coils L1 and L2 (step S44) and switches the transmission state and communication state to the values for normal power transmission (step S44), i.e., to the transmission state and communication state that were set in the setup processing.

determined As Next, the power transmitter enters periodic authentication (step S45) to start normal power transfer (step S46).

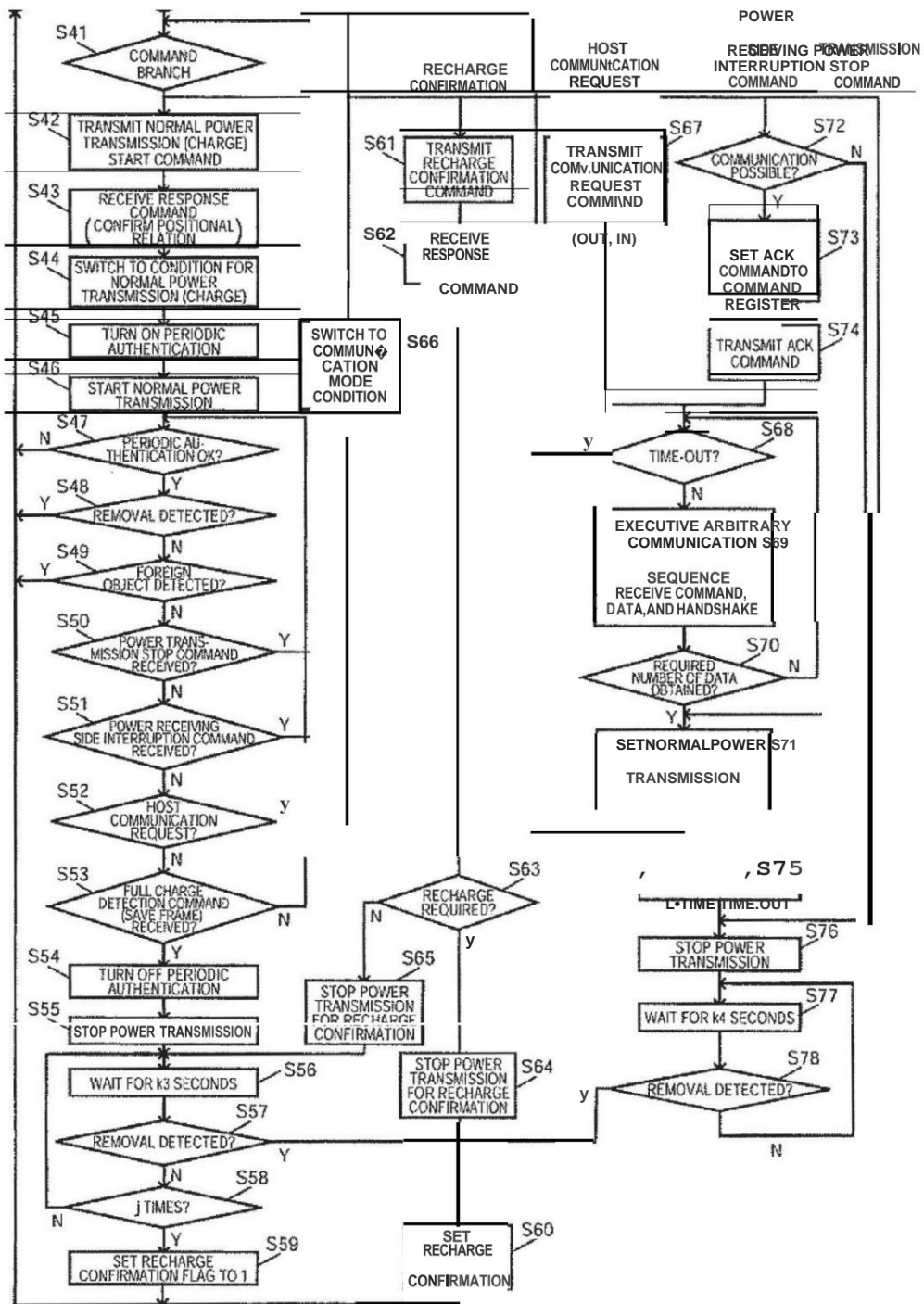


FIG.16

Approval of the new presentation?

103. While Belkin argued in the proceedings before the Court of First Instance (CFI) that feature 20.5 is disclosed by the fact that a setup framework is transferred from the service recipient to the service sender during the setup phase, Belkin argues for the first time on appeal that the repeated iteration of the setup phase is the negotiation phase as provided for in the patent in dispute.

104. Pursuant to Rule 222.2 of the Rules of Procedure, motions, facts, and evidence not presented by a party during the proceedings before the court of first instance may be disregarded by the appellate court. It is unnecessary to decide whether Belkin's submissions constitute such submissions; in any event, the submissions must be admitted in this respect as well. D2 was already the subject of the proceedings before the Local Chamber. It essentially concerns only a different understanding of disclosure references in a prior art document, upon which Belkin had already based its argument in the first instance. Philips had sufficient opportunity to respond to the supplementary submissions. In light of this, it is justified to admit the new submissions.

Disclosure content of D2

105. D2 does indeed reveal features 20.1 to 20.4. However, the revelation of the features is lacking.

May 20th to July 20th.

Disclosure of feature 20.5 – 20.7

106. Belkin's argument that repeating the setup phase reveals a Negotiation phase in accordance with the requirements of features 20.5 to 20.7

107. As set out in the interpretation of claim 20, the means provided in the power transmitter must be designed such that the negotiation phase is carried out only after the mandatory configuration phase, i.e., only after a first set of power transmission parameters for the power receiver and the power transmitter has been selected (feature 20.4.1). The setup phase restarts in D2 if the preceding setup phase was unsuccessful, either because the power receiver does not accept the setup frame from the power transmitter (step S30: "N") or because the power transmitter does not accept the setup frame from the power receiver (step S9: "N"). In both cases, no first set of operating parameters has been selected. By repeating the

In the steps highlighted in green in Figure 15 above, another attempt is made to exchange, for example, system information, thus repeating the configuration phase.

108. The temporary power transmission does not indicate a configuration phase. It is nothing other than the ping phase mentioned in the patent in suit, in which the power transmitter provides a power signal (at least temporarily) to enable the configuration phase (see paragraph 23 of the patent in suit).

109. Accordingly, D2 also does not disclose any means of receiving a request to enter the requested negotiation phase and means of confirmation according to features 20.6, 20.6.1. Since there is no entry into a negotiation phase, no means of entering the negotiation phase are disclosed either (feature 20.7).

110. The initiation of the setup phase (highlighted in red in Figure 15) does not occur after the power sender has received a request to enter the negotiation phase and has accepted it by means of an acknowledgment that is indicative of acceptance of the request.

Rather, the setup phase is initiated after it has been determined that the two devices are compatible with regard to certain basic parameters (e.g., standard information, coil information, and system information), that the positional relationship between the primary and secondary coils L1 and L2 is appropriate, and that no foreign object has been detected.

111. Furthermore, the initiation of the setup phase does not occur based on an acknowledgment by the power sender (feature 20.6), but rather a setup frame is transmitted from the power sender to the power receiver, which then verifies the frame (paras. 233, 234).

b) Other main claims

112. No other assessment results with regard to the other main claims.

3. New feature compared to US 2020/0083012 ("US'012", D6)

a) Claim 20

113. The Local Board correctly held that claim 20 is not anticipated in a novelty-destroying manner by D6.

Description of US'012

114. US'012 describes that in a conventional scheme, docking stations and mobile computer devices are connected via pluggable connectors/sockets (para. 4 sentence 1). Connectors limited the extent to which the shape of a device could be reduced in terms of thickness and/or other dimensions. As devices became ever smaller, it became increasingly difficult to accommodate the size limitations of the connectors (para. 5).

115. US'012 therefore proposes a computer system or devices that are part of the computer system in which at least two devices inductively exchange power and data. One device is capable of inductively transmitting a power signal to a second device and receiving feedback from the second device to regulate the power signal (paragraph 27).

116. A system or subsystem is described that contains two coils, one on each device. The two coils (302, 304) can be used to transfer power and/or data into a signal (301) that is exchanged between the two devices. Furthermore, the power or data transfer can be bidirectional (para. 49). One embodiment can be implemented, for example, between a dock (power supply device) and an MCD (power receiving device) (para. 109). The inductive power transfer is based on pulse-width modulation (PWM) of the power signal.

(Paragraph 138).

117. As soon as the power-receiving device is supplied with power, it sends packets over the inductive communication link (e.g., three packets) until an acknowledgment is received (step 1120). In step 1120, the power-supplying device acknowledges the other device, and the power-receiving device processes the acknowledgment (paragraph 110).

118. In Step 1130 transmitted the Power receiving device inductive Authentication information is sent to the power supply device. Step 1132 specifies that the power supply device sends back the corresponding authentication information (paragraph 111).

119. In step 1140, the power receiving device transmits the information ("*enumeration information*") via the inductive connection. This "*enumeration information*" can be used to identify hardware, firmware, or software. The information can be used to determine whether there are compatibility problems between the two.

The “*enumeration information*” can also enable one or both devices to identify the other device by type. This information can be used to enable the devices to select the power level or operation, functionality, communication protocol, or other aspects for communication or power transfer between the two devices (paragraph 112).

120. In step 1150, the power supply device transmits information about its voltage-
/Power usage. In one implementation, the power receiving device uses a timer interrupt to repeatedly check the power and status parameters at short intervals (e.g., 2.2 ms) and then transmits this information to the power supply device via the inductive link. These measurements provide the power (or voltage, current) Calculations performed by the power supply unit in regulating the control of the receiving device. Accordingly, in step 1152, the power supply unit receives the information and regulates its power output based on the determination of the power demand or power levels of the power receiving device. The information exchange forms a feedback loop that allows the power-receiving device to signal power via the inductive link as part of a process controlled based on the information supplied by the power-receiving device. In one embodiment, the information is transmitted via the inductive link. In another embodiment, the information is transmitted via other communication media, such as an RF communication medium (paragraph 113).

121. Figure 12 is a state diagram of the operating state of a power supply device (e.g. one Docking station of ~~for an MCD~~ ~~for an MCD~~). The power supply device can operate in four or more modes based on four or more states. The four states include (i) power level, (ii) whether the power-receiving device is present, (iii) whether the power-receiving device is authenticated, and (iv) whether the enumeration between the two devices is complete.

The modes of the power supply device correspond to the power-on initialization mode (1210), the standby mode (1220), the authentication mode (1230), the enumeration mode (1240) and the operating mode (1250) (para. 115).

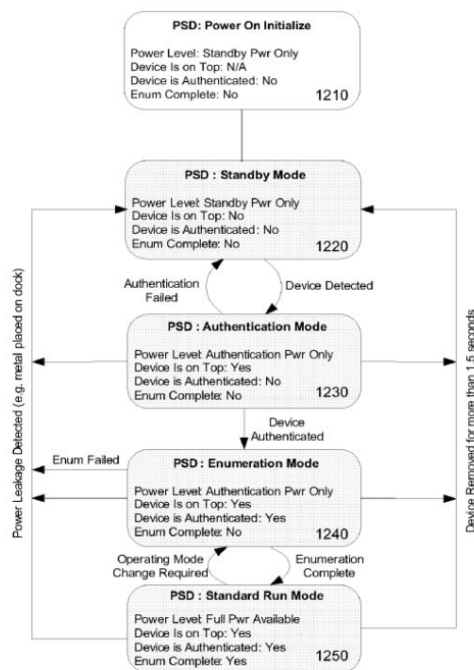


FIG. 12

122. In enumeration mode (1240), the power supply device has the following state: (i) power level for authentication mode, (ii) (iii) Power receiving device present, (iii) Power receiving device authenticated and (iv) Power receiver NOT enumerated. Enumeration mode may fail, indicating a power supply leak. Otherwise, enumeration mode completes and the device enters standby operating mode (1250). Enumeration mode can change or set the operating mode (120). In operating mode, the power supply device has the following states: (i) power level set by enumeration or protocol (full power available), (ii) power receiver present, (iii) power receiver authenticated, and (iv) power receiver numbered (paragraph 117).

Disclosure of Feature 20.1

123. Features 20.1 and 20.2 are thus directly and unambiguously disclosed.

Disclosure of Feature 20.3

124. It is not immediately and unambiguously disclosed that the power transmitter includes means for receiving a signal strength packet from the power receiver to initiate a mandatory configuration phase.

125. Belkin refers in this respect to paragraph 110, which reads as follows (translation): "In step 1110, the power supply unit checks at regular intervals whether the power receiving unit is inductively coupled. For example, the power supply unit checks whether an inductively induced charge has been triggered at its coil. The check by the power supply unit is repeated repeatedly at short time intervals (e.g., 400 ms), whereby a fraction (e.g., 25%) of the values obtained in a small interval (e.g., 20

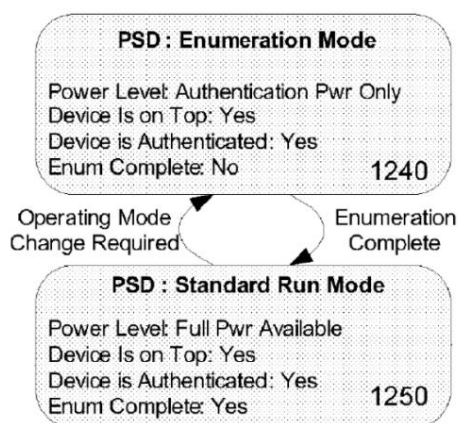
The PWM is set to ms. In step 1112, the power receiver is placed on or near the power supply, and the power receiver triggers an inductive signal at the power supply. Once the power receiver is supplied with power, it sends packets over the inductive communication link (e.g., three packets) until an acknowledgment is received (step 1120).

126. It is true that the power supply unit checks whether the power receiving unit is inductively coupled. However, this does not immediately and unambiguously imply that a signal strength packet is being received from the power transmitter, since paragraph 110 does not address the content of the packets.

Disclosure of characteristics 20.5. to 20.7.

127. Features 20.5 to 20.7 are also not disclosed.

128. Belkin argues that the person skilled in the art recognizes that the "enumeration information" exchanged during the first execution of the enumeration mode to set the "standard run mode" as power transmission operating parameters (this being the configuration phase) differs functionally and temporally from the power transmission operating parameters ("enumeration information") that are exchanged when the enumeration mode is executed again to change the "standard run mode" (illustrated again by partial reproduction of Figure 12) (this being the negotiation phase).



129. Belkin submits that when the "enumeration information" is first exchanged to set the "standard run mode", an initial set of power transmission operating parameters is selected. The person skilled in the art recognizes that the "enumeration information" exchanged as power transmission operating parameters when the enumeration mode is first executed to set the "standard run mode" differs functionally and temporally from the power transmission operating parameters that are exchanged when the enumeration mode is subsequently executed to change the "standard run mode".

would be exchanged. During the initial exchange of the "enumeration information" for setting the "standard run mode", an initial set of power transmission operating parameters is selected.

130. The Local Chamber was correct in assuming that D6 does not disclose that the renewed implementation of the enumeration procedure is based on a requirement to enter into this

The phase is initiated by the power receiving device and requires acceptance by the power supply device. How the return to enumeration mode is technically achieved and which device initiates it cannot be determined from D6, in particular from the information in Figure 12, "Operation Mode Change Required," and the statement in paragraph 117, "The enumeration mode 1240 may alter or set the operating mode 1250."

131. Belkin's argument that confirmation within the meaning of features 20.6 and 20.6.1 is to be seen in the fact that the power receiving device transmits enumeration information to the power supply device, and acceptance in the fact that the power supply device responds to this by transmitting enumeration information, is unsuccessful.

Belkin overlooks the fact that the confirmation of the request to enter a negotiation phase, which is indicative of acceptance, cannot be equated with the exchange of performance transfer parameters. Rather, according to feature 20.7, the exchange of performance transfer parameters in the negotiation phase should only occur as a reaction to receiving the request to enter the requested phase.

Negotiation phase.

132. D6 also does not require a corresponding confirmation indicative of acceptance of the request, because the "enumeration information" is exchanged in the same way as in the first exchange, so that for the renewed exchange it is not necessary to send a request and an acceptance concerning this renewed exchange of information.

Disclosure of feature group 20.8.2

133. Furthermore, D6 does not directly and unambiguously show that the power transmitter receives a message from the power receiver specifying at least one of the line-transit operating parameters, and that the power transmitter responds with a message accepting that at least one power-transit operating parameter. While paragraph 112 describes how the information transmitted by both parties can be used to enable the devices to select (paragraph 112) or subsequently change (paragraph 117) the power level or operation, functionality, communication protocol, or other aspects of communication or power transfer between the two devices, the specific details of how this is achieved are not disclosed.

134. This applies in particular to paragraph 119, which Belkin relies on and which reads as follows: *"In some embodiments, the inductive signal transfer protocol between the dock (or other power supply device) and MCD (are power receiving device) follows a "ping pong" response. The packets may not be the same size and may be sent over different modulation schemes. Each round-trip (e.g., MCD initiates and dock responses) may (i) enable regulation of the power transfer signal to the MCD; and (ii) enable peripheral communication between the two devices."* It is not immediately and unambiguously clear from D6 that this description refers to the "enumeration mode" regards.

135. Contrary to Belkin's view, paragraph 120 of D6 does not clarify that the acknowledgment can be either an ACK or a NACK message, depending on which bit is set. Paragraph 120 indicates that in one embodiment, the signal transmission protocol provides that the dock communication is 2 bytes long and uses FSK110/125 kHz (to denote the values "1" and "2").

"0")." Thus, paragraph 120 reveals a 2-byte message where each bit can be either a 1 or a 0. An acceptance or rejection is therefore not directly and unambiguously revealed.

b) Further independent patent claims

136. No other assessment results with regard to the further independent patent claims.

4. Lack of inventive step with regard to the Qi standard in its version 1.0 (D4)

137. The Local Chamber correctly concluded that, based on the Qi standard in version 1.0, there was no reason for the expert to improve the known system by adding a second communication layer for improved devices while maintaining backward compatibility. This is rightly not contested by Belkin.

5. Lack of inventive step with regard to US 319(D2)

a) Admissibility of the submission?

138. For the first time on appeal, Belkin raised the argument of a lack of inventive step with regard to the communication mode in D2. Belkin did not explain why this argument was not raised in the first instance. Given that D2 was already the subject of the novelty examination in the first instance proceedings and that Philips had sufficient opportunity to comment on this, the Court of Appeal admits the argument.

b) Lack of inventive step with regard to claim 20

139. The new submissions fail to establish a lack of inventive step. With regard to the communication mode, D2 lacks, in any event, the direct and unambiguous disclosure of features 20.4.1, 20.8 and 20.8.2. It is not apparent what reason a person skilled in the art would have to supplement D2's communication mode with these features.

Description of the D2 communication mode

140. As already explained in the context of the novelty, D2 aims to provide a power transmitter control device, a power receiver control device, a power receiver and an electronic device that enables suitable data communication between a host on the power transmitter side and a host on the power receiver side (paragraph 8).

141. As shown in Fig. 2, the provision of the host interface I/F27 on the power transmission side and the host interface I/F57 on the power reception side in this embodiment enables communication between host 2 on the power transmission side and host 4 on the power reception side. In other words, while the conventional contactless power transfer system can only transmit ID authentication information, the embodiment shown in Figure 2 can transmit application data or the like between a power- or energy-transmitting device, such as the charger, and an energy-receiving device, such as a mobile phone, using contactless power transfer. This enables data communication between the devices while effectively utilizing charging time or the like, thereby significantly improving usability (paragraph 99).

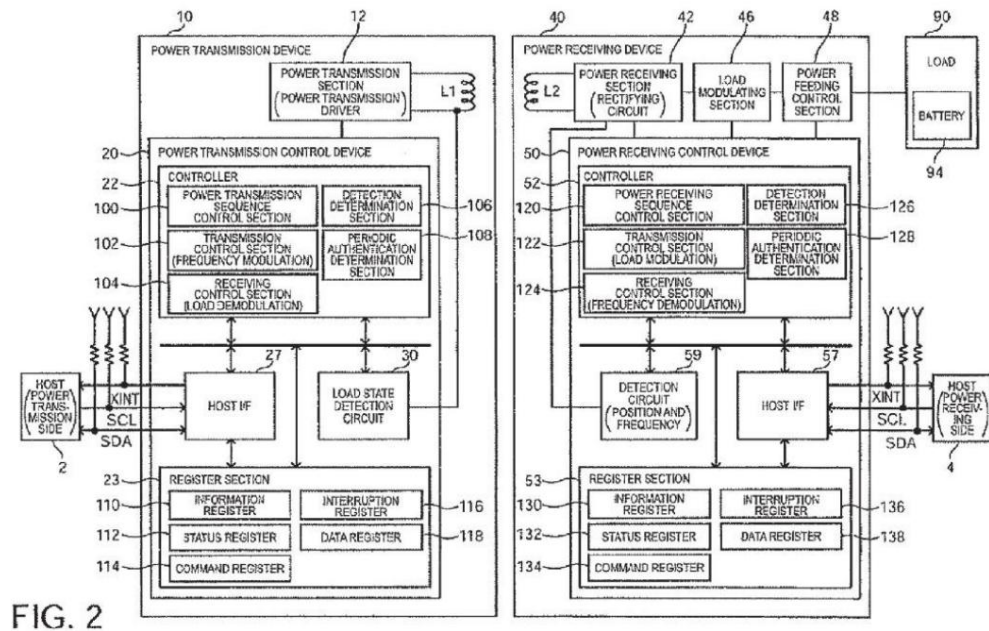


FIG. 2

142. Referring to Figure 16, it is stated: If, for example, in step S52 it is determined that a communication request has been made by Host 2 on the power transmission side, a command branch execution is performed in step S41 to branch into the communication mode processing by the host request. In the communication mode by the host request, the power transmission side transmits an OUT transmit command or an IN transmit command as a communication request command issued by Host 2 to the power receiving side (step S67).

The power transmission side then waits for a response from the power reception side and determines whether a timeout has occurred (step S68). If a timeout occurs, the process returns to step S41; otherwise, the power transmission side executes an arbitrary communication sequence based on an agreement between hosts 2 and 4 (step S69). Specifically, the transmission and reception of commands, data, and handshakes are performed. Next, it is determined whether the required amount of data has been received (step S70). If so, the power transmission side sets the command to start normal power transmission (the load start command) in command register 114 (step S71) and returns to step S41. This allows the system to return from communication mode to normal power transmission mode (load mode) (paragraph 245).

143. When step S51 detects that an interrupt instruction (an INT instruction) has been received from the power receive side, the instruction branch of step S41 branches into the interrupt instruction communication mode processing. In interrupt instruction communication mode from the power receive side, it is first determined whether communication is possible in the current state (step S74), and if not, the operation proceeds to step S71. If communication is determined to be possible, the power transmit side places an ACK instruction in instruction register 114 to transmit it to the power receive side (steps S73 and S74) and switches to the communication mode processing of steps S68 to S70 (paragraph 246).

Disclosure of features 20.4.1 and 20.8

144. Thus, features 20.4.1 and 20.8 are not directly and unambiguously disclosed in communication mode. Belkin's argument that the communication parameters exchanged in communication mode are power transmission operating parameters is unsuccessful. Rather, application data (paragraph 99) is exchanged in communication mode. It is acknowledged that, according to the patent in suit, suitable communication parameters or protocols can be exchanged during the negotiation phase between the power receiver and the power sender (paragraph 134, line 37).

However, it cannot be directly and unambiguously inferred from D2 that the user data exchanged between the two hosts concerns such communication parameters between the service receiver and the service sender. This cannot be inferred from the reception of commands, data, and handshakes mentioned in paragraph 245 either.

145. That the communication mode of the D2 is not aimed at exchanging the power operating parameters is also shown in an embodiment in which the control of the power receiver side receives the communication request after the completion of authentication and establishment of compatibility (paras. 103, 104).

Disclosure of Feature 20.8.2

146. Nor is it apparent that the power transmitter is designed in such a way as to respond to the transmission of the data with a rejecting or an accepting message. The ACK command merely confirms that the data has been received (*"With the ACK command, the power receiving-side host 4 can confirm that the power transmission-side host 2 has appropriately received the data"*, paragraph 142).

No suggestions for the patented solution

147. Nor are there any suggestions for improving the power transmission system while maintaining backward compatibility by adding a second communication level for improved devices.

c) Inventive step with regard to further main claims

148. No other assessment results with regard to the other main claims.

6. Lack of inventive step with regard to US 7,671,559 ("US'559", D7)

a) Admissibility of the submission?

149. The Local Chamber did not admit the presentation on US'559, citing Rule 263.2 of the Rules of Procedure. It is unnecessary to decide whether the application of Rule 263.2 of the Rules of Procedure is flawed. In any case, the appeal is unsuccessful because the Local Chamber would not have reached a different conclusion had it admitted the argument.

b) Lack of inventive step with regard to patent claim 20?

Subject of US 7,671,559 ("US'559", D7)

150. According to the D7 description, while electronic mobile devices have become smaller and wireless, their power consumption has not decreased. On the contrary, in some cases, the power consumption of mobile wireless devices equipped with new functions has increased.

even increased. The trend towards greater mobility and performance has increased the need for longer-lasting rechargeable batteries (column 1, lines 11-18).

151. D7 identifies a need for a device or method that reduces the time during which wireless devices must be taken out of service because their batteries need to be recharged. Furthermore, a device or method that accelerates the charging process for the wide variety and number of batteries in the multitude of wireless devices is desirable (column 1, line 64 - column 2, line 2).

152. The various embodiments of D7 relate to a method and system for charging wireless electronic devices (column 2, lines 6-8).

153. For example, a rechargeable battery may be designed to negotiate an agreed range of performance parameters with the coupled electronic device, within which power is transferred to the device and power is delivered within that agreed range of performance parameters. In another embodiment, a

The rechargeable battery must be designed in such a way that it negotiates an agreed range of performance parameters with the coupled charger, in which power is accepted from the charger and that it accepts power in the agreed range of performance parameters (column 2, lines 28-38).

154. According to one embodiment, the battery may also have an internal switch that is activated only when an electronic device is detected in its vicinity. Without activation of the internal switch, no active current flows into or out of the battery core.

According to one embodiment, an exemplary internal switch is activated only in the presence of a magnetic field with predetermined properties. In one embodiment, an electronic device suitable for coupling with the example battery may contain a magnetic component that emits magnetic fluxes of the correct strength and orientation. When an electronic device with the correct magnetic signature is brought near an example battery, the internal switch closes, and current can flow into or out of the battery. If either the strength or the orientation of the magnetic flux is incorrect, the internal switch remains inactive (column 3, lines 13-28).

155. In an alternative embodiment, the electronic device can initiate the handshake process, with the battery waiting for the handshake signal to be sent. In both cases, the receiving entity (the handshake signal) – whether a battery or a device – can send an acknowledgment in response to receiving a request to negotiate. In this embodiment, the negotiation process can proceed only if an acknowledgment is sent and received at step 710 (see Fig. 7). If no acknowledgment is sent and received at step 710, the battery and the electronic device can disconnect from each other at step 725. If an acknowledgment of the handshake is received, the negotiation process can proceed, with the battery and the electronic device negotiating to find a common range of acceptable performance parameters with which to operate (step 715) (column 24, line 58 – column 25, line 5).

156. If the negotiations in step 720 result in an agreed set of performance parameters, the battery and the device can establish a high-voltage connection with the agreed parameters in step 730. If the device is a power-consuming device, the battery can establish a high-voltage connection with the agreed parameters (step 730). If the device is a power-consuming device, the battery can begin supplying power, and the device can begin drawing power with the agreed parameters.

If an electronic device is connected to a power-supplying device (e.g., a battery charger), the battery can begin to accept power from the charger, and the charger can begin to supply power to the battery with the agreed-upon parameters. If no agreement is reached on the power parameters, the battery and the device can be disconnected from each other in step 725, thus preventing further power transfers between the battery core and the charger (column 27, lines 5-19).

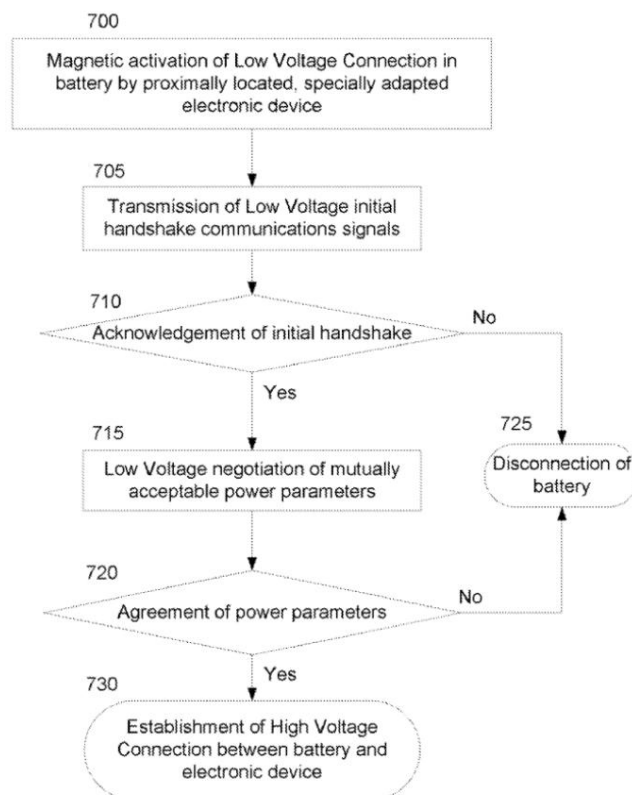


Figure 7

Disclosure of feature group 20.4

157. D7 does not, in any case, disclose feature group 20.4 directly and unambiguously. The negotiation phase is not preceded by a mandatory configuration phase. Rather, the negotiation phase alone leads to the selection of the negotiation parameters.

Being nearby

158. There is also no suggestion in D7 that would encourage the professional to combine it with a mandatory configuration phase.

c) Other main claims

159. No different assessment results with regard to the other main claims.

B. Appeals by Belkin and Philips concerning the injury claim

160. Belkin's appeal is successful only with regard to the conviction of the defendant managing directors. Philips' appeal is successful insofar as it challenges the rejection of the applications for recall, removal from distribution channels and destruction.

I. Binding effect of the grounds for the decision of the Düsseldorf Regional Court

161. Belkin's appeal is unsuccessful in arguing that a conviction of all defendants is already precluded by the recognition of the final judgment of the Düsseldorf Regional Court pursuant to Article 36 of the Brussels I Regulation. That judgment dismissed Philips' infringement action against Belkin GmbH and Belkin Limited concerning the German part of the patent in dispute.

Subjective legal force

162. As the Local Chamber correctly stated, the recognition does not cover the Belkin International Inc., as it is not involved in the proceedings before the Düsseldorf Regional Court was.
163. Pursuant to Article 36(1) of the Brussels I Regulation, judgments given in one Member State are recognized in the other Member States. Mutual trust in the judiciary within the Union justifies automatic recognition without the need for a specific procedure (see CJEU, Judgment of 8 June 2023, C-567/21, ECLI:EU:2023:452 – *BNP Paribas SA/TR*, paragraph 45).
164. Recognition is intended to “give decisions the effects they have in the State in whose territory they were made” (ECJ *BNP Paribas SA/TR*, para. 47, referring to the report by P. Jenard on the Brussels Convention, OJ 1979, C 59, p. 44). Belkin's reliance on the earlier judgment of the European Court of Justice in *Gothaer Allgemeine Versicherung* (judgment of 15 September 2019) to support its opposing view is unsuccessful. November 2012, C-456/11, para. 40). This is because that case concerned a decision rendered under common EU rules of jurisdiction. Such decisions are subject to specific rules (ECJ, *Gothaer Allgemeine Versicherung*, para. 42).

165. German law is therefore decisive for the legal effect of the judgment. According to Section 325 Paragraph 1 of the German Code of Civil Procedure (ZPO), a legally binding judgment is generally effective for and against the parties. The conditions under which the legal effect would exceptionally extend to third parties are not met here.

Objective legal force

166. The Local Court held that Article 36 of the Brussels I Regulation did not preclude a conviction of Belkin GmbH and Belkin Limited, since actions of these companies within the territory of the Federal Republic of Germany were not the subject of the action before the Düsseldorf Regional Court. The final judgment concerned only actions within the territory of the Federal Republic of Germany. The Local Court applied Article 36 of the Brussels I Regulation with regard to the defendant managing directors only to actions relating to the territory of the Federal Republic of Germany and dismissed the action only to that extent.
167. Belkin's objection to this is unsuccessful. Contrary to Belkin's view, the binding effect of the judgment covers only the operative part and not the grounds supporting the operative part, and thus not the patent interpretation.

168. According to the applicable German civil procedure law (see paragraphs 164-165), the finality of the judgment of the Düsseldorf Regional Court does not extend to the interpretation of the patent. According to § According to Section 322 Paragraph 1 of the German Code of Civil Procedure (ZPO), judgments are only capable of becoming *res judicata* insofar as they decide on the claim raised by the action or counterclaim. *Res judicata* is thus limited to the direct subject matter of the dispute, that is, to the legal consequence that, based on a specific set of facts, forms the subject of the decision at the conclusion of the oral proceedings. The determination of the preliminary legal relationships underlying the decision or other preliminary issues from which the judge draws the conclusion regarding the existence or non-existence of the legal consequence claimed by the plaintiff does not become *res judicata* (Federal Court of Justice (BGH), Judgment of April 10, 2019, VIII ZR 12/18, NJW 2019, 2308, para. 30 with further references).

169. Even if one were to follow Belkin's view and thus the grounds for the Regional Court's judgment were subject to its *res judicata* effect, this would not lead to a different result here. At least until the entry into force of the EPC Convention, a European patent was subject to the national law of each of the Contracting States for which it was granted, as is clear from Articles 2(2) and 64(1) EPC. Consequently, as is clear from Article 64(3) EPC, any action for infringement of a European patent had to be examined on the basis of the relevant national law applicable in each of the States for which the patent was granted and is valid (see ECJ, Judgment of 13 July 2006, C-539/03, ECR 2006, I-6535, *Roche Nederland*).

See, among others, paragraphs 29 and 30; Judgment of 12 July 2012, C-616/10, ECLI:EU:C:2012:445, *Solvay/Honeywell* (See, among others, paragraph 26). If the decisions of the national courts do not concern the same national parts of the patent, they do not relate to the same legal and factual situation (see ECJ, *Roche Nederland*, paragraphs 27 and 31; *Solvay/Honeywell et al.*, paragraph 25). The assessment of the factual and legal situation by the court first seized of the matter therefore has no bearing whatsoever on the assessment of the different factual and legal situation by the court last seized of the matter.

170. Article 34 of the Unified Patent Court Convention (UPC) does not lead to a different conclusion. According to this article, the decisions of the Unified Patent Court in the case of a European patent are binding on the territory of those Contracting Member States for which the European patent is effective. Belkin's argument that the interplay between Article 34 UPC and Article 36 of the Brussels I Regulation necessarily implies that if an interpretation is binding on one Member State, that interpretation must be applied to all Contracting States in which the patent in dispute is in force is unsuccessful. Article 34 UPC concerns only the territorial scope of decisions of the Unified Patent Court and has no effect on the binding effect of a decision of a national court of a Contracting Member State. In particular, it cannot be inferred from Article 34 UPC that if the Unified Patent Court is bound by a decision of a national court, the binding effect also extends to other Contracting Member States. Article 34 UPC merely implies that injunctions issued by the Unified Patent Court are generally binding on all Contracting Member States. However, this is not without limitations. In special circumstances, such as in the case of a territorial limitation of the claim (Court of Appeal, 3 March 2025, UPC_CoA_523/2024, APL_51115/2024, *Sumi v. Syngenta*, para. 103), the territorial scope of the decision is limited. The same applies if -

as in this case - the legal force of a decision of a court of a contracting member state precludes a decision of the Unified Patent Court for the territory of that contracting member state.

In this case, the spatial scope of a

The prohibition order of the Unified Patent Court shall not extend to the territory of this Contracting Member State. However, this does not mean that a prohibition order is also excluded for other contracting member states.

II. Infringement of patent claim 20

171. Contrary to Belkin's view, the contested embodiments of Patent claim 20 Use.

172. The parties do not dispute that features 20.1 to 20.5 and 20.7 to 20.8 are fulfilled. Contrary to Belkin's view, features 20.6 and 20.6.1 are also fulfilled.

173. The current Qi standard, which is met by the attacked embodiments, specifies in Section 5.1.2.3 stipulates that upon receiving a configuration packet from the recipient with a value of 1 in the "Neg" field, the service provider sends an acknowledgment message and then enters the negotiation phase. This transmits an accepting confirmation message as defined in feature group 20.6. As explained above, it is not necessary for rejection messages to also be sent. Rather, it is sufficient that the recipient recognizes the acknowledgment message as an acknowledgment message.

174. The fact that the acknowledgment message is recognized by the benefit recipients as the message accepting the request in accordance with the current Qi standard is evident from the fact that they begin the negotiation phase after receiving it.

III. Final ruling pursuant to Article 63 EPGÜ

175. The Local Court was correct in ordering the defendant companies to cease their patent-infringing activities. Belkin successfully challenges the injunction against the defendant directors.

1. General Principles

176. If patent infringement is established, the court may, pursuant to Article 63(1) of the UPC Convention, issue an order against the infringer prohibiting the continuation of the infringement. The court may also issue an order against intermediaries whose services are used by a third party for the purpose of infringing a patent.

a) Passive standing/ injury status of the directly acting party (principal offender)

177. Article 63(1) of the EPG Convention does not define who is an infringer within the meaning of this rule. Since a European patent, such as the one at issue here, grants its proprietor the right, pursuant to Article 25 EPG Convention, to prohibit third parties from carrying out the acts of use specified therein, the "infringer" within the meaning of Article 63(1) EPG Convention is in any case the principal offender, i.e., the one who carries out these acts of use himself.

178. In accordance with Article 63 of the EPGÜ, the court may issue an order against such a principal offender without requiring that the principal offender be aware of the patent infringement or be at fault.

179. Article 63 of the EPGÜ in conjunction with Article 25 EPGÜ aims to provide the patent holder with a legal instrument that enables him to prohibit and thus immediately terminate any use of the invention by a third party without his consent. Only a third party who directly or indirectly controls the act of use is actually in a position to terminate the use and thus comply with the prohibition (cf.

Trademark law, Article 9(3) of Regulation 2017/1001: ECJ, Judgment of 2 April 2020, C-567/17, ECLI:EU:C:2020:267, *Coty Germany GmbH vs Amazon* Rn. 38-39).

b) *Passive standing/status of accomplices, instigators and accessories*

180. "Infringer" within the meaning of Article 63 EPGÜ in conjunction with Article 25 EPGÜ also includes anyone who does not personally carry out the acts mentioned in Article 25 EPGÜ, but who is subject to the acts of the principal offender. To be held accountable because he is an instigator, accomplice, or accessory. This results from the autonomous interpretation of the norms, taking into account their purpose (cf. regarding the rules of interpretation applicable to the UPC Convention as an international treaty: Art. 31 VCRK; UPC Court of Appeal, Order of 2 June 2025, UPC_CoA_156/2025, APL_8790/2025, para. 23, XSYS/ESKO).
181. According to Article 63(1), first sentence, of the EPGÜ, the final injunction may be issued against the "infringer". The wording of the provision does not only apply to those who use the patented invention in accordance with Articles 25 and 26 of the EPGÜ. It thus differs, for example, from Section 139(1), sentence 1 of the German Patent Act, which expressly provides that anyone who uses a patented invention contrary to Sections 9 to 13 of the Patent Act can be sued for an injunction by the injured party if there is a risk of repetition. _____
182. This interpretation of Article 63(1) and Article 25 of the UPC Agreement is also supported by the purpose of the provisions. The effective enforcement of patent rights requires that the order be issued in accordance with Article 63 EPGÜ can be issued against anyone to whom the acts of use are attributable in accordance with Articles 25 EPGÜ and 26 EPGÜ.
183. Article 63 of the EPGÜ thus permits a final injunction against the person who commissioned the acts of use (see ECJ, Judgment of 3 March 2016, C 179/15, *Daimler v Együd Garage Gépjárműjavító és Értékesítő Kft*, para. 34). The same applies to the person who instigated the infringer to commit the acts of use.
184. It is also possible to issue an injunction against an accomplice. Joint perpetration requires that the perpetrators of the unlawful act cooperate in a division of labor based on a common plan.
185. An autonomous interpretation of Article 63 of the EPGÜ also establishes the liability of the assistant. An accomplice is someone who supports the third party's acts of use, even though they were aware of the patent infringement. Knowledge of the patent infringement requires not only that the accomplice knows the circumstances giving rise to the infringement, but also, in addition, awareness of the illegality.
186. Such liability of a person who aids and abets the infringement is recognized in many contracting member states. Had the legislator intended to waive such liability, a clarification would have been appropriate.
187. Nor can it be assumed that clarification was omitted because the liability of co-perpetrators, instigators, and accomplices is governed by the respective national law. Only where gaps exist and no conclusive regulation has been established can recourse be had to national law pursuant to Article 24(1)(e) of the UPC. The UPC contains a unified civil law system in Articles 25, 63, and 64, which are relevant here.

Since the term "infringer" is to be understood in a broad sense, there is no unintended regulatory gap in this respect.

188. The fact that Article 63(1), first sentence, of the EPGÜ permits recourse against the intermediary does not preclude the possibility of recourse against the intermediary. It cannot be concluded that the liability of the assistant is excluded under Article 63(1), first sentence. Since an intermediary is liable even if they lack awareness of the existence of a patent infringement, a person who fulfills the requirements of an assistant and is therefore necessarily aware of the patent infringement must all the more be liable.

c) Passive standing/infringer status of the managing directors

189. According to the principles set out above, pursuant to Article 63 EPGÜ in conjunction with Article 25 EPGÜ, a managing director may also be liable as an instigator, co-perpetrator or accomplice for patent infringement. Neither Article 63 of the EPGÜ nor Article 25 of the EPGÜ suggests that the liability of the managing director is limited or excluded.

190. However, it should be noted that the mere position of managing director does not make the managing director an accomplice or accessory to patent infringement. In particular, a managing director cannot be held liable as an accomplice or accessory if he has no control whatsoever over the actions.

191. Company law does not preclude holding a managing director liable as a co-perpetrator or accomplice. The purpose of a limited liability company is to limit the personal liability of its shareholders. If the managing directors are also shareholders, their liability for the company's debts is limited. This limitation of liability arises from their status as shareholders, not from their position as managing directors. The managing director as such does not require a limitation of liability for claims against the company.

192. Insofar as no strict liability is established, such a claim against the managing director also does not violate the principle of proportionality (see ECJ, Judgment of 30 April 2025, C-278/24, para. 70).

193. The principles of legal certainty also do not preclude holding the managing director liable as a co-perpetrator or accomplice.

194. In many legal systems of the Contracting Member States, it is possible to bring an action against the managing director for injunctive relief and damages (see, e.g., BGH, GRUR 2016, 257 – *Glasfasern II*; Cour de Cassation, decision of 20 May 2003, No. 99-17.092; Hoge Raad, judgment of 15 February 2002, ECLI:NL:HR:2002:AD6095; NJ2002/464, *Jack Daniels*, para. 6.3; OGH, judgment of 11 September 1979 – 4 Ob 377/79, ÖBI 1980, 18 [Annex BP20]). Against this background, there is no legitimate expectation that a claim against the managing director under Article

If the protection is excluded under Article 63 EPGÜ or Article 68 EPGÜ, it is not worthy of protection.

195. The liability of the managing director depends on whether the actions can be attributed to him as an instigator, co-perpetrator, or accessory under Article 25 of the EPGÜ. As explained above, the mere position of managing director is not sufficient for this.

196. Contrary to Philips' view, liability does not arise from the managing director's legal ability to control the risk to absolutely protected rights of third parties.

Since national law is not applicable, Philips' reliance on the relevant case law of the Tenth Civil Senate of the Federal Court of Justice (BGH, GRUR 2016, 257 – *Glass Fibers II*) is unsuccessful. While it is true that a company that manufactures or imports technical products into the domestic market must, before commencing this activity, examine whether its products or processes fall within the scope of patent protection, this duty of care rests with the company's legal entity, in this case, the GmbH (limited liability company).

However, this does not apply to the managing director personally. Therefore, the managing director cannot be held liable for patent infringements committed by the company solely on the basis of his general management, control, and organizational duties.

197. In view of the fact that such far-reaching liability of the managing director is not permissible in all Contracting Member States (see, for example, Cour de Cassation, decision of 20 May 2003, No. 99-17.092) and the United Kingdom (see UK Supreme Court, judgment of 15 May 2024, [2024] UKSC 17), which had originally sought to become a contracting state and participated in the drafting of the UPC Agreement, an explicit provision by the legislator would have been necessary for reasons of legal certainty regarding such far-reaching liability of the managing director. The necessity of an explicit provision is further supported by the fact that, given the uncertainties regularly associated with the validity of the patent and its infringement, such liability for the managing director would entail an incalculable risk, particularly for companies like Belkin, which operate in a field of technology where numerous patents with diverse subject matter are in force.

198. A managing director can only be held liable if the conduct in question exceeds the typical duties of a managing director. This applies in particular if the managing director uses the company specifically to commit patent infringements. However, this also applies if the managing director knows that the company is committing a patent infringement and – although it is possible and reasonable for him to do so – fails to take action to stop the infringement.

199. Knowledge of patent infringement requires not only that the managing director is aware of the circumstances giving rise to the infringement. Rather, it also requires – as with any assistant – awareness of the unlawfulness of the act of use. If the managing director seeks legal advice on the question of patent infringement, he can generally rely on this advice until a first-instance decision establishing the patent infringement by his company is issued.

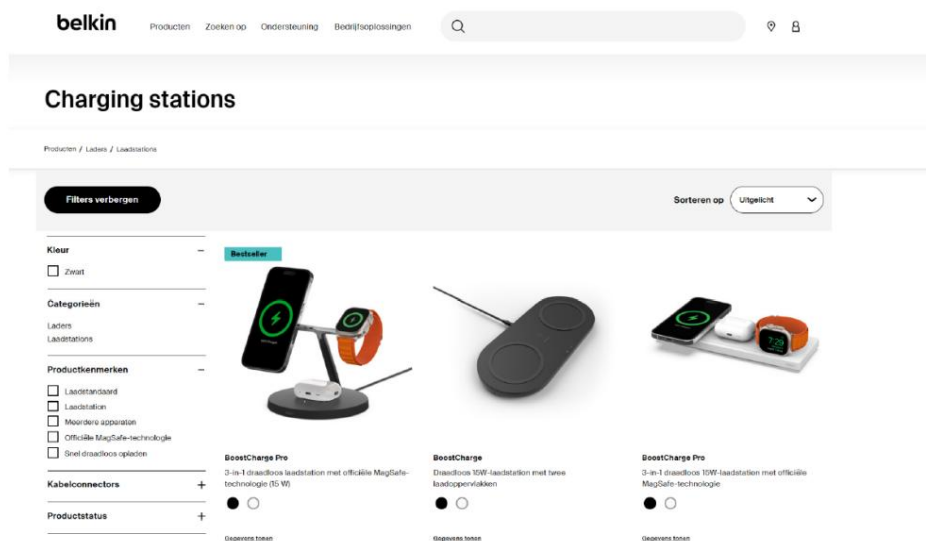
200. The concern expressed by Philips at the oral hearing that a final injunction prohibiting the patent infringing company from infringing the patent could be circumvented by a managing director by using another company for patent infringement is addressed by the fact that, in this case, an interim measure may be issued against the managing director without his hearing pursuant to Rule 212 of the Rules of Procedure.

2. Passive standing/infringer status of Belkin International Inc. with regard to Italy, France and the Netherlands

201. Belkin unsuccessfully contests the injunction issued against Belkin International Inc. concerning Italy, France and the Netherlands.

Bidding activities of Belkin International Inc.

202. Belkin has admitted that Belkin International Inc. owns the domains. This includes the website www.belkin.com and the country-specific TLD subpages www.belkin.com/nl, www.belkin.com/fr and www.belkin.com/it. The attacked designs were advertised on these websites, as can be seen from the Dutch website reproduced below as an example.



203. This application for the contested embodiments already constitutes an offer within the meaning of Article 25 EPGÜ.

204. Belkin's argument that the Italian, French and Dutch websites do not even have an online store where the contested embodiments can be purchased directly is therefore unsuccessful.

205. The term "offering" within the meaning of Article 25(a) of the UPC Convention must be interpreted autonomously. The prohibition on offering patent-infringing products is intended to cover actions taken in the run-up to contracts that could result in the patent holder losing business. Therefore, offering is to be understood in an economic sense and not in the legal sense of a binding contractual offer. It is thus not necessary to include all the details that would be required for the immediate conclusion of a contract by mere acceptance of the offer. It is sufficient that an object is presented in such a way that observers can make an offer to transfer it, e.g., to conclude a purchase, lease, or rental agreement. The "invitatio ad offerendum" is therefore already covered.

Therefore, stating a price is not necessary.

206. In addition, the aforementioned websites list MediaMarkt and Amazon ("amazon.nl", "amazon.it") as online sources of supply. This will make users of the sites

The plaintiff was asked to purchase the infringing embodiments from the respective vendors. Anyone who offers the delivery of a patented product through another party is also making an offer. Belkin's argument that it is beyond its control whether the vendors referenced on the websites actually offer the infringing embodiments is unsuccessful. Availability or the ability to deliver is irrelevant to the concept of "making an offer."

207. Since Belkin International Inc. owns the domains, a reasonably well-informed and observant internet user could believe that Belkin International Inc. is the one making the offer. Belkin International Inc. is also in a position to stop the use. Therefore, contrary to Belkin's assertion, it is irrelevant that Belkin Limited is internally responsible for the distribution of the contested embodiments.

Late submission

208. Belkin's argument that the submissions substantiating acts of use in contracting member states other than Germany were first made in the reply and thus too late is unsuccessful. The submissions on which the Court of Appeal based its finding of an offer by Belkin International Inc. are undisputed. Undisputed submissions cannot generally be rejected on the grounds of being untimely, as they do not invalidate the proceedings.

The necessary taking of evidence is delayed. If the other party – as in this case – has sufficient time to verify the accuracy of the submissions, their rights of defense are not unreasonably restricted by the delay.

3. Passive standing of Belkin Limited pursuant to Art. 63 EPGÜ with regard to France, Italy, the Netherlands and Sweden

209. The Local Court based its standing to be sued on the fact that Belkin Limited operates as the central sales unit of the Belkin Group in the EU and that the product information for the contested embodiments shows that they are also distributed in France, Italy, the Netherlands, and Sweden. This constitutes placing on the market within the meaning of Article 25(a) of the UPC Convention. Placing on the market means any activity by which the subject matter of the invention comes into the control of a third party.

210. Belkin does not contest the correctness of these findings of the Local Chamber in its statement of grounds of appeal. Belkin merely argues that the Local Chamber thereby considered belated submissions, because Philips first raised the issue of Belkin's sales activities outside Germany in its reply.

211. This objection is unsuccessful. Philips already stated in its statement of claim that the defendant companies offer the contested embodiments in the UPC Member States (statement of claim, p. 13). With regard to Belkin Limited, Philips not only stated that the contested embodiments are distributed via its online shop, at least in Germany, but also that Belkin Limited is identified as the responsible company on the devices themselves, the packaging, and the warranty statement, and that, according to the submitted declaration of conformity, it acts as a "notified body" and ensures the marketability of the contested embodiments in the EU. From this, Philips concluded that Belkin Limited is knowingly and intentionally participating in the distribution of the contested embodiments in the other UPC Member States as well (statement of claim, p. 16). It is true that the statement of claim

As Belkin argued in its statement of defense, specific acts of use by the Belkin Group were only presented for Germany. However, the general assertion of offers made outside Germany and the vague presentation of participation in distribution within the other member states were sufficient.

212. However, a party making a factual assertion must substantiate it in the required form if it is disputed or likely to be disputed by the other party. This duty to expedite the proceedings follows from paragraph 7 of the preamble to the Rules of Procedure. According to this paragraph, the proceedings must be conducted in such a way that the final oral hearing on the violation and the validity of the claim in the first instance can normally take place within one year. Accordingly, Rule 171.1 of the Rules of Procedure stipulates that a party making a factual assertion that is disputed or likely to be disputed by another party must provide evidence for that assertion.

The same must apply to the substantiation of the factual presentation.

213. However, Philips had no reason to consider it likely that Belkin would deny supporting Belkin Limited's distribution activities outside Germany. Philips had already submitted with its statement of claim an image of the product packaging of the contested embodiments (Exhibit BP-1k), which includes warranty statements for France, Italy, and Sweden. In light of this, Philips had no reason to expect Belkin to deny Belkin's corresponding distribution activities.

4. Passive standing of Belkin GmbH with regard to France, Italy, and the Netherlands

214. The Local Court correctly based its finding of liability for Belkin GmbH's use of the patent outside Germany on the fact that an employee of Belkin GmbH, as "Head of Amazon Channel EU," was responsible for maintaining business relationships with Amazon, particularly with regard to expanding sales in Central Europe. This employee's sales activities were therefore not limited to Germany. Belkin did not contest this with the necessary substantive accuracy. Since, as explained above, Amazon offered the contested embodiments in France, Italy, and the Netherlands, the Local Court was justified in assuming, in the absence of any other evidence, that these sales activities also covered the contested embodiments.

215. The alleged mere status as a "formal employer" of Belkin GmbH does not preclude its Liability is excluded.

216. Belkin's argument that Philips's corresponding submission was only made in its reply and was therefore untimely is unsuccessful. Since Belkin did not substantively dispute Philips' assertion that an employee of Belkin GmbH was responsible for expanding sales in Central Europe for Amazon, the factual assertion is deemed undisputed between the parties pursuant to Rule 171.1 of the Rules of Procedure. As explained above, a complaint of untimeliness regarding undisputed facts is inadmissible.
Facts: no success.

5. Passive standing of the defendant companies with regard to Belgium, Finland and Austria

217. The Local Chamber correctly extended the injunction to Belgium, Finland, and Austria – all Contracting Member States in which the patent is extended. An extension especially requires special circumstances, which are not apparent here (EPG Court of Appeal, Order of 3 March 2025, UPC_CoA523/2024, APL_51115/2024 – *SumiAgro v. Syngenta*, para. 103).

6. Order pursuant to Article 63 EPGÜ against the defendant managing directors

a) Use as an intermediary

218. Belkin successfully challenges the Local Court's view that the directors' liability for the infringements arises from their status as intermediaries. As the Court of Appeal held in its order of 29 October 2024 (UPC_CoA_549/2024, APL_51838/2024, App_53031/2024), a director of a company cannot be considered a "third party" in relation to that company and therefore cannot be an intermediary of that company within the meaning of Article 63 UPC Convention and Article 11 of Directive 2004/48.

b) Claim as infringer

219. It is also not objectionable that the local court rejected the liability of the defendant managing directors as co-perpetrators. In this respect, Philips' appeal was to be dismissed.

220. Applying the foregoing principles (paras. 189-200), the defendant managing directors' standing to be sued must be denied. It cannot be established that they had the requisite awareness of the unlawfulness.

221. Philips' argument that defendant no. 1 was already notified of the patent infringement in September 2021 upon service of the complaint in the parallel German proceedings on Belkin GmbH, and that all defendant managing directors were informed of the patent infringement upon service of the complaint in those proceedings, is unsuccessful. As explained above, notification by the patent holder to the managing director is generally insufficient to provide the managing director with the necessary knowledge of an unlawful patent infringement if—as in this case—the managing director seeks legal advice from a lawyer or patent attorney and the latter concludes that no patent infringement has occurred. Furthermore, according to the understanding of Feature 20.6.1 by the Düsseldorf Regional Court and the Federal Patent Court, patent infringement was precluded. The defendant managing directors were also entitled to rely on this assessment.

222. It cannot be inferred from Philips' submissions that the defendant companies continued to engage in the actions complained of after the main decision was issued.

IV. Liability of the defendant companies for damages

223. The final decision of the Local Chamber shall stand insofar as it is valid pursuant to Article 68(1) of the EPGÜ. The court found the defendant companies liable to compensate Philips for all damages incurred and to be incurred as a result of the patent infringement since December 28, 2016. The local court concluded that the defendant companies knew, or should reasonably have known, that they were infringing a patent.

Belkin does not contest the finding of fault on the part of the defendant companies.

224. It follows from all of this that the award of preliminary damages to be paid by the defendant companies pursuant to R. 119 VerfO is also not objectionable.

V. Liability for damages of the defendant managing directors

225. For the reasons set out in paragraphs 219 to 222, there is no obligation to
The defendant managing directors are entitled to damages. Therefore, Philips' appeal is dismissed.

VI. (Electronic) Information

226. The established infringement of the patent in dispute justifies the action taken by the Local Chamber pursuant to Art. The obligation to provide information imposed on the defendant companies under Article 67(1) of the UPC Convention is relevant. As the Court of Appeal ruled in the penalty proceedings initiated against the defendant companies, an application under Article 67(1) of the UPC Convention to order the disclosure of information must generally include the time limit for providing the information (UPC_CoA_845/2024, APL_68523/2024, UPC_CoA_50/2025, APL_3697/2025, paragraph 39). This requirement was not met in this case.

There is exceptionally no reason for action because the relevant deadline has already been established in the penalty proceedings.

227. To the extent that Philips requests that the obligation to provide information be supplemented to the effect that the information be provided in a complete, organized and self-explanatory list in electronic, machine-readable form, this constitutes an amendment to the claim raised for the first time in the appeal proceedings. As is evident from the order of 30 May 2025 concerning the enforcement of the disclosure order, Belkin is free, according to the current wording of the application, to provide the information either in paper form or electronically (UPC_CoA_845/2024, APL_68523/2024, UPC_CoA_50/2025, APL_3697/2025, paragraph 83).
228. Pursuant to Rule 263.2 of the Rules of Procedure, subject to paragraph 3, the request for amendment shall be denied if the party requesting the amendment, taking all circumstances into account, fails to convince the Court that (a) the amendment in question could not have been made earlier with due diligence and (b) the amendment does not unreasonably impede the other party in its conduct of the proceedings. Pursuant to Rule 222.2 of the Rules of Procedure, motions, facts, and evidence not raised by a party during the proceedings before the court of first instance may be disregarded by the Court of Appeal. In exercising its discretion, the Court shall consider in particular (a) whether a party wishing to introduce new submissions can explain why such new submissions could not reasonably have been introduced during the proceedings before the court of first instance, (b) the relevance of the new submissions to the decision on appeal, and (c) the other party's attitude toward the introduction of the new submissions.
229. It is unnecessary to determine the relationship between R. 222.2 of the Rules of Procedure and R. 263.3 of the Rules of Procedure. The amendment to the claim is inadmissible under both provisions. The decisive reasons are as follows: Since Article 67(1) of the EPGÜ (Universal Patent Convention) is silent on the form of the disclosure, Philips already had cause in the first instance to raise the question of the scope of the disclosure owed and, at least as a subsidiary argument, to submit a request clearly establishing the obligation to provide the disclosure electronically. The fact that Belkin has already provided the disclosure, at least in part, in writing is of considerable weight. Belkin cannot reasonably be expected to provide the disclosure again in electronic form.

VII. Right to recall, removal from distribution channels and destruction

230. However, Philips' appeal is successful insofar as it is directed against the dismissal of the applications for recall and removal from distribution channels against the defendant companies.

1. Legal framework

230. Pursuant to Article 64(1) of the UPC Agreement, the Court may, at the applicant's request, order that appropriate measures be taken, inter alia, with respect to products which, in its findings, infringe a patent, without prejudice to any claims for damages by the injured party arising from the infringement and without compensation of any kind. According to Article 64(2) of the UPC Agreement, such measures include those requested by Philips, namely (b) the recall of the products from the distribution channels, (d) the permanent removal of the products from the distribution channels, and (e) the destruction of the products.
231. When examining an application for an order of remedial measures, the court shall, in accordance with Article 64(4) EPGÜ, take into account the requirement of proportionality between the seriousness of the infringement and the remedial measures to be ordered, the infringer's willingness to bring the material into a non-infringing condition, and the interests of third parties.

232. Contrary to Belkin's view, the wording of the provision ("can", "may" or "peut") does not merely give rise to the court's power to issue the requested measures.

The court therefore has no discretion. Rather, Article 64 of the UPC Agreement grants the patent holder a civil right to the aforementioned measures, unless considerations of proportionality preclude this. Article 64 of the UPC Agreement implements Article 10 of Directive 2004/48/EC of the European Parliament and of the Council of 29 April 2004 (OJ L 157/45, hereinafter: the Enforcement Directive). The background to the Directive was that in some Member States, procedures and remedies such as the recall of infringing goods from the market at the expense of the patent holder were not available.

the infringer's resources were not available (Recital 7). The Enforcement Directive was intended to harmonize these legal provisions in order to guarantee a high, equivalent, and homogeneous level of protection for intellectual property in the internal market (Recital 10). This high level of protection is only guaranteed if the remedies of recall, removal from distribution channels, and destruction are the standard practice. Only if these measures are disproportionate, which may be the case, for example, with a minor infringement or if the infringer is willing and able to eliminate the infringing feature of the product, is their impermissible. However, all the circumstances of the individual case must always be taken into account. Thus, a serious infringement may justify ordering recall, removal from distribution channels, and destruction even if the infringer is willing and able to eliminate the infringing feature of the product.

233. While Belkin rightly points out that a recall is regularly very burdensome for the infringer due to the interference with its customer relationships and the removal of the product from distribution channels, this does not justify, as a rule, refraining from ordering remedial measures. If, due to the established patent infringement, the patent holder must expect further infringing use of the infringing embodiments, the existing risk situation regularly justifies the aforementioned remedial measures.

2. Application in a specific case

234. The Local Chamber concluded that there was no evidence to suggest that the recall and removal from distribution channels would be proportionate, and the same applied to destruction.

235. Philips successfully opposes this.

236. Contrary to Belkin's view, Philips was not obliged to present detailed arguments regarding the balancing criteria. As explained above, ordering the aforementioned remedial measures is the standard procedure. The burden of proof for demonstrating a lack of proportionality therefore rests with the infringer. This is further supported by the fact that the disadvantages resulting for the infringer from the requested remedial measures (i.e., the severity of the interference with customer relationships, and in particular its consequences) are generally within the knowledge of the plaintiff patent holder.

The same applies to the infringer's willingness to restore the material to a non-infringing state and the interests of third parties. Only once the infringer has fulfilled their burden of proof and presentation in this respect is it incumbent upon the plaintiff patent holder to respond to this argument.

237. In light of all the above, the requested remedial measures must be ordered. Even in the appeal proceedings, Belkin failed to present any specific circumstances explaining why these measures are disproportionate in the present case, but merely made the general statement that they

DECISION:

I. Upon the appeals of the parties, the final decision ("main decision") of the Munich Local Chamber of 13 September 2024 is amended in letters D, E, H and J of the operative part.
Repealed. Letters D, E and H are reworded as follows:

D. It is ordered that Belkin GmbH, Belkin International Inc. and Belkin Limited, at their own expense, recall, permanently remove from distribution channels and destroy the infringing products referred to in clause A.1.

E. Excluded from the decision pursuant to paragraphs BI and II, as well as paragraphs C and D, are all actions of Belkin GmbH and Belkin Limited and the legal consequences of such actions within the territory of the Federal Republic of Germany.

H. In the event of any violation of the order pursuant to Section BI, the respective defendant shall pay a penalty of up to EUR 100,000 for each day of violation to the court; in the event of violations of the orders pursuant to Sections B.II and D, the penalty shall be up to EUR 50,000 for each day of violation.

II. Philips' application for leave to amend the claim regarding the disclosure in Electronic form will be rejected.

III. The further appeals are dismissed.

IV. Belkin GmbH, Belkin International Inc. and Belkin Limited shall bear 50% and Philips shall bear 50% of the costs incurred by the infringement action in both instances, including the costs relating to the application for an order suspending the enforcement of the infringement.

The defendants shall bear the costs of the counterclaim for annulment in both instances.

Issued on 3 October 2025

Rian Kalden

Date:

2025.10.03

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Rian Kalden, legally qualified judge and presiding judge

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