Unified Patent Court
Einheitliches Patentgericht
Juridiction unifiée du brevet

File reference
UPC_CoA_534/2024
(Belkin appeal
infringement action)
UPC_CoA_19/2025
(Belkin appeal,
counterclaim for
annulment)
UPC_CoA_683/2024
(Philips appeal)

Decision

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

concerning patent infringement and counterclaim for revocation

HEADNOTE:

1. The term "offering" within the meaning of Art. 25(a) EPGÜ must be interpreted autonomously. Offering is to be understood in an economic sense and is not based on the legal understanding of a binding contractual offer. The offer therefore does not need to contain all the details that would be necessary for the immediate conclusion of a contract by mere acceptance of the offer. It is sufficient to present an item in such a way that viewers can make an offer to acquire it, e.g. by concluding a purchase, rental or lease agreement. This therefore already covers the "invitatio ad offerendum". It is therefore not necessary to specify a price.

2. Readiness or ability to deliver is not relevant to the concept of offering.

3. An "infringer" within the meaning of Art. 63 EPC in conjunction with Art. 25 EPC is also someone who does not themselves carry out the acts referred to in Art. 25 EPC, but to whom the acts of the third party are attributable because they are an instigator, accomplice or accessory. Who is an instigator, accomplice or accessory in this sense is determined on the basis of an autonomous interpretation of Article 63 EPC and Article 25 EPC.

4. The mere position of managing director does not make the managing director an accomplice or accessory to a patent infringement by the company. The managing director can only be held liable if the contested action of the managing director goes beyond his typical professional duties as managing director. This applies in particular in cases where he deliberately uses the company to commit patent infringements. However, this is also the case 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 – does not take action to stop the patent infringement.

5. Knowledge of the patent infringement does not only require that the managing director is aware of the circumstances giving rise to the patent infringement. Rather, as with any accomplice, awareness of the illegality of the act of use is also required. If the managing director seeks legal advice on the question of a patent infringement, he can generally rely on this advice until a first-instance decision establishing his company's patent infringement has been issued.

6. The ordering of remedial measures such as recall, removal from distribution channels and destruction in accordance with Art. 64(2)(b), (d) and (e) EPGÜ is the norm. The infringer bears the burden of proof and must demonstrate that the measures are disproportionate.

7. The plaintiff's requests for an order to recall the products from the distribution channels, to permanently remove the products from the distribution channels and to destroy the products and/or the relevant materials and equipment must, as a rule, contain the (from the notification pursuant to R. 118.8 sentence 1 VerfO or, in proceedings concerning the ordering of provisional measures, from the service of such an order). The deadline must therefore be set in the decision or in the final order. If no deadline is set in the final order or decision, it is up to the plaintiff 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 R. 118.8 VerfO.

KEYWORDS:

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

APPELLANT/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 collectively as Belkin, and individually as defendants 1, 5 and 6 as defendant managing directors, and defendants 2 to 4 as defendant companies)

represented by: Dr Philipp Cepl, solicitor, and other solicitors from the law firm DLA PIPER UK LLP Solicitors, Munich

APPEAL DEFENDANT/PLAINTIFF IN THE MAIN PROCEEDINGS BEFORE THE COURT OF FIRST INSTANCE

Koninklijke Philips N.V., Eindhoven, Netherlands

(hereinafter referred to as Philips)

represented by: Dr Tilmann Müller, lawyer, and other lawyers from the law firm Bardehle Pagenberg, Hamburg

LANGUAGE OF THE PROCEEDINGS

German

PANEL AND PRESIDING 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 13 September 2024, Munich Local Chamber

Case number of the Court of First Instance: ORD_598464/2023 in the main proceedings concerning the infringement action 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 PROCEEDINGS

The joint oral proceedings concerning the infringement action and the counterclaim for annulment took place on 5 June 2025.

FACTS AND PARTIES' SUBMISSIONS

1. Philips is the proprietor of European patent EP 2 867 997 (patent in dispute), which was filed on 20 June 2013, claiming priority from a US application dated 29 June 2012 and priority from a European application dated 3 April 2013. The grant of the contested patent was published on 28 December 2016. The contested patent relates to wireless inductive power transfer.

2. Claim 20 of the contested patent reads as follows in the language of the proceedings:
"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);

characterised in further comprising means for acknowledging (511) the request to enter the requested negotiation phase by transmitting an acknowledgement to the power receiver (105); the acknowledgement 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.

4. The defendant companies are companies belonging to the Belkin Group. Belkin International Inc. (defendant 3) is the parent company of this group. Defendant 1 is the managing director of Belkin GmbH and director (managing director) of Belkin Limited. Defendants 5 and 6 are directors (managing directors) of Belkin Limited.

5. On 10 August 2019, Philips filed a lawsuit against Belkin GmbH (defendant 2) and Belkin Limited (defendant 4) at the Regional Court of Düsseldorf for infringement of the German part of the patent in dispute. In its judgment of 20 March 2023 (Ref. 4a O 49/22), the Regional Court of Düsseldorf dismissed the action. The Higher Regional Court of Düsseldorf dismissed the appeal against this judgment on 18 April 2024 as inadmissible.

6. Belkin GmbH filed a nullity action against the disputed patent with the Federal Patent Court on 10 March 2022. The nullity action was dismissed by (non-final) judgment of 12 July 2024.

7. The website www.belkin.com shows chargers for wireless charging of electronic devices (infringing embodiments).

8. The contested embodiments are power transmitters for inductive power transfer to a power receiver that meet the requirements of the "Extended Power Profile (EPP)" of the Qi standard.

9. Philips is of the opinion that the contested embodiments implement all the features of claim 20 of the contested patent and is suing the defendants (hereinafter referred to collectively as Belkin) for infringement of claim 20 of the contested patent for injunctive relief against patent-infringing activities in the Federal Republic of Germany, Belgium, France, Finland, Italy, the Netherlands, Austria and Sweden, as well as recall, information, damages and publication of the judgment, whereby those contested embodiments that use the chip of a specific manufacturer and actions of Belkin GmbH and Belkin Limited within the territory of the Federal Republic of Germany are excluded from the claims.

10. Belkin has filed a counterclaim for annulment of the disputed patent.

11. In the contested decision, the Munich Local Court upheld the action against the defendant companies with regard to injunctive relief, information, damages and publication of the judgment (subject to compliance with the General Data Protection Regulation).

12. The Local Chamber ordered the defendant managing directors to refrain from performing 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 applications for suspension with regard to the nullity appeal proceedings pending in Germany and the infringement proceedings in Germany that had already been legally concluded, as well as Belkin's application for recognition of the judgment of the Higher Regional Court of Düsseldorf pursuant to Art. 36 (1), (3) EuGVVO with regard to Belkin International Inc.

14. The counterclaim for annulment of the disputed patent was dismissed.

15. The parties have appealed against the judgment.

Reasons for the contested decision

16. The Local Chamber summarised the grounds for the contested decision as follows:

- Contrary to the opinion of the Federal Patent Court and the Regional Court of Düsseldorf, patent claim 20 does not require that the power transmitter be capable of indicating both acceptance and rejection of the confirmation to be transmitted.

- The subject matter of the contested patent does not go beyond the content of the original disclosure.

- The subject matter of the contested patent was new in relation to US 2010/0013319 ("US'319", D2) and US 2010/0083012 ("US'012", D6).

- Belkin's submission regarding US 7,671,559 ("US'559" D7) is inadmissible due to delay.

- For an infringement of claim 20 of the contested patent, it is sufficient that the contested embodiments send an acknowledgement response upon receipt of 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 acts of infringement by Belkin International Inc. in Germany, so there was no need for recognition.

- The defendant companies had passive legal standing as infringers and could therefore be held liable under Articles 63, 64, 67 and 68 EPGÜ. Although the defendant managing directors were not themselves infringers, they could be held liable as intermediaries under Article 63(1) sentence 2 EPGÜ.

Motions of the parties

Belkin's appeal

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

18. With regard to the counterclaim for annulment, Belkin requests that the contested decision be set aside and the contested patent be declared invalid with effect for the contracting member states of Germany, Belgium, France, Finland, Italy, the Netherlands, Austria and Sweden, with the proviso for Belkin GmbH that the revocation does not apply to the territory of the Federal Republic of Germany, and that Philips also be ordered to pay the costs of the counterclaim for revocation.

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

Philips' appeal

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

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

    - that Belkin is also ordered to recall the contested embodiments from the distribution channels at its own expense, to remove them permanently from the distribution channels and to destroy them, and that in the event of any breach of this obligation, a penalty payment of up to €
      50,000 for each case of non-compliance;

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

21. Philips further requests that the statement of facts submitted by Philips, insofar as it was supplemented for the first time in the appeal proceedings, regarding 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 half-sentence: "whereby the defendants are required to provide the information in a complete, orderly and self-explanatory list in electronic, machine-readable form."

23. Belkin requests that Philips' appeal be dismissed and that the extension of the action not be allowed.

ARGUMENTS OF THE PARTIES

24. Belkin defends the contested decision insofar as it was issued in its favour and otherwise opposes it, repeating and expanding on the arguments presented in the first instance

. Belkin did not challenge the local chamber's statements on feasibility and novelty in relation to D1 and D3 in its appeal.

25. For the first time in the appeal proceedings, Belkin asserts a lack of inventive step with regard to D2.

26. Philips defends the contested decision insofar as it was decided in Philips' favour and otherwise opposes it, repeating and elaborating on the arguments put forward in the first instance. Furthermore, Philips supplemented the arguments put forward in the first instance regarding the proportionality of the order to recall and remove the product from distribution channels and presented new arguments regarding the obligation to provide information electronically.

REASONS FOR THE DECISION

A. *Appeal against the dismissal of the counterclaim for annulment*

27. The appeal is unsuccessful insofar as it challenges the dismissal of the counterclaim for annulment.

I. Subject matter of the contested patent

1. The patent in dispute and its technical background

28. The invention according to the patent in dispute relates to inductive power transfer, in particular an inductive power transfer system according to the "Qi wireless power transfer standard" (hereinafter: "Qi standard", para. 1).

29. This system, which is known in the prior art, relates to wireless power transfer by magnetic induction (paras. 5-6) to portable and mobile devices such as mobile phones, tablets and media players (paras. 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, in particular the standard has been extended to medium-power devices with more than 5 watts (para. 11).

31. To control the wireless power transfer 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 located near the power transmitter). When the power transmitter detects that a power receiver may 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, which indicates 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 required 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 contested patent criticises the fact that the existing system does not allow the desired flexibility and necessary support for functions (para. 29, line 23). For example, the adjustment of operating parameters is limited to a few sets of parameters

(para. 32, line 37). If, for example, a power receiver attempts to receive more than 5 watts from the power transmitter and the power transmitter interrupts the power transfer, this leads to a poor user experience. It is therefore desirable to further develop the Qi standard in order to achieve enhanced functionality, flexibility and performance (para. 29).

33. One limiting factor in particular is unidirectional communication. This requires the power transmitter to be able to meet every request from the power receiver, while the power receiver is limited to request parameters that can be met 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 (para. 17 and para. 33). Furthermore, there is little leeway due to technical limitations with regard to, for example, modulation options, power fluctuations and transmission options. It is also important to keep costs and complexity low, and it is desirable to keep the need for additional hardware to a minimum 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 impair the system's ability to transmit power in an unacceptable manner (para. 17).

35. Improvements to the existing system are difficult due to the required backward compatibility. In particular, an improved standard must continue to ensure that devices compliant with the current standard (versions 1.0 and 1.1 of the Qi standard) continue to be supported (para. 33). For example, extending the current configuration phase is not suitable, as this would require adjustments to existing devices. Furthermore, it does not provide sufficient flexibility for defining additional operating parameters. Another problem is that the additional configuration takes time, and this time is not provided for in the current standard (para. 34).

36. For example, it is possible in principle to extend the configuration package transmitted by the power transmitter to include newly defined bits containing requirements for specific values of specific operating parameters, as the current Qi standard contains an unused time interval between the configuration package and the subsequent package. However, an extension of the standard initially only allows a confirmation message from the power transmitter. Accordingly, a single confirmation in response to many requests is ambiguous. For example, if the power receiver sends a request for 30 watts of power and a request for the dedicated communication mode, the power transmitter can only send a positive confirmation if it supports both requests. If it only fulfils one of the requests, it must reject the request (para. 35).

37. It is also desirable that the communication originating from the power transmitter be less complex, in particular limited to single bit acknowledgements in certain situations. This allows for a significantly simplified implementation of communication between the power transmitter and power receiver. This could lead to a very

low data rate requirement, so that, for example, detection could be based on very slow power signal fluctuations (para. 36).

38. Therefore, the introduction of a power transmitter that sends data about the operating parameters it supports to the power receiver would require a more complex communication protocol between the power transmitter and the power receiver and would therefore not be practical for systems such as Qi systems. If the communication channel between the power transmitter and the power receiver only supported a low data rate, the transmission of this additional information could also take a very long time. Such a more complex and time-consuming solution would not be well suited for the expansion of a low-cost power supply solution such as Qi. Rather, a solution that corresponds to a simpler extension of the existing Qi specification v.1.1 is preferable, for example to enable applications with 10-15 W (para. 37).

2. *Object* of the invention

39. Against this background, the contested patent sets out to provide an improved system, in particular with greater flexibility, improved backward compatibility, simpler implementation and improved performance (paras. 39-40).

3. *Features of patent claim 20*

40. This task is solved by a device according to patent claim 20 with the following features (English and thus authoritative language of the proceedings and German translation):

20. 1	A power transmitter (101) for an inductive power transfer system	Power transmitter (101) for a system for inductive power transfer
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:	wherein the inductive power transfer system supports two-way communication between the power transmitter (101) and a power receiver (105) based on modulation of a power signal, wherein the power transmitter comprises:
20.2	means for generating the power signal	means for generating the power signal;
20.3	means for receiving a signal strength package from the power receiver (105) initiating a mandatory configuration phase;	means for receiving a signal strength package from the power receiver (105) initiating a mandatory configuration a mandatory configuration phase;
20.4	means for operating the mandatory configuration phase (507) wherein	means for operating 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 set of power transfer operating parameters are selected for the power transmitter (101) and the power receiver (105) ;

20.5	means for receiving a request to enter the requested negotiation phase from the power receiver (105); characterised in further comprising	characterised in further comprising: further comprising:
20.6	means for acknowledging (511) the request to enter the requested negotiation phase by transmitting an acknowledgement to the power receiver (105);	means for acknowledging (511) the request to enter a requested negotiation phase by transmitting an acknowledgement to the power receiver (105);
20.6.1	the acknowledgement being indicative of an accept or rejection of the request to enter the requested negotiation phase;	wherein the acknowledgement is indicative of an acceptance or rejection of the request to enter the requested negotiation phase [Negotiation Phase];
20.7	means for entering the requested negotiation phase in response to receiving the request to enter the requested negotiation phase	means for entering the requested negotiation phase [Negotiation Phase] in response to receiving the request to enter the requested negotiation phase [Negotiation Phase]; and
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 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) ;
20.8.1	wherein, 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	wherein, 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 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.	wherein, in each negotiation cycle, the power transmitter (101) receives from the power receiver (105) a message specifying at least one of the power transmission operating parameters, and the power transmitter responds with a message accepting or rejecting the at least one power transmission operating parameter. rejected.

4. Interpretation of patent claim 20

a) Expert

41. The patent claim must be interpreted from the perspective of a person skilled in the art. As such, 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.

b) Understanding of features

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

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 the requirements for a power transmitter known from the Q1 specification version 1.1, which, according to the understanding of the skilled person, can transmit 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 a first set of power transmission operating parameters.

Features 20.1.1, 20.5, 20.7, 20.8

45. The power transmitter according to the claim also supports two-way communication between the power transmitter and a power receiver (feature 20.1.1) and includes means for receiving a request (sent by the power receiver) to enter into a negotiation phase (feature 20.5), to confirm such a request (features 20.6 and 20.6.1), and to enter into and carry out the requested negotiation phase (feature 20.7).

46. In the negotiation phase, the service recipient can request a further set of service transmission operating parameters and the service sender can accept or reject this request (feature 20.8.2).

47. The negotiation phase enables new functions and operating ranges to be supported, in particular an extension for higher power levels or more advanced communication protocols (see paragraph 43).

48. It is also possible to initiate the negotiation phase during the power transfer phase (para. 176). This enables a highly flexible system in which 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 transfer operating parameters", implies that a first set of power transfer operating parameters for power transmitters and

power receivers has already been selected (feature 20.4.1). This means that the negotiation phase must follow the configuration phase. The means of the power transmitter are designed in such a way that the negotiation phase is only carried out after the mandatory configuration phase has been completed. However, the receipt of the request to enter the negotiation phase in accordance with feature 20.5 (para. 77, para. 133) and the confirmation in accordance with features 20.6 and 20.6.1 can already take place in the configuration phase (para. 133).

50. The difference between the configuration phase and the negotiation phase is essentially that in the negotiation phase, the power transfer operating parameters are only determined after a negotiation between the power receiver and the power transmitter, in which the power transmitter can reject individual requested power transfer operating parameters (feature 20.8.2, para. 47, page 6, lines 6 ff.).

51. According to feature group 20.8, the power transmitter must be designed in such a way that it can send both rejection and acceptance messages. Feature group 8 is intended to ensure that there can be different responses to different requirements in the negotiation phase. The power transmitter can respond to the negotiation phase with an accepting or rejecting message (feature 8.2); the number of negotiation cycles according to feature 20.8.1 means that the power receiver does not have to request several power transmission operating parameters at once. This means that even with a one-bit message from the power transmitter, the power transmitter can respond to the specific requests of the power receiver in different ways, i.e. accept or reject them. This avoids the disadvantage mentioned in the description, namely that if the power receiver sends, for example, a request for 30 watts of power and a request for the dedicated communication mode, the power transmitter may only send a positive confirmation if it supports both requests (see para. 35).

Feature 20.6

52. According to feature 20.6, the power transmitter includes means for confirming the request to enter a negotiation phase (requested by the power receiver, cf. feature 20.5). The means must be such that a confirmation message is transmitted to the power receiver. Mere inaction after receiving the request is not sufficient.

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 mere confirmation of receipt of the request is not sufficient. The acknowledgement must also indicate to the service recipient whether the request to enter into the negotiation phase is accepted or rejected.

54. Contrary to Belkin's opinion, it is not sufficient for the implementation of feature 20.6.1 and, in particular, feature 20.6 that confirmation is implied by another message. Feature 20.6 requires means for confirming the request to enter a requested negotiation phase by "transmitting a confirmation" to the service recipient. It follows that the confirmation itself is transmitted and it is not sufficient for a message to be transmitted that primarily has a different content but is indicative of the confirmation. This confirmation message must simultaneously indicate to the

power receiver whether the request is rejected or accepted. The skilled person understands from the description of the contested patent that, for example, certain information can be indicated, 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 acceptance being indicated*,* the *power* receiver 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 accept of the request to enter the requested negotiation phase"). The power receiver must be able to determine from the acknowledgement message whether the power transmitter accepts or rejects the request.*

Situational rejection or acceptance

56. The Local Chamber correctly assumed that it is not necessary for the realisation of feature 20.6.1 that the power transmitter be designed in such a way that it can also reject negotiation requests depending on the situation. Even if the service sender is designed in such a way that it always sends acknowledgement messages to the service recipient indicating the acceptance of the request to enter the negotiation phase, the feature is realised.

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 service recipient recognises whether the service sender accepts or rejects the request for a negotiation phase. It is not clear from this who decides on the content of the acknowledgement message and when.

58. The understanding that the service sender does not necessarily have to be able to reject entry into the negotiation phase is confirmed by the functional interpretation of the feature. Even if the service sender only sends acknowledgements accepting the request to enter the negotiation phase, the acknowledgement message serves its purpose of indicating to the service recipient whether the service sender supports the negotiation phase. This also ensures the backward compatibility and flexibility of the system. According to the description of the contested patent, the main control and complexity of operation is retained by the service recipient, as in the prior art (para. 136). This means that the service provider does not necessarily have to be able to respond flexibly to requests from the service recipient to enter the negotiation phase. Rather, the flexibility of the system and backward compatibility are achieved by the service recipient being able to send corresponding requests to enter the negotiation phase, which are accepted by the service provider.

59. There are no significant disadvantages if the confirmation is always indicative of acceptance of entry into the negotiation phase. Insofar as Belkin pointed out in the oral proceedings that, in this case, the power transmitter cannot respond to overheating by refusing to enter into a negotiation phase, this is irrelevant, as the power transmitter can also refuse to increase the power in the negotiation phase.

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

Court of Appeal, order of 13 May 2024, UPC_CoA_1/2024, APL_8/2024, para. 29). It is true that feature 20.8.2 requires a genuine choice between an acceptance or rejection message (see para. 51). However, this different understanding is already inherent in the different wording of the features. According to feature group 20.6, a "confirmation" that is "indicative" of acceptance or rejection of entry into the requested negotiation phase is transmitted, whereas according to feature 20.8.2, a "message is responded to in which the at least one service transmission operating parameter is accepted or rejected" (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 transmitter in several "negotiation cycles" (feature 20.8.1), from which it necessarily follows that the power transmitter has a genuine choice.

61. Contrary to Belkin's opinion and corresponding statements in the judgements of the Federal Patent Court and the Regional Court of Düsseldorf, a restrictive understanding of feature 20.6.1 cannot be inferred from the description of the contested patent either.

62. The summary of the invention describes that the negotiation phase may be optional. This applies not only to older devices but also to devices capable of performing 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 added by the court, para. 46, line 53). The choice of words "may also" makes it clear that 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 Chamber correctly inferred from the last sentence of para. 46 that power transmitters in particular may be designed to mandatorily perform the negotiation phase, according to which, for example, mandatory support by all power transmitters that are compatible with Qi specification versions that include the negotiation phase may be required so that power receivers can enter this phase upon request (*"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 summary of the invention, for devices that can perform the negotiation phase, optionality of the negotiation phase is just as possible as "mandatory support." The fact that "mandatory support" is to be understood in the sense that entry into the negotiation phase is always accepted and not merely that the power transmitters are capable of entering the negotiation phase follows from the fact that the summary of the invention only refers to "negotiation phase capable devices" (para. 45, line 48).

65. Given that, according to the summary of the invention (para. 46), "mandatory support" is possible by all power transmitters, it is impossible for the skilled person to derive a restrictive understanding from the wording in the embodiments on which Belkin relies (in particular paragraphs 170 to 173 and Figure 5). These merely describe various possible constellations in which new and old devices can react in the system according to the invention with regard to a negotiation phase requested by the power recipient.

66. Belkin unsuccessfully argues that the understanding of feature 20.6.1, according to which service transmitters that always accept the request to enter the negotiation phase also implement the feature, means that service transmitters that are designed in such a way

to always respond to a request for a negotiation phase with a rejection message, implement feature 20.6.1. Means for entering the negotiation phase (feature 20.7) and carrying out the negotiation phase (feature group 20.8) will regularly be absent in these cases, as they are then useless. If such devices do not have means for entering the negotiation phase, they are not patent-compliant.

67. Finally, contrary to the opinion of the Regional Court of Düsseldorf, the opposite does not follow from the grant procedure. It is true that statements made by the applicant in the grant procedure can be seen as an indication of the understanding of the skilled person 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). However, as the Local Chamber correctly assumed, no other understanding can be inferred from Philips' statements in the grant proceedings.

68. During the grant proceedings, Philips had amended, among other things, the original feature 20.6, which read as follows: "*the power transmitter (101) is arranged to acknowledge the request to enter the requested negotiation phase by transmitting an acknowledgement to the power* receiver". In a letter dated 10 February 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 Board correctly assumed, this was merely intended to express that the acknowledgement does not merely indicate confirmation of receipt, but also indicates to the power receiver whether the request to enter the negotiation phase is accepted or rejected.

70. Belkin's reference to the following passage in the letter is also 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 are 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*." This is because even if the power transmitter always accepts the request to enter the negotiation phase, entry into 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. Consequently, Philips' statements in the grant procedure do not provide any indication of Belkin's understanding of feature 20.6.1 from the perspective of a person skilled in the art.

5. Further main claims

71. Patent claim 1 protects a corresponding method for operating a system comprising a power transmitter and a power receiver, and patent claim 19 protects a corresponding system. No other assessment can be made for these patent 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" for all of them).

II. Legal status of the contested patent

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

72. The Local Chamber correctly assumed that the subject matter of the contested patent does not go beyond the content of the original application with regard to feature 20.6.1.

a) Claim 20 Indicative

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

74. For an "indicative" acceptance or rejection, it is sufficient that the confirmation message indicates that an acceptance or rejection has been made. According to the patent specification, an indication can be made by defined bits (cf. para. 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 ...*"; para. 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 (Annex B. 3, p. 6, lines 28 ff.; p. 33, lines 9-11). If the original application, which is identical in this respect to the contested patent specification (cf. para. 50 of the contested patent specification), states that the confirmation message sent by the power transmitter may be a simple one-bit confirmation and/or part of a message containing other information (Exhibit B3, p. 10, lines 1 ff.: *"The acknowledgement by the power transmitter may be a simple one bit acknowledgement*..."), this directly and unambiguously discloses an indication within the meaning of the contested patent. The fact that this acknowledgement not only indicates receipt, but also acceptance of the request to enter the negotiation phase or rejection thereof, is also directly and unambiguously apparent from the disclosure of the original application (Exhibit B 3, p. 25, line 31: *"When receiving the negotiation phase request message, the power transmitter 101 proceeds to transmit 511 a positive acknowledgement message..."*." and Annex B 3 p. Z. Z. 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 unsuccessfully argues that the confirmation disclosed in the original disclosure, which consists of only one bit, does not simultaneously disclose an acceptance, let alone a rejection of the request to enter the negotiation phase. Such a dual use 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 service provider, like the service recipient, transmits only one bit, which provides information both about the confirmation of receipt of the request and, at the same time, about its acceptance or rejection. Rather, the application teaches that the service provider confirms receipt of the request and sends an immediate acceptance or rejection – decoupled from this confirmation.

76. As can be seen from the passages quoted below in the application, the application already discloses two possible responses from the power transmitter. For example, it can confirm receipt by setting a bit and accept the request to enter 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 it can, for example, confirm receipt by not setting the bit and reject the 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. This means that the request is accepted by the same message (the same bit, for example by setting the value to 0) that also confirms receipt, and rejection is effected by a different message, which at the same time also confirms receipt (for example by setting the value to 1).

Rejection or acceptance

78. Contrary to Belkin's opinion, 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 with which the acceptance of the request to enter the negotiation phase is accepted.

79. This is already apparent from the summary of the invention in the application, which contains a paragraph identical to paragraph 46 on page 9, lines 1 to 8. For the reasons given above (paragraphs 63 and 64), it can already be inferred from the summary of the application that optionality on the part of the power transmitter with regard to the implementation of the negotiation phase is not mandatory.

80. For the reasons relating to interpretation mentioned above (paragraphs 62-65), the wording in the examples of implementation "*if the power transmitter (101) supports* negotiation" does not justify a narrower understanding by the skilled person.

b) Further main claims

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

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

a) Patent claim 20

82. The subject matter of patent claim 20 is not prejudiced by US'319.

Description of 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 (para. 3). The description states that contactless power transmission by means of electromagnetic induction is possible without contact between metal parts and is used, for example, to charge mobile phones and household appliances (para. 5).

84. It is known from JP-A-2006-6090 that an authentication code is transmitted and received between the power transmitter and the power receiver in order to detect a foreign object or similar (para. 6).

85. According to the description, this technology is not suitable for higher-level data transmission. There is "as yet" no method for achieving data communication between a host on the power transmitter side and a host on the power receiver side, for example, through effective use of the charging time of an electronic device (para. 8).

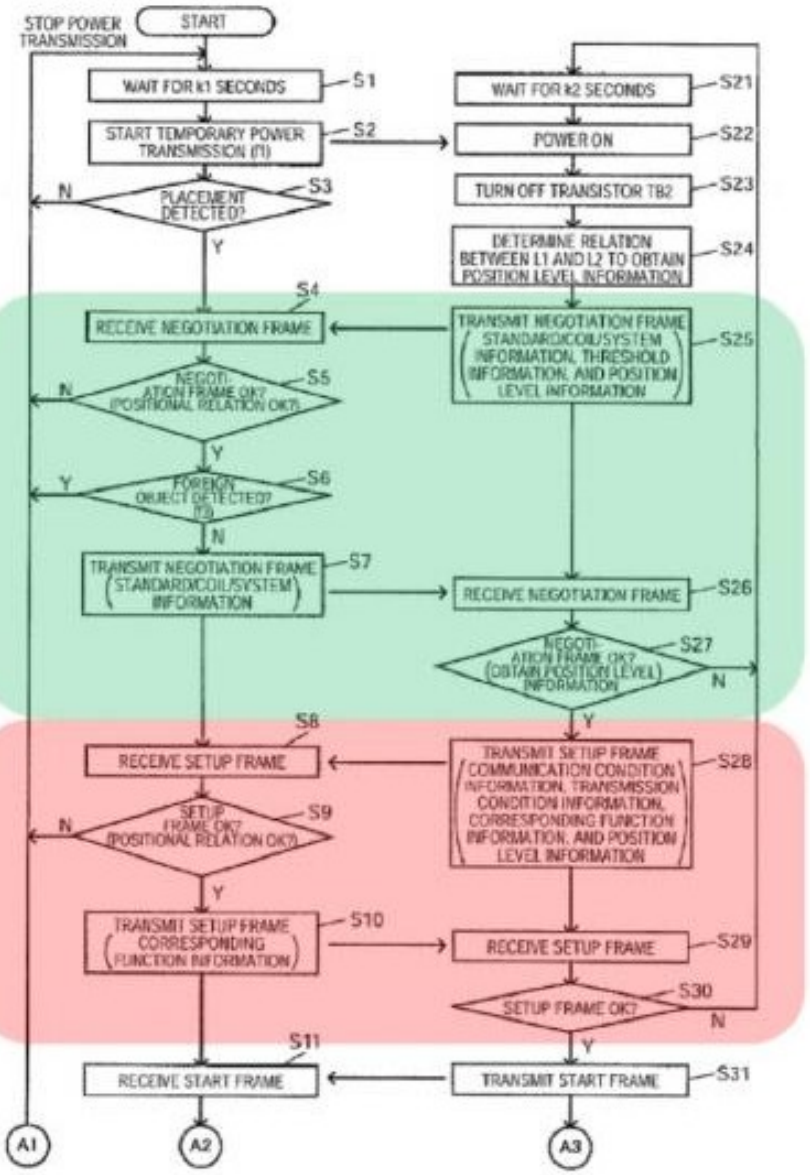
86. Against this background, US'319 sets itself the task of providing a power transmitter control device a power transmitter device, a power receiver control device, a power receiver and an electronic device that enable suitable data communication between a host on the power transmitter side and a host on the power 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 device in a contactless power transmission system that transmits power from the power transmitter device to a power receiver device by electromagnetic coupling of a primary coil to a secondary coil in order to supply the power to a load of the power receiver device. The power transmitter control device includes a controller that controls the power transfer control device, a host interface that communicates with a power transfer side host, and a register section that is accessible by the power transfer 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-side host via the host interface a communication request command that requests communication between the hosts in the register section. The controller transmits the communication request to the power receiving device (para. 9).

88. The power transfer control device comprises a host interface that communicates with the power-receiving host and the register section that is accessible to the power-receiving host via the host interface. If the power-receiving host requests the host interface writes a communication request command to the register section, the controller switches to the communication mode that performs inter-host communication, and the communication request command is transmitted to the power receiving device. In this way, according to the explanations in the description of US'319, contactless power transmission can be effectively used to perform suitable data communication between the host on the power receiving side (para. 10).

89. After a standby phase in which power transmission is stopped (para. 190, first sentence of the paragraph), the power transmitter side and the power receiver side enter a negotiation phase. A negotiation process takes place during the negotiation phase. Among other things, the power transmitter side and the power receiver side exchange information about standards/coils/systems to confirm whether the standards/coils/systems of both sides are compatible with each other or not. During the negotiation process, the power transmitter side and the power receiver side mutually confirm whether the information can be transmitted or not, whether a load condition of the power receiver side is appropriate or not (whether a foreign object has been detected or not), and the like (para. 191).

90. Figure 15 of US'319, reproduced below with colour highlighting added by Philips, is a flowchart showing 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 transmission side waits for k1 seconds (step S1), for example, and then performs a temporary power transmission before starting normal power transmission (step S2). Energy is transmitted to detect whether or not the electronic device is placed on a charger and, if it is placed on it, whether or not the device is placed in a suitable position. A frequency (a frequency for generating an operating clock/driving clock) is set to f1, for example (para. 224).

92. The temporary power transmission turns on the power receiver side (step S22) (para. 225). Next, the power receiver side determines the positional relationship between the primary and secondary coils L1 and L2, in order to

obtain position level information as position relationship information (step S24) (para. 226).

93. Regardless of the appropriateness of the position relationship, the power receiving side generates a negotiation frame to transmit it to the power transmitting side (step S25). In particular, 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 threshold value for load state detection), which is stored in the register section (53) of the power receiving side. In addition, 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 is determined whether the standard/coil/system information stored in the register section (23) of the power transmission side is compatible with the received standard/coil/system information or not. Furthermore, based on the position relationship information added to the negotiation frame, it is determined whether the position relationship between the primary and secondary coils L1 and L2 is sufficient. If this is affirmed, the power transmission side performs foreign object detection (para. 228).

95. In particular, the power transmission side sets the drive frequency to a foreign object detection frequency f3 in order to perform primary foreign object detection before the start of normal power transmission based on the threshold information (safety threshold information) received from the power receiving side, thereby determining whether or not the load condition of the power receiving side is appropriate (para. 229).

96. If it is determined in step S5 that the negotiation frame is inappropriate, or if it is determined in step S6 that a foreign object has been detected, the power transmitter side stops power transmission and returns to step S1.

97. Otherwise, the power transmitter side creates a negotiation frame to transmit the frame to the power receiver side (step S7). The negotiation frame includes, for example, the standard information, the coil information, and the system information stored in the register section (23) of the power transmitter side (para. 231).

98. The power receiving side receives the negotiation frame (step S26) to verify the frame (step S27). In particular, it determines whether the standard/coil/system information stored in the register section (53) of the power receiving side is compatible with the standard/coil/system information received from the power transmitting side. In addition, the suitability of the relative position between the primary and secondary coils L1 and L2 is determined again in order to obtain information about the position. If it is then determined that the negotiation frame is suitable, the power receiving side creates a setup frame in order to transmit the frame to the power transmitting side (step S28). The setup frame contains communication condition information, transmission condition information and corresponding function information together with the position level information. In this case, the communication condition information may be a communication method, a communication parameter and the like, and the transmission condition information may be information relating to a drive voltage and a drive frequency of the primary coil or the like. In addition

addition, the corresponding function information may be information specifying an additional function in each application. If the negotiation frame is unsuitable, the power receiver side returns to step S21 (para. 232).

99. When the power transmitter side receives the setup frame (step S29), it is checked (step S9). If the setup frame is suitable for the power receiver side, the power transmitter side creates a setup frame to transmit it to the power receiver side (step S10). If the setup frame is not suitable for the power receiving side, the power transmitting side stops power transmission and returns to step S1 (para. 233).

100. If the power transmitter side has transmitted a setup frame (because the setup frame was suitable for the power receiver side), the power receiver side receives it (step S30). If the received setup frame is suitable, the power receiver side creates a start frame to transmit the start frame to the power transmitter side (step S31). If, on the other hand, the setup frame is unsuitable, the power transmitter side returns to step S21 (para. 234).

101. When the start frame is transmitted, the transmitting side and the receiving side switch to a command branch. In other words, command determination is performed to branch a command into command processing according to various 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 there is no other command to be processed with priority (e.g., a communication request, an interruption, a power transmission stop, or a charge status confirmation 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. Based on the position level data and the received response command, the power transmission side checks 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 specified in the setup processing. Next, the power transmission side enables periodic authentication (step S45) to start normal power transmission (step S46).

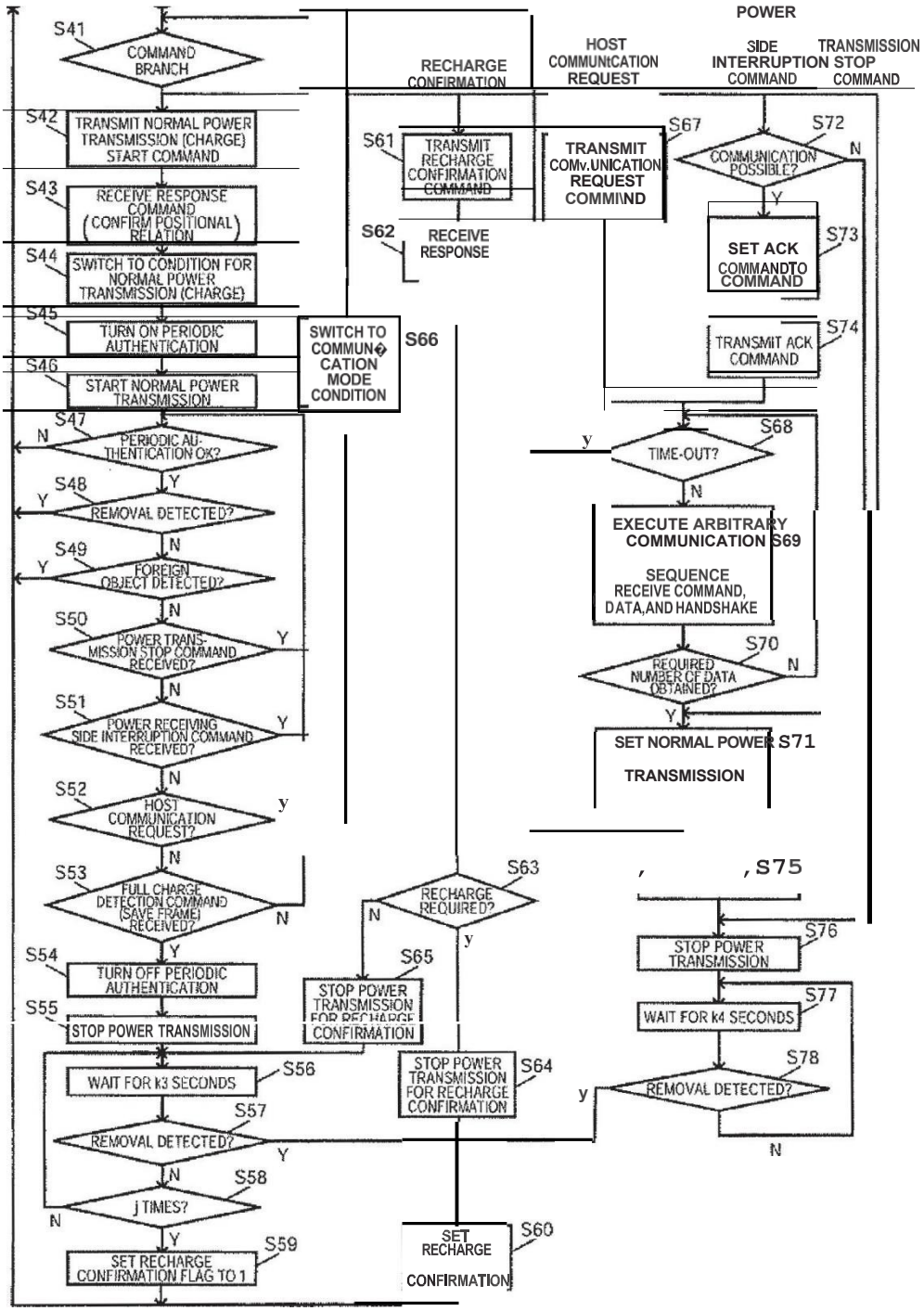


FIG.16

Approval of the new presentation?

103. While Belkin argued in the proceedings before the Court of First Instance (CFI) that feature 20.5 was disclosed by the fact that a setup frame was transmitted from the service recipient to the service provider during the setup phase, Belkin argued for the first time in the appeal proceedings that the repetition of the setup phase was the negotiation phase according to the contested patent.

104. According to Rule 222.2 of the Rules of Procedure, requests, facts and evidence not submitted by a party during the proceedings before the Court of First Instance may be disregarded by the Court of Appeal. There is no need to decide whether Belkin's submission is a submission in this sense; in any case, the submission must also be admitted in this respect. D2 was already the subject of the proceedings before the Local Chamber. Essentially, it is only a matter of a different understanding of disclosure passages in a document of the prior art on which Belkin had already based its argumentation in the first instance. Philips had sufficient opportunity to comment on the supplementary submission. Against this background, it is justified to admit the new submission.

Disclosure content of D2

105. D2 does disclose features 20.1 to 20.4. However, it fails to disclose features 20.5 to 20.7.

Disclosure of feature 20.5 – 20.7

106. Belkin unsuccessfully argues that repeating the setup phase discloses a negotiation phase as claimed in features 20.5 to 20.7

107. As explained in the interpretation of patent claim 20, the means provided in the power transmitter must be designed in such a way that the negotiation phase is only carried out after the mandatory configuration phase, i.e. only after an initial set of power transfer parameters has been selected for the power receiver and the power transmitter (feature 20.4.1). The setup phase begins again in D2 if the previous setup phase was unsuccessful because either 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 steps highlighted in green in Figure 15 above, a new 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. This is because it is nothing more than the ping phase mentioned in the contested patent, in which the power transmitter provides (at least temporarily) a power signal in order to enable the configuration phase in the first place (see paragraph 23 of the contested patent specification).

109. Accordingly, D2 also does not disclose any means for receiving a request to enter the requested negotiation phase and means for confirmation in accordance with features 20.6 and 20.6.1. In the absence of entry into a negotiation phase, no means for entering the negotiation phase are disclosed either (feature 20.7).

110. The setup phase (highlighted in red in Figure 15) is not initiated after the power transmitter has received a request to enter the negotiation phase and has accepted it by means of a confirmation indicating 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 setup phase is not initiated on the basis of a confirmation from the power transmitter (feature 20.6), but rather a setup frame is transmitted from the power transmitter to the power receiver, which then verifies the frame (paras. 233, 234).

b) Further main claims

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

3. Novelty over US 2020/0083012 ("US'012", D6)

a) Patent claim 20

113. The Local Chamber correctly assumed that patent claim 20 is also not prejudiced by D6 in terms of novelty.

Description of US'012

114. US'012 describes that in a conventional scheme, docking stations and mobile computer devices are connected via pluggable plugs/sockets (para. 4, sentence 1). Connectors limit the extent to which the shape of a device can be reduced in terms of thickness and/or other dimensions. As devices become smaller and smaller, it becomes increasingly difficult to take into account the size restrictions 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 exchange energy and data inductively. A device is capable of transmitting a power signal inductively to a second device and receiving feedback from the second device to regulate the power signal (para. 27).

116. A system or subsystem is described that includes two coils, one on each device. The two coils (302, 304) can be used to transmit energy and/or data in a signal (301) that is exchanged between the two devices. In addition, the transmission of energy or data can be bidirectional (para. 49). One embodiment can, for example, be implemented between a dock (power supply device) and an MCD (power receiving device / power receiving device) (para. 109). Inductive power transmission is based on pulse width modulation (PWM) of the power signal (para. 138).

117. As soon as the power receiving device is supplied with power, it sends packets via the inductive communication link (e.g. three packets) until a confirmation is received (step 1120). In step 1120, the power supply device confirms the other device and the power receiving device processes the confirmation (para. 110).

118. In step 1130, the power receiving device inductively transmits authentication information to the power supply device. Step 1132 provides for the power supply device to return corresponding authentication information (para. 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 issues between the two

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

120. In step 1150, the power supply device transmits information about its voltage /current 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 made by the power supply device in regulating the control of the receiving device. Accordingly, in step 1152, the power supply device receives the information and regulates its power output based on the determination of the demand or power levels of the power receiving device. The exchange of information forms a feedback loop that enables the power receiving device to signal power via the inductive connection as part of a process that is controlled based on the information provided by the power receiving device. In one embodiment, the information is transmitted via the inductive connection. In another embodiment, the information is transmitted via other communication media, such as
e.g. via an RF communication medium (para. 113).

121. Figure 12 is a state diagram of the operating state of a power supply device (e.g., a docking station for an MCD) in one embodiment. 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 enumeration between the two devices is complete. The modes of the power supply device correspond to the power-on initialisation mode (1210), the standby mode (1220), the authentication mode (1230, the
enumeration mode (1240) and operating mode (1250) (para. 115).

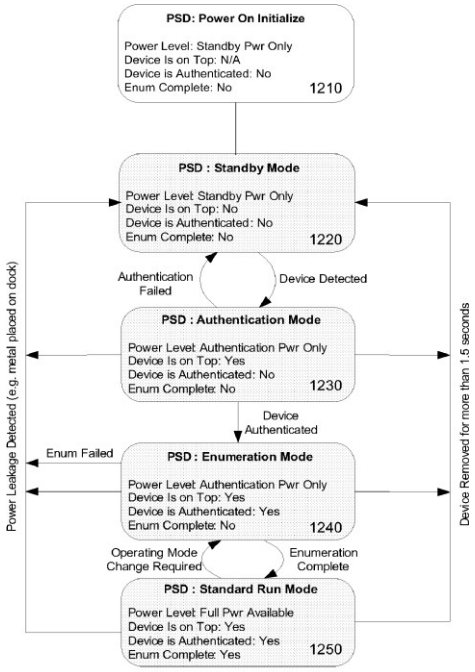


FIG. 12

122. In enumeration mode (1240), the power supply device has the following status: (i) power level for authentication mode, (ii) power receiving device present, (iii) power receiving device authenticated, and (iv) power receiving device NOT enumerated. Enumeration mode may fail, indicating a leak in the power supply. Otherwise, enumeration mode is complete and the device enters standby operating mode (1250). Enumeration mode may change or set the operating mode (120). In operating mode, the power supply device has the following state: (i) power level set by enumeration or protocol (full power available), (ii) power receiving device present, (iii) power receiving device authenticated, and (iv) power receiving device enumerated (para. 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 directly and unambiguously disclosed that the power transmitter comprises means for receiving a signal strength packet from the power receiver in order to initiate a mandatory configuration phase.

125. Belkin refers in this regard to paragraph 110, which reads as follows (translation): "In step 1110, the power supply device checks at regular intervals whether the power receiving device is inductively coupled. For example, the power supply device checks whether an inductively triggered charge has been triggered at its coil. The power supply device performs the check repeatedly at short intervals (e.g. 400 ms), using a fraction (e.g. 25%) of the PWM set in a small interval (e.g. 20

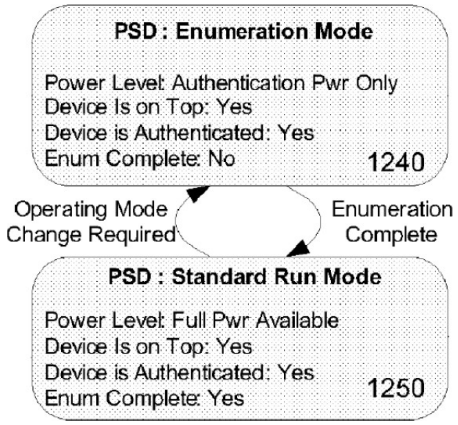
ms). In step 1112, the power receiving device is placed on or near the power supply device, and the power receiving device triggers an inductive signal at the power supply device. Once the power receiving device is supplied with power, it sends packets via the inductive communication link (e.g. three packets) until an acknowledgement is received (step 1120).

126. It is true that the power supply device checks whether the power receiving device is inductively coupled. However, this does not directly and unambiguously imply that a signal strength packet is received by the power transmitter, as paragraph 110 does not comment on the content of the packets.

Disclosure of features 20.5 to 20.7

127. Features 20.5 to 20.7 are also not disclosed.

128. Belkin argues that the skilled person would recognise that the "enumeration information" exchanged during the initial execution of the enumeration mode for setting the "standard run mode" as a power transmission operating parameter (this is the configuration phase) exchanged when the enumeration mode is first executed to set the "standard run mode" as a power transfer operating parameter is functionally and temporally distinct from the power transfer operating parameters ("enumeration information") exchanged when the enumeration mode is executed again to change the "standard run mode" (illustrated again by an excerpt from Figure 12) (this is the negotiation phase).



129. Belkin argues that when the "enumeration information" is exchanged for the first time to set the "standard run mode", a first set of power transfer operating parameters is selected. The skilled person would recognise that the enumeration information exchanged as power transmission operating parameters when the enumeration mode is performed for the first time to set the standard run mode differs functionally and temporally from the power transmission operating parameters that would be exchanged when the enumeration mode is performed again to change the standard run mode. In this context, a first set of power transmission operating parameters is selected when the enumeration information is exchanged for the first time to set the standard run mode.

130. The Local Chamber correctly assumed that D6 does not disclose that the re-execution of the enumeration mode is performed on the basis of a request to enter this

phase by the power receiving device and an accepting confirmation by the power supply device. How the return to enumeration mode is technically carried out and which device initiates it cannot be deduced from D6, in particular from the statement 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 unsuccessfully argues that confirmation within the meaning of features 20.6 and 20.6.1 can 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 by sending enumeration information. In doing so, Belkin fails to recognise that confirmation of the request to enter a negotiation phase, which is indicative of acceptance, cannot be equated with the exchange of power transfer parameters. According to feature 20.7, the exchange of power transfer parameters in the negotiation phase should only take place in response to the receipt of the request to enter the requested negotiation phase.

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

Disclosure of feature group 20.8.2

133. Furthermore, D6 does not directly and clearly show that the power transmitter receives a message from the power receiver in which at least one of the line transmission operating parameters is specified, and that the power transmitter responds with a message in which the at least one power transmission operating parameter is accepted. Paragraph 112 does describe that the information transmitted by both sides can be used to enable the devices to select (para. 112) or later change (para. 117) the power level or operation, functionality, communication protocol or other aspects for communication or energy transfer between the two devices. However, the details of how this works are not disclosed.

134. This applies in particular to paragraph 119, to which Belkin refers 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 clearly apparent from D6 that this passage refers to the "enumeration mode".

135. Contrary to Belkin's view, paragraph 120 of D6 also does not clarify that the confirmation can be both an ACK and a NACK message, depending on which bit is set. Paragraph 120 points out that, in one embodiment, the signal transmission protocol provides that the dock communication is 2 bytes long and uses FSK 110/125 kHz (to designate the values "1" and "0", respectively).
"0")." Paragraph 120 thus discloses a 2-byte message in which each of the bits can be a 1 or a 0. An accepting or rejecting confirmation is therefore not directly and unambiguously disclosed.

b) Further independent patent claims

136. No other assessment arises 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 rightly assumed that, based on the Qi standard in version 1.0, there was no reason for the skilled person to improve the known system while maintaining backward compatibility by adding a second communication layer for improved devices. Belkin rightly does not contest this.

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

a) Admissibility of the argument?

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

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

139. The new submission does not justify the lack of inventive step. With regard to the communication mode, D2 lacks the direct and unambiguous disclosure of features 20.4.1, 20.8 and 20.8.2. It is not apparent what reason the skilled person would have to add these features to the communication mode of D2.

Description of the communication mode of D2

140. As already explained in the context of novelty, D2 aims to provide a power transmitter control device, a power receiver control device, a power receiver and an electronic device that enable appropriate data communication between a host on the power transmitter side and a host on the power receiver side (para. 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 the embodiment enables communication between the host 2 on the power transmission side and the host 4 on the power reception side. In other words, while the conventional contactless power transmission system can only transmit ID authentication information, the embodiment shown in Fig. 2 can transmit application data or the like between a power transmitting device, such as the charger, and a power receiving device, such as a mobile phone, using contactless power transmission. This enables data communication between the devices while effectively utilising charging time or the like, thereby significantly improving user convenience (para. 99).

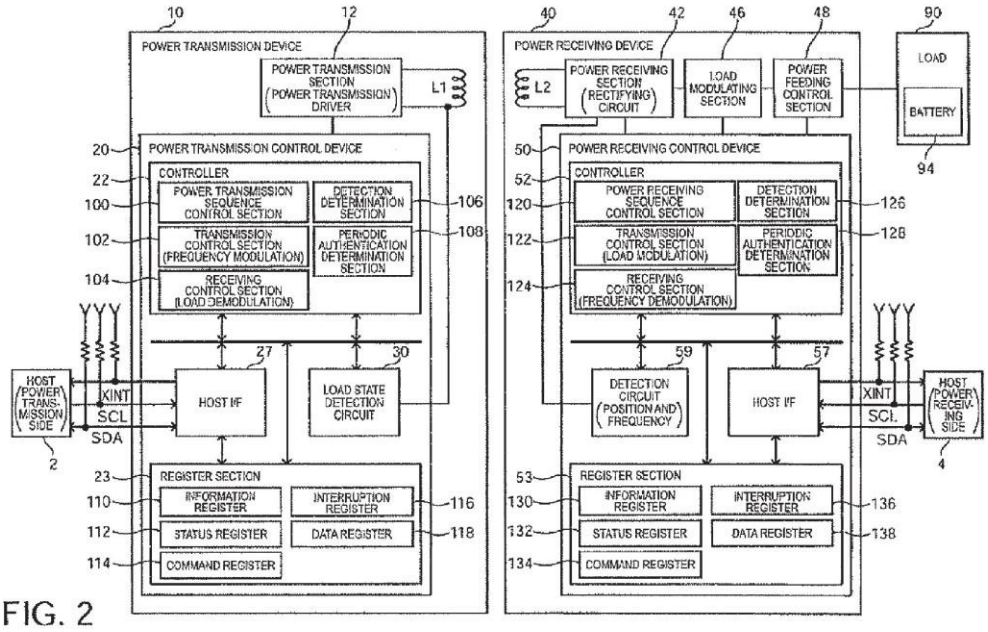


FIG. 2

142. Referring to Figure 16, for example, when it is determined in step S52 that a communication request has been made from host 2 on the power transmission side, a command branch execution is performed in step S41 to branch to communication mode processing by the host request. In the communication mode by the host request, the power transmission side transmits an OUT transmission command or an IN transmission command as a communication request command issued by the host 2 to the power receiving side (step S67). The power transmission side then waits for a response from the power receiving side and determines whether or not a timeout has occurred (step S68). If a timeout has occurred, 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 this is the case, the power transmission side sets the command to start normal power transmission (the charge start command) in the command register 114 (step S71) and returns to step S41. This allows a return from communication mode to normal power transmission mode (charge mode) (para. 245).

143. If it is determined in step S51 that an interrupt command (an INT command) has been received from the power receiving side, the command branch of step S41 branches the command to communication mode processing by the interrupt command. In communication mode, the interrupt command from the power receiving side first determines whether communication is possible in the current state (step S74), and if not, the process is forwarded to step S71. If communication is determined to be possible, the power transmission side sets an ACK command in the command register 114 to transmit it to the power receiving side (steps S73 and S74) and switches to the communication mode processing of steps S68 to S70 (para. 246).

Disclosure of features 20.4.1 and 20.8

144. This means that features 20.4.1 and 20.8 are not directly and unambiguously disclosed in communication mode. Belkin unsuccessfully argues that the communication parameters exchanged in communication mode are power transmission operating parameters. Rather, user data ("application data or the like", para. 99) is exchanged in communication mode. It is not disputed that, according to the contested patent, suitable communication parameters or protocols can be exchanged during the negotiation phase between the power receiver and the power transmitter (para. 134, line 37). However, it cannot be directly and unambiguously inferred from D2 that the user data exchanged between the two hosts relates to such communication parameters between the power receiver and the power transmitter. Nor can this be inferred from the reception of commands, data and handshakes referred to in paragraph 245.

145. The fact that the communication mode of D2 is not specifically aimed at exchanging power operating parameters is also evident in an example of implementation in which the control on the power receiver side receives the communication request after authentication has been completed and compatibility has been established (para. 103, 104).

Disclosure of feature 20.8.2

146. Nor is it apparent that the power transmitter is designed in such a way that it can respond to the transmission of data with a rejecting or 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", para. 142).

No suggestions for the patented solution

147. There are also no apparent 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 arises with regard to the further 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 submission on US'559 with reference to R. 263.2 VerfO. There is no need to decide whether the application of R. 263.2 VerfO is incorrect. In any case, the appeal is unsuccessful because the Local Chamber would not have reached a different conclusion if the submission had been admitted.

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

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

150. According to the description in D7, electronic mobile devices have become smaller and wireless, but their power requirements have not decreased. On the contrary, in some cases, the power requirements for mobile wireless devices equipped with new functions have

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

151. D7 sees 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 is desirable that accelerates the charging process for the wide variety and number of batteries in the multitude of wireless devices (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 with the coupled electronic device an agreed range of power parameters in which power is transferred to the device and delivers power within the agreed range of power parameters. In another embodiment, a rechargeable battery may be configured to negotiate with the coupled charger an agreed range of power parameters within which power is accepted from the charger and to accept power within the agreed range of power 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 characteristics. In one embodiment, an electronic device suitable for coupling with the example battery may include a magnetic component that emits magnetic fluxes with the correct strength and orientation. When an electronic device with the correct magnetic signature is brought close to an exemplary battery, the internal switch is closed 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 may initiate the handshake process, with the battery waiting for the handshake signal to be sent. In either case, the receiving entity (the handshake signal) – whether a battery or a device – may send an acknowledgement in response to receiving a request to negotiate. In this embodiment, the negotiation process can only continue if an acknowledgement is sent and received at step 710 (see Fig. 7). If no acknowledgement is sent and received at step 710, the battery and the electronic device can disconnect from each other at step 725. If a handshake acknowledgement is received, the negotiation process may continue, in which the battery and the electronic device negotiate to find a common range of acceptable power parameters with which they can operate (step 715) (column 24, lines 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 may begin to deliver power and the device may begin to receive power at the agreed parameters. If the

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

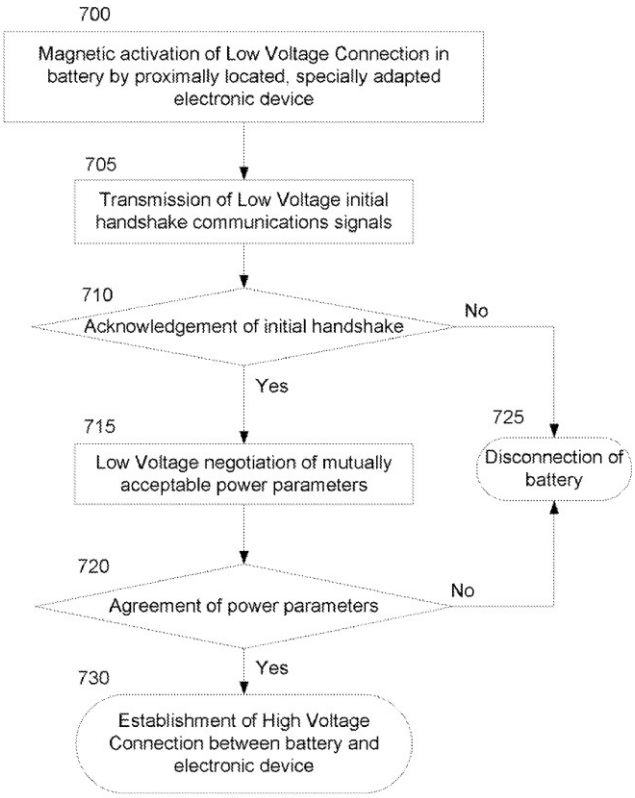


Figure 7

Disclosure of feature group 20.4

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

Obvious

158. Nor does D7 provide any suggestion that would suggest to a person skilled in the art to combine it with a mandatory configuration phase.

c) Further main claims

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

B. *Appeals by Belkin and Philips concerning the infringement action*

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

I. Binding nature of the reasons for the decision of the Regional Court of Düsseldorf

161. Belkin unsuccessfully argues in its appeal that a conviction of all defendants is already precluded by the recognition of the final judgment of the Regional Court of Düsseldorf pursuant to Art. 36 of the Brussels I Regulation. This judgment dismissed Philips' infringement action against Belkin GmbH and Belkin Limited concerning the German part of the disputed patent.

Subjective legal force

162. As the local chamber correctly pointed out, this recognition does not apply to Belkin International Inc. because it was not involved in the proceedings before the Regional Court of Düsseldorf.

163. Pursuant to Article 36(1) of the Brussels I Regulation, judgments given in a Member State are recognised in the other Member States. Mutual trust in the judiciary within the Union justifies automatic recognition without the need for a special procedure (see ECJ, judgment of 8 June 2023, C-567/21, ECLI:EU:2023:452 – *BNP Paribas SA/TR,* para. 45).

164. Recognition is intended to "give decisions the effects they have in the State in whose territory they were given" (ECJ *BNP Paribas SA v TR*, paragraph 47, referring to the report by P. Jenard on the Brussels Convention, OJ 1979, C 59,
p. 44). Belkin unsuccessfully invokes the earlier judgment of the European Court of Justice in *Gothaer Allgemeine Versicherung* (judgment of 15 November 2012, C-456/11, para. 40) in support of the contrary view. That judgment concerned a decision that had been made in accordance with common rules of jurisdiction under EU law. Such decisions are subject to their own rules (ECJ, *Gothaer Allgemeine Versicherung*, paragraph 42).

165. German law is therefore decisive for the effect of res judicata. According to Section 325(1) of the German Code of Civil Procedure (ZPO), a final judgment is generally binding on and against the parties. The conditions under which res judicata may exceptionally be extended to third parties are not met in this case.

Objective legal force

166. The Local Chamber assumed that Article 36 of the Brussels I Regulation did not preclude a judgment against Belkin GmbH and Belkin Limited, as the actions of these companies on the territory of the Federal Republic of Germany were not the subject of the action before the Regional Court of Düsseldorf. The final judgment only concerned actions within the territory of the Federal Republic of Germany. The Local Chamber applied Article 36 of the Brussels I Regulation with regard to the defendant managing directors only to acts relating to the territory of the Federal Republic of Germany and dismissed the action only to that extent.

167. Belkin unsuccessfully challenged this. Contrary to Belkin's opinion, the res judicata effect only covers the operative part and not the reasons underlying the operative part and thus the interpretation of the patent.

168. According to the relevant German civil procedure law (see paras. 164-165), the res judicata effect of the judgment of the Regional Court of Düsseldorf does not cover the interpretation of the patent. According to Section 322(1) of the German Code of Civil Procedure (ZPO), judgments are only res judicata insofar as they decide on the claim raised by the action or counterclaim. Res judicata is thus limited to the immediate subject matter of the dispute, i.e. to the legal consequence which, on the basis of a specific set of facts, forms the subject matter of the decision at the end of the oral proceedings. The determination of the preliminary legal relationships or other preliminary questions on which the decision is based, from which the judge draws the conclusion as to the existence or non-existence of the legal consequence claimed by the plaintiff, does not become legally binding (Federal Court of Justice, judgment of 10 April 2019, VIII ZR 12/18, NJW 2019, 2308 marginal no. 30 with further references)

169. Even if one were to follow Belkin's opinion and thus consider the main reasons for the Regional Court's judgment to be covered by its legal force, this would not lead to a different result in this case. In any case, until the entry into force of the EPGÜ, a European patent was subject to the national law of each of the contracting states for which it had been granted, as can be inferred from Art. 2(2) and Art. 64(1) EPC. Consequently, any action for infringement of a European patent, as can be inferred from Art. 64(3) EPC, had to be examined on the basis of the relevant national law applicable in each of the states for which the patent had been granted and was effective (see ECJ, judgment of 13 July 2006, C-539/03 ECR 2006, I-6535, *Roche Nederland* and others, paras. 29 and 30; judgment of 12 July 2012, C-616/10, ECLI:EU:C:2012:445, *Solvay v Honeywell* and others, para. 26). If the decisions of the national courts do not concern the same national parts of the patent, they do not concern the same legal and factual situation (see ECJ, *Roche Nederland,* paras. 27 and 31; *Solvay/Honeywell* and others, para. 25). The assessment of the factual and legal situation by the court first seised therefore has no effect on the assessment of the different factual and legal situation by the court last seised.

170. Nor does Article 34 EPCG provide for any deviation from this. According to this provision, in the case of a European patent, the decisions of the court apply to the territory of those Contracting Member States for which the European patent has effect. Belkin unsuccessfully argues that it necessarily follows from the interaction between Article 34 EPC and Article 36 Brussels I Regulation that if the interpretation is binding on one Member State, that interpretation must be applied to all Contracting States in which the contested patent is in force. Article 34 EPCU only concerns the territorial scope of decisions of the Unified Patent Court and has no influence on the legal force of a decision of a national court of a contracting member state. In particular, it cannot be inferred from Article 34 EPCU 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. It follows from Article 34 EPCU only that prohibition orders issued by the Unified Patent Court generally apply to all contracting member states. However, this does not apply without restriction. In special circumstances, such as in the case of a territorial limitation of the action (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 by a court of a Contracting Member State precludes a decision by the Unified Patent Court for the territory of that Contracting Member State. In this case, the territorial scope of an injunction issued by the Unified Patent Court cannot extend to the territory of that Contracting Member State . However, this does not mean that an injunction is also excluded for other Contracting Member States.

II. Infringement of patent claim 20

171. Contrary to Belkin's view, the contested embodiments make use of patent claim 20.

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

173. The current Qi standard, which is met by the contested embodiments, specifies in section 5.1.2.3 that when the power transmitter receives a configuration packet sent by the power receiver with a value of 1 in the "Neg" field, it sends an acknowledgement message and then enters the negotiation phase. This transmits an accepting acknowledgement message within the meaning of feature group 20.6. As explained above, it is not necessary for rejection messages to be sent as well. Rather, it is sufficient for the acknowledgement message to be recognised as a confirming message by the power receiver.

174. The fact that the acknowledgement message is recognised by the service recipients as the request acceptance message in accordance with the current QI standard is evident from the fact that they enter the negotiation phase after receipt.

III. Final decision pursuant to Art. 63 EPGÜ

175. The Local Chamber rightly ordered the defendant companies to cease the patent-infringing activities. Belkin successfully challenged the injunction against the defendant managing directors.

1. General principles

176. If a patent infringement is established, the court may, pursuant to Art. 63(1) EPC, 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 legitimacy/infringer status of the direct actor (principal infringer)

177. Article 63(1) EPC does not define who is an infringer within the meaning of this rule. Since a European patent, as in the present case, grants its proprietor the right under Art. 25 EPC to prohibit third parties from carrying out the acts of use specified therein, the "infringer" within the meaning of Art. 63(1) EPC is in any case the principal infringer, i.e. the person who carries out these acts of use himself.

178. The court may issue an order against such a principal infringer pursuant to Art. 63 EPCU without the principal infringer's knowledge of the patent infringement or fault being required.

179. Article 63 EPC in conjunction with Article 25 EPC aims to provide the patent proprietor with a legal instrument that enables him to prohibit any use of the invention by a third party without his consent and thus to terminate it immediately. Only a third party who has direct or indirect control over the act of use is actually in a position to terminate the use and thus comply with the prohibition (cf.

trademark law, Art. 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,* paras. 38-39).

b) Passive legitimacy/infringer status of accomplices, instigators and accessories

180. A "infringer" within the meaning of Article 63 EPC in conjunction with Article 25 EPC is also someone who does not themselves commit the acts referred to in Article 25 EPC, but to whom the acts of the principal perpetrator are attributable because they are an instigator, accomplice or accessory. This is the result of an autonomous interpretation of the provisions, taking into account their purpose (cf. the rules of interpretation applicable to the EPC as an international treaty: Article 31 VRC; EPG Court of Appeal, order of 2 June 2025, UPC_CoA_156/2025, APL_8790/2025, para. 23, *XSYS/ESKO)*.

181. According to Art. 63(1) sentence 1 EPC, the final order may be issued against the "infringer". According to its wording, the provision is not only directed against those who use the patented invention in accordance with Art. 25 and 26 EPC. 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 PatG may be sued for injunctive relief by the injured party if there is a risk of repetition.

182. The purpose of the provisions also supports this interpretation of Article 63(1) EPC and Article 25 EPC. The effective enforcement of patent law requires that the order pursuant to Article 63 EPC can be issued against anyone who can be attributed with the acts of use pursuant to Article 25 EPC and Article 26 EPC.

183. Article 63 EPC thus allows a final order to be issued against the person who commissioned the acts of use (see ECJ, judgment of 3 March 2016, C 179/15, *Daimler/Együd Garage Gépjárműjavító és Értékesítő* Kft, para. 34). The same applies to those who incited the infringer to commit the acts of use.

184. An injunction against an accomplice is also possible. Complicity requires that the perpetrators of the infringing act work together on the basis of a joint plan.

185. An autonomous interpretation of Article 63 EPCU also gives rise to the liability of the accomplice. An accomplice is someone who supports the acts of use by the third party even though they were aware of the patent infringement. Awareness of the patent infringement does not only require that the accomplice be aware of the circumstances giving rise to the patent infringement. Rather, awareness of the unlawfulness is also required.

186. Such liability on the part of those who aid and abet the infringement is recognised in many contracting member states. If the legislator had wanted to waive such liability, a clarification would have been appropriate.

187. Nor can it be assumed that no clarification was provided because the liability of accomplices, instigators and assistants is assessed under the respective national law. Only where there are gaps and no conclusive provision has been made can national law be invoked in accordance with Article 24(1)(e) EPC. The EPC contains a unified civil law in Articles 25, 63 and 64 EPC, 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) sentence 1 EPC allows recourse to the intermediary does not mean that the assistant's liability under Article 63(1) sentence 1 is excluded. Since an intermediary is liable even if they are unaware of the existence of a patent infringement, a person who fulfils the requirements of an assistant and is therefore necessarily aware of the patent infringement must be liable all the more so.

c) Passive legitimacy/infringer status of managing directors

189. According to the principles outlined above, a managing director may also be liable for patent infringement as an instigator, accomplice or assistant under Article 63 EPC in conjunction with Article 25 EPC. Neither Article 63 EPC nor Article 25 EPC 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 a co-perpetrator or accomplice to a patent infringement. In particular, a claim against the managing director as a co-perpetrator or accomplice is excluded if he has no control over the actions.

191. Company law does not preclude the managing director from being held liable as an accomplice or accessory. The purpose of a limited liability company is to limit the personal liability of its shareholders. If the managing directors are shareholders, they are only liable for the company's debts to a limited extent. This limitation of liability arises from their status as shareholders, but not from their position as managing directors. The managing director as such does not require any limitation of liability for claims against the company.

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

193. Nor do the principles of legal certainty preclude a claim against the managing director as an accomplice or accessory.

194. In many legal systems of the contracting Member States, it is possible to hold the managing director liable for injunctive relief and damages (see only Federal Court of Justice, 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, ÖBl 1980, 18 [Annex BP20]). Against this background, reliance on the fact that recourse to the managing director is excluded under Article 63 EPCU or Article 68 EPCU is not worthy of protection.

195. The managing director's liability depends on whether the acts under Art. 25 EPGÜ can be attributed to him as an instigator, accomplice or accessory. 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 situation for absolutely protected rights of third parties. Since national law is not applicable, Philips unsuccessfully invokes the relevant case law of the X Civil Senate of the Federal Court of Justice (BGH, GRUR 2016, 257 – Glasfasern II). It is true that a company that manufactures technical products or imports them into the domestic market must check whether its products or processes fall within the scope of protection of patents before commencing this activity. However, this obligation on the part of the company applies to the company itself, in this case the limited liability company (GmbH),

but not the managing director personally. The managing director's liability for patent infringements by the company solely on the basis of his general management, control and organisational duties is therefore ruled out.

197. In view of the fact that such far-reaching liability on the part of the managing director is not recognised in all contracting Member States (see 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 member state and participated in the EPGÜ, such far-reaching liability on the part of the managing director would have required an explicit provision by the legislator for reasons of legal certainty alone. The need for an explicit provision is also supported by the fact that, in view of the uncertainties regularly associated with the question of the validity of the patent and its infringement, such liability for the managing director involves an incalculable risk, particularly for companies such as Belkin, which operate in a field of technology where a large number of patents with different subjects are in force.

198. The managing director can only be held liable if the action complained of goes beyond the typical duties of a managing director. This applies in particular in cases where the managing director deliberately uses the company to commit patent infringements. However, this is also the case if the managing director knows that the company is infringing a patent and – although it is possible and reasonable for him to do so – fails to take action to stop the patent infringement.

199. Knowledge of the patent infringement does not only require that the managing director is aware of the circumstances giving rise to the patent infringement. Rather, as with any accomplice (see above), awareness of the illegality of the act of use is also required. If the managing director seeks legal advice on the question of a patent infringement, he can generally rely on this advice until a first-instance decision establishing his company's patent infringement has been issued.

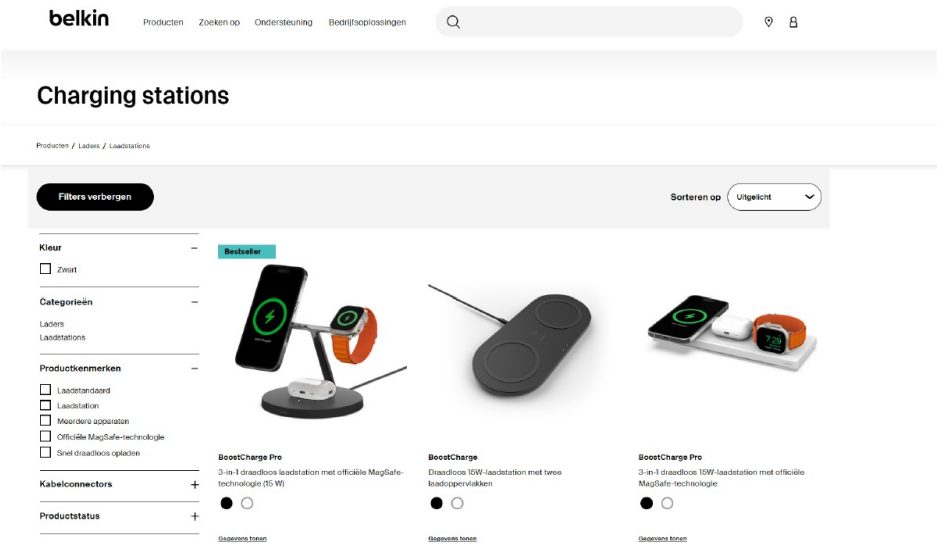
200. The concern expressed by Philips in the oral hearing that a final injunction prohibiting the patent-infringing company from infringing the patent could be circumvented by a managing director using another company to infringe the patent is taken into account by the fact that, in this case, a provisional measure can be imposed on the managing director without his being heard, in accordance with Rule 212 of the Rules of Procedure.

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

201. Belkin unsuccessfully objects to the fact that a prohibition order has been issued against Belkin International Inc. with regard to Italy, France and the Netherlands.

Offering activities of Belkin International Inc.

202. Belkin has admitted that Belkin International Inc. is the owner of the domains. These include the website www.belkin.com and the country-specific TLD subpageswww.belkin.com/nl ,www.belkin.com/fr andwww.belkin.com/it . The contested embodiments were advertised on these websites, as can be seen from the Dutch website reproduced below as an example.



203. This advertising of the contested embodiments already constitutes an offer within the meaning of Article 25 EPC.

204. Belkin therefore unsuccessfully argues that the Italian, French and Dutch websites do not operate an online store where the contested embodiments can be purchased directly.

205. The term "offering" within the meaning of Article 25(a) EPCU must be interpreted autonomously. The prohibition on offering patent-infringing products is intended to cover acts prior to the conclusion of contracts which may result in the patent proprietor losing business. Therefore, offering must be understood in an economic sense and not based on the legal understanding of a binding contractual offer. It therefore does not need to contain all the details that would be necessary for the immediate conclusion of a contract by mere acceptance of the offer. It is sufficient to present an item in such a way that viewers can make an offer to purchase, e.g. to conclude a purchase, rental or lease agreement. This therefore already covers the "invitatio ad offerendum". It is therefore not necessary to specify a price.

206. In addition, the websites mentioned include MediaMarkt and Amazon ("amazon.nl", "amazon.it") are listed as online sources of supply. This encourages users of the sites to purchase the contested embodiments there. Anyone who offers the delivery of a patented product by another party is also offering it. Belkin unsuccessfully argues that it is beyond Belkin's control whether the suppliers referred to on the websites actually offer the contested embodiments. The concept of offering does not depend on a willingness or ability to deliver.

207. Since Belkin International Inc. is the owner of the domains, a normally informed and reasonably attentive internet user could believe that it is Belkin International Inc. that is making the offer. Belkin International Inc. is also in a position to cease the act of use. Contrary to Belkin's submission, it is therefore irrelevant that Belkin Limited is internally responsible for the distribution of the contested embodiments.

Late submission

208. Belkin unsuccessfully argues that the submission substantiating acts of use in contracting states other than Germany was made for the first time in the reply and was therefore too late. The submission on which the Court of Appeal bases an offer by Belkin International Inc. is undisputed. Undisputed submissions cannot generally be rejected on the grounds of delay. This is because they do not delay the proceedings by necessitating the taking of evidence. If, as in this case, the other party has sufficient time to verify the accuracy of the submission, its rights of defence are not unreasonably restricted by the delay.

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

209. The Local Chamber based Belkin Limited's passive legitimacy on, among other things, the fact that it 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 sold in France, Italy, the Netherlands and Sweden. This constitutes a putting into circulation within the meaning of Article 25(a) CPVO. Putting into circulation means any activity by which the subject matter of the invention is transferred to the control of a third party.

210. Belkin does not contest the accuracy of these findings by the Local Chamber in its grounds of appeal. Belkin merely asserts that the Local Chamber took into account a late submission because Philips had first referred to Belkin's sales activities outside Germany in its reply.

211. This complaint is unsuccessful. Philips already argued in the statement of claim that the defendant companies offer the contested embodiments in the EPC member states (statement of claim, p. 13). With regard to Belkin Limited, Philips did not merely argue that the contested embodiments are distributed at least in Germany via the online shop it operates, but also that Belkin Limited, as the responsible company, is indicated on the devices themselves, the packaging and the warranty statement, and that, according to the declaration of conformity submitted, it acts as a "notified body" and establishes the marketability of the contested embodiments in the EU. Philips concluded from this that Belkin Limited was willingly and knowingly participating in the distribution of the contested embodiments in the other member states of the EPGÜ as well (statement of claim, p. 16). It is true that, as Belkin complained in its statement of defence, the statement of claim only referred to specific acts of use by the Belkin Group in Germany. However, the blanket assertion of offers outside Germany and the general statement on participation in distribution within the other Member States were sufficient.

212. However, a party making an assertion of fact must substantiate it in the required form if it is disputed or likely to be disputed by the other party. This obligation to facilitate proceedings follows from paragraph 7 of the preamble to the Rules of Procedure. According to this, the proceedings must be conducted in such a way that the final oral hearing on infringement and legal validity in the first instance can normally take place within one year. Accordingly, Rule 171.1 of the Rules of Procedure provides that a party making a factual allegation which is contested or likely to be contested by another party must indicate the evidence for that allegation. The same must apply to the substantiation of the factual submission.

213. However, Philips had no reason to consider it likely that Belkin would dispute Belkin Limited's support for distribution activities outside Germany. In its statement of claim, Philips had already submitted an image of the product packaging of the contested embodiments (Exhibit BP-1k), which contains warranty statements for France, Italy and Sweden. Against this background, Philips did not have to expect Belkin to dispute Belkin's corresponding distribution activities.

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

214. The Local Chamber rightly justified Belkin GmbH's liability for use of the patent outside Germany on the grounds that an employee of Belkin GmbH was responsible as "Head of Amazon Channel EU" for maintaining business relations with Amazon, in particular with regard to the expansion of sales in Central Europe. Thus, this employee's sales activities did not relate solely to Germany. This was not disputed by Belkin with the necessary substance. Since Amazon offered the contested embodiments in France, Italy and the Netherlands in any case, according to the above statements, the Local Chamber was also entitled to assume, in the absence of other evidence, that these sales activities also affected the contested embodiments.

215. The alleged mere status as "formal employer" of Belkin GmbH does not exclude its liability.

216. Belkin unsuccessfully argues that Philips' corresponding submission was only made in the reply and was therefore late. Since Belkin did not substantiate its objection to Philips' submission 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 in accordance with Rule 171.1 of the Rules of Procedure. As explained, a complaint of delay with regard to undisputed facts is unsuccessful.

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

217. The Local Chamber correctly extended the injunction to Belgium, Finland and Austria. In principle, the injunction covers all contracting Member States in which the patent is effective. An exception 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 Art. 63 EPGÜ against the defendant managing directors

a) Recourse as intermediaries

218. Belkin successfully challenges the Local Chamber's view that the managing directors are liable for the infringements because they are intermediaries. As the Court of Appeal ruled in its order of 29 October 2024 (UPC_CoA_549/2024, APL_51838/2024, App_53031/2024), a managing director of a company cannot be a "third party" in relation to that company and therefore cannot be an intermediary of that company within the meaning of Art. 63 EPGÜ and Art. 11 of Directive 2004/48.

b) Claim as infringer

219. Nor is there any objection to the Local Chamber's rejection of the liability of the defendant managing directors as co-perpetrators. In this respect, Philips' appeal had to be dismissed.

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

221. Philips unsuccessfully argues that the first defendant had already been notified of the patent infringement in September 2021 when the claims in the parallel German proceedings were served on Belkin GmbH, and that all of the defendant managing directors had been notified of the patent infringement when the claim in these proceedings was served. As explained above, a notification by the patent holder to the managing director is generally not sufficient to provide the latter with the necessary knowledge of an unlawful patent infringement if, as in this case, he seeks legal advice from a solicitor or patent attorney and the latter concludes that there is no patent infringement. In addition, according to the understanding of the Regional Court of Düsseldorf and the Federal Patent Court, feature 20.6.1 ruled out patent infringement. The defendant managing directors were also entitled to rely on this assessment.

222. Philips' submission does not indicate that the defendant companies continued to commit the alleged acts after the decision on the main issue was issued.

IV. Liability for damages of the defendant companies

223. The final decision of the Local Chamber stands insofar as it established, pursuant to Art. 68(1) EPC, the obligation of the defendant companies to compensate Philips for all damages incurred and to be incurred as a result of the patent infringement since 28 December 2016. The Local Chamber assumed 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 the above that the award of provisional damages to be paid by the defendant companies in accordance with 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, the defendant managing directors are not liable for damages. In this respect, Philips' appeal must be dismissed.

VI. (Electronic) information

226. The established infringement of the contested patent justifies the obligation of the defendant companies to provide information as ordered by the Local Chamber pursuant to Art. 67(1) EPC. As the Court of Appeal ruled in the penalty payment proceedings initiated against the defendant companies, the application under Article 67(1) EPCU to order the provision of information must, as a rule, specify the deadline for providing the information (UPC_CoA_845/2024, APL_68523/2024, UPC_CoA_50/2025, APL_3697/2025, para. 39). In this regard, there was no

no reason to do so in this case, as the relevant deadline had already been set in the penalty payment proceedings.

227. Insofar as Philips requests that the obligation to provide information be supplemented to the effect that the information must be provided in a complete, orderly and self-explanatory list in electronic, machine-readable form, this constitutes an extension of the claim made for the first time in the appeal proceedings. As can be seen from the order of 30 May 2025 concerning enforcement of the information title, Belkin is free, according to the current version 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 para. 83).

228. Pursuant to R. 263.2 of the Rules of Procedure, subject to paragraph 3, leave shall be refused if the party requesting the amendment cannot satisfy the Court, taking all circumstances into account, that (a) the amendment in question could not have been made earlier with due diligence and (b) the amendment does not unduly prejudice the other party in the conduct of the proceedings. Pursuant to R. 222.2 CPR, the Court of Appeal may disregard applications, facts and evidence that were not raised by a party during the proceedings before the Court of First Instance. In exercising its discretion, the court shall take into account, in particular, (a) whether a party wishing to introduce new arguments can justify that these new arguments could not reasonably have been introduced during the proceedings before the court of first instance, (b) the relevance of the new arguments to the appeal decision, (c) the attitude of the other party towards the introduction of the new arguments.

229. The relationship between Rule 222.2 of the Rules of Procedure and Rule 263.3 of the Rules of Procedure can be left open. The extension of the action is not permissible under either provision. The following reasons are decisive in this regard: Since Article 67(1) EPCU is silent on the form of the information, Philips already had reason in the first instance to raise the question of the scope of the information owed and, at least in the alternative, to file a motion clearly stating the obligation to provide electronic information. The fact that Belkin has already provided at least part of the information in written form is of considerable importance. Belkin cannot be expected to provide the information again in electronic form.

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

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

1. Legal framework

230. Pursuant to Article 64(1) of the EPC, the court may, at the request of the applicant, order that, inter alia, in respect of products which it finds to be infringing a patent, appropriate measures be taken, without prejudice to any damages that may be claimed by the injured party for the infringement and without compensation of any kind. According to Article 64(2) EPC, these measures also include the measures requested by Philips, namely the recall of the products from the distribution channels (b), the final removal of the products from the distribution channels (d) and the destruction of the products (e).

231. When examining an application for remedial measures, the court shall, in accordance with Article 64(4) EPC, take into account the requirement of proportionality between the seriousness of the infringement and the remedial measures to be ordered, the willingness of the infringer to bring the material into a non-infringing state, and the interests of third parties.

232. Contrary to Belkin's view, the wording of the provision ("may" or "peut") does not merely confer on the court the power to grant the measures requested. The court therefore has no discretion. Rather, Article 64 EPCU grants the patent proprietor a civil law claim to the measures mentioned, provided that this is not precluded by reasons of proportionality. Article 64 EPCU 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: 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 infringer were not available (Recital 7). The Enforcement Directive was intended to approximate these legal provisions in order to ensure a high, equivalent and homogeneous level of protection for intellectual property in the internal market (Recital 10). This high level of protection can only be guaranteed if the remedies of recall, removal from the distribution channels and destruction are the norm. Only if the measures are disproportionate, which may be the case, for example, if the infringement is minor or if the infringer is willing and able to eliminate the infringing nature of the product, can they be ruled out. However, all circumstances of the individual case must always be taken into account. For example, an infringement that can be classified as serious may justify ordering recall, removal from distribution channels and destruction even if the infringer is willing and able to eliminate the infringing characteristic of the product.

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

2. Application in the specific case

234. The Local Chamber assumed that there were no indications that the recall and removal from the distribution channels could be proportionate, and that the same applied to destruction.

235. Philips successfully challenged this.

236. Contrary to Belkin's opinion, Philips was not obliged to present the weighing criteria in detail. As explained, the ordering of the aforementioned remedial measures is the norm. The infringer therefore bears the burden of proof and demonstration of the lack of proportionality. This is also supported by the fact that the disadvantages for the infringer resulting from the requested remedial measures (i.e. the severity of the interference with customer relationships, in particular its consequences) are generally unknown to the patent holder bringing the action. The same applies to the infringer's willingness to bring the material into a non-infringing state and to the interests of third parties. Only when the infringer has fulfilled its burden of proof and presentation in this respect is it incumbent on the patent holder bringing the action to respond to this submission.

237. In view of the above, the requested remedial measures must be ordered. Even in the appeal proceedings, Belkin did not present any specific circumstances as to why these measures are disproportionate in this particular case, but merely made a general statement that these

remedial measures are generally very burdensome for the infringer. Belkin has therefore already failed to satisfy its burden of proof and presentation.

238. Due to Belkin's burden of proof, there was no need to admit the new arguments put forward by Philips in the appeal proceedings.

3. Penalty payments

239. According to Rule 354.3 of the Rules of Procedure, decisions and orders of the Court may provide for repeated penalty payments payable to the Court in the event that a party fails to comply with the terms of the order. The amount of these payments shall be determined by the Court in view of the importance of the order in question. The Court of Appeal considers the maximum penalty payment requested by Philips to be appropriate.

4. Time limit

240. As with an application for an order to disclose information (see para. 226 above), the plaintiff's applications for an order to recall the products from the distribution channels (R. 64(2)(b) VerfO), for the final removal of the products from the distribution channels (R. 64 (2) d) VerfO) and the destruction of the products and/or the relevant materials and equipment (R. 64 (2) e) VerfO) must, as a rule, contain the deadline (running from the notification pursuant to R. 118.8 sentence 1 VerfO or, in proceedings concerning the ordering of interim measures, from the service of such an order) by which the necessary measures must be completed. The time limit must therefore be set in the decision or in the final order. Philips' applications do not comply with this. The Court of Appeal refrained from issuing a corresponding notice to Philips, as this might have required new submissions from both parties, which the Local Chamber would not have been able to deal with, and the corresponding time limit can be set in the enforcement proceedings. If no deadline is set in the final order or decision, it is up to the plaintiff to set a deadline for the defendant to take the aforementioned remedial measures by notifying the defendant of its intention to enforce the order in accordance with Rule 118.8 of the Rules of Procedure.

C. Costs and value in dispute

241. The decision on costs is based on Art. 69(1), (2) EPGÜ, R. 118.5 VerfO. The infringement action was only successful in respect of three of a total of six defendants. This results in a 50% loss ratio for Philips in respect of the infringement action
%. This justifies a corresponding proportion of the costs in the infringement proceedings in accordance with Art. 69(2) EPGÜ. Insofar as Philips has been unsuccessful in its extension of the action with regard to the request for electronic information, this is a relatively minor excess claim which, moreover, did not incur any additional costs (see Court of Appeal, order of 30 April 2025, UPC_CoA_768/2024, APL_64374/2024, Insulet/EOFlow, para. 135).

242. It is not necessary to specify the upper limit set by the Administrative Committee in accordance with Art. 69(1) EPGÜ, R. 152.2 VerfO in the operative part of the main decision. The fact that costs are only reimbursable up to the specified upper limit follows from Art. 69(1) EPGÜ.

DECISION:

I. The appeals lodged by the parties are upheld and the final decision ("main decision") of the Munich Local Chamber of 13 September 2024 in letters D., E., H. and J. of the operative part is set aside. Letters D., E and H. are reworded as follows:

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

E. All actions of Belkin GmbH and Belkin Limited and the legal consequences of such actions within the territory of the Federal Republic of Germany are excluded from the decision pursuant to sections B.I and II. and sections C. and D.

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

II. Philips' application for leave to extend the action with regard to the provision of information in electronic form is 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 in both instances as a result of the infringement action, including the costs relating to the application for a suspensive effect.

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

Issued on 3 October 2025

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Rian Kalden, legally qualified judge and presiding judge

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