

Cost Decision (R. 150 RoP)  
of the Court of First Instance of the Unified Patent Court  
Issued on 7 May 2026  
Concerning EP 3 732 827

HEADNOTES

1. Waiving rights, and specifically waiving rights to request compensation, necessitates an explicit statement from the holder of such right. As such the fact that a party would have admitted the other party to be the “*successful party*” in first instance proceedings in the R. 353 RoP proceedings does not imply that the first party waived his right for compensation in R. 150 RoP proceedings as a “*partial successful party*”.
2. If the Court were to accept a decrease of the applicable ceiling based on the “*partial success*”, it would be unreasonable to compensate the costs, incurred by the “*partially successful party*”, by deducting these costs from an already reduced ceiling.
3. If costs of “*interpreters to follow the proceedings*” were incurred in application of R. 109.4 RoP, they are excluded as “*costs of the proceedings*” (R. 109.5. RoP).
4. If no arguments are made regarding a specific costs for which reimbursement is requested, the request should be considered accepted.

KEYWORDS

Cost-Decision – Partial success – Waiving of Rights

APPLICANTS

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**YEALINK (EUROPE) NETWORK TECHNOLOGY BV**

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“*YEALINK*”

Hereafter referred to as:

DEFENDANTS

**BARCO NV**

Represented by:

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Hereafter referred to as:

Collectively as “*BARCO*”

#### PATENT AT ISSUE

Number	Proprietor(s)
EP 3 732 827	BARCO NV

#### LANGUAGE OF THE PROCEEDINGS:

English

#### SUBJECT MATTER:

Cost Decision (R. 150 RoP)

#### PANEL - LOCAL DIVISION

Presiding Judge (Legally Qualified Judge)	Samuel Granata
Judge-Rapporteur (Legally Qualified Judge)	Samuel Granata
Legally Qualified Judge:	Petri Rinkinen
Legally Qualified Judge:	Mélanie Bessaud
Technically Qualified Judge	Steven Richard Kitchen

#### DECIDING JUDGES:

Decision issued by the Judge-Rapporteur

### **I. PROCEDURAL BACKGROUND**

- On 29 December 2025, YEALINK submitted a request for a cost decision (R. 150 RoP) (hereafter referred to as the “*Request*”) related to the following preliminary actions (hereafter referred to as the “*PI Proceedings*”):
  - UPC\_CFI\_582/2024 (Order of 21 March 2025) by the LD Brussels
  - UPC\_CoA\_317/2025 (appeal introduced by BARCO) and UPC\_CoA\_376/2025 (cross-appeal introduced by YEALINK) (Final Order of 28 November 2025) by the Court of Appeal.
- These actions relate to preliminary measures, in which the LD Brussels dismissed the requests based on lack of urgency, a decision upheld by the Court of Appeal. YEALINK introduced competence challenges (lack of competence of the LD Brussels) as a preliminary objection in first instance and as a cross-appeal, which both instances dismissed.

3. BARCO was ordered to pay YEALINK an interim award of costs for both instances. Regarding the first instance proceedings, the Court of Appeal in its final order set aside the LD Brussels' order and ordered BARCO to pay an amount of € 66.000 as an interim award of costs (operative part (I) of the final Court of Appeal order) and regarding the court of appeal proceedings set the same amount (€ 66.000) as interim award of costs (operative part (V) of the final Court of Appeal order).
4. On 29 August 2025, BARCO initiated proceedings on the merits (UPC\_CFI\_806/2025). Subsequently, a counterclaim for revocation (UPC\_CFI\_185/2026) was submitted. These proceedings on the merits are ongoing, with a provisional date for an oral hearing set on 3 November 2026 and an interim conference scheduled for 8 September 2026.
5. Due to internal registry and IT issues, the Request (including an integrated confidentiality request) only came to the attention of the Judge-Rapporteur on Saturday, 16 March 2026. The Court then communicated with BARCO, requesting to submit comments on the confidentiality requests. Subsequently, a confidentiality regime was established.
6. On 31 March 2026, the Court issued a procedural agenda for submissions regarding the Request, concluding with BARCO's final submission on 28 April 2026.
7. The Court requested that the parties submit their final comments in a concise manner.

## II. REQUESTS

8. The following requests were introduced (making abstraction of the requests related to confidentiality):
  - I. To order BARCO to pay YEALINK € 112.000 as a cost award for representation in first instance PI proceedings with the case number ACT\_54438/2024
  - II. To order BARCO to pay YEALINK € 5.990,94 as a cost award for additional other costs in first instance PI proceedings with the case number ACT\_54438/2024
  - III. To order BARCO to pay YEALINK € 112.000 as a cost award for representation in the appeal PI proceedings with the case numbers APL\_16185/2025 and APL\_19989/2025
  - IV. To order BARCO to pay YEALINK € 7.266,90 as a cost award for additional other costs in the appeal PI proceedings with the case numbers APL\_16185/2025 and APL\_19989/2025

*(where in the requests reference is made to the action numbers used in the "old" CMS, hereafter reference is made to UPC\_CFI\_582/2024, UPC\_CoA\_317/2025 and UPC\_CoA\_376/2025 as used in the "new" CMS. The "new" CMS does not make a distinction between the separate applications in an action. Therefore YEALINK's requests are held to be covering the proceedings as a whole).*

The total amount for costs requested for by YEALINK amounts to € 237.257,84.

9. BARCO requested subsequently as follows:
  - To dismiss YEALINK's Application for a cost decision insofar as YEALINK requests a total amount of € 237.257,84 as a cost award for representation as well as additional other costs.

- To order BARCO to pay YEALINK € 72.000,00 as a cost award for representation as well as additional other costs in first instance proceedings and appeal proceedings.

### III. ARGUMENTS (IN ESSENCE)

10. YEALINK argues that:

- It should be considered the “*successful party*” in the PI proceedings.
- YEALINK’s costs in the PI Proceedings exceed the applicable ceiling (based on a non-disputed value of the case in the amount of € 1.000.000) both in first instance and in appeal.
- Mentioned ceiling should be applied separately and cumulatively for the PI Proceedings (amounting to € 224.000).
- In addition to the legal representation costs, YEALINK also claims additional costs (more specifically interpretation costs and travel/accommodation costs).

11. The above results in the following figures:

<b>First Instance (LD Brussels)</b>	
• Costs for legal representation (ceiling)	€ 112.000
• Additional costs consisting of	€ 5.990,94
<i>Interpretation Services Hearing Brussels</i>	<i>(€ 4.440,00)</i>
<i>Travel Costs Brussels</i>	<i>(€ 775,98)</i>
<i>Hotel Costs Brussels</i>	<i>(€ 774,96)</i>
<b>Appeal (CoA Luxembourg)</b>	
• Costs for legal representation (ceiling)	€ 112.000
• Additional costs	€ 7.266,90
<i>Interpretation Services Hearing Luxembourg</i>	<i>(€ 5.048,00)</i>
<i>Travel Costs Luxembourg</i>	<i>(€ 1.279,90)</i>
<i>Hotel Costs Luxembourg</i>	<i>(€ 939,00)</i>
<b>Total</b>	<b>€ 237.257,84</b>

12. BARCO counter-argues as follows:

- YEALINK fails to account for a binding reverse cost order entered against YEALINK by the Court of Appeal
- YEALINK argued request contains a fundamental inconsistency between the characterisation of these proceedings during the oral hearing by YEALINK’s representative and the cost claim submitted.
- YEALINK claims additional costs which are not recoverable under the RoP.

13. BARCO calculates the costs taking into consideration on the one hand the reasonable and proportionate award for YEALINK in the amount of € 112.000 across both instances and BARCO’s own entitlement for reimbursement of costs related to the competence challenge in first instance and the cross-appeal as follows:

<b>First Instance</b>	Costs incurred by BARCO	Costs related to dismissed competence challenge
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<b>Appeal</b>	Costs incurred by BARCO	Costs related to dismissed cross-appeal
	(submissions limited to the cross-appeal)	(submissions limited to the cross-appeal)
	(hearing)	
		(total in appeal rounded up to )
<b>Total</b>	<b>N/A</b>	

Based on this calculation BARCO concludes as follows:

Amount due to YEALINK	€ 112.000
Amount due to BARCO	
Total amount due to YEALINK	

14. Detailed arguments and counter-arguments are presented throughout this decision.

#### IV. ADMISSIBILITY

15. YEALINK is seeking a decision on costs for the PI Proceedings which have come to an end. The application is deemed admissible, as confirmed by BARCO.

#### V. GROUNDS

##### V.A. YEALINK as the "successful party" or "partly successful party"

###### V.A.1. Position of the Parties

16. YEALINK holds that it is to be considered the "successful party" in the PI Proceedings and, in accordance with Art. 69.1. UPCA juncto R. 150 RoP, requests that BARCO (as the "unsuccessful party") covers the costs incurred.
17. BARCO does not dispute YEALINK's entitlement to a cost award in principle, but argues that YEALINK is not an "entirely successful party" based on the outcome of the PI Proceedings in first instance and on appeal, since YEALINK's competence challenges as preliminary objection in first instance and as cross-appeal were dismissed.

###### V.A.2. Outcome PI Proceedings in (interpreting) the term "successful party"

18. The parties do not dispute that the PI requests were dismissed due to lack of urgency.
19. YEALINK does neither dispute that it raised competence challenges, as a preliminary objection (in first instance) and as a cross-appeal, nor that these challenges were dismissed.

20. The Court of Appeal final order (UPC\_CoA\_317/2025 and UPC\_CoA\_376/2025) stated that the respective parties are to be considered the successful party (or, conversely, the "*unsuccessful party*") in relation to their respective claims (at least in appeal) as follows:

*Costs on appeal*

102. *Barco is the unsuccessful party on appeal, and shall compensate Yealink's reasonable and proportionate legal costs and other expenses, also for the application for suspensive effect.*
103. (...)

*Cost in the cross-appeal*

104. *Yealink is the unsuccessful party in the cross-appeal and shall compensate Barco's reasonable and proportionate legal costs and other expenses.*

21. This was further articulated in the operative part of the Court of Appeal final order as follows:
- (under IV): *Barco N.V. is ordered to bear Yealink's reasonable and proportionate legal costs in the appeal proceedings, including for the application for suspensive effect.*
  - (under VI): *Yealink (Xiamen) Network Technology Co. Ltd. and Yealink (Europe) Network Technology B.V. are ordered to jointly and severally bear Barco N.V.'s reasonable and proportionate legal costs and other expenses for the cross-appeal.*

22. As such, YEALINK's competence challenges were dismissed in both instances. Such dismissal has an influence when interpreting the term of "*successful party*" in the sense that YEALINK cannot be considered "*entirely as the successful party*" in the PI Proceedings. The practical consequences regarding such overall outcome of the proceedings (cf. Art. 69.1. UPCA) will be dealt with later in this decision.

V.B. Entitlement for BARCO to compensate its costs related to the dismissed competence challenges (or to set off its costs against the costs requested by YEALINK)

23. The entitlement will be assessed below. If BARCO is held to be entitled to receive compensation for costs related to the dismissed competence challenges, the arguments related to the specific requested amounts will be assessed later in this decision (see §46).

VI.B.1. Position of the Parties

24. BARCO holds that it is entitled to request for compensation as such request was introduced formally in a timely manner and, substantively, as it was successful in challenging the competence challenges in first instance (as a defence against the preliminary objection) and in cross-appeal.
25. YEALINK argues that BARCO's request should be dismissed based on the following grounds:
- (a) The request was submitted after the one-month deadline following the Court of Appeal's decision on 25 November 2025.
  - (b) BARCO should have submitted a separate application for costs in a timely manner.

- (c) The rejection of the cross-appeal is irrelevant as YEALINK does not request any costs related to it.
- (d) Even though the cross-appeal by YEALINK was dismissed, YEALINK remains the successful party.
- (e) The alleged costs of the alleged "*partial success*" in the PI first instance proceedings cannot be granted. Here, YEALINK argues again that the deadline of one month was not met, and that BARCO did not bring forward such a request/argument in the R. 353 RoP proceedings.
- (f) The specific amounts BARCO requests to be compensated for and later to be set off against YEALINK's requests, are disputed. As mentioned, this will be assessed later in this decision should the Court hold that BARCO is entitled to compensation (see §46).

V.B.2. The right to request compensation for the costs related to the dismissed competence challenge as a defence in the cost proceedings initiated by YEALINK

- 26. R. 150.1 RoP provides that a cost decision "*may be the subject of separate proceedings following a decision on the merits*". The one-month period under R. 151 RoP initiates with the service of the decision in the proceedings on the merits.
- 27. The Court of Appeal in its decision of 6 June 2025 stated that "*R. 150 and 151 RoP apply mutatis mutandis*" (CoA order of 20 January 2025, UPC\_CoA\_297/2025, *SharkNinja* (see also order of 6 June 2025 UPC\_CoA\_618/2024, *Hanshow v. Vusion*)) in circumstances where "*no proceedings on the merits are already pending and the applicant for provisional measures does not start proceedings on the merits of the case, (for example, if the application for provisional measures was unsuccessful), and the claimant was ordered to bear the costs of the defendant*", and stated further in §43 that where merits proceedings are introduced it is open to the defendant (to be read as "*(partly) successful party*") in PI proceedings "*to either lodge an application within the one month's period of the final order in the proceedings on provisional measures, or wait for the decision on the merits*".
- 28. As BARCO initiated proceedings on the merits on 29 August 2025, followed by a counterclaim for revocation introduced by YEALINK, the R. 151 RoP deadline initiates from the date on which the decision on the merits is issued. As this deadline has not yet started, the objection to the late filing of BARCO's request is dismissed. The fact that the PI Proceedings were decided due to lack of urgency does not alter this approach.
- 29. While the Court would have preferred to address all costs issues (PI Proceedings and on the merits) in one decision based on the overall outcome of both proceedings, YEALINK has the right to initiate cost proceedings after a final order has been issued in the PI Proceedings.

Where YEALINK has opted to initiate cost proceedings before the case on merits is assessed and a decision is issued, it would be inconsistent and procedurally inefficient to address only one side of the cost equation in these cost proceedings while leaving the other to a separate future procedure.

Therefore, BARCO has indeed the right to claim its own costs as a defence solely as a matter of procedural efficiency and no separate application for a cost award is necessary, in order to avoid the burden of parallel proceedings. Such approach is consistent with the flexibility envisaged in preamble 4 of the RoP and with Article 41(3) UPCA.

30. Waiving rights, and specifically waiving rights to compensation, needs an explicit statement from the holder of such right. As such the fact that BARCO would have admitted YEALINK to be the “*successful party*” in first instance proceedings does not imply that it waived its right for compensation for the costs incurred in successfully challenging the competence issues raised by YEALINK. Therefore, BARCO remains entitled to raise such request (as a defence) in the subsequent cost proceedings.
31. The fact that YEALINK did not claim itself any costs related to its own work on the competence challenges (in first instance and in cross-appeal), does not hinder BARCO to request for costs it incurred in successfully challenging the competence issues raised by YEALINK.

#### V.C. Statements made by YEALINK at the oral hearing at the Court of Appeal

##### VI.C.1. Position of the Parties

32. BARCO holds that, based on YEALINK’s own statement during the oral hearing of 22 September 2025 at the Court of Appeal (YEALINK argued “*even after the grant of the Patent, Barco waited more than 2,5 months to conduct a relatively simple infringement analysis. A task that likely took less than an hour and required no particular expertise. Simply incomprehensible*”), the costs for legal representation for which YEALINK wishes to be reimbursed are not reasonable.
33. YEALINK disputes that such a statement should have any bearing on the cost assessment, in general and specifically as its statement related mainly to the “*urgency*” assessment.

##### V.C.2. Relative nature of statement made at oral hearings or in submissions

34. The Court dismisses BARCO’s approach. Legal representatives often plead that a case/action (or legal issue) is “*simple*”, “*easy*” or “*straightforward*”, or use similar expressions. The Court considers such statements to be within the representatives’ “*creative*” freedom to convince the Court of their legal reasoning by implying (for what it is worth) that adjudicating differently on the action (or legal issue) would be irrational. These statements should therefore be disregarded in their literal sense and have no influence on cost assessments.

#### V.D. The ceiling related to representation costs

##### VI.D.1. Position of the Parties

35. YEALINK *“has limited its claim in light of the applicable ceiling in first instance and appeal”* and this although *“as is apparent from Annex 1 and 2, (YEALINK) in fact incurred much higher costs than those claimed”*. YEALINK claims a cost award up to the applicable ceiling in both instances *“which is standard UPC practice, in particular in cases involving extensive written proceedings as in the case here”*.
36. BARCO disputes the cumulative award of this ceiling for the two instances, holding that, based on proportionality and reason, only one ceiling should be applicable over the two instances, taking into consideration the partial success of YEALINK, the statements made by YEALINK before the Court of Appeal, the unreasonable total number of hours spent by YEALINK on appeal compared to first instance and the limited nature of the appeal.

V.D.2. The ceiling to be applied

37. The ceiling is based on BARCO’s estimation of the value of the dispute, which was set at € 1.000.000 and has not been disputed.
38. BARCO did not dispute that YEALINK’s legal expenses exceeded the recoverable costs ceiling (as referred to in the Court of Appeal decision under §100), and accepted that the ceiling was set at € 112.000 at first instance. BARCO did not argue that this ceiling should be adapted based on Article 1(4) of the Administrative Committee's Decision of 24 April 2023 on the scale of recoverable cost ceilings (referred to as the *"Ceilings Decision"*; see below). The Court of Appeal stated the following with reference to the hearing at the LD Brussels:

*“While Barco acknowledged during the oral hearing before the Local Division that Yealink’s legal expenses exceeded the ceiling for recoverable costs, and accepted that the ceiling was set at € 112.000, (...)”*

As such, there can be no dispute that, in the cost award proceedings, the accepted ceiling in first instance should be set at € 112.000. Differently to waiving rights (see §30), the Court should take this acknowledgment (which as such does not affect the rights of BARCO) into consideration.

39. BARCO's assertion that the ceiling should be set at € 112.000 across both instances is unreasonable and disproportionate taking in consideration its acceptance to set the ceiling at €112.000 at first instance, as this would imply that no legal representation costs would need to be covered in appeal.
40. The issue rather is whether the same ceiling should be applied for the PI appeal proceedings or whether it could be adjusted/decreased based on the arguments put forward by BARCO in these cost proceedings.

41. Here, and specifically regarding the argument of "*partial*" success, the Court is faced with a "*double-up*" argument. If the Court were to accept a decrease of the applicable ceiling based on the "*partial success*" in the PI Proceedings, it would be unreasonable to compensate the representation costs incurred by BARCO by deducting these costs from an already reduced ceiling. As BARCO has clearly requested compensation for these costs, which would be set off against any costs it would be ordered to pay to YEALINK, the ceiling cannot be lowered based on the argument of partial success.
42. However, BARCO puts forward several additional arguments to decrease the ceiling, based on the application of Article 69(2) of the UPCA.
43. The Court can partially follow BARCO's reasoning and sets the ceiling in the PI proceedings in appeal to 50% (i.e. €66.000) of the ceiling (€ 112.000), based on the following considerations:
- As previously mentioned, the Court disregards the statements made by YEALINK at the Court of Appeal's oral hearing (see §34), as well as the fact that YEALINK is to be considered the "*entirely successful party*" (see §41), since BARCO introduced a request for compensation (to be set off against costs to be awarded to YEALINK based on the ceiling).
  - Although no distinction is made between ceilings for PI proceedings and proceedings on the merits, such PI proceedings are summary and speedy proceedings. As no separate set rules exists to adapt the ceiling to the nature of the proceedings, the Court should consider the ceiling applicable to both PI proceedings and proceedings on the merits. In both proceedings parties have the right to develop arguments based on the standard set in Art. 69.1 UPCA of costs being "*reasonable and proportionate*" (which could relate to the nature of the proceedings).
  - Related to the costs being "*reasonable and proportionate*", and although not literally applicable as a an infringement action on the merits followed the PI Proceedings, the Court refers to the "*Guidelines for the determination of the court fees and the ceiling of recoverable costs*" (as adopted by decision of the Administrative Committee on 24 April 2023 entry into force: 24 April 2023 and amended by decision of the Administrative Committee on 4 November 2025 entry into force: 1 January 2026) and specifically under Guideline 5(b) which (as a guideline) indicates that for the determination of the value for the Rules on recoverable costs that "*the value of an application for interim relief for determining the level of the recoverable costs should be calculated at 66% of the value calculated in accordance with II.1. b) above*". By decreasing the ceiling for the appeal PI proceedings to 50%, the Court balanced above guidelines (decrease of the value at 66% for the overall PI Proceedings) with the "*acceptance*" by BARCO that the ceiling in the PI first instance proceedings should be set at € 112.000 (see §38).
  - The fact that neither the LD Brussels nor the Court of Appeal assessed the arguments and counter-arguments related to infringement, validity, and the requested measures does not imply that the parties (especially YEALINK) are not required to take a position on these issues. The breadth to which they take a position is part of their legal strategy, with which the Court

cannot interfere. If YEALINK decides to approach infringement and validity substantively, the mere breadth of such an approach cannot be adjudicated by the Court, as this would interfere with YEALINK's right to defence and would unreasonably imply that the Court would have to adjudicate which arguments would have been sufficient (in the sense of reasonable and appropriate) to convince it if the action was not dismissed due to lack of urgency.

- In line with the above, YEALINK should not have limited its defence to the urgency issue just because the appeal was limited to this issue. This is particularly relevant given that BARCO itself did not request that the Court of Appeal would refer the case back to the LD Brussels if the urgency threshold was met; rather, it referred to the arguments regarding infringement, validity and requested measures that it had put forward to the LD Brussels indicating a decision of the Court of Appeal on all issues was to be expected.
- Therefore, given that YEALINK's defence touches upon the conditions of urgency, non-infringement and invalidity (lack of inventive step, added matter and insufficiency), necessity, balancing of interests and internal competence and the breadth thereof, it is not unreasonable or inappropriate.
- On the other hand, the total number of hours accounted for by YEALINK's representatives for the PI proceedings in appeal (■■■■ hours) is not considered reasonable and proportional when comparing them to the total number of hours accounted for in the proceedings in first instance (■■■■ hours), especially given that the arguments relating to infringement, validity, and the measures requested for by BARCO in appeal were the same as in the initial first instance proceedings where these issues were not assessed. The Court, further, does not consider these costs for legal representation in appeal reasonable and proportional, given that YEALINK itself held that the arguments on urgency (the only ones adapted by BARCO in the appeal) constituted ■■■■ of its total working hours. Further, BARCO's formulation of new observations on claim construction during the first instance oral hearing are not considered of such a nature to justify the amount of hours accounted for in appeal especially as YEALINK limited itself to referring to its arguments in first instance.

V.E. Interim Conclusion regarding Legal Representation Costs

44. Based in the above, the Court holds the ceiling to be applied as follows:

PI Proceedings first instance	€ 112.000
PI Proceedings appeal	€ 66.000
Total	€ 178.000

45. Above the Court held that BARCO's request for compensation for costs is, in principle, allowable. This relates to the costs incurred by BARCO in successfully challenging the competence issues raised by YEALINK. Where pursuant to R. 152.2 RoP in conjunction with Art. 1(4) Ceiling Decision, if there is partial success, the applicable ceiling should correspond to the proportion of success of the party seeking cost recovery, such approach is held not be reasonable in connection with the accepted request for cost compensation based on the costs incurred by YEALINK in successfully challenging the competence issues raised by YEALINK (see

also §41 regarding the “doubling up” of requests). Therefore, where the Court is confronted from one side (YEALINK) with a ceiling and from the other side (BARCO) with concrete costs, the Court holds that any justified costs requested as compensation by BARCO should be decreased from the overall applicable ceiling set above.

46. The Court holds that the following costs of BARCO in successfully challenging the competence issues raised by YEALINK need to be compensated against the ceiling which is awarded to YEALINK:

- The total costs for BARCO for legal representation at first instance amount to [REDACTED] in connection with the Reply to the Objection to the Application for Provisional Measures. As these costs represent further arguments on infringement, validity and the requested measures, BARCO estimates approximately [REDACTED] for the non-technical, competence-related portion of that reply and prove these costs based on overview of the legal representation costs (which amounts to 27% of the overall). Based on YEALINK’s own calculation/division of costs related to the competence challenge compared with the overall amount, the requested sum for BARCO (being the defendant on this challenge) seems reasonable and appropriate.
- The total costs for BARCO for legal representation at appeal amount to [REDACTED] in connection with the Response to YEALINK’s cross appeal. BARCO proves sufficiently that this response (and the related costs) was limited exclusively to the competence challenges raised by YEALINK, the Court finds its reasonable to hold that this is directly attributable to the cross-appeal.
- BARCO finally holds that it incurred [REDACTED] in connection with the hearing in appeal. Here again the Court finds it proportional and reasonable to accept the amount of [REDACTED] to be related to the competence challenges raised in appeal.
- The rounding-up of figures for the appeal costs to [REDACTED] is not accepted by the Court.

47. The above amounts to the following totals for BARCO for which it has the right to compensated:

PI Proceedings first instance	[REDACTED]
PI Proceedings appeal	[REDACTED]
Total	[REDACTED]

48. Based on the above calculations the Court concludes as follows regarding representative costs:

Amount due to YEALINK	€ 178.000
Amount due to BARCO	[REDACTED]
Total amount due to YEALINK	[REDACTED]

V.F. Costs related to (simultaneous) interpretation and travel costs

V.F.1. Costs for Interpreters (simultaneous interpretation)

49. Regarding the cost for interpreters (simultaneous interpretation), the relevant Court of Appeal order (between parties in these proceedings) (UPC\_CoA\_317/2025, Order of 21 August 2025) is very clear regarding the possibility to request the reimbursement thereof as costs of the proceedings:

*§9 Costs for simultaneous interpretation are costs of the proceedings to be decided upon under R. 150 RoP except where a party engages an interpreter at its own expense under R. 109.4 RoP; these costs are borne solely by that party (R. 109.5 RoP).*

*§20 If R. 109.2 RoP is applied, the arrangements for simultaneous translation are made by the Court. The costs are initially borne by the parties but can ultimately be compensated as costs of the proceedings to be decided upon under R. 150 RoP (see R. 109.5 RoP). If, on the other hand, R. 109.4 RoP is applied, the party engages the interpreter and the costs are borne solely by that party (R. 109.4 and .5 RoP).*

50. As the costs of “interpreters to follow the proceedings” were made by YEALINK based on the application R. 109.4 RoP, which are excluded as “costs of the proceedings” (R. 109.5. RoP), as was confirmed by the Court of Appeal, its request is dismissed.

51. Any reference to earlier decisions/orders by local divisions (which divert from above reasoning as the request for reimbursement was not based on a prior ruling regarding recoverability) are disregarded by the Court.

V.F.2. Travel and Hotel costs

52. Although BARCO does exclude the travel costs from their final calculation of costs to be awarded to YEALINK, no substantive argument has been brought forward by BARCO to exclude the reimbursement of these costs.

53. As such and as the case is not in position to *ex officio* bring forward reasoning which might result in excluding these costs (either for the representatives or for the clients) or proportionally decreasing them (based on the outcome of the PI Proceedings), the costs are held to be recoverable as requested.

V.G. Final Conclusion: Grand Total

54. Taking into consideration the above the Court holds that BARCO should reimburse YEALINK the following amounts:

Total amount due to YEALINK (legal representation)	██████████
Travel Costs	€ 3.769,84
<i>Travel Costs Brussels</i>	<i>(€ 775,98)</i>

<i>Hotel Costs Brussels</i>	(€ 774,96)
<i>Travel Costs Luxembourg</i>	(€ 1.279,90)
<i>Hotel Costs Luxembourg</i>	(€ 939,00)
<b>Total amount due to YEALINK</b>	<b>[REDACTED]</b>



55. According to R. 156.2 RoP, the costs shall be paid within the period ordered by the Judge-Rapporteur. This is reflected in Section 2 of the operative part of this decision.

## DECISION

### The Court

- (1) orders BARCO NV to pay [REDACTED] for costs related to the following proceedings.
  - UPC\_CFI\_582/2024 (Order of 21 March 2025) by the UPC LD Brussels
  - UPC\_CoA\_317/2025 (appeal) and UPC\_CoA\_376/2025 (cross-appeal) (Final Order of 28 November 2025) by the UPC Court of Appeal.
 deducted with any interim costs already paid by BARCO NV.
- (2) Orders that payment of the costs stipulated in (1) shall be made within 21 working days after the representatives of YEALINK (XIAMEN) NETWORK TECHNOLOGY Co. Ltd. and YEALINK (EUROPE) NETWORK TECHNOLOGY BV communicated to the representatives of BARCO NV the bank account on which these amounts should be transferred.
- (3) dismisses any other request made by YEALINK (XIAMEN) NETWORK TECHNOLOGY Co. Ltd. and YEALINK (EUROPE) NETWORK TECHNOLOGY BV.
- (4) dismisses any other requests made by BARCO NV.

Decision issued on 7 May 2026 by the Judge-Rapporteur:

Samuel GRANATA Judge-Rapporteur	 Digitally signed by Samuel Rocco M Granata Date: 2026.05.07 11:24:03 +02'00'
Presiding Judge LD Brussels Legally Qualified Judge	
Sub-Registrar LD Brussels	 Signature numérique de PLETINCKX Deborah Date : 2026.05.07 10:55:52 +02'00'

### INFORMATION ON APPEAL:

A party adversely affected by a decision referred to in R. 157 RoP may lodge an application for leave to appeal to the Court of Appeal within 15 days of service of the decision (R. 221.1 RoP).

**INFORMATION ABOUT ENFORCEMENT** (ART. 82 UPCA, ART. 37(2) UPCS, R. 118.8, 158.2, 354, 355.4 ROP):



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An authentic copy of the enforceable decision or order will be issued by the Deputy-Registrar upon request of the enforcing party, R. 69 RegR.