



Milan Local Division

**UPC CFI no. 141/2026**

**ORDER REJECTING A PRELIMINARY OBJECTION**

**of the Court of First Instance of the Unified Patent Court  
issued on March, 6, 2026**

**HEADNOTES**

1. Rule 14.2 (b) RoP, which states that the proceedings shall be conducted in the official language of the Contracting Member State only whether: (i) the Defendant has its principal place of business in that Contracting Member State and (ii) and the action cannot be brought before any other local division according to Art. 33 (1) a) of the Agreement of the Unified Patent Court (“UPCA”) is an exception, to be interpreted restrictively. T
2. These two conditions are cumulative and must therefore be considered together. In the event of a dispute, the claimant bears the burden of proof, bearing in mind the stage of the proceedings.

**KEYWORDS** Rule 14(2)(b) ROP and Article 33(1)(a) of the Agreement

**CLAIMANT**

**KeyMed (Medical & Industrial Equipment) Limited**, represented by Miriam Kiefer, Katharina Brandt, Laura Ramsay, and Caelia Bryn-Jacobsens (hereinafter

**DEFENDANT**

**PR Medical s.r.l.**, represented by Alberto Camusso, Arda Paragamyan and Luca Gallo

**PATENT AT ISSUE**

Patent n. and Proprietor: KeyMed Limited  
EP 2575590 B2

**DECIDING JUDGE**

judge-rapporteur Alima Zana

**LANGUAGE OF PROCEEDINGS**

English

### ***Summary of facts***

1. In the proceedings brought on January 13, 2026 by Keymed against PR Medical s.r.l., alleging infringement of its patent EP 2575590 B2 by the defendant through the marketing of an accessory for diagnostic devices called "Detecto.", on February 17, 2026, the defendant raised a preliminary on language of the proceedings, requesting that the Court orders the change of the language of the proceedings from English to Italian. In particular PR Medical noted that in the case at hand, Rule 14(2)(b) ROP and Article 33(1)(a) of the Agreement on the Unified Patent Court apply here. Rule 14(2)(b) ROP provides that in proceedings before a local division in a contracting member State against a defendant who has his domicile in that contracting member State, proceedings shall be conducted in the official language of local or regional division pursuant to Article 33(1)(a) of the Agreement. Article 33(1)(a) of the Agreement provides that patent infringement actions must be brought before the local division hosted by the contracting member State in which the alleged infringement occurred. Therefore, since it is undisputed that PR Medical is a company based in Italy and that, by Keymed's own admission, the actions allegedly infringing Keymed's patent took place on Italian territory (with the consequent exclusive jurisdiction of the local division in Milan), the present proceedings could be conducted in Italian only.
2. On 3, March, 2026 the claimant filed its comments, requesting to dismiss the preliminary objection, underlining that the exception provided in 14.2 RoP is not applicable in the present case.

### ***Reason of the decision***

#### ***General considerations***

3. The judgment is adopted in accordance to:
  - articles 33(1). 49(1) and/or Article 49(2) of the Agreement;
  - the Rule 14.2. RoP.
4. In particular, 14.2 (b) RoP states that the proceedings shall be conducted in the official language of the Contracting Member State—in this case, Italian—only whether:
  - (i) the Defendant has its principal place of business in that Contracting Member Stateand
  - (ii) and the action cannot be brought before any other local division according to Art. 33 (1) a) of the Agreement of the Unified Patent Court (“UPCA”).

These two conditions are cumulative and must therefore be considered together. In the event of a dispute, the claimant bears the burden of proof, bearing in mind the stage of the proceedings.

Furthermore, Rule 14.2. RoP is an exception, to be interpreted restrictively.

5. According to Art. 33 (1) a) UPCA, an infringement action shall be brought before “the local division hosted by the Contracting Member State where the actual or threatened infringement has occurred or may occur”.

Thus, according to Art. 33 (1) a) UPCA, the threat of infringement in a Contracting Member State is sufficient to establish jurisdiction of the respective local division.

### ***The case at hand***

6. Following considerations relate solely to the preliminary objection and do not affect in any way prejudice the assessment of the case’s merits in any way.

7.. The preliminary objection raised by the defendant is unfounded.

In this case the second condition stated by cited 14.2. Rop lacks.

Indeed, even if the Defendant has its principal place of business in Italy (first condition), the plaintiff alleges and sufficiently showed infringement in Contracting Member States other than Italy. In particular the allegation of infringement regards Germany (s. Complaint, mn. 131 f.) and via its website in all Contracting Member States (s. Complaint, mn. 66, and screenshots of the website presented as Exhibit KAP 12). Furthermore, the Defendant has offered and promoted the infringing product on congresses, in Spain and Germany (s. Complaint, mn. 70, highlights added) .

Therefore, the Claimant could have brought the infringement action before other local divisions according to Art. 33 (1) a) UPCA, in particular in Germany. For the reasons described in the above paragraphs, the exception of R. 14.2 (b) RoP is not applicable in this case.

9- Furthermore, the Defendant well Knows English language and used in its business in English: the Defendant's website is in English (see. Exhibit KAP 12) and the infringing product's brochure, available as a download on the Defendant's website, is in English (see Exhibit KAP 11).

Therefore, the language of the proceedings chosen by the plaintiff does not violate the right to defence or the right to adversarial proceedings.

10. In conclusion the Claimant has correctly chosen English as the language of the proceedings. and the preliminary objection is dismissed.

### *The leave to appeal*

The appeal may be lodged against this order within 15 calendar days of its notification to the losing party, in accordance with Article 73(2)(a) UPCA and Rule 220.2 RoP.

In the light of the above considerations

### ORDER

1. The preliminary objection lodged by PR Medical s.r.l. is dismissed;
2. The costs of the proceedings will be dealt with the main proceedings.

Issued in Milan 6 March 2026

The judge rapporteur  
Alima Zana