



**COURT OF FIRST INSTANCE
MILAN LOCAL DIVISION**

**UPC CFI no. 1382/2025
ORDER
delivered on 18 June 2026**

HEADNOTES:

1. With specific reference to the review of an injunction issued *ex parte*, the review must be conducted in a manner consistent with the specific grounds raised by the applicant for review, and must involve a thorough assessment of all the grounds on which the request for review is based.
The determination of whether the requirements of sufficient degree of certainty (as to validity and infringement) and necessity (balance of interests) must necessarily take into account all the defences raised by the applicant in their application for review, without any possible limitation arising from the adoption of an *ex tunc* perspective.
The respondents (applicants for review) must be given the right to a full defence, enabling them to present every possible argument in support of their case regarding non-infringement and patent invalidity.
Similar considerations apply to the balancing of interests, since any factual circumstance — even one that arises after an injunction is issued — may be relevant when weighing up the conflicting interests of the parties to determine which is ultimately most deserving of protection.
2. Conversely, an *ex tunc* perspective retains its full function and is practically indispensable when the court is required to (re)assess the lack of urgency resulting from the applicant's unreasonable delay in submitting the application for provisional measures.
For this purpose, the only circumstances that may be relevant must have arisen prior to the application being filed. Anything that occurs after that point in time is irrelevant.
Similar considerations may also be applied with regard to the risk of the applicant misrepresenting facts essential for the court to make a full assessment of the overall factual picture when issuing an *ex parte* order. Breaches of the duty of candour and misleading representations of facts can only be assessed based on facts that existed before the application was filed.

APPLICANT (RESPONDENT IN THE APPLICATION FOR REVIEW)

CARDO SYSTEMS, LTD.

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represented by

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RESPONDENTS (APPLICANTS IN THE APPLICATION FOR REVIEW)

1) SHENZHEN ZIWU CHUANGXIN TECHNOLOGY CO., LTD.

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2) RESOSPORT LIMITED

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represented by

Luca Trevisan, Giulia Affer and Lorenzo Battarino, *Trevisan & Cuonzo*, via Brera n. 6, 20121 - Milan, Italy

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PATENT AT ISSUE

EP 4 240 194 B1 (hereafter referred to as EP'194) entitled "*Fastening device, head-protective gear with such a fastening device*"

DECIDING JUDGE

This decision has been issued by the panel in the following composition:

- | | | | |
|---|-------------|-----------|--------------------------------------|
| - | Pierluigi | PERROTTI | presiding judge and judge rapporteur |
| - | Alima | ZANA | legally qualified judge |
| - | Samuel | GRANATA | legally qualified judge |
| - | Marie-Paule | VANDEBERG | technically qualified judge |

LANGUAGE OF THE PROCEEDINGS

English

SUBJECT-MATTER OF THE PROCEEDINGS

Application for review pursuant to R. 212 and 197.3 RoP

DATE OF THE HEARING

12 May 2026

1. Summary of facts.

On 31 October 2025, Cardo Systems Ltd. (hereafter “Cardo” or the “applicant”) filed an Application for provisional measures without hearing the other party against Shenzhen Ziwu Chuangxin Technology Co. Ltd. and Resosport Limited (hereafter, jointly, “Reso Group” or the “respondents”, or individually “Ziwu” and “Resosport”), pursuant to Articles 62, 60(5) UPCA and R. 206.3 RoP indicating that main proceedings on the merits of the case had not yet been started before the Court.

Considering the extreme urgency, a single judge was appointed to the case, pursuant to R. 208.2 RoP.

Cardo was the proprietor of EP’194, titled *Fastening device, head-protective gear with such a fastening device*. The patent was filed on 4 November 2021 and granted on 9 October 2024, with unitary effect granted on 30 October 2024.

According to the applicant, Cardo and Reso Group were competitors in the field of Bluetooth and Dynamic Mesh Communication and entertainment systems for motorcyclists. Cardo was a leader in this field.

Reso Group entered the European market from September 2025 on to compete with the applicant, offering for sale products with the commercial names *Reso Neo* and *Reso Pro* (hereafter referred to as the “infringing products”). Ziwu was the manufacturer of the infringing products. Resosport was responsible for the website resosport.com, where the infringing products were offered for sale.

The applicant alleged infringement to the independent claim 1 and to dependent claims 2, 3, 5, 6, 7, 11, 15 and 16 of the Patent.

Between 4 and 9 November 2025, Reso Group attended the International Motorcycle Exhibition (EICMA), one of the world's most important trade fairs for the motorcycle industry, which was held in Milan (Italy). The applicant argued that the aforementioned products would have been showcased (and offered for sale) at the event.

Cardo requested that the Court (without hearing the respondents) issues an injunction and the seizure of the infringing products and of any promotional and advertising material concerning them, in its direct or indirect possession or control, at EICMA 2025.

By order of 5 November 2025 Reso Group was ordered to:

- refrain from making, offering, placing on the market, using, importing or storing for the aforementioned purposes the infringing products in the territories of the Member States of the Unified Patent Court;
- delivery up to the bailiff the products referred to and any promotional and advertising material concerning them, in its direct or indirect possession or control, at the EICMA 2025;
- pay to the Unified Patent Court, for each individual violation of the orders (see Injunction and Delivery Up), a penalty of EUR 1.000 per infringement (where one infringing act with one Infringing Product is considered a single infringement) with a maximum of EUR 500.000, or any other amount to be reasonably determined by the Court.

The applicant was ordered to provide security in the amount of EUR 100.000, pursuant to R. 211.5 RoP.

On 5 November 2025, Cardo served the order on the respondents and enforced it at the EICMA trade fair. Mr [REDACTED] was appointed as custodian of the seized goods by the bailiff.

On 12 November 2025, Cardo informed the Court that it has provided security in the amount of EUR 100.000.

On 5 December 2025, Reso Group filed an application for review, pursuant to R. 212 and 197.3 RoP.

The respondents objected that:

- the patent was not valid on the grounds of added matter and lack of inventive step;
- the patent was not infringed, not literally nor by equivalence;
- the balance of interest was in their favour.

By orders of 9 December 2025 and 2 January 2026, the judge-rapporteur set deadlines for the applicant until 30 January 2026 to lodge a reply and to the respondents until 15 March 2026 to submit a rejoinder and summoned the parties to the hearing on 12 May 2026.

The parties discussed the case at the oral hearing of 12 May 2026.

2. Requests of the parties

Ziwu and Resosport request that the Milan Local Division of the Unified Patent Court, rejecting any contrary request or motion, having heard the parties in a hearing to be scheduled as soon as possible in light of the Court's schedule, under R. 195 and 197.4 RoP, may
as a main claim

- revoke in full the order of 5 November 2025 imposing provisional measures against the Respondents;
- order that the security paid by Cardo based on that order be released in favour of the Respondents under R. 352.1 and 352.2 RoP; and
- order the applicant Cardo to pay in favour of the Respondents the amount of EUR 35.000 as an interim award of costs under R. 211.1(d) RoP and Art. 69 UPCA, or alternatively
- order Cardo to pay an amount of EUR 35.000 as security for costs under R. 158 RoP;

as an alternative claim, should the provisional measures granted be upheld

- amend the order for provisional measure and increase the amount of the security imposed on Cardo from EUR 100.000 to at least EUR 500.000, or the different amount that the Court will consider equitable.

The respondents reserve the right to request the recovery of all costs incurred during these proceedings and compensation for all damages suffered due to the provisional measures unjustly obtained by Cardo.

Cardo request that the Milan Local Division of the Unified Patent Court
primarily

- confirm in full the order of 5 November 2025 imposing provisional measures against the Respondents;
- order an interim cost award in accordance with R. 211.1(d) RoP and Article 69 UPCA paid by Respondents:
 - (i) up to the ceiling of recoverable costs of an amount of EUR 56.000 plus the court fee of EUR 11.000 (as paid for the Application), or
 - (ii) alternatively, an interim cost award up to the ceiling of recoverable costs of an amount of EUR 56.000, or
 - (iii) more alternatively an interim cost award of an amount of EUR 28.000 or a different amount as deemed equitable by the Court,
- dismiss Respondents' requests for an interim award of costs or a security for costs,
- dismiss Respondents' request to amend the provisional measures and increase the amount of the security imposed on Cardo;

in the alternative, should the order of 5 November 2025 imposing provisional measures against the Respondents be amended,

- order an interim cost award in accordance with R. 211.1(d) RoP and Article 69 UPCA paid by Respondents:
 - (i) up to the ceiling of recoverable costs of an amount of EUR 56.000 plus the court fee of EUR 11.000, or
 - (ii) alternatively, an interim cost award up to the ceiling of recoverable costs of an amount of EUR 56.000, or
 - (iii) more alternatively an interim cost award of an amount of EUR 28.000 or a different amount as deemed equitable by the Court,
- dismiss Respondents' requests for an interim award of costs or a security for costs.
- dismiss Respondents' request to increase the amount of the security imposed on Cardo;

in the more alternative

- should the order of 5 November 2025 imposing provisional measures against the Respondents be revoked,
- dismiss Respondents' request for an interim award of costs or a security of costs,
- dismiss Respondent's request to release the security paid by Cardo;

primarily, in the alternative, and in the more alternative

- order Respondents to pay their own court fees.

3. Guiding principles for the assessment of an application for provisional measures.

The guiding principles for the assessment of an application for provisional measures in the RoP have been established in the case law of the UPC (UPC CFI no. 317/2024, LD Lisbon, order of 15 October 2024; UPC CFI no. 582/2024, LD Brussels, order of 21 March 2025, with reference to the relevant case law of the court of first instance and the court of appeal).

For ease of reference, these guiding principles (also taking into consideration UPC CoA no. 382/2024, order of 14 February 2024) and more specifically the conditions for granting an application for provisional measures, are set out below:

- entitlement: an applicant should provide reasonable evidence with a sufficient degree of certainty that he is entitled to initiate proceedings under Art. 47 UPCA (Art. 62(4) UPCA).
- validity and infringement: an applicant should provide reasonable evidence with a sufficient degree of certainty that the patent is valid and that its rights are being infringed, or that such infringement is imminent (Art. 62(4) UPCA and R. 211.2 RoP).
- urgency: an applicant should prove its need for early and prompt protection of its right to avoid further damage resulting from delays in resolving the case on its merits. This would not be the case if an applicant has acted negligently or hesitated in requesting provisional measures after gathering all the necessary elements for legal action (from an objective standpoint and taking into consideration factual circumstances). To assess urgency from an objective standpoint, it is necessary that the applicant provides the Court with a specific date when he became aware of the alleged infringement. (R. 211.4 RoP).
- weighing the interest of the parties: an applicant should prove that the balance of interests weighs in his advantage (Art. 62(2) UPCA, R. 209.1(b), 211.2 and 211.3 RoP); the risk of an irreparable harm - and therefore necessity of the measure - has to be considered in comparison to the interests of the counterparty.

Only a *prima facie* analysis of the facts (conditions) is required. Such *prima facie* analysis is articulated in R. 211.2 RoP by only requiring from an applicant to prove with “a sufficient degree of certainty” the made allegations. Achieving a sufficient degree of certainty requires the Court to consider it “at least more likely than not” that the conditions of mentioned rule are met: (i) the applicant is entitled to initiate proceedings, (ii) the patent is valid, and (iii) the patent is infringed.

Although the mentioned conditions already state that it is up to an applicant to provide the requested evidence (and as such bears the burden of proof), the burden of proof that the patent is not valid in respect of inter partes preliminary injunctions lies with the defendant.

The *prima facie* analysis (articulated as “a sufficient degree of certainty”) does not apply for the assessment of (i) the (international or substantive) jurisdiction of the UPC and (territorial) competence of a division (which foregoes any decision or order of the Court), (ii) the requirement of urgency, and (iii) the weighing of interests.

It should be noted that the mentioned conditions are of a cumulative nature in the sense that not meeting one of these conditions implies the claims for provisional measures to be held unfounded without the necessity or obligation for the Court to further assess any other requirement. Such limited assessment is in line with the purpose of an application for provisional measures and the procedural-economy of such proceedings which should not lead to a mini-trial on the merits.

4. Scope of the review proceedings.

The parties first discussed the actual scope of the review proceedings provided for in R. 212.3 RoP – to which R. 197.3 and 197.4 RoP apply *mutatis mutandis* – in relation to an order authorising a provisional injunction without hearing the other party.

According to Cardo, the purpose of these proceedings is to enable the order to be reviewed for any obvious errors made by the Court when issuing said order.

The scope for a review is limited to the grounds, supportive evidence and asserted reasons for which the panel should come to a different decision, as submitted by the applicant.

The Court should place itself on the date of issuance of the order and make an *ex tunc* assessment of the fact available at that date. The scope of the review assessment does not pertain to the actual execution of the order and/or the outcome of such execution.

Reso Group objected to this interpretation.

The respondents pointed out that the scope of the proceedings was not specifically limited, as R. 197.4 RoP simply empowers the Court to modify, revoke or confirm the order. The substantive issues, and in particular the infringement and invalidity arguments, were to be examined in detail. The *ex tunc* assessment invoked by the applicant was to be referred only to the review of measures for the preservation of evidence/inspection, where no additional consideration of the result of the preservation of evidence/inspection itself was needed.

However, this approach was not compatible with the different scenario of an *ex parte* provisional injunction, where the alleged infringer must be allowed to put forward all the substantive arguments concerning the lack of infringement and the invalidity of the patent.

Cardo raised this issue in order to exclude from the review proceedings factual circumstances relating to the execution of the order that may be relevant to any award of damages in favour of the respondents.

The case law of the UPC has already provided extensive clarification on the scope of review proceedings, with particular reference to orders for the preservation of evidence and inspection (UPC CFI Nos. 407–408/2025, LD Brussels, order of 12 November 2025).

Insofar as is relevant here, and with specific reference to the review of an injunction issued *ex parte*, it should be emphasised that the review must be conducted in a manner consistent with the specific grounds raised by the applicant for review, and must involve a thorough assessment of all the grounds on which the request for review is based.

The determination of whether the requirements of sufficient degree of certainty (as to validity and infringement) and necessity (balance of interests) must necessarily take into account all the defences raised by the applicant in their application for review, without any possible limitation arising from the adoption of an *ex tunc* perspective.

As Reso Group correctly observed, the respondents must be given the right to a full defence, enabling them to present every possible argument in support of their case regarding non-infringement and patent invalidity.

Similar considerations apply to the balancing of interests, since any factual circumstance — even one that arises after an injunction is issued — may be relevant when weighing up the conflicting interests of the parties to determine which is ultimately most deserving of protection.

Conversely, an *ex tunc* perspective retains its full function and is practically indispensable when the court is required to (re)assess the lack of urgency resulting from the applicant's unreasonable delay in submitting the application for provisional measures.

For this purpose, the only circumstances that may be relevant must have arisen prior to the application being filed. Anything that occurs after that point in time is irrelevant.

Similar considerations may also be applied with regard to the risk of the applicant misrepresenting facts essential for the court to make a full assessment of the overall factual picture when issuing an *ex parte* order. Breaches of the duty of candour and misleading representations of facts can only be assessed based on facts that existed before the application was filed.

As noted above, the point in dispute between the parties concerns whether the circumstances relating to the enforcement of the order at the EICMA exhibition venue following the order for provisional measures should be taken into account in these review proceedings. Reso Group has made extensive reference to the timing and manner of enforcement, complaining that it suffered serious damage as a result of the specific manner in which the measure was executed, pursuant to and for the purposes of R. 213.2 RoP.

R. 213.2 RoP provides that “*where provisional measures are revoked, or where they lapse due to any act or omission by the applicant, or where it is subsequently found that there has been no infringement or threat of infringement of the patent, the Court may order the applicant, upon request of the defendant, to provide the defendant with appropriate compensation for any injury caused by those measures*”

The provision in question expressly includes appropriate compensation for any injury caused by the provisional measures among the consequences of their revocation.

In theory, it is also possible – though this must be proven in practice – that the harm suffered by the defendant may stem from the manner in which the measure was enforced, provided such enforcement was wholly or partly within the applicant's direct sphere of influence and control. When determining whether any injury was caused by the measures, all the specific circumstances of the case must be taken into account, including those arising after the order was issued. These circumstances are, by definition, to be included in the review proceedings. This means that an *ex tunc* assessment, referring back only to the time when the initial application for a measure to be issued *ex parte* was filed, cannot be used to make this determination.

Clearly, the revocation of a provisional measure may result from the granting of a review application. Review proceedings may therefore be the proper procedural context for the court to assess, at the request of a party, the appropriate compensation for any injury caused by the revoked measures.

5. The patent at issue.

EP 4 240 194 B1 has been granted with the title “*Fastening device, head-protective gear with such a fastening device*” by the European Patent Office on 9 October 2024 (Exh. 3).

The original application PCT/IB2021/060221 has a filing date of 4 November 2021, and was published on 12 May 2022, under WO 2022/097063 (Exh. 4). The patent claims priority from an earlier international application PCT/IB2020/060404, filed on 5 November 2020 and published under WO 2022/096918 A1 (Exh. 5).

As acknowledged in the opinion attached to the international search report (Exh. 6), the priority claim to the earlier application was found to be invalid because the content of the patent application does not correspond to that of the earlier application. Therefore, EP’194 does not validly claim priority date of 5 November 2020 and the only date relevant to validity is 4 November 2021.

The unitary effect of the patent was registered on 30 October 2024.

Cardo provides the following technical teaching of the patent in its application (pages 22-23):
“23. *The Patent relates to a combination of a functional unit, a receiving unit and a fastening device, providing a reliable fastening of the functional unit to the receiving unit as well as easy release (par. [0004] - [0005]).*

24. *The Patent describes use of at least one pair of magnets as means of fastening: a magnet located in the functional unit and a magnet located in the receiving unit. (par. [0006]).*

25. *The Patent explains that the magnets provide attractive forces when they are located close to each other. The use of at least one pair of magnets assists the user of a helmet when approaching the functional unit to the receiving unit, as the magnets pull the functional unit to the correct place relative to the receiving unit. This is achieved even when the user wears gloves and when the user cannot see the units as he or she wears a helmet. It is sufficient for the user to hold the units close to each other. The magnets provide the so-called self-centering effect. The attractive forces of the magnets hold further the functional and receiving units reliably when they are connected (par. [0008]).*

26. *This reliable fastening of functional unit and receiving unit is further achieved by the functional unit having abutment surface with at least one inclined portion and the receiving unit having abutment surface with at least one inclined portion, being (partially) aligned to inclined functional unit abutment surface portion, when the functional unit and the receiving unit are in the connected state (par. [0015]).*

27. *The fastening device has further a mechanical locking unit with a functional unit locking element allocated to the functional unit and a receiving unit locking element allocated to the receiving unit, which are adapted to cooperate with each other (par. [0018]).*

28. *The fastening device has also a securing element, being transferable between a securing position and a releasing position, to prevent in its securing position a movement of the functional unit relative to the receiving unit in a detaching direction while allowing such movement in its releasing position. (par. [0026]) Thus, the device provides for an easy and secure fastening while at the same time allowing for easy release.”*

The patent discloses a solution integrating several cooperating elements.

The functional unit (102) and receiving unit (104) each comprise abutment surfaces (106, 108), and the fastening device (100) includes at least one pair of magnets (110) - a functional unit magnet (112) and a receiving unit magnet (114) - arranged so as to generate strong attractive forces and a self-centering effect during approach. Correct positioning is further assisted by inclined abutment surface portions (106a, 108a) that guide the units into alignment (paras. [0005] - [0015]).

To prevent unintended detachment, the fastening device incorporates at least one mechanical locking unit (130) comprising a catch element (132) and a trap element (134) forming a snap-lock that engages automatically upon connection (para. [0018]). The catch element may comprise a resilient web (132c) and a backing wall element (138) to ensure purely elastic deflection, while the functional unit (102) extends laterally beyond the catch element to prevent accidental operation (para. [0020] - [0023]).

For controlled removal of the functional unit (102) from the receiving unit (104), the device further includes a securing element (140) movable between a securing position (SP) and a releasing position (RP) (para. [0025]). In its securing position, the securing element blocks movement of the functional unit (102) in the detaching direction (D), and its ability to move is constrained by movement-limiting abutment surfaces (142a, 142b; 144a, 144b) (para. [0030]).

Additional safety is provided by a stopper surface (150) on the receiving unit (104) cooperating with a stopper counter-surface (152) on the functional unit (102) to limit movement opposite to the detaching direction and to protect the electrical contacts (120) (para. [0031] - [0032]).

Paragraphs [0036] - [0058] describe, in an illustrated embodiment, a two-level retention system in which the mechanical locking unit (130) and the securing element (140) cooperate to prevent any unintended detaching movement of the functional unit (102) relative to the receiving unit (104). According to paragraph [0037], fastening occurs by approaching the functional unit (102) toward the receiving unit (104) in the connection direction (C), which extends substantially parallel to the height direction (H). Since the height direction (H) is orthogonal to the longitudinal direction (L), the connection direction (C) is therefore perpendicular to the longitudinal direction (L). In contrast, both paragraph [0025] and paragraph [0052] specify that the detaching direction (D) extends substantially parallel to the longitudinal direction (L). This geometric distinction is fundamental to the operation of the fastening device.

More generally, par. [0025] explains that the deflection direction of the catch end of the at least one catch element extends substantially parallel to a first direction, namely the transverse direction or the longitudinal direction, preferably the transverse direction, the detaching direction extends substantially parallel to a second direction, namely the longitudinal direction or the transverse direction, preferably the longitudinal direction, i.e. substantially orthogonal to both, the deflection direction and the connection direction.

The patent comprises 16 claims, of which claim 1 is independent.

Claim 1 of the patent reads as follows (the following features' breakdown has been accepted by all parties):

- 1.1 A combination of a functional unit (102) a receiving unit (104) and a fastening device (100) for releasably fastening said functional unit (102) in a connection direction (C) to said receiving unit (104),
- 1.2 said functional unit (102) and said receiving unit (104) each having a longitudinal direction (L), a transverse direction (T) and a height direction (H),
- 1.3 said functional unit (102) further having a functional unit abutment surface (106), and said receiving unit (104) further having a receiving unit abutment surface (108), said functional unit abutment surface (106) and said receiving unit abutment surface (108) being adapted for abutting against each other in the connected state,
- 1.4 said fastening device (100) further comprising at least one pair of magnets (110), at least one functional unit magnet (112) being allocated at or close to the functional unit abutment surface (106), and at least one receiving unit magnet (114) being allocated at or close to the receiving unit abutment surface (108),
- 1.5 said magnets (112, 114) of said at least one pair of magnets (110) exerting an attractive force to each other,
- 1.6 said fastening device (100) further comprising at least one mechanical locking unit (130) comprising a functional unit locking element (130a) allocated to the functional unit (102) and a receiving unit locking element (130b) allocated to the receiving unit (104), said locking elements (130a, 130b) being adapted and intended to cooperate with each other, characterized in that
- 1.7 said functional unit (102) includes a communication device (154)
- 1.8 the at least one mechanical locking unit (130) is designed as a snap-lock unit, comprising at least one catch element (132) and at least one trap element (134), adapted and intended to cooperate with each other, and
- 1.9 the fastening device (100) further comprises a securing element (140), said securing element (140) being transferable between a securing position and a releasing position, said securing element (140) being adapted to prevent in its securing position a movement of the functional unit (102) relative to the receiving unit (104) in a detaching direction (142), while allowing such movement in its releasing position,
- 1.10 a deflection direction of a catch end of the at least one catch element (132) extending substantially parallel to a first direction, namely the transverse direction (T) or the longitudinal direction (L), the detaching direction extending substantially parallel to a second direction, namely the longitudinal direction (L) or the transverse direction (T), i.e. substantially orthogonal to both, the deflection direction and the connection direction (C).

The applicant alleged infringement to the independent claim 1 and to dependent claims 2, 3, 5, 6, 7, 11, 15 and 16 of the patent in suit. These dependent claims read as follows:

2. The combination according to claim 1, wherein at least one of the functional unit magnet (112) and the receiving unit magnet (114) is an active magnet, e.g. a permanent magnet or an electromagnet.
3. The combination according to claim 1 or 2, wherein the positions of the at least one functional unit magnet (112) and of the at least one receiving unit magnet (114) in the connected state when viewed in the connection direction (C) are at least partially overlapping, preferably substantially aligned to each other.
5. The combination according to any of the preceding claims, wherein the functional unit abutment surface (106) comprises at least one inclined functional unit abutment surface portion (106a) and the receiving unit abutment surface (108) comprises at least one inclined receiving unit abutment surface portion (108a), being in the connected state of the functional unit (102) and the receiving unit (104) at least partially aligned to said at least one inclined functional unit abutment surface portion (106a).
6. The combination according to any of the preceding claims, wherein at each lateral side of the functional unit (102) and the receiving unit (104) at least one mechanical locking unit (130) is provided.
7. The combination according to any of the preceding claims, wherein the at least one trap element (134) is provided with a trap sliding surface (134a) and the at least one catch element (132) is provided with a catch sliding surface (132a), said trap sliding surface (134a) and said catch sliding surface (132a) when sliding along each other elastically deflecting a catch end (132b) of the catch element (132) to a locking preparation position.
11. The combination according to any of the preceding claims, wherein the securing element (140) is provided at, preferably integrally formed with, its allocated unit, namely the receiving unit (104) or the functional unit (102), preferably the receiving unit (104).
15. The combination according to any of the preceding claims, wherein said communication device (154) uses Bluetooth® technology.
16. The combination according to any of the preceding claims, wherein said receiving unit (104) is part of a head protection gear or formed as a separate unit operatively fixable to said head protection gear.

6. Claim construction.

The interpretation of the claims is governed by Art. 69 EPC and the Protocol on the Interpretation of Art. 69 EPC in conjunction with Art. 24.1 (c) UPCA. The same approach to claim construction is to be used when assessing infringement and validity; thus, Art. 69 EPC must be the governing principle in claim interpretation also in the context of validity.

According to the interpretations defined by the Court of Appeal (see UPC CoA no. 335/2023, order 26.2.2024, UPC CoA no. 1/2024, order 13.5.2024), the patent claim is not only the starting point, but the decisive basis for determining the protective scope of a European patent under Art. 69 EPC in conjunction with the Protocol on the Interpretation of Art. 69 EPC.

The interpretation of a patent claim does not depend solely on the strict, literal meaning of the wording used. Rather, the description and the drawings must always be used as explanatory

aids for the interpretation of the patent claim and not only to resolve any ambiguities in the patent claim.

However, this does not mean that the patent claim merely serves as a guideline and that its subject-matter also extends to what, after examination of the description and drawings, appears to be the subject-matter for which the patent proprietor seeks protection.

The patent claim is to be interpreted from the point of view of a person skilled in the art.

In applying these principles, the aim is to combine adequate protection for the patent proprietor with sufficient legal certainty for third parties.

These principles for the interpretation of a patent claim apply equally to the assessment of the infringement and the validity of a European patent.

The discussion between the parties focused mainly on the interpretation of features 1.8, 1.9 and 1.10, with particular reference to the snap-lock unit, the securing element and the cooperation between these two components, as well as to the detaching direction.

1.8. the at least one mechanical locking unit (130) is designed as a snap-lock unit, comprising at least one catch element (132) and at least one trap element (134), adapted and intended to cooperate with each other, and

1.9. the fastening device (100) further comprises a securing element (140), said securing element (140) being transferable between a securing position and a releasing position, said securing element (140) being adapted to prevent in its securing position a movement of the functional unit (102) relative to the receiving unit (104) in a detaching direction (142), while allowing such movement in its releasing position

1.10. a deflection direction of a catch end of the at least one catch element (132) extending substantially parallel to a first direction, namely the transverse direction (T) or the longitudinal direction (L), the detaching direction extending substantially parallel to a second direction, namely the longitudinal direction (L) or the transverse direction (T), i.e. substantially orthogonal to both, the deflection direction and the connection direction (C).

According to Reso Group, feature 1.8 defines the mechanical locking unit 130 explaining that it is a “snap-lock” unit and that it comprises at least one catch element 132 (highlighted in green below) and at least one trap element 134 (highlighted in red below) configured to cooperate with each other. The “cooperation” of the catch/trap elements is further defined in feature 1.10, explaining that the at least one catch element 132 and the at least one trap element 134 cooperate with each other by a deflection of the catch element 132 in the locking process and a longitudinal translation in the unlocking process.

Par. [0024] of EP’194 explains that the snap lock unit is not user-releasable : “*in order to prevent the user from unintentionally unlocking the mechanical locking unit, the functional unit may extend externally beyond the at least one catch element. In this way, the user’s fingers are not able to reach and operate the at least one catch element*”.

The catch/trap snap-lock unit, once established during the connection movement (pars. [0048] - [0051]), is not user-releasable and does not unlock during detachment. The user does not and cannot operate the catch element (132) to unlock the snap-lock. Instead, the design expressly prevents access to or manipulation of the catch element (par. [0024]). As a result, the snap-lock continues to hold the units together in the connection direction (C) throughout the detaching movement, while detachment proceeds purely by sliding the functional unit in direction D (see figure 4 below) after the securing element is released. In particular, only once the functional unit has been slid in the detaching direction by a distance greater than the length of the trap does the snap-lock unit cease to exert any retaining function.

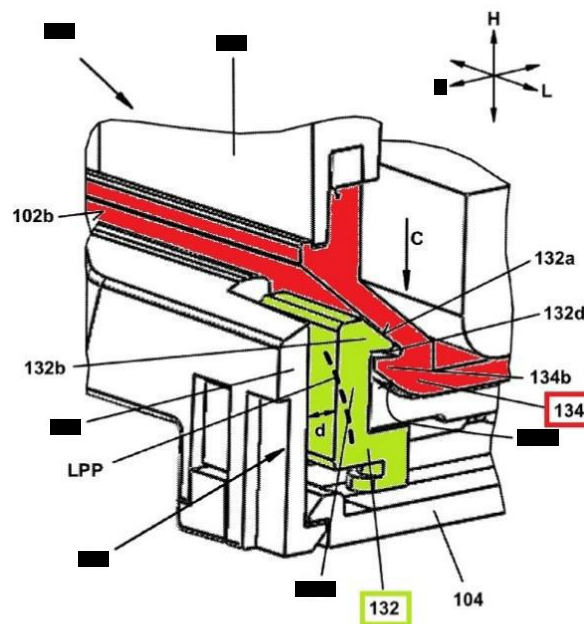


Fig. 3

Cardo's view is that par. [0024] describes only that the functional unit may extend externally beyond the at least one catch element, as to make said catch element unreachable to the user's fingers. This is not the same as saying the snap-lock is not user-releasable, nor does this say anything regarding its state during detachment.

The skilled person will understand, in light of the intention of the patent in suit to create a system with enhanced loss prevention and that is workable for users with decreased dexterity, that par. [0024] is limited to describing how the functional unit covering the catch element decreases the chance of the user unintentionally operating the catch element and thus accidentally releasing said catch element. Par. [0024] says nothing regarding the operability of the snap-lock, let alone whether its user-releasable, let alone in the context of detachment.

About the interpretation that the snap lock unit does not unlock during detachment: par. [0048] – [0051] only describe the connecting and subsequent locking of the functional device to the

receiving unit, through the magnets and the mechanical locking unit of the snap-lock. These paragraphs do not refer to detachment at all.

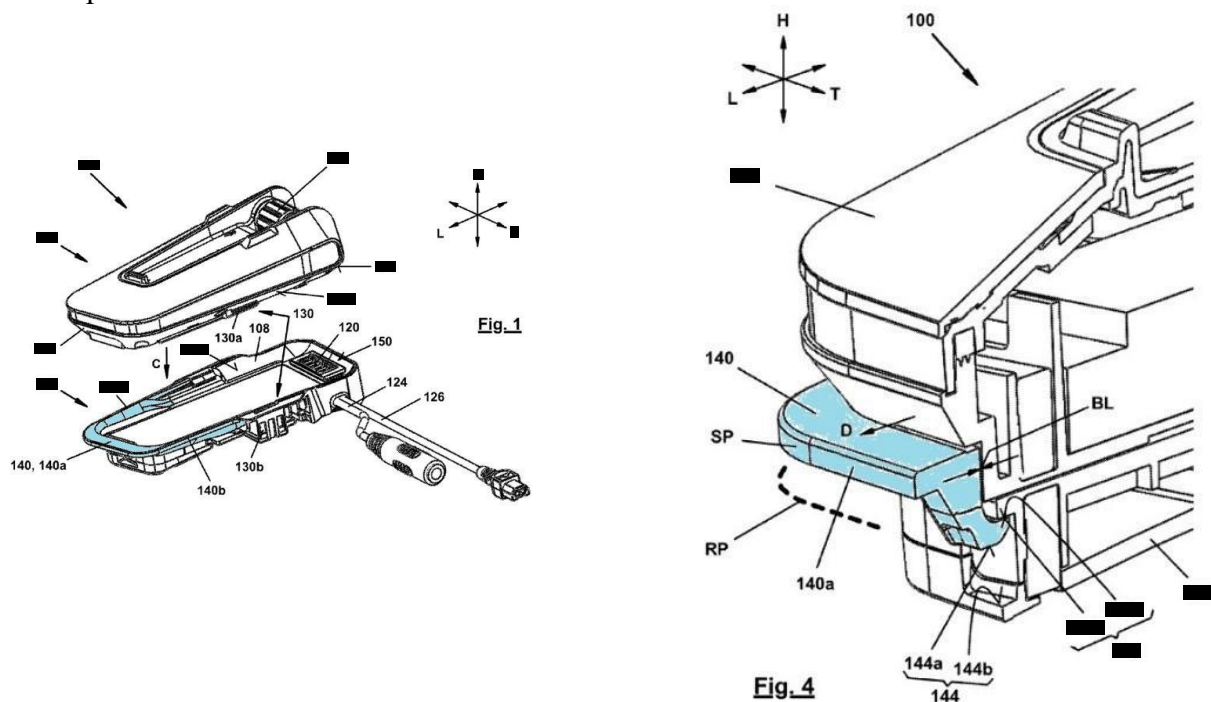
The Court considers that the configuration described in par. [0024] - “*the functional unit may extend externally beyond the at least one catch element*” - is merely a possibility (“*may*”). Therefore, it is not possible to derive a general limitation of the claim from this option.

The patent specification neither explicitly states a relationship between the detaching movement and the release of the snap lock unit nor describes the detaching of the functional unit by sliding. These elements have been arbitrarily added by Reso Group, and they cannot be used to limit the scope of the invention.

In Reso Group’s view, the securing element 140 can be transferred from a securing position to a releasing position RP, also shown with a dotted line in figure 4 of the patent (see below). Detachment of the functional unit from the receiving unit is allowed only through operating the securing element 140. Indeed, it is only when the securing element 140 is lowered in the releasing position RP that the functional unit can slide out of the receiving unit along the detaching direction D (i.e., along the longitudinal direction L).

The securing element does not cooperate with the snap lock unit. In the neutral state, it does not prevent the elements of the snap lock unit from being disengaged. It only prevents (or allows) movement of the functional unit in a specific direction, i.e. their detaching direction.

The function of the securing element is simply that of preventing any movement of the functional unit relative to the receiving unit in a detaching direction, exactly as required by the claimed feature, without ever mentioning or suggesting any interaction with the snap-lock unit. The descriptive part of the patent never mentions any interaction of the securing element with the snap-lock unit.



According to Cardo, feature 1.9 describes a securing element as being transferable between a securing position and a releasing position, therefore being adapted to prevent movement of the functional unit relative to the receiving unit in a detaching direction while in a securing position, while allowing such movement in its releasing position.

The described securing element has a binary state, one which allows and one which prevents movement.

Feature 1.9 does not prescribe the restrictions read into it by Reso Group.

Par. [0025] reads as follows: “... *the fastening device further comprises a securing element, said securing element being transferable between a securing position and a releasing position, said securing element being adapted to prevent in its securing position a movement of the functional unit relative to the receiving unit in a detaching direction, while allowing such movement in its releasing position. ...*”

Feature 1.9 and par. [0025] of the patent do not require (a) a securing element to be lowered, (b) the functional unit to slide out of the receiving unit, and (c) that the detaching direction D is exclusively longitudinal. Reso Group here makes the mistake of reading one specified embodiment as limiting the entirety of the technical teaching of the Patent.

While the Patent does claim versions of the securing element like fig. 4 which are (i) integrally formed with either the receiving unit or the functional unit, (ii) formed in a U-shape, and (iii) comprise first and second movement limiting means, these characteristics are specifically claimed in claims 11, 12 and 13 respectively, and not in feature 1.9. Hence, claim 1 is broader than claims 11-13 in that regard.

The securing element cooperates with the mechanical locking unit (the snap-lock unit) and thus in its neutral state prevents the elements of the snap-lock unit from being disengaged. This conclusion is supported by Cardo’s following statements made during granting proceedings before the EPO (see prosecution history, exhibit 11, p. 167 and f.).

Finally, D2 fails to disclose that an unintended release of the mechanical locking unit is prevented by a securing element cooperating with the mechanical locking unit.

Amended claim 1 emphasizes this cooperation by defining the function of the securing element vis-à-vis a detaching movement of the functional unit relative to the receiving unit, on the one side, and by defining the relationship between the detaching direction, the deflection direction of the catch element, and the connection direction, on the other side.

- And the third step of loss protection is constituted by the securing element mechanically preventing the elements of the snap-lock unit from being disengaged.

The Court considers that it is incorrect to say that it is necessary to lower the securing element. This interpretation introduces an arbitrary restriction, given that, according to the patent (see par. [0025]), the securing element must be transferable from a securing position to a releasing position. Lowering is just one of the possible ways of making that transition from the securing to the releasing position.

The purpose of the securing element is to prevent the detaching movement, triggered by pushing the functional unit in the detaching direction (par. [0026]). This direction may be longitudinal or transverse, according to feature 1.10.

As already explained above, the patent does not provide for any “sliding”: par. [0026] merely states that, after the element has been transferred from its securing position to its releasing position, the user has to push the functional unit in the direction of detachment.

The interpretation of the patent’s claim, based on the descriptive part and the drawings, reveals that the claim provides for cooperation between different elements, in particular between the snap-lock unit and the securing element, to achieve a reliable fastening of the functional unit to the receiving unit. In particular, the securing element, when in the securing position prevent movement of the functional unit relative to the receiving unit in the detaching direction, a movement that could in turn cause the snap-lock unit to disengage.

The accuracy of this interpretation is further confirmed by the file’s prosecution history.

The UPC Court of Appeal has clarified that the patent claim must be interpreted from the perspective of the person skilled in the art. The applicant’s assertions during the grant proceedings can be seen as an indication of the view of the person skilled in the art at the filing date see (UPC CoA no. 402/2024 and 405/2024, order of 20 December 2024; UPC CoA no. 534/2024 and 19/2025, decision of 3 October 2025; see also UPC CFI no. 630/2025, LD Düsseldorf, order of 31 October 2025).

Although statements made by the patent proprietor during examination proceedings before the EPO are not binding, they may nevertheless provide further guidance on interpretation as they reflect the possible opinion of the person skilled in the art (see UPC CFI no. 727/2024, LD Milan, decision of 5 May 2026).

Reso Group observes that feature 1.10 specifies that a catch end (i.e., the portion 132b in green in the figure below) of the catch element 132 deflects in a deflection direction that is substantially parallel to a first direction (that is to say either to the transverse direction T or to the longitudinal direction L). According to the embodiment of figure 3, the deflection direction is parallel to the transverse direction T.

This deflection is so explained in par. 0049 of EP ‘194: “*During the last phase of the approaching movement, the trap sliding surface 134a and the catch sliding surface 132a of the at least one mechanical locking unit 130 slide along each other and the catch end 134b of the catch element 134 is deflected to a locking preparation position LPP indicated by a dashed line in Figure 3. This is enabled by the resilient web 132c being elastically deflected towards the backing wall element 138*”.

At the same time, this feature specifies that the detaching direction D claimed in feature 1.9 extends substantially parallel to a second direction (that is to say either to the longitudinal direction L or to the transverse direction T).

It is clear from the wording of this feature that the first direction (deflection, transversal direction) and the second direction (detaching, longitudinal direction) cannot be the same direction. In any case, this feature further specifies that the second direction is substantially orthogonal to both, the deflection direction and the connection direction (C).

For the transitive property therefore, also the detaching direction D is orthogonal to both, the deflection direction (parallel to T) and the connection direction (C).

This means that the only relationships admissible for the deflection/detaching/connection directions are those as follows:

	Case 1	Case 2
Deflection	Transverse direction T	Longitudinal direction L
Detaching	Longitudinal direction L	Transverse direction T
Connection	Height direction H	Height direction H

Feature 1.10 therefore necessarily implies that the connection direction is the height direction H and that the detaching direction is either a longitudinal direction L (case 1) or a transverse direction T (case 2), as long as it is orthogonal to the deflection direction.

Feature 1.10 does not merely provide that the detaching direction extends substantially *parallel* to the longitudinal or transverse direction, but most importantly that it also extends *orthogonally* to the connection direction.

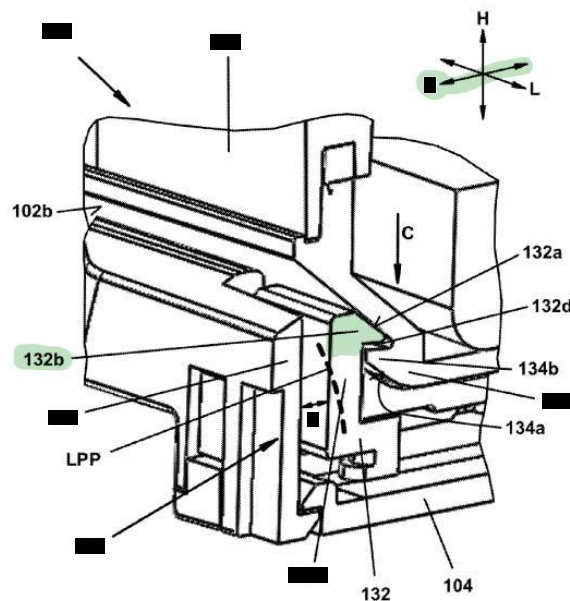


Fig. 3

Cardo underlines that Reso Group inaccurately adds that the at least one catch element and the at least one trap element necessarily cooperate with each other by a longitudinal translation in the unlocking process.

Claim 1.10 does not describe that the unlocking process of the snap-lock unit specifically works by cooperation of the at least one catch element and the at least one trap element through longitudinal translation, nor does the description of the Patent dictate this. What feature 1.10 says is that the detaching direction extends substantially parallel to the longitudinal or transverse direction. This does not lead to the conclusion that any unlocking of the snap-lock unit necessarily will be done through exclusively longitudinal translation.

Feature 1.10 uses the words “*substantially parallel*” and “*substantially orthogonal*” which clearly indicate that the detaching does not have to be in one specific and exclusive direction. Rather, it encompasses for example a combination of directions, like substantially parallel and to a small extent in another direction.

The Court considers that feature 1.10 clearly defines the possible combinations of deflection, detaching and connection directions. In this respect, the summary table submitted by Reso Group is correct and consistent with the wording of the claim as well as the features of all the main structural elements of the device.

The meaning of ‘substantially parallel’ and ‘substantially orthogonal’ proposed by Cardo is not convincing. Interpreting the detaching direction as a combination of a ‘main’ direction and another direction is too broad. This interpretation is contradicted by the wording of the claim and is not supported by the text of the patent.

7. Infringement.

As regards infringement, the parties’ submissions focused on a limited set of features, namely features 1.8, 1.9 and 1.10—or, more precisely, on features 1.9 and 1.10, since feature 1.10 was treated in this context as specifying feature 1.8.

The infringing products include a snap-lock unit consisting of two catch elements (indicated by the green arrows) and two trap elements (indicated by the red arrows), designed and intended to cooperate with one another.





RESO PRO



RESO NEO

The catch elements and the trap elements snap together, locking the functional unit in place and preventing it from moving, including in the connection direction. Therefore, feature 1.8 is present in the *Reso Pro* and *Reso Neo* devices.

According to Cardo, feature 1.9 shows that a securing element has to:

- be part of the fastening device,
- be transferable between a securing position and a releasing position and
- be adapted to prevent in its securing position a movement of the functional unit relative to the receiving unit in a detaching direction, while allowing such movement in its releasing position.

In the infringing products the securing element corresponds with the plastic element / button (one extremity of the plunger) which extrudes on one side of the *Reso Pro* and *Reso Neo* and internally is placed longitudinal against the catch elements.

The securing element's (the plunger as a whole) internal extremity acts on the catch elements. The pressure of pushing the securing element results in a sliding movement of the securing element in the longitudinal direction. Due to the inclined surfaces of the internal extremity of the securing element, the pushing of the securing element against the catch elements results in the springs of the catch elements deflecting in the transverse direction. While pressed, the catch elements are therefore placed in a position where the hook of the catch element does not interact with the corresponding trap elements on the functional unit. The functional unit is therefore released from the receiving unit.

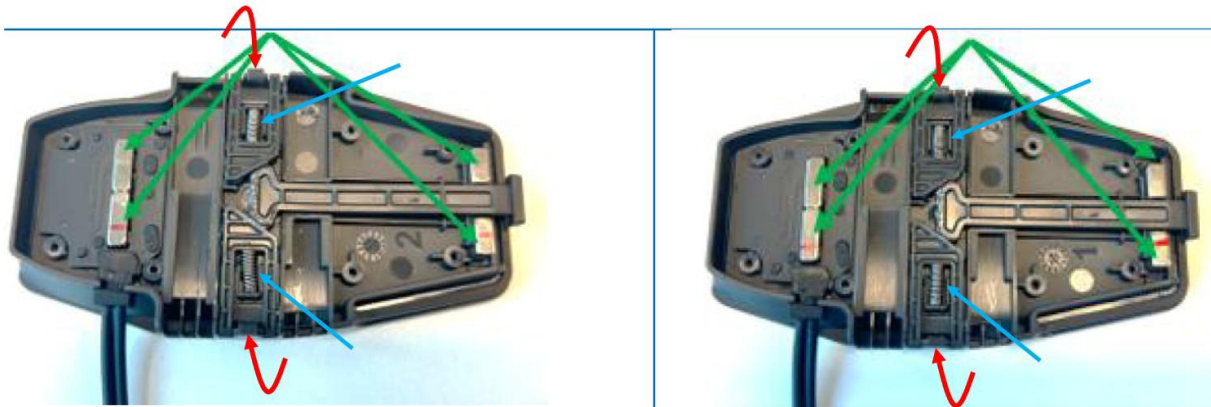
The above shows that the securing element is transferable from a securing to a releasing position when pressed. Inversely, the springs of the catch elements ensure that the securing element returns from the releasing position to the securing position when no longer pressed. The above also shows that the securing position prevents movement of the functional unit relative to the receiving unit in a detaching direction.

Regarding feature 1.10, Cardo observes that the catch end of the catch elements deflects in conjunction with the spring comprised in the catch element. Both catch elements comprise a spring which is pressed on by the longitudinal movement of the securing element against the

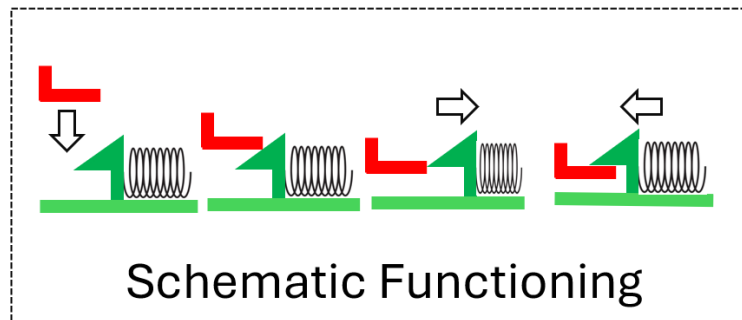
catch element. It is the fundamental behaviour of a spring to deflect. It is exactly this deflection of the coils of a spring that allows said spring to spring back into its original shape after the pressure on it has ended, in this case pushing the catch end of the catch elements back in their original position after the securing element is placed in the securing position.

The functional unit is securely held to the receiving unit by magnets and the snap-lock features as well as the functioning of the securing element, preventing any movement including to the detaching direction. When the securing element is put in the releasing position (by pressing on it) – after the strong force of the magnets in *Reso Pro* and *Reso Neo* has been overcome by slightly lifting the functional unit from the receiving unit – it allows movement relative to the receiving unit (also in the detaching direction).

Reso objects that the catch elements, whose hooks protrude downward from the external face of the top components (as shown by the red arrows in the figures below), are kept in the locking position by means of the springs indicated with a blue arrow.

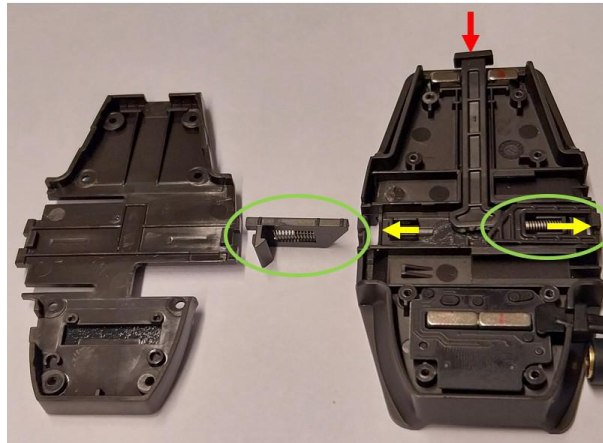


When the functional unit is inserted into the receiving unit, the trap elements push the catch elements against the force exerted by the respective springs so as to make them slide towards the outside in a transversal direction. As soon as the border of the trap element goes beyond the hook of the catch element, the catch element returns in the locking position by means of the force exerted by the respective spring. In the picture below there is a schematic representation of the snap-lock mechanism, showing the hook of the catch element in green and the trap element in red.

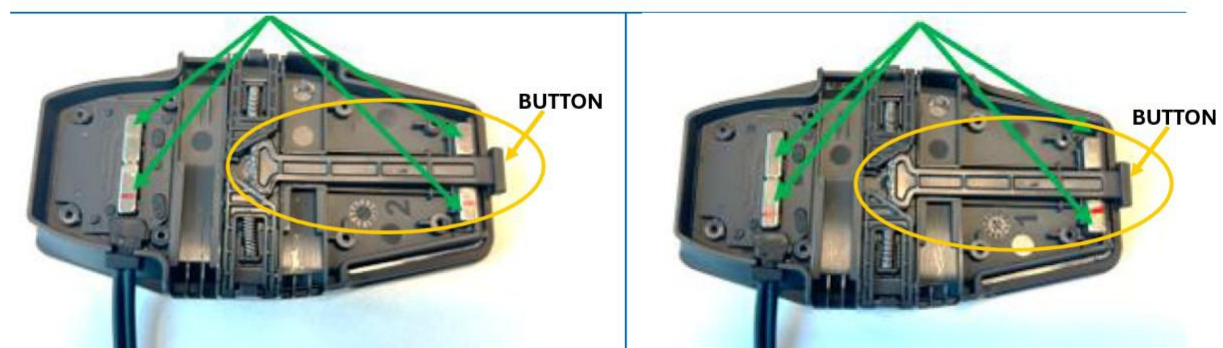


When the button is pushed by the user, the catch elements move toward the outside of the receiving unit surface, thus freeing the functional unit.

The catch elements shown in the green circles above are rigid elements that slides in the direction of the yellow arrows thanks to, or against, the force exerted by the springs. Such catch elements do not deform and do not deflect when the button is pressed. They simply translate from one position to another.



The button is the first extremity of a plunger circled in orange in the picture below. The opposed second extremity of the plunger acts on the sliding catch elements. A pressure of the button (in the direction of the red arrow depicted above) results in a sliding movement of the plunger in the longitudinal direction. Due to the inclined surfaces of the second extremity of the plunger, such longitudinal movement of the plunger results in a pushing of the sliding catch elements in the transverse direction, outwardly, against the force exerted by the springs. While the button is pressed by the user, the catch elements are kept in an outward position where the hook does not interact with the corresponding trap elements on the functional unit. While the button is kept pressed, the functional unit can therefore be freed from the receiving unit.



In order to release the functional unit from the receiving unit, the user presses a button that acts directly on the same means that ensure the locking of the functional unit in the receiving unit.

No other means are present in Reso's products to operate the release mechanism of the functional unit from the receiving unit.

Attaching and detaching the functional unit to and from the receiving unit happens exclusively in a connection direction that is orthogonal to the abutting surfaces of the two units.

Reso Group argues that *Reso Pro* and *Reso Neo* do not implement feature 1.9 as they comprise only a single locking mechanism and that the same single locking mechanism can be released by acting on a button (there are no other securing mechanisms additional to the locking mechanism), the plunger that ends on one side with a button is an element of the locking mechanism, actuating mean for the release, and it does not have any securing position, since securing of the functional unit is only performed by the magnets and the snap-lock mechanism.

Also feature 1.10 is not present. The catch end (i.e., the hook) of the catch element does not deflect in a "deflection direction" when cooperating with the trap element as claimed; the catch element is a rigid body that slides, against the force exerted by a spring, along a sliding direction. The catch elements in Reso Group's products are indeed rigid elements that slide in the transversal direction thanks to, or against, the force exerted by the springs. Such catch elements do not deform and do not deflect when the button is pressed. They simply translate, or slide, from one position to another. The functional unit of the *Reso Pro* and *Reso Neo* can only be removed from the receiving unit in a disconnecting direction that is orthogonal to the plane of abutment between the two abutting surfaces of respectively the functional unit and the receiving unit.

According to the interpretation of feature 1.9 rendered above, the Court deems reasonable to conceive that the securing element is separate element from the snap-lock unit, as suggested by the claim's wording "*the fastening device (100) further comprises a securing element*", particularly for the purpose of the explained cooperation between the snap-lock unit and the securing element itself.

The plunger in the infringing products seems to work only as an actuating means of the locking unit, as the pressure on its external extremity deactivates the locking mechanism and allows for the release of the functional unit from the receiving unit.

According to the established standard of the burden of proof ("more likely than not"), this would be sufficient to exclude literal infringement of feature 1.9.

It can be left open if the plunger may be intended as an equivalent to the securing element, even as a part of the locking mechanism, considering that its function would be to reduce the risk of an unintentional loss of the functional unit. This point was discussed at length by the parties.

In any case, whichever the interpretation may be on this point, the functional unit of the Reso Group's products can only be removed from the receiving unit in a detaching direction that is orthogonal to the plane of abutment between the two abutting surfaces of respectively the functional unit and the receiving unit.

Examining the products at the oral hearing confirmed that, once the button (plunger extremity) is pressed and the catch elements are released, movement of the functional unit relative to the

receiving unit is prevented in the longitudinal or transverse directions, and detachment can only occur substantially in the height direction.

Cardo argues that releasing the functional unit from the receiving unit in the height direction rather than in a longitudinal or transverse direction is technically equivalent to release in the longitudinal or transverse direction. This detaching direction achieves the same function in the same manner as the detaching direction of the patent because the functional unit is detached from the receiving unit by a movement.

Reso Group objects lack of substantiation for this argument. Besides that, it observes that the patent introduces a clear distinction between the connection direction, parallel to the height, and the detaching direction, orthogonal to the first one.

The Court considers that the reference to a detachment resulting from “*a movement*” is too vague to constitute a valid basis for a claim seeking a declaration of infringement by equivalence. Cardo’s defence on this point is therefore deemed to lack adequate substantiation.

In any event, assessing an infringement by equivalence on these grounds would seriously jeopardise the need for legal certainty for third parties, resulting in an unacceptable broadening of the scope of protection of the patent. The technical solution implemented in the Reso Group’s devices achieves connection and detachment along the same direction, parallel to the height direction, in open and direct contradiction to what is expressly claimed in the patent – namely, the orthogonality between the connection direction (parallel to the height direction) and the detachment and deflection directions.

In light of the above considerations, the Court considers that it is more likely than not that there has been neither literal nor equivalent infringement of the patent in suit.

8. Conclusions

Since the applicant has not provided reasonable evidence with a sufficient degree of certainty that the patent is infringed (Art. 62(4) UPCA and R. 211.2 RoP), the other requirements for preliminary injunctions do not have to be examined.

It should be noted, once again, that the requirements for granting a provisional measure are of a cumulative nature, in the sense that not meeting one of these conditions implies the claims for provisional measures to be held unfounded without the necessity or obligation for the Court to further assess any other requirement.

Therefore, the Court finds that the application for review submitted by Reso Group is well founded. In accordance with R. 212.3 and 197.4 RoP, the order of 5 November 2025 must be entirely revoked.

9. Value of the case.

Cardo has declared a value of the case of EUR 500.000. Reso Group did not dispute such declaration.

The Court considers that there is no factual reason, at this stage, to deviate from such undisputed declaration. Therefore, the value of the case is set at EUR 500.000.

10. Interim award of costs

With regard to Reso Group's request, the Court of Appeal of UPC has already clarified that an interim award of costs may also be ordered in favour of the defendant in proceedings for provisional measures. The fact that R. 211.1(d) RoP, unlike R. 150.2 RoP, does not expressly provide for interim award of costs to the successful party does not preclude this. For reasons of equality of arms alone, the same rules apply in proceedings for interim measures as in the main proceedings.

In proceedings for provisional measures, there will often be reasons to allow the successful party an interim award of costs. This allows the successful party to recover, on an interim basis, at least part of the costs incurred from the unsuccessful party, pending the subsequent start and final conclusion of separate proceedings for cost decision as set out in R. 150 et seq. RoP (see UPC CoA no. 317 - 376/2025, order of 28 November 2025; see also UPC CFI no. 587/2025, LD The Hague, order of 22 October 2025).

As for the extent of the interim award, the Court of Appeal considers that is generally appropriate up to equal to half of the applicable ceiling, unless there are clear indications that the successful party in fact incurred fewer representation costs, or that 50% of the applicable ceiling is more than what would be reasonable or proportionate in the particular circumstances of the case. At the same time, the Court cannot assume that the successful party is entitled to more than 50% of the applicable ceiling before the conclusion of the cost proceedings (see UPC CoA no. 19/2026, order of 18 February 2026).

Under the ceiling for recoverable costs adopted by the Administrative Committee on 24 April 2023 pursuant to R. 152.2 RoP, the maximum recoverable representation costs for a case valued at up to EUR 500.000 are EUR 56.000.

Applying the legal principles set out above, the Court awards Reso Group interim costs in the amount of EUR 28.000.

The final decision on costs will be taken in the main proceedings already pending between the parties. Accordingly, Reso Group is not required to commence separate proceedings under R. 150 et seq. RoP before a final decision on the merits of the case will be actually delivered.

11. Release of the security for damages paid by Cardo pursuant to R. 211.5 RoP

In the impugned order, the Court ordered Cardo to provide a security for the amount of EUR 100.000 for appropriate compensation for any injury likely to be caused to the defendant - which the applicant may be liable to bear - in the event that the Court revokes the order for provisional measures, pursuant to R. 211.5 RoP.

The revocation of the order of 5 November 2025 also affects the order to pay the security.

The sum of EUR 100.000 must therefore be released, and it is necessary to determine to whom this release should be made, taking into account the specific requests of the parties on this point.

R. 213.2 RoP stipulates that where provisional measures are revoked the Court may order the applicant, upon request of the defendant, to provide the defendant appropriate compensation for any injury caused by those measures.

Reso Group claims to have suffered serious reputational damage as a direct consequence of the manner in which the measure was enforced by the applicant. Cardo involved the presence of the police and caused unnecessary clamour during the EICMA fair, without any objective necessity, given Reso Group's cooperative attitude. Therefore, the respondents request the release of the security in their favour, pursuant to R. 352.2 RoP.

Cardo opposes this request, arguing that the measure was carried out under the bailiff's supervision and control, in accordance with Italian procedural rules. The use of law enforcement officers, even as a mere precaution, was within the bailiff's exclusive remit.

Leaving aside any possible considerations regarding the practical arrangements for the execution of the provisional measures, the Court notes that Reso Group has not provided any concrete evidence of the harm it alleges. The case file contains only three photographs, apparently extracted from a Chinese social network (see Exhibit 23), which are insufficient to demonstrate widespread public exposure of the proceedings relating to the interim measure.

The application for the release of the security in favour of Reso Group, based on these grounds, must therefore be rejected.

On the other hand, Reso Group is entitled to obtain the release of the security for the limited amount of EUR 28.000, which corresponds to the sum awarded for legal costs. In fact, "*the compensation for any injury likely to be caused to the defendant*", provided for in R. 211.5 RoP, must be extended to cover the legal costs of the proceedings for provisional measures. In this respect, it should also be noted that it is widely accepted that there is no scope to seek separate security for costs under R. 158 RoP in these types of proceedings (see UPC CFI no. 463/2023, LD Düsseldorf, order of 30 April 2024).

Instead, the remaining sum of EUR 72.000 must be paid back to Cardo, who is entitled to a refund of the amount paid in accordance with the revoked order. save the provisions set out above regarding the portion of the security deposit due to Reso Sport.

Finally, the Court orders that the seized goods be returned to Reso Group.

The decisions concerning the release of the security and the return of seized goods are under condition that this order becomes final.

ORDER

The Unified Patent Court, Court of First Instance, Milan Local Division:

- 1) revokes the order of 5 November 2025 in its entirety;
- 2) set the value of the case at EUR 500.000;

- 3) orders Cardo Systems, Ltd. to pay in favour of Shenzhen Ziwu Chuangxin Technology Co., Ltd. and of Resosport Limited the amount of EUR 28.000 as an interim award of costs under R. 211.1(d) RoP and Art. 69 UPCA;
- 4) orders that:
 - a) the security paid by Cardo Systems, Ltd. based on the order of 5 November 2025 be partially released in favour of Shenzhen Ziwu Chuangxin Technology Co., Ltd. and Resosport Limited for the amount of EUR 28.000 and be released in favour of Cardo Systems, Ltd. for the remaining amount of EUR 72.000;
 - b) the seized goods be released in favour of Shenzhen Ziwu Chuangxin Technology Co., Ltd. and of Resosport Limited;
 under condition that this order becomes final.

Milan, 18 June 2026.

Pierluigi Perrotti presiding judge and judge rapporteur	Pierluigi Perrotti  Firmato digitalmente da Pierluigi Perrotti Data: 2026.06.18 07:28:21 +02'00'
Alima Zana legally qualified judge	ALIMA ZANA  Firmato digitalmente da ALIMA ZANA Data: 2026.06.18 09:02:52 +02'00'
Samuel Granata legally qualified judge	Samuel Rocco M Granata  Digitally signed by Samuel Rocco M Granata Date: 2026.06.18 13:51:07 +02'00'
On behalf of the technically qualified judge Marie-Paule Vanderberg, as she is temporarily without a functioning signature device Pierluigi Perrotti presiding judge and judge rapporteur	Pierluigi Perrotti  Firmato digitalmente da Pierluigi Perrotti Data: 2026.06.18 07:28:54 +02'00'
for the Deputy Registrar	Digitally signed Ferretti Maddalena 2026-06-18 08:41:23 +0200 Unified Patent Court Einheitliches Patentgericht Juridiction unifiée du brevet

INFORMATION ABOUT APPEAL

An appeal against this order may be brought in accordance with Art. 73(2)(a) UPCA and R. 220.1(c) and 224.1(b) RoP within 15 calendar days of the service of this order.