

**Final Decision of the Court of First Instance
of the Unified Patent Court
delivered on 31/07/2026**

CLAIMANT

Bostik, Inc.

11320 W Watertown Plank Rd,
53226, Wauwatosa, Wisconsin, US

Represented by Gaëlle BOUROUT

and other representatives from the Law Firm
LINKLATERS LLP, Paris

DEFENDANTS

1-Henkel France

245 rue du vieux Pont de Sèvres
92100 Boulogne-Billancourt, FR

Represented by Marcus GROSCH

and other representatives from the Law Firm
QUINN EMANUEL, Munich

2-Henkel France Operations

245 rue du Vieux Pont de Sèvres 92100
Boulogne-Billancourt, FR

3-Henkel Technologies France

245 rue du Vieux Pont de Sèvres 92100
Boulogne-Billancourt, FR

4-Henkel AG & Co. KGaA.

Henkelstraße 67,
40 589, Düsseldorf, DE

5-Henkel Nederland B.V.

Brugwal 11,
3432 NZ, Nieuwegein, NL

6-Henkel Italia S.r.l.

Via Carlo Amoretti 78,
20157, Milano, DE

PATENT AT ISSUE

Patent no.

Proprietor

EP 1 725 627 B1

BOSTIK Inc.

DECIDING JUDGES

Presiding judge	Camille Lignières
Judge-rapporteur	Carine Gillet
Legally Qualified judge	Maximillian Haedicke
Technically Qualified judge	Rudi Goedeweck

LANGUAGE OF PROCEEDINGS: English

DECISION

SUMMARY OF THE FACTS

1. BOSTIK Inc. (hereafter BOSTIK), founded in 1889 and headquartered in the USA, a subsidiary of Arkema (a global leader in specialty materials) since 2015, is specialized in the design, development and manufacture of adhesives, used in a variety of sectors: construction, industrial production, electronics, automotive, medical and packaging, particularly food packaging, such as cold-sealable adhesives. BOSTIK is the proprietor of Patent EP 1 725 627 (hereafter EP 627 or “the Patent”), entitled ‘cohesive coating for snack food packaging’ and claims to be at the forefront of major innovations.
2. The HENKEL Group, founded in 1876 and based in Düsseldorf, is a German multinational company that positions itself as a global leader in three sectors, including, among them, glues and adhesives. Its business is structured around two main divisions: ‘Consumer Brands’ (including beauty products, laundry and household cleaning products) and ‘Adhesive Technologies’ (adhesives, sealants and functional coatings, aimed at industry professionals in three sectors, including packaging and consumer goods). It has subsidiaries around the world, including notably, HENKEL France (Defendant 1), specialized in the sale of chemical products; HENKEL Technologies France (Defendant 2), specialized in the manufacture, processing, purchase, sale, import and export of chemical products and finished goods; HENKEL France Operations (Defendant 3), operating the formulation, manufacture and processing of chemical products and finished goods, including adhesives and sealing products and HENKEL Nederland BV and HENKEL Italia Srl (Defendants 5 et 6), which operate in the field of high-performance adhesives for industrial and consumer applications.
3. On 29 October 2024, BOSTIK sent HENKEL a formal letter of complaint regarding the circulation within the European Union market, of HENKEL’s Loctite® Liofol products alleged to infringe Patent EP 627. This letter has had no effects (BOSTIK Exhibit n°18).
4. On 4 July 2025, BOSTIK Inc. filed an infringement action (UPC_CFI_583/2025), before the Paris Local Division, against HENKEL France (Defendant 1), HENKEL Technologies France (Defendant 2), HENKEL France Operations (Defendant 3), HENKEL AG & Co, KGaA (Defendant 4), HENKEL Nederland BV (Defendant 5) and HENKEL Italia Srl (Defendant 6), stating that cold-sealable cohesive coatings from HENKEL’s Loctite® Liofol range (in particular product codes CS 7300-21, CS 7500-22, CS 22-861 and CS 7416) replicate the characteristics of Patent EP 1 725 627, within the French, German, Italian, Dutch, Spanish and the UK territories.

5. HENKEL filed a counterclaim for revocation (UPC_CFI_1435/2025).
6. BOSTIK submitted a conditional application to amend the Patent according to three auxiliary requests.

PARTIES' REQUESTS

7. BOSTIK, in the updated statement of its requests (written submissions dated 11 June 2026), asks the Court to:

In the infringement action

I. Considering Article 64 UPCA

-Declare that HENKEL France, HENKEL France Operations, HENKEL Technologies France, HENKEL AG & Co KGaA, HENKEL Nederland B.V. and HENKEL Italia have committed acts of infringement of Patent EP 1 725 627 B1:

-between

-12 March 2019 and 11 February 2025 for Loctite® Liofol product identified by reference CS 22-861;

-11 June 2019 and 11 February 2025 for Loctite® Liofol product identified by reference CS 7300-21;

-at a minimum, between 4 July 2020 and 11 February 2025 for Loctite® Liofol products identified by references CS 22-861 and CS 7300-21;

-by manufacturing, offering, placing on the market, importing and storing;

-Loctite® Liofol products identified by references CS 7300-21 and CS 22-861;

-in France, Germany, Italy, the Netherlands, Spain and the United Kingdom.

II. Considering Article 68 UPCA and Regulation (EU) No. 1215/2012 (Brussels I bis)

A. Declare the Defendants liable for all the damages resulting from the Patent infringement described in point I.;

B. Order the Defendants to jointly and severally pay BOSTIK, Inc. the provisional sum of nine million (9,000,000) euros as compensation for the economic loss suffered as a result of the acts of infringement;

C. Order the Defendants to jointly and severally pay BOSTIK, Inc. the sum of one hundred thousand (100,000) euros as provisional compensation for the non-material damage resulting from the infringement.

III. Considering Article 67 UPCA and Regulation (EU) No 1215/2012 (Brussels I bis)

-Order the Defendants, to provide BOSTIK, Inc. under a penalty of ten thousand (10,000) euros for each day of delay, after a period of one (1) month from the service of the forthcoming decision, any information:

-relating to the French, German, Italian, Dutch, Spanish and British territories

and

-relevant for the period between (i) 12 March 2019 and 11 February 2025 for Loctite® Liofol product identified by reference CS 22-861 and (ii) 11 June 2019 and 11 February 2025 for Loctite® Liofol product identified by reference CS 7300-21;

-at a minimum, between 4 July 2020 and 11 February 2025 for Loctite® Liofol products identified by references CS 22-861 and CS 7300-21;

concerning:

- the origin and distribution channels of Loctite® Liofol products identified by the references CS 7300-21 and CS 22-861;
- the quantities manufactured, offered, placed on the market, imported and stored by the Defendants, as well as the turnover and margin achieved by each of them as a result of the sale of Loctite® Liofol products identified by the references CS 7300-21 and CS 22-861;
- the names and addresses of the manufacturers, wholesalers, importers and other previous holders of the Loctite® Liofol products identified by the references CS 7300-21 and CS 22-861.

IV. In the alternative, considering Articles 57 and 59 UPCA

A. If the Defendants were to dispute the evidence provided and the infringement, order an expert opinion, and appoint any expert of the UPC's choice, with the mission to:

- obtain samples of the Loctite® Liofol products CS 7300-21 and CS 22-861 from the defendants, within one (1) month of service of the forthcoming decision and subject to a penalty of ten thousand (10,000) euros for each day of delay, as well as samples kept for quality control tests corresponding to the copies of the Loctite® Liofol products CS 7300-21 and CS 22-861 sold before 11 February 2025;
- to be provided with any technical document concerning Loctite® Liofol products CS 7300-21 and CS 22-861 that may enable analyses to be carried out;
- carry out nuclear magnetic resonance ("NMR") spectroscopy analyses and adhesion tests to determine the chemical composition and cohesive strength of each of the samples of Loctite® Liofol CS 7300-21 and CS 22-861;
- to obtain explanations and statements from HENKEL France, HENKEL France Operations, HENKEL Technologies France, HENKEL AG & Co KGaA, HENKEL Nederland B.V. and HENKEL Italia, and to obtain any other documents that may prove necessary for the fulfilment of its mission;

B. Note that any difficulty likely to compromise the commencement, progress or completion of the operations will be referred to the Paris Local Division;

C. Order that the security for the expert's costs will be fixed at a later date, once the expert has reviewed the elements to be analysed and has assessed the cost of his intervention;

D. Order that the expert submit his report to the Registry of the Paris Local Division of the Court of First Instance of the UPC within two (2) months of service of the decision.

V. Considering Article 69 UPCA

A. Order the Defendants to bear the legal costs and other expenses incurred by BOSTIK, Inc.;

B. Order the Defendants to provide adequate security for these costs in the amount of fifty thousand (50,000) euros.

VI. Considering Article 80 UPCA

A. Order the publication of the judgment in five (5) newspapers or periodicals chosen by BOSTIK, Inc. at the expense of the Defendants, up to a maximum of 10,000 (ten thousand) euros per publication, excluding tax, within fifteen (15) days of service of the judgment, subject to a definitive penalty of two thousand (2,000) euros for each day of delay;

B. Order the publication at the top of the home page of the websites <https://www.HENKEL.com/>, <https://www.HENKEL.fr/>, <https://www.HENKEL.de/>, <https://www.HENKEL.it/>, <https://www.HENKEL.nl/>, <https://www.HENKEL.es/> and <https://www.HENKEL.co.uk/> in Times New Roman font, size twelve (12), of a press release containing the operative part of the forthcoming decision, for a period of three (3) months within eight (8) days of service of the forthcoming decision, subject to a definitive penalty of two thousand (2,000) euros for each day of delay.

VII. Considering Article 82 UPCA

Append that the forthcoming decision be immediately enforceable, notwithstanding appeal and without provision of security.

In the Counterclaim for revocation action

Principally:

-Declare EP627 in its form as granted, valid in all Contracting Member States where the Patent is in force,
Consequently, maintain EP 627 as granted,

In the alternative:

-Declare EP 627 as amended according to one of Auxiliary Requests 1 to 3, valid in all Contracting Member States where the Patent is in force,
Consequently, maintain EP 627 as amended according to one of Auxiliary Requests 1 to 3, wherein each Auxiliary Request is conditional upon the Court finding that all higher-ranked requests are invalid, whether in part or in full,

Further in the alternative:

-Declare EP 627 valid in part in all Contracting Member States where the Patent is in force,
Consequently, maintain EP 627 in part, on the basis of the independent validity of one or more granted claims (Article 65(3) UPCA),

Still further in the alternative:

-Declare EP 627 valid in part in all Contracting Member States where the Patent is in force,
Consequently, maintain EP 627 in part, on the basis of the independent validity of one or more claims according to any one of Auxiliary Requests 1 to 3,

In any event:

-Dismiss the revocation counterclaims of the Defendants against EP 627,
-Dismiss the requests for stay filed by the Defendants,
-Dismiss the request filed by the Defendants that BOSTIK be ordered to pay the costs of the proceedings,
-Order the Defendants to pay the legal costs and other expenses incurred by BOSTIK, Inc. based on Article 69(1) UPCA.

8. HENKEL requests, in its consolidated operative part, dated 26 June 2026, that:

1. the Claimant's infringement action be dismissed;
2. EP 627 be declared invalid in its entirety and in particular not be upheld in amended form based on any of the Claimant's auxiliary requests;
3. the Claimant be ordered to bear the costs of the proceedings.

In the alternative, if the infringement action is not dismissed in its entirety, the Defendants request that:

4. the infringement proceedings regarding the Spanish part of EP 627 be stayed pending a final decision by the Spanish Courts on the validity of the Spanish part of EP 627.

In the further alternative to alternative Request 4, should the Court consider it necessary that a national revocation action be filed before the proceedings can be stayed, the Defendants request that:

5. the infringement proceedings regarding the Spanish part of EP 627 be stayed pending a final decision by the Spanish Courts on the validity of the Spanish part of EP 627 and the Defendants be ordered to file a revocation action with the competent Spanish Court within 40 working days of service of the order.

In the further alternative that the infringement action should not be dismissed, the Defendants request that:

6. it is ordered that the information according to Art. 67(1) UPCA shall only be provided to a certified public accountant that is to be named by the Claimant and is also sworn to secrecy vis-à-vis the Claimant;
7. it is ordered that the data and information to be provided according to Art. 67(1) UPCA are confidential information that are to be treated strictly confidential and shall not be used or disclosed outside the present proceedings, also after completion of the present proceedings. The Claimant shall give access to said information only to such representatives or, internally, to such employees that have a legitimate interest in said information.

Said information must also be treated as strictly confidential within the Claimant's corporate group and must not be disclosed to third parties. Internal access shall be limited to three reliable individuals that are to be named to the Court and Defendants. Any disclosure going beyond that shall be prohibited.

MAIN STEPS IN THE PROCEEDINGS

9. On 08 September 2025, the language of the proceedings was changed from French to English. BOSTIK's Exhibit n°16 has been excluded from the proceedings, by order dated 24 September 2025 and its review dated 22 October 2025.
10. HENKEL's Exhibits QE6, QE11, QE13, QE15, QE21 to QE23 and QE31 have been classified as confidential, with restricted access. By order issued on 04 February 2026, at BOSTIK's request pursuant to R. 190 RoP, HENKEL was ordered to disclose data sheets for the allegedly infringing products. The Defendant complied with this order.
11. BOSTIK's request pursuant to R36 RoP was rejected on 22 April 2026.
12. BOSTIK filed its written submissions, on 04 July 2025, 05 January 2026 and 07 April 2026.

13. HENKEL filed its written submissions on 04 November 2025, 05 March 2026 and 07 May 2026.
14. On 29 May 2026, BOSTIK withdrew its action regarding the allegedly infringing products CS 7500-22, and CS 7416). The requests regarding products CS 7300-21 and CS 22-861 remain.
15. The written procedure was closed on 29 May 2026.

GROUNDINGS FOR THE DECISION

I- JURISDICTION AND COMPETENCE

16. The jurisdiction of the UPC has not been disputed. The infringement action, based on a European Patent is filed against six companies, headquartered in the European Union, falls under the jurisdiction of the Paris Local Division. Indeed, as at least one of the defendants is domiciled in France, the defendants have commercial relationships and the action relates to the same alleged infringement (Art. 4.1 and 8.1 Brussels Regulation, Art. 32.1 (a) and Art. 33.1 (b) UPCA).

II- WITHDRAWAL

17. A few days before the oral hearing, BOSTIK withdrew its action regarding the HENKEL's allegedly infringing products Liofol CS 7500-22 and CS 7416.

The Defendants did not object.

III- PATENT-IN-SUIT

18. BOSTIK is the registered proprietor of the Patent EP 627, filed on 11 February 2005, under a US priority application of 17 February 2004. The Patent, entitled "Cohesive coating for snack food packaging", was granted on 01 October 2018 (BOSTIK Exhibit n°20) and was in force in several European Patent Convention countries, in particular in France, Germany, Italy, the Netherlands and Spain and the United Kingdom (BOSTIK exhibits n°21-26). It has now expired since 11 February 2025.

19. HENKEL filed an opposition against EP 627 on 24 June 2009 before the European Patent Office (EPO). Overturning a previous decision issued by the Opposition Division on 10 April 2012 (BOSTIK Exhibits 28 and 28 bis), on 07 April 2014 the Board of Appeal ruled that the invention was sufficiently disclosed and remitted the case to the Opposition Division. On 27 November 2017, the Opposition Division assessed that the Patent was novel and inventive (BOSTIK Exhibits n° 29 and 30) and, that the ground of added-matter was late-filed and not prima facie relevant.

The Patent had been maintained as granted (BoA, 31 March 2022, BOSTIK Exhibit No.30, 31).

20. The opt-out filed on 30 May 2023 was withdrawn on 21 October 2025.

21. The Patent relates to a water-based, cold-sealable cohesive coating, containing a non-self-crosslinking acrylic emulsion, for sealing flexible packaging without the need for heat. The adhesive is pressure sensitive by mechanical energy ([0002]). It is used in the food industry for packaging, especially for food products sensitive to heat, like candies, chocolates and ice-cream ([0001] lines 1-3; [0002] line 15).
22. The description of the Patent discloses a cold-sealable adhesive (or cohesive coating, once dried) which has the ability to form a strong bond, both with itself when pressure is applied and with the flexible substrate to which it is applied [0002 lines 8-9]. This adhesive preferably has the advantage of not adhering to certain surfaces (plastic film, overprint varnish) on the opposite side of the flexible substrates to which it is applied, so it can be stored in rolls without sticking to itself ([0002] lines 11-14). This adhesive only needs pressure to be sealed and is therefore suitable for packaging heat-sensitive food products ([0002] line 16). The adhesive is composed of natural rubber elastomers combined with other ingredients and is mixed with an acrylic polymer emulsion, which is not self-crosslinking at temperatures above 127 °C (260 °F) (crosslinking is a chemical process resulting in a three-dimensional network of polymer chains). A crosslinking reaction improves certain properties of the acrylic, but also makes it more brittle and reduces its adhesive properties ([0003]; [0004]).
23. In the past, the processing temperatures used for manufacturing flexible packaging substrates were well below the critical temperature mentioned above ([0003 lines 27-30), making the crosslinking of acrylic emulsions, a minor issue. However, in recent years, manufacturing techniques for packaging have evolved — current techniques employ processing temperatures above 127 °C. These high temperatures can trigger the crosslinking of the acrylic emulsion, decreasing in turn its cohesiveness resulting in a loss of seal integrity, representing a challenge for both manufacturers and consumers ([0004]).
24. To overcome these difficulties, the Patent discloses a cold-sealable cohesive coating for flexible packaging, compatible with the production lines for such packaging, which does not suffer from brittleness or loss of seal integrity when the coating is subjected to temperatures above 127 °C.
25. The adhesive described in the Patent contains a rubber latex emulsion (25 % to 90 % by weight), defined as a milky fluid consisting of extremely small particles of rubber obtained from trees, dispersed in an aqueous medium ([00019]; [0021] and [0022]), which is mixed with a non-self-crosslinking acrylic emulsion (10 % to 75 %), blended with water (0,01 % to 10 %), such as local tap water, distilled water or deionized water ([0024]) and one or more other ingredients (anti-foam agent, ammonium hydroxide, surfactant, anti-blocking-agent, inert filler and conditioning agent ([0006] , lines 1-2; [0025] to [0031]). The non-self-crosslinking acrylic emulsion is selected from various types, with styrene acrylic emulsions being preferred.
26. The composition is used for sealing flexible packaging in particular food packaging. Once applied and dried on the substrate, the rubber latex emulsion provides self-cohesion, while the acrylic emulsion gives adhesion to the packaging substrate and promotes bonding between the dried coating and the film surface ([0003], lines 20–22). It offers exceptional cohesive performance, providing satisfactory adhesion to the substrate and ability to form a strong bond to itself (at least 118.11 g/cm or 300g/inch) ([0005] line 53), when pressure is applied while sealing the package. The composition does not contain any self-crosslinking

functionality ([0023]), meaning, it contains no heat-reactive groups and does not self-crosslink under high temperature drying.

27. The cohesive described in the Patent, after being dried on the substrate, at a temperature of above 127 °C ([0004]), forms a peelable and non-resealable closure ([0005] to [0010]), having a bond strength of at least about 118.11 g/cm.
28. The Patent also provides a method for making the flexible package, in the form of a flexible sheet of material (plastic film, metalized foil, laminated), with one or two separate substrates, wherein the cold seal cohesive coating is applied to the interior surface of the substrate ([00013]; [00014]).
29. The Patent EP 627 has 17 claims, comprising three independent claims (Claim 1, Claim 13 and Claim 15) and their respective dependent claims (Claims 2 to 12; Claim 14 and Claim 15; Claim 16 and Claim 17), five examples ([0039] to [0044]) and three figures.

-Feature breakdown Claim 1

30. The enforced Claims 1, 2, 3, 8 to 10 and 12 of EP 627 can be read as follows, using the same breakdown proposed by HENKEL and adopted by BOSTIK:

Claim 1. A water based cold seal cohesive coating for bonding one or more substrates together to form a flexible package to contain an article,

1.1 said cohesive coating comprised of the following components:

- 1.1.1 25% to 90% by weight of a natural rubber latex emulsion;
- 1.1.2 10% to 75% by weight of a non-self-crosslinking acrylic emulsion;
- 1.1.3 0.01 % to 10% by weight water; and
- 1.1.4 one or more ingredient selected from an anti-foam agent, ammonium hydroxide, a surfactant, an anti-blocking agent, an inert filler, and a conditioning agent;
- 1.1.5 so that in combination the components total 100% by weight of said cohesive coating and

1.2 wherein the cohesive coating

- 1.2.1 forms a peelable and non-resealable closure for a flexible package,
- 1.2.2 said closure having a cohesive strength of at least 118.11 g/cm
- 1.2.3 after being dried on a substrate for said package at a temperature of above 127 °C.

Claim 2. The cohesive coating of claim 1, and comprising:

- 50% to 90% by weight of a natural rubber latex emulsion; and
- 10% to 50% by weight of a non-self-crosslinking acrylic emulsion.

Claim 3. The cohesive coating of claim 1, and comprising:

- 60% to 80% by weight of a natural rubber latex emulsion; and
- 20% to 40% by weight of a non-self-crosslinking acrylic emulsion.

Claim 8. The cohesive coating of any of the preceding claims, wherein said coating contains 0.01% to 5% by weight of the anti-foam agent.

Claim 9. The cohesive coating of any of the preceding claims, wherein said coating contains 0.01% to 5% by weight of ammonium hydroxide.

Claim 10. The cohesive coating of any of the preceding claims, wherein said coating contains 0.01% to 5% by weight of the surfactant.

Claim 12. The cohesive coating of any of the preceding claims, wherein said non-self-crosslinking acrylic emulsion is one of styrene acrylic, nitrile acrylic or all-acrylic.

-the person skilled in the art

31. In its order of 16 June 2026 (to which reference is made), the Judge-rapporteur, having regard to the definitions provided by the parties and the technical field of the invention, stated that “the skilled person in the Patent in suit, considering the problem to be solved, is an engineer in chemistry, with education on physical chemistry and having experience in the specialized field of adhesive bonding technology and with the formulation, usage and application of cold seal adhesives, including, among other things, flexible food packaging”.

CLAIM CONSTRUCTION

-principles

32. The principles applicable to claim construction have been set out by the Court of Appeal (UPC_CoA_335/2023, 26 February 2024, NanoString v 10x Genomics; UPC_CoA_1/2024, 13 May 2024, VusionGroup v Hanshow; UPC_CoA_768/2024, 30 April 2025, Insulet v EOFlow; Upc_CoA 899/2025, 30 March 2026, Sinocare v Menarini Diagnostics Srl). A Patent claim is not only the starting point but the decisive basis for determining the protective scope of a European Patent under Art. 69 of the European Patent Convention (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. A Patent claim must always be interpreted from the perspective of a person skilled in the art. The skilled person interprets the features of a claim always in the light of the claims as a whole (UPC_CoA_1/2024, 13 May 2024, VusionGroup v Hanshow; UPC_CoA_768/2024, 30 April 2025, Insulet v EOFlow; UPC_CoA_646/2024, 25 November 2025, Meril v Edwards). These principles for interpreting a Patent claim apply both to the question of Patent infringement and to the question of validity (NanoString v 10x Genomics).

33. The interpretation of a number of the features of claim 1 is needed.

-Compositional and functional features

34. HENKEL contends that Claim 1 (as well as Claim 13 and 15) is composed of two distinct parts: the first one relates to the composition of the cohesive coating containing Natural Rubber Latex (NRL) emulsion, a non-self-crosslinking acrylic emulsion, water and an additive (ammonium, anti-foam agent, surfactant...). The second part concerns the properties of the cohesive coating, after being applied on the substrate, dried at a temperature of above 127 °C and pressed to form a closure of the packaging which must

be peelable and non-resealable and has a cohesive strength of at least 118.11 g/cm. As one part of the claim 1 refers to a product before it is coated (feature group 1.1) and a second part to expected properties of the product after being coated, dried and pressed to form a closure (feature group 1.2), HENKEL considers that the two groups of features cannot be combined, because they relate to different stages of a product.

35. BOSTIK responds that the functional features (1.2) are part of the technical solution and must be combined with the compositional features (1.1), as interpreted by the European Patent Office.
36. In the case at hand, the invention requires that both compositional and functional characteristics be present. The compositional features 1.1 and the functional features 1. 2 are undoubtedly linked and Claim 1 forms a whole that cannot be separated. It is clear from reading the Patent in its entirety that the invention cannot function if only one of the two groups of features is met, even though each group of features relates to a product at different stages. It is also clear, from the perspective of the person skilled in the art, that this compositional product, after treatment (coated, dried and pressed), forms a closure which must meet the expected functional characteristics.

-feature 1.1.2. “non-self-crosslinking acrylic emulsion”

37. According to this feature, the coating needs to include 10 % to 75 % of a non-self-crosslinking emulsion, to avoid crosslinking and seal deadening of the package products, during processing temperatures above 127 °C ([0023]), so that it can be used with the high temperature converting processes.
38. HENKEL explains that, as of the priority date of the Patent, acrylic resins were known and used in cohesive coatings, where they enable the latex to adequately bond to flexible substrates. Self-crosslinking and non-self-crosslinking polymers were also known as part of the general knowledge of a person skilled in the art, as well as the heat as a cause of crosslinking reactions and the effects of the crosslinking. The polymers crosslinking reaction was also known, when the acrylic is heated to a certain temperature (above 127 °C). Some acrylics do not have crosslinking behaviour when heated above the critical temperature and others are able to form crosslinks in the presence of a separate chemical crosslinking agent, i.e. an external crosslinker (but not heat alone). HENKEL asserts that both of these acrylics fall under the scope of the Patent.
39. It is clear from the specification of the Patent that it is essential to use a non-self-crosslinking acrylic so that the cohesive coating can be subjected to the high temperatures used in packaging manufacture, thereby achieving the invention ([0004]; [0023]). The skilled person knows that self-crosslinking of an acrylic polymer is due to the ability of reactive groups to form chemical bonds with themselves so as to form a three-dimensional network without the need for a crosslinker as an external additive; crosslinking can be induced by heat or by UV-light (when appropriate photosensitive groups are present) or, with an external crosslinker, so the latter is not self-crosslinking, as it needs an external crosslinker. However, it cannot be excluded that some externally crosslinkable acrylics may also undergo crosslinking upon heating when no external crosslinking is present. It is therefore appropriate to consider that this kind of externally crosslinkable acrylics is also “self-crosslinking”.

40. In any case, this distinction is not relevant in the case at hand.

-Feature 1.2.1. “[Wherein the cohesive coating forms] a peelable and non-resealable closure” and “cohesive/adhesive failure”

41. According to the Patent, the food packaging’s closure must be “peelable and non-resealable” (PNR system) ([0015]).
42. BOSTIK states (§ 64 and 134 Reply to SoD) that the closure of the packaging, made by the bond of the coating with itself by pressure on cold-seal layers located on opposing faces of the substrate, is “peelable” and can be opened by peeling by hand with minimal force. The closure is “not-resealable” after opening, so a comparable seal cannot be restored, because after an adhesive failure of the coating, there is no more continuous cold-seal layer on both sides of the substrate.
43. HENKEL argues that after being closed, by applying mechanical pressure on the two coated surfaces, the closure of the packaging can be opened manually by peeling without damaging the substrate, but cannot be resealed, so a new closure cannot be formed, because the two surfaces of the substrate cannot adhere again to form a bond, so the adhesive cannot be re-attached to the strip. HENKEL states that the Patent makes a distinction between the peeling effect, due to adhesive failure and the non-resealability function, which depends on the adhesive’s affinity with the substrate, the latter needing to fulfil additional characteristics of the coating after peeling and of the substrate from which it has been transferred. HENKEL adds that the Patent specification gives no information on what is a “comparable seal” as invoked by the Claimant, and that the EPO and the Claimant during both the grant and the opposition proceedings assessed the closure’s functions, without taking into account the mode of failure or the requirement of restoring a “comparable seal”. It argues that “It could well be that an adhesive with a generally higher degree of affinity to itself than to the substrate [...] could be resealed because the affinity of the adhesive post-closure and post-peeling is still sufficient to re-establish a bond”. In other words, adhesive failure does not automatically imply non-resealability.
44. The Court agrees with both parties that the closure undergoes adhesive failure upon peeling, so that the coating remains on (“transfers to”) only one of the two substrates, resulting in a coated substrate and an uncoated substrate. This follows unambiguously from par. [0016] of the Patent: “For a PNR system, it is essential that the cohesive has more affinity for itself than it does for the substrate on which it is applied. It is essential that the cohesive does not destroy pull fibers, or if the web is laminated, de-laminate the web substrate, when the package is opened. This necessarily implies that it is essential that the cohesive has more affinity for bonding to itself than the cohesive has for bonding to the substrate on which it is applied”.
45. But the parties disagree about the “non-resealable” function. The Court has construed this term as explained hereafter.
46. Even if it is not specified in the Patent, it is generally known and it is understood by the person skilled in the art, that the sealed closure of the packaging ensures the integrity of the product and guarantees the absence of a previous opening. The closure can be easily opened by peeling back the adhesive, without the need for any special tools, and the packaging cannot then be resealed airtight.

47. The Patent states that “For a PNR system, it is essential that the cohesive has more affinity for itself than it does for the substrate on which it is applied. It is essential that the cohesive does not destroy pull fibers, or if the web is laminated, de-laminate the web substrate, when the package is opened. This necessary implies that it is essential that the cohesive has more affinity for bonding to itself than the cohesive has for bonding to the substrate on which it is applied [0016]”.
48. At the packaging stage, the cohesive coating is applied on one or more substrates ([00015] line 36 et seq.), on suitable areas of the substrate where the closure will be located.

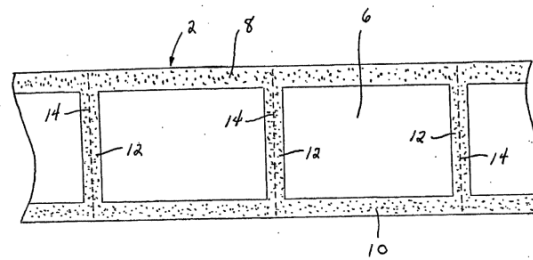
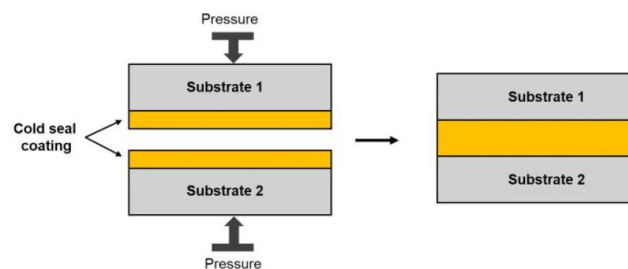


Fig. 1

(Patent EP 627)

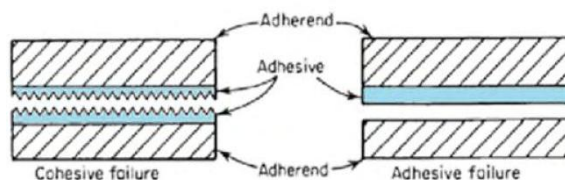
49. Then the adhesives are pressed together to form a strong bond.



(BOSTIK Reply to SoD page 10)

50. A cold-seal pressure-sensitive cohesive coating is self-cohesive, meaning that two coated substrates can bind to each other when pressed together, but the coating cannot bind to an uncoated substrate, which is advantageous because it allows to wind the coated substrate on a roll, as explained in par. [0002] of the Patent in suit.
51. The Patent discloses that different kinds of failure are known, depending on the mode of failure, as adhesive failure and cohesive failure, among others ([00018]). This can be typically measured by percent transfer of the cohesive when peeling in a T-peel configuration ([0016] lines 45-46). However, a closer reading of the description shows that the invention is restricted to a cohesive coating which forms a closure that undergoes only adhesive failure upon peeling (par.[0016], as explained above).

52. In the case of “cohesive failure”, the adhesive breaks within the cohesive, with the result that significant amounts of coating are visible on the surfaces of both substrates. In the case of an “adhesive failure”, the adhesive bond detaches at one of its interfaces and migrates entirely to the other surface of the substrate; the internal cohesion of the coating remains intact.



(BOSTIK Reply to SoD page 10)

53. When a closure upon peeling separates by adhesive failure (the coating remains on one of the two substrates), the result is a coated substrate and an uncoated substrate; when the two substrates are again pressed against each other, they can no longer form a new closure because the situation after peeling is then similar to the situation immediately after manufacturing (a coated substrate does not adhere to the uncoated backside of the same substrate). The latter type of failure is the one that governs the non-resealability as explained by the Patent: the coating has more affinity for bonding to itself than it has for bonding to the substrate ([00015]). After being peeled, the closure must not be “resealable to the web or substrate from which it transferred [0016]”, which means the coating after peeling can no longer adhere to the opposite substrate. The Patent adds “Thus, the bond formed when the packaging material is closed must be stronger than the bond between the cohesive and the web resulting in the transfer of the cohesive when the substrates are peeled apart, i.e. the package is opened by the user, to thereby provide a non-resealable package” ([00017]).
54. So, to achieve a ‘non-resealable’ closure, the bond between the adhesive itself must be stronger than the bond between the adhesive and the substrate, so that when peeled apart, the coating undergoes an adhesive failure.
55. However, as HENKEL also argues, to provide a non-resealable closure, it is also necessary that the adhesive does not adhere to the other substrate. The Patent does not specify how strong a resealed bond should be in order to be considered “resealable”. The Court therefore considers, in line with the above-mentioned general knowledge that “non-resealability” is required to guarantee an intact closure, that the re-established seal should be significantly weaker than the original seal. Indeed, in the absence of any specific details in the Patent regarding the bond strength after peeling and resealing, it cannot be assumed that “resealable” requires that the re-established seal must exhibit a bond strength which is comparable to that of the original seal. Therefore, it is sufficient for the resealed closure after opening to be weaker than the original seal so that the customer who opens the package can notice that it has been opened before.
56. In summary, the Court construes the term “non-resealable” as follows: the closure undergoes adhesive failure upon peeling and the restored closure is significantly weaker than the original closure.

-Feat. 122 “cohesive strength at least 118.11 g/cm”

57. According to Claim 1, the closure [formed by the cohesive coating] having [has] a cohesive strength of at least 118.11 g/cm.
58. The parties distinguish, on the one hand, the adhesive strength —which corresponds to the force required to separate the cohesive coating from the substrate to which it is applied, i.e. the adhesion between two materials—and, on the other hand, the cohesive strength, which is the internal strength of the adhesive itself and causes a rupture within the cohesive coating itself. Thus, there are two kinds of bond strengths (strength of the bond of the cohesive coating with itself and strength of the bond between the coating and the flexible substrate).
59. According to the Patent specification, “The cold-seal coating thus provides improved adhesion to meet the desire goal of providing at least 118.11 g/cm (300 g/inch) minimum bond strengths, offers enhanced cohesion to itself, offers resistance to seal deadening or degradation, and acceptable blocking strength so that it can be conveniently wound up on a reel for storage purposes”.
60. The measurement method is explained, although briefly, in the examples given in the Patent. Nevertheless, the results demonstrate that the bond strength of a specific composition depends on the substrate, on which the coating is applied, the same composition used in Examples 1 and 5 having different cohesive strength depending on whether it is applied to OPP (oriented polypropylene) or primed foil. This feature must be understood as being met if the cohesive strength of the closure is at least 118.11 g/cm, on any substrate.

IV- VALIDITY OF THE PATENT

61. Defendants challenge the validity of the Patent-in-suit in its entirety, by relying on added matter, insufficient disclosure, lack of novelty and inventive step.
62. BOSTIK contests all the grounds of invalidity, and alternatively, suggests three conditionally auxiliary requests.

A- Added matter

- Parties’ arguments

63. HENKEL (SoD 4.11.25 point B page 29; Reply to defence to SoD 05.03.2026 pages 6-17) argues that the original application (Exhibit QE1) in ([0018]-[0021]; [0005]-[0007]; [0015]-[0017]) discloses only a closure system for packaging, whereas feature 1.2 of Claim 1 as granted relates to different stages of the product. The additional feature 1.2 introduced in submission dated 27 July 2007, during the grant procedure, to delineate Claim 1 from the prior art and to avoid a novelty issue, is not directly and unambiguously disclosed. The original application does not disclose that the closure is peelable and non-resealable, due to the properties of the coating, which has a greater affinity for itself than for the substrate to which it is applied. The performance expected in feature 1.2 of the granted Patent corresponds to a product different from that described in the original application. The combination of feature 1.2 as granted (peelable and non-resealable, cohesive force and

temperature) is not directly and unambiguously apparent from the original application. The specific composition or concentration ranges are not mentioned in the original application.

HENKEL also contends that the claim as granted does not include, with regard to the disclosure of the PNR closure, the additional essential requirements for the specific embodiment of a PNR closure system, in particular the fact that a cohesive strength exceeding the adhesive strength is required, and relating to the mode of failure ([0019]; [0021]).

According to HENKEL, there is intermediate generalisation because the original application states that the cohesive strength must be greater than the adhesive strength, as an essential element for achieving a closure.

64. BOSTIK contests the alleged added-matter issue, stating that the features added to feature 1 (composition definition) during the grant procedure: feature 1.2.1 (PNR) and features 1.2.2 and 1.2.3 (cohesive strength of at least 118.11 g/cm after drying above 127 °C) are already and respectively disclosed in the application as filed (exhibits CCR n°08 et 09) in [00018- 00021] (PNR), in [0005] (strength at least 118.11 g/cm) and [0004] and [0007] (drying above 127 °C). The invention is a particular composition of coating (water based, NRL and non-self-crosslinking emulsion) ([0005]), with compositional ranges ([0006]), which has mechanical performance in operating conditions ([0007]). This composition has a specific behavior and is peelable, non-resealable and presents a minimum of cohesive strength ([0018]). The person skilled in the art would understand that it is a continuous invention object. The Opposition Division, moreover, refused to consider this added matter argument, which was raised at a late stage, as it was not *prima facie* relevant (BOSTIK Exhibit CCR n°10).
65. The original application, read as a whole, discloses one inventive coating defined by both its composition and its sealing behaviour and, the cohesive strength does not introduce a functional feature. The argument put forward by HENKEL on this point is therefore irrelevant.

-Legal framework

66. Article 138(1)(c) EPC provides that a European patent may be revoked with effect for a Contracting State on the grounds that “the subject-matter of the European patent extends beyond the content of the application as filed or, if the patent was granted on a divisional application or on a new application filed under Article 61, beyond the content of the earlier application as filed”.
67. As the UPC Court of Appeal previously decided: “There is added matter if the claim as granted contains subject-matter that extends beyond the content of the application as filed. In order to ascertain whether there is added matter, the Court must thus first ascertain what the skilled person would derive directly and unambiguously using his common general knowledge and seen objectively and relative to the date of filing, from the whole of the application as filed, whereby implicitly disclosed subject-matter, i.e. matter that is a clear and unambiguous consequence of what is explicitly mentioned, shall also be considered as part of its content”. (UPC_CoA_382/2024, 14 February 2025, Abbott v Sibio; Upc_CoA 646/2024, 25 November 2025 Meril v. Edwards; Upc_CoA 901/2025, Abbott v. Sinocare, 17 April 2026)

-Added-matter in the case at hand

68. The EPO did not assess the question of added-matter, during the grant procedure and the opposition phase.
69. Issues raised by the defendants, relating to the lack of a basis for combining different stages of the product and those relating to the lack of disclosure, in the original application, of:
- the combination of features 1.2.2 and 1.2.3;
 - the combination of features 1.2 and 1.2.1 with the features of group 1.1;
 - the combination of the functional features of group 1.2,
- may be disregarded at this stage, in order to focus on feature 1.2.2, as constituting an unallowable intermediate generalisation.
70. According to HENKEL, there is a technical distinction between “adhesive strength” and “cohesive strength” while the original application refers only to “bond strengths” in [0005], which is the weakest in both strength values. There is no numerical value which defines cohesive strength and in particular no minimum value. The minimum bond strength mentioned in the original application, requires the adhesive strength to be at least of 118.11 g/cm and the cohesive strength to be at least equal. It is not possible to isolate the cohesive strength from the adhesive strength. It concludes that the claimed requirement that the cohesive strength is at least 118.11 g/cm in the Claim 1 as granted, also encompasses closures that exhibit an adhesive strength below 118.11 g/cm and thus a bond strength below 118.11 g/cm.
71. In response, BOSTIK argues (Reply to SoD, § 136-151) that in peel testing, the recorded force is the force required to separate the weakest link in the overall bond structure and shows where failure occurs. The skilled person would understand that the peel/seal strength or cohesive strength corresponds to the strength of the joint between the coated surfaces or bond strength mentioned in the original application and would also consider that the value of cohesive strength is the same as the adhesive one. Prior art document D1 (Exhibit D1) refers itself to “peel bond strength” and does not distinguish between adhesive or cohesive strength and HENKEL itself in its pleadings (SoD and CCR Part D page 82) makes no difference between the cohesive strength and the peel strength of the sealed joint.

72. In the application as filed (Exhibit QE1), the only reference to the value of 118.11 g/cm is found in paragraph [0005], which reads as follows:

[0005] The present invention provides a water based, cold seal, cohesive coating containing a natural rubber latex emulsion together with a non-self-crosslinking acrylic emulsion for flexible packaging systems, preferably food packaging systems, and most preferably snack food packaging systems. The cold seal cohesive coating is applied to selected areas of a substrate in the form of a flexible sheet of material, and provides satisfactory adhesion to the surface of the substrate and also provides the ability to form a strong bond to itself when pressure is applied to seal the package. The cold seal cohesive coating thus provides improved adhesion to meet the desired goal of providing at least 118.11 g/cm (300 g/inch) minimum bond strengths, offers enhanced cohesion to itself, offers resistance to seal deadening or degradation, and acceptable blocking strength so that it can be conveniently wound up on a reel for storage purposes.

73. The original application states that “the cold seal cohesive coating provides satisfactory adhesion to the substrate (...) The cold seal cohesive thus provides improved adhesion, to meet the desired goal of providing at least 118.11 g/cm (300 g/inch) minimum bond strengths”. The Court agrees with HENKEL that the Patent discloses the minimum value of 118.11 g/cm only in relation to the “bond strength” of the closure. The words “satisfactory adhesion” (corresponding to an adhesive strength) and “a strong bond to itself” (corresponding to a cohesive strength) are in line with the above-mentioned interpretation that “non-resealable” implies that the cohesive strength is higher than the adhesive strength.

74. Conversely, the original application neither uses the terms “adhesive strength” or “cohesive strength”, nor discloses a specific minimum cohesive strength value of at least 118.11 g/cm. On the contrary, it explicitly distinguishes between adhesion and cohesion and assigns the numerical value disclosed in [0005] exclusively to the bond strength. The skilled person understands that this bond strength is the strength of what fails first upon peeling: if the closure undergoes adhesive failure when peeled, the bond strength is an adhesive strength; if the closure undergoes cohesive failure when peeled, it is a cohesive strength. In other words, the minimum bond strength mentioned in [0005] of the original application implies that not only the cohesive but also the adhesive strength must be above 118.11 g/cm. Indeed, the wording of [0005] seems to disclose this : “...improved adhesion to meet the desired goal of providing at least 118.11 g/cm minimum bond strength”. Also the Examples of the original application all have a bond strength above 118.11 g/cm (see the heading of the tables), including those Examples which undergo adhesive failure upon peeling.

75. Therefore, the Court concludes that the minimum bond strength of 118.11 g/cm is a direct and unambiguous disclosure of a cohesive bond strength and an adhesive bond strength which are each higher than the value of 118.11 g/cm.

76. As for Claim 1 as granted it requires that the closure exhibits a cohesive strength of at least 118.11 g/cm, so that the internal strength of the coating bonding to itself must reach this specific threshold. In line with the above conclusion, the Court agrees with Bostik that this minimum value of the cohesive strength *as such* is implicitly disclosed in the original application; however, omitting the same minimum value for the adhesive strength from the claim comes down to an intermediate generalisation: as previously said in the claim construction, the claimed “non-resealability” sets a maximum value on the adhesive strength (“non-resealable” implies adhesive failure, so the cohesive strength must be higher than the adhesive strength) but not a minimum. There is nothing in the claim that excludes an adhesive strength below 118.11 g/cm.
77. In summary, nothing in the original application points to embodiments which have an adhesive strength below 118.11 g/cm. On the contrary, a minimum bond strength of 118.11 g/cm requires that both the cohesive and the adhesive strength are above that value. But the wording of claim 1 nevertheless embraces embodiments which have an adhesive strength lower than that value. There is no feature in the claim which requires that the adhesive strength should be higher than 118.11 g/cm.
78. Therefore, Claim 1, referring only to a value of the cohesive strength, in isolation, encompasses embodiments which have an adhesive strength lower than that value. Claim 1 as granted is thus broader, in particular embracing an adhesive strength below 118.11 g/cm, than the requirements set by the original application; as a result, the Patent is invalid because it claims subject matter which extends beyond the disclosure of the original application.
79. In view of the foregoing, there is no need to rule on the other grounds for invalidity. (insufficient disclosure, lack of novelty and inventive step) raised by the defendants.

B- AUXILIARY REQUESTS

80. The three conditional auxiliary claims AR1 to AR3 relate to amendments concerning the composition of the cohesive coating and do not, under any circumstances, address the issue regarding the added matter.
There is no need to examine them.

V-ALLEGED INFRINGEMENT ACTS

81. As the Patent has been declared invalid, the infringement claims and any associated corrective measures brought by BOSTIK cannot succeed, and all the claims must be dismissed.

VI- CONCERNING THE COSTS

82. In accordance with R. 118.5 RoP, the Court decides, in principle, that since BOSTIK has failed in its claim for infringement of the Patent EP'627, it shall bear all the costs of the proceedings in accordance with Article 69 of the UPCA.
83. There is no request for interim award on costs.

DECISION

The Court

1-Notes that BOSTIK withdrew its claims regarding HENKEL's products Liofol CS 7500-22 and CS 7416,

2-Declares invalid the European Patent EP 1 725 627 in its entirety and in its amended form based on the Claimant's auxiliary request AR1;

3- Dismisses BOSTIK's infringement action,

4- Orders BOSTIK to bear all the costs of the proceedings.

Issued in Paris, on 31 July 2026

Camille Lignières, Presiding judge

Carine Gillet, Judge-rapporteur

Maximillian Haedicke, Legally Qualified judge

Rudi Goedeweck, Technically Qualified judge

For the Deputy-Registrar

Information about appeal

An appeal against the present Decision may be lodged at the Court of Appeal, by any party which has been unsuccessful, in whole or in part, in its submissions, within two months of the date of its notification (Art. 73(1) UPCA, R. 220.1(a), 224.1(a) RoP).

Information about enforcement (Art. 82 UPCA, Art. Art. 37(2) UPCS, R. 118.8, 158.2, 354, 355.4 RoP)

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

DECISION DETAILS

UPC number: UPC_CFI_583/ 2025

Action type: Infringement Action

Related proceedings: UPC_CFI_1435/2025

Date of issue: 31/ 07/2026