

UPC_CFI_575/2025
UPC_CFI_1135/2025

Decision
of the Court of First Instance of the Unified Patent Court
delivered on 18 September 2026
concerning EP 2 563 695 B1

CLAIMANT:

Honeywell Control Systems Ltd., Honeywell House, Skimped Hill Lane, Bracknell Berkshire, RG12 1EB, England,

Represented by: O.V. Lamme LLM, MSc, Simmons & Simmons LLP

Electronic address for service: honeywell-solvest-upc-litigation@simmons-simmons.com

DEFENDANTS:

- 1. VeyorEx B.V.**, Zonnebaan 11, 3542EA, Utrecht, the Netherlands
- 2. Solvest Participatie V B.V.**, Zonnebaan 11, 3542EA, Utrecht, the Netherlands
- 3. Solvest Participatie VI B.V.**, Zonnebaan 11, 3542EA, Utrecht, the Netherlands
- 4. Solvest Participatie VII B.V.**, Zonnebaan 11, 3542EA, Utrecht, the Netherlands
- 5. Solvink B.V.**, Zonnebaan 11, 3542EA, Utrecht, the Netherlands
- 6. De Kleine Beuk B.V.**, Beekstraat 30, 5673NA, Nuenen, the Netherlands
- 7. Hemtech d.o.o.**, Krasevo b.b. 74266 Tesanjka, Bosnia and Herzegovina

Represented by: Prof. Dr. Dick van Engelen, Ventoux Advocaten,
and Mr. Ir. Jacques van Breda, Los & Stigter.

Electronic address for service: dick.vanengelen@ventouxlaw.com

PATENT AT ISSUE: EP 2 563 695 B1

PANEL

Panel of the Local Division Mannheim

DECIDING JUDGES:

This decision is delivered by the Presiding Judge Tochtermann, the legally qualified judge Visser acting as judge-rapporteur, the legally qualified judge Böttcher and the technically qualified judge Checcacci.

LANGUAGE OF THE PROCEEDINGS: English

SUBJECT: Infringement action and counterclaim for revocation

DATE OF THE ORAL HEARING: 16 July 2026

SUMMARY OF THE FACTS:

1. Claimant (hereinafter: Honeywell) is suing Defendants for – after further clarification – direct infringement (of claim 1 of) European Patent EP 2 563 695 B1 (the patent-in-suit or the patent), relating to a telescopic belt conveyor, in Germany, Denmark, France, The Netherlands, Latvia and Italy, the Contracting Member States (hereinafter: CMS) where the patent-in-suit is in force. The date of publication and mention of the grant of the patent-in-suit is 18 June 2014. The patent was filed by Sovex Limited on 5 September 2011, claiming priority of GB 201017496 with a date of 15 October 2010. No opposition has been filed. The rights, title and interests to the patent-in-suit were sold and assigned to Honeywell on 20 January 2022. The patent is currently in force in the aforementioned UPC CMS and the United Kingdom and Spain.
2. Claim 1 of the patent reads as follows:

A telescopic belt conveyor including a base conveyor unit (4), an outer conveyor unit (10) and optionally one or more intermediate conveyor units (6,8), the outer conveyor unit (10) and any intermediate conveyor units (6,8) being mounted on the base conveyor unit (4) and extendable telescopically there from in an extension direction (A), the outer conveyor unit (10) including a pivotable conveyor section (12) that is mounted for pivoting movement about a substantially horizontal pivot axis (X), and a conveyor belt (14) supported by the base conveyor unit (4), the outer conveyor unit (10) and any intermediate conveyor units (6,8), the conveyor belt (14) providing a conveyor surface that extends continuously along an upper surface of the base conveyor unit (4), the outer conveyor unit (10), at least part of the pivotable conveyor section (12) and any intermediate conveyor units (6,8), said pivotable conveyor section (12) having a free end remote from said pivot axis (X) whose height relative to a ground surface may be adjusted by pivoting movement of the pivotable conveyor section (12); **characterised in that** the outer conveyor unit (10) is telescopically extendable from a retracted position in which the pivotable conveyor section (12) is nested within an adjacent conveyor unit.
3. Honeywell is a subsidiary of Honeywell International Inc (hereinafter: Honeywell International), a global group with operations in aerospace, building technologies, performance materials and technologies and safety and productivity solutions. Honeywell is active in the

development of, inter alia, warehouse systems, offering a variety of conveyor equipment, software and control.

4. In July 2019, Transnorm System GmbH (hereinafter: Transnorm), a subsidiary within the Honeywell group, entered into a Manufacturing and Supply Agreement (hereinafter: 2019 Supply Agreement) with Defendant 2 (hereinafter: Solvest V). Under this agreement, inter alia a telescopic belt conveyor named “bendy boom” (hereinafter: the Bendy Boom) was manufactured. The Bendy Boom was manufactured by Defendant 7 (hereinafter: Hemtech) in Bosnia and Herzegovina. The products were sold under the trademark “Sovex”, that is owned by Honeywell (hereinafter: the Sovex Trademark).
5. In February 2022, the 2019 Supply Agreement was replaced by a licence agreement (hereinafter: the 2022 Licence Agreement) between Honeywell International and Defendant 4 (hereinafter: Solvest VII). Under this agreement, a licence regarding inter alia the patent-in-suit and the Sovex Trademark was granted.
6. By letter dated 13 March 2024, as confirmed by Claimant in the oral hearing, Honeywell International provided notice of the termination of the Licence Agreement, stating that Solvest VII is in default regarding - in summary - a sales report for 2022, the timely payment of running royalties for 2022, a sales report for 2023 and the payment of only 1 % running royalties for 2023. It was further stated that the termination would be effective 60 sixty days after the notice of termination.
7. A brochure (hereinafter: the Sovex brochure), submitted by Honeywell as Exhibit CE17, inter alia contains the following:

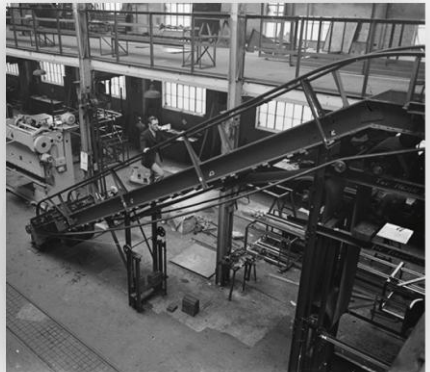
Sovex Systems

About Us

SOVEX – SINCE 1939
Material Handling Specialists

Sovex initially founded in 1939 and since then known for engineering and producing belted systems. More recently the Telescopic Boom conveyor.

We have been producing telescopic conveyers under the Sovex, Transnorm and Honeywell brands for more than 10 years. We are now able to supply these products directly to the market under the Sovex brand as part of the Solvest group, enabling us to offer the complete process of design, manufacture, installation, service and spares, enabling a flexible and competitive proposition for our customers.





SOLVEST GROUP

Adds Value in Manpower & Capital

Solvest provide expertise for management and financial security through capital. Solvest Industries group of companies consists of:

- ✓ Jumbo Groenewegen – Established in 1927 and renowned for high quality products within the logistics market and based in the Netherlands.
- ✓ BME – World class manufacturing facility based in Bosnia.
- ✓ Hemtech – World class manufacturing facility based in Bosnia.

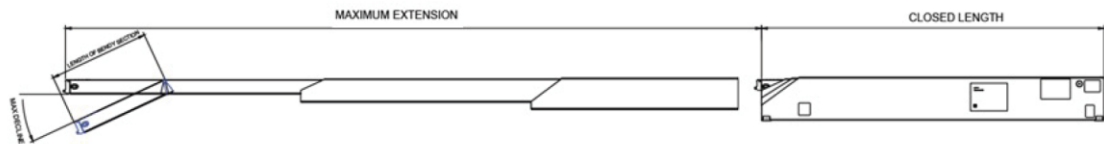


8. The Sovex brochure contains the following with regard to the Bendy Boom.

Sovex Systems

Option - Bendy Boom

Machine Type	Extending Sections	Closed Length in mm	Extension in mm	Length of Bendy Section in mm	Maximum decline	Height difference in mm	Belt Width in mm
TL3-6-12	3	6.000	12.000	1.900	25°	850	600 / 800
TL3-7,5-15	3	7.500	15.000	1.900	25°	850	600 / 800
TL3-8-16,7	3	8.000	16.700	1.900	25°	850	600 / 800



Sovex Systems

Option - Bendy Boom

- 1 Loading / Unloading: 1200 parcels / h from all types of vans or trucks
- 2 The end tilts by 25 °/ ca. 850mm drop
- 3 Belt width 600 / 800 mm



9. A website (<https://sovex.co.uk/product/bendy-boom/#specs>), screenshots whereof have been submitted by Honeywell as Exhibit CE18, (hereinafter: the Sovex website) inter alia contained the following:



Sovex Bendy Boom

HOME > PRODUCTS > SOVEX BENDY BOOM



SOVEX BENDY BOOM

Telescopic Belt Conveyor

Suitable for loading and unloading vans, lorries, trailers and containers.

The award-winning Bendy Boom has a front boom which declines to ~22°, providing flexibility and ergonomic height adjustment to serve smaller delivery vans. This patented design is designed to minimize Musculoskeletal Disorders (MSDs) whilst still boasting a 15m/50ft extension capable of loading and unloading the deepest of trailers. Bendy Boom provides the following benefits:

- ✓ Load and unload trailers & transit vans using the same dock & machine;
- ✓ Ergonomic height adjustment via an articulating 1.8m/5.9ft front boom, declining to ~25°;
- ✓ Retracts into a compact footprint providing clear access to front of machine;
- ✓ Reduces vehicle turnaround time by up to 50%;
- ✓ Minimizes manual handling by up to 50%;
- ✓ Designed with strategically located, front boom controls;
- ✓ Safe and easy to service and maintain through strategically located access panels.

[VIEW ALL SPECIFICATIONS](#)

or [contact a telescopic specialist](#)

TELESCOPIC BELT CONVEYOR

Bendy Boom Option

Loading and unloading 1200 parcels/h from all types of vans or trucks.

Machine Type	Extending Sections	Closed Length*	Extension*	Length of Bendy Section*	Maximum decline*	Height difference*	Belt Width*
TL3-6-12	3	6.000	12.000	1.900	25°	850	600 / 800
TL3-7.5-15	3	7.500	15.000	1.900	25°	850	600 / 800
TL3-8-16.7	3	6.000	16.700	1.900	25°	850	600 / 800

*in mm

Get In Touch



Address

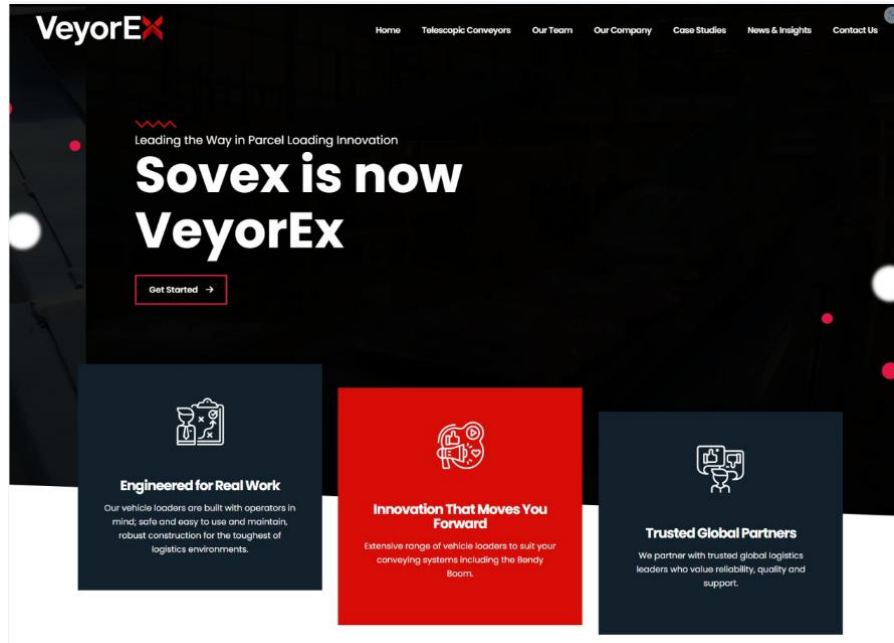
Office UK

2b Delphwood Drive
St. Helens WA9 5JE
United Kingdom

Office Europe Mainland

Zonnebaan 11
3542 EA Utrecht
The Netherlands

10. A website, screenshots whereof have been submitted by Honeywell as Exhibit CE25, (hereinafter: the VeyorEx website) inter alia contains the following:



Contact Us



Address

Office UK

2b Delphwood Drive
St. Helens WA9 5JE
United Kingdom

Office Europe Mainland

Zonnebaan 11
3542 EA Utrecht
The Netherlands



Email Address

info@veyorex.com
sales@veyorex.com



Phone Number

UK: +44 1744 904 743
NL: +31 492 59 1018

Send Us a Message

VeyorEx BENDY BOOM

Telescopic Belt Conveyor

Suitable for loading and unloading vans, lorries, trailers and containers.

The award-winning Bendy Boom has a front boom which declines to -22°, providing flexibility and ergonomic height adjustment to serve smaller delivery vans. This patented design is designed to minimize Musculoskeletal Disorders (MSDs) whilst still boasting a 15m/50ft extension capable of loading and unloading the deepest of trailers. Bendy Boom provides the following benefits:

- ✓ Load and unload trailers & transit vans using the same dock & machine
- ✓ Ergonomic height adjustment via an articulating 1.8m/5.9ft front boom, declining to -22°
- ✓ Retracts into a compact footprint providing clear access to front of machine
- ✓ Reduces vehicle turnaround time by up to 50%
- ✓ Minimizes manual handling by up to 50%
- ✓ Designed with strategically located, front boom controls
- ✓ Safe and easy to service and maintain through strategically located access panels



SOLVEST GROUP

Adds Value in Manpower & Capital

Solvest provide expertise for management and financial security through capital. Solvest Industries group of companies consists of:

- Jumbo Groenewegen – Established in 1927 and renowned for high quality products within the logistics market and based in the Netherlands.
- BME – World class manufacturing facility based in Bosnia.
- Hemtech – World class manufacturing facility based in Bosnia.



11. The Bendy Boom, as depicted and described in the Sovex brochure and on the Sovex website and the VeyorEx website, will hereinafter also be named the attacked embodiment.
12. Defendants have filed a counterclaim for revocation of the patent-in-suit.
13. According to the company register, Defendant 1, (hereinafter: VeyorEx) is active in the development, sale, installation and maintenance of handling systems. VeyorEx is active in the offering of the Bendy Boom via its website in the European Union and is responsible for the sales, placing on the market and importing or storing for these purposes of the Bendy Boom. Until 25 August 2025, VeyorEx was named Sovex Systems B.V.
14. According to the company register, Solvest V (Defendant 2) is active in cooperating with, participating in, acquiring of and managing of other companies and enterprises and consultancy. Solvest V entered into the 2019 Supply Agreement.
15. According to the company register, Defendant 3 (hereinafter: Solvest VI) is a financial holding company. Solvest VI is the sole shareholder of Hemtech.

16. According to the company register Solvest VII (Defendant 4) is active in inter alia sales, marketing, engineering and service of parcel handling systems. Solvest VII is the sole shareholder of VeyorEx and is 100% owner of Solvest V. Solvest VII entered into the Licence Agreement.
17. According to the company register, Defendant 5 (hereinafter: Solvink) is active in cooperating with, participating in, acquiring of and managing of other companies and enterprises. Solvink is company director of VeyorEx, Solvest V, Solvest VI and Solvest VII.
18. According to the company register, Defendant 6 (hereinafter: Kleine Beuk) is active in holding and management. Kleine Beuk has been company director of VeyorEx, Solvest V, Solvest VI and Solvest VII until 27 January 2025.
19. Defendants 1 to 6 have their registered offices in the Netherlands.
20. Hemtech (Defendant 7) is a steel construction company based in Bosnia and Herzegovina. It inter alia manufactures the Bendy Boom.
21. In June 2025, Honeywell International, Transnorm and Honeywell initiated proceedings against Solvest V, Solvest VII and VeyorEx before The Hague District Court in the Netherlands (hereinafter: the Dutch proceedings). In summary, these proceedings regard the (validity of the) termination of the License Agreement and infringement of the Sovex Trademark. On 17 September 2025, Solvest V, Solvest VII and VeyorEx have filed a counterclaim inter alia requesting declaratory judgements that the 2022 Licence Agreement has not validly been terminated and that a perpetual licence agreement was agreed on 24 September 2024 (hereinafter: 2024 Licence Agreement).
22. The Dutch proceedings are still pending. An oral hearing has taken place on 24 June 2026. The date for the decision has been set on 2 September 2026 and has been adjusted to 14 October 2026. Requests by Defendants to decline jurisdiction, stay and/or decline jurisdiction for consolidation purposes pursuant to Art. 29 and 30 of Regulation (EU) No 1215/2012 (hereinafter: Brussels I bis) have been dismissed by the judge-rapporteur in the order of 6 May 2026, because the Dutch proceedings and the proceedings before the UPC do not involve the same cause of action and the UPC cannot be considered the court other than the court first seized.

REQUESTS OF THE PARTIES

Infringement action

23. In the infringement action, Honeywell requests, as reformulated on 6 July 2026, that the Court:

Primarily:

- I. Orders Solvest, individually and jointly, to cease and desist with immediate effect from infringing directly EP 2 563 695 B1 in Germany, Denmark, France, the Netherlands, Latvia and Italy;

In the alternative as an auxiliary request:

- II. Orders Defendants, individually and jointly, to cease and desist with immediate effect from infringing directly EP 2 563 695 B1 in Germany, Denmark, France, the

Netherlands, Latvia and Italy, by making, offering, placing on the market, using, importing or storing for these purposes a telescopic belt conveyor including a base conveyor unit, an outer conveyor unit and optionally one or more intermediate conveyor units, the outer conveyor unit and any intermediate conveyor units being mounted on the base conveyor unit and extendable telescopically therefrom in an extension direction, the outer conveyor unit including a pivotable conveyor section that is mounted for pivoting movement about a substantially horizontal pivot axis, and a conveyor belt supported by the base conveyor unit, the outer conveyor unit and any intermediate conveyor units, the conveyor belt providing a conveyor surface that extends continuously along an upper surface of the base conveyor unit, the outer conveyor unit, at least part of the pivotable conveyor section and any intermediate conveyor units, said pivotable conveyor section having a free end remote from said pivot axis whose height relative to a ground surface may be adjusted by pivoting movement of the pivotable conveyor section; characterised in that the outer conveyor unit is telescopically extendable from a retracted position in which the pivotable conveyor section is nested within an adjacent conveyor unit, in particular with the product marketed as “Sovex Bendy Booms” and/or “Bendy Booms”;

Both primarily and in the alternative auxiliary request:

III. Orders Defendants to provide Honeywell information on:

- the distribution channels of the Bendy Booms;
- the quantities produced, manufactured, delivered, received or ordered, as well as the price paid for the Bendy Booms, and
- the identity of third parties involved in the production or distribution of the Bendy Booms;

in the form of a complete and organised list, in electronic format, along with an accountant’s statement verifying the accuracy and completeness of the information provided, within four weeks after rendering of the decision;

- IV. Orders Defendants to pay a penalty of EUR 100,000 for each product concerned, or for each day, part of a day for a whole counted, that Defendants infringe EP 2 563 695 B1 after judgment has been rendered, or fails to comply fully and/or improperly with the aforementioned orders under I, II or III;
- V. Declares Defendants liable to compensate Honeywell for all losses it has suffered as a result of the acts referred to under I or II, and to be suffered in the future;
- VI. Orders Defendants to pay provisional damages of EUR 250,000 for the costs Honeywell expects to incur in the proceedings for the award of its damages and costs, within four weeks after rendering of the decision;
- VII. Orders Defendants to pay Honeywell's legal costs.

24. Defendants request:

(primarily) to dismiss Honeywell’s claims in their entirety and to order that Honeywell shall bear the reasonable and proportionate legal costs and other expenses incurred by the Defendants;

- (a) (alternatively) to decline jurisdiction on the basis of Article 30(2) of Brussels I bis to facilitate consolidation of the present infringement action with the pending proceedings before the national Dutch court at The Hague and to order that Honeywell shall bear the reasonable and proportionate legal costs and other expenses incurred by the Defendants;
- (b) (more alternatively) to order a stay of the infringement action until such time as there is a final decision in the pending proceedings before the Dutch national court at The Hague or those proceedings are otherwise concluded;

to set the value of the action and the proceedings at the respective minimum scales.

25. As mentioned above, the Defendants' requests under (a) and (b), to the extent based on Art. 30 Brussels I bis (together with further requests based on Art 29 Brussel 1 bis), have been dismissed by the judge-rapporteur in the order of 6 May 2026. In its request for review pursuant to R. 333 RoP, Defendants have submitted that a stay of the proceedings should be ordered pursuant to R. 295(m) RoP.

Counterclaim for revocation

26. In the counterclaim for revocation, Defendants request, as reformulated on 6 July 2026:

to revoke the Patent in all of the UPC contracting states where the Patent is still valid, being Germany, Denmark, France, the Netherlands, Latvia and Italy, and to order that the Registry shall send a copy of this decision to the European Patent Office and to the national patent office of these Contracting Member States, after the deadline for appeal has passed and to order that Honeywell shall bear the reasonable and proportionate legal costs and other expenses incurred by the Defendants;

to set the value of the action and the proceedings at the respective minimum scales.

27. Honeywell concludes that the patent in suit is valid, without submitting formulated requests as to the counterclaim for revocation although the Judge-rapporteur requested for clarification in the Order of 26 June 2026 preparing the oral hearing.

POINTS AT ISSUE

28. The parties dispute about different aspects.

Infringement action

29. Honeywell asserts that that the 2022 Licence Agreement is (validly) terminated by the letter of 13 March 2024 and disputes that the 2024 License Agreement was concluded. The 2022 Licence Agreement was furthermore set to expire on 22 February 2027 and it is clear that Defendants do not intend to cease offering, selling and marketing the Bendy Booms as of this date. There is therefore at least a threat of infringing acts as of that date.
30. By, despite the termination of the 2022 License Agreement, still making, offering, placing on the market, using, importing or storing for these purposes the Bendy Boom in Germany, Denmark, France, the Netherlands, Latvia and Italy, Defendants infringe the patent-in-suit.

31. Under the 2022 License Agreement, a (sub)licence was granted to all entities within the Solvest group and therefore to all Defendants.
32. The Bendy Boom is offered and promoted via the still fully available website and brochure, that are issued on behalf of all Defendants. Both the website and the brochure are directed at the whole of Europe, so also all UPC CMS in which the patent is valid. This also follows from the customers mentioned in the brochure, that are located in inter alia Germany, France and The Netherlands.
33. All Defendants operate together in offering, selling and marketing the Bendy Boom and are individually and jointly liable for the infringing acts. Given the role of Solvest V, VII and VIII and Solvink and Kleine Beuk, the infringing acts of the other entities, in particular VeyorEx and Hemtech, can be regarded as infringing acts of their own.
34. VeyorEx was established shortly after the conclusion of the 2022 License Agreement to exercise the rights granted in the 2022 License Agreement by commercialising, selling and (arranging the) manufacturing of the Bendy Booms. It carried the Sovex Trademark in its name, for which a license was granted by Honeywell.
35. Solvest V entered into the 2019 Supply Agreement and was (directly and through its affiliated companies) responsible for the manufacturing and delivery of the Bendy Booms at the request of Honeywell. It seems likely that Solvest V still directs, facilitates or embodies the infringing acts committed by the other entities and plays a central and leading role in the commercial exploitation of the Bendy Booms in the UPC CMS where the patent is valid.
36. Solvest VI is a holding within the Solvest group. It holds all the shares in Hemtech, which manufactures and delivers the Bendy Booms. Solvest VI is therefore directly responsible for these acts.
37. Solvest VII was party to the 2022 License Agreement and facilitated the use of Honeywell's intellectual property by making the license available to affiliates such as Hemtech and VeyorEx. This enabled the manufacturing, sale and delivery of the Bendy Booms. Despite the termination of the 2022 License Agreement by Honeywell, Solvest VII failed to instruct the other entities to cease their infringing activities, and is still directing, facilitating or embodying the infringing acts by VeyorEx and the other entities.
38. Solvink and Kleine Beuk are the two sole directors of the other Solvest entities. In their capacity as directors, they direct, facilitate or embody the infringing acts committed by these entities and play a central and leading role in the commercial exploitation of the Bendy Booms in the UPC CMS where the patent is valid.
39. The extracts from the company register suggest that VeyorEx, Solvest V, Solvest VI and Solvest VII have no active personnel and that Solvink and Kleine Beuk are there only directors. Solvink and Keine Beuk also have no employees, but do have a natural person as a director. It is entirely logical that all actions of the other entities are actually managed or carried out by these persons and therefore by Solvink and Kleine Beuk.
40. Hemtech is Solvest's manufacturing facility. Under the 2019 Supply Agreement, Hemtech manufactured Bendy Booms at Honeywell's request. Under the 2022 License Agreement, Hemtech continued to manufacture and deliver these products in the UPC CMS where the patent is valid. That Hemtech delivers - and thus places on the market, - the Bendy Booms in those UPC CMS, also implies that it (whether or not in collaboration with the other

Defendants) imports the Bendy Booms.

41. The legal opinion regarding the validity of the patent-in-suit was only prepared a year after the termination of the 2022 Licence Agreement and therefore played no role in the decision to continue the infringing acts after this termination. That the 2022 Licence Agreement was entered into demonstrates that the Defendants were aware that acting without a licence would constitute infringement of a valid patent.
42. Honeywell denies that any advice regarding the (non) termination of the 2022 Licence Agreement was given, that it was given as early as March 2024 and that it was given by a lawyer. No evidence in support of this has been provided by Defendants.
43. Defendants submit that they are entitled to use the patent-in-suit under the 2022 Licence Agreement or on the basis of the 2024 Licence Agreement. The 2022 Licence Agreement provides for a licence to Solvest VII and any of its affiliates. VeyorEx and Solvest V are 100% owned by Solvest VII. They thus have the consent of Honeywell within the meaning of Art. 25 UPCA and do not infringe the patent. Furthermore, in September 2024, a perpetual licence has been agreed upon with Honeywell International.
44. Defendants contest that the 2022 Licence Agreement has been lawfully terminated by Honeywell International. Honeywell has severely violated its obligations under the licence by not enforcing the patent against competitors of Defendants, which is a justification for paying a reduced royalty of only 1% as provided for in the Licence Agreement and Honeywell consequently could not lawfully terminate the licence, according to Defendants.
45. Only VeyorEx is active in the offering of and responsible for the sales, placing on the market and importing or storing for these purposes of the Bendy Booms.
46. Under the 2022 Licence Agreement, there have been no sales of Bendy Booms in the UPC CMS where the patent is valid.
47. The mere position of a managing director of a company that is infringing a patent does not make such managing director an accomplice or accessory liable for that infringement. Honeywell does not allege that any of Defendants commits acts that go beyond its typical professional duties as a managing director or shareholder.
48. Defendants are familiar with a legal opinion (exhibit DE04) of their representative of 13 February 2025, stating that the patent-in-suit is invalid. Furthermore, management of the companies has also obtained legal advice that the 2022 Licence Agreement was still in effect and that the 2024 Licence Agreement had been agreed upon.
49. Manufacturing by Hemtech is done in Bosnia and Herzegovina, where the patent is not in force. Delivering is not an infringing act within the meaning of Art 25 UPCA. Furthermore, Hemtech does not itself ship or transport the Bendy Booms. Hemtech is only instrumental in making manufactured Bendy Booms available for shipping or transportation by intermediate companies in accordance with instructions from VeyorEx, according to Defendants.

Counterclaim for revocation

50. Defendants base their Counterclaim for revocation on the following grounds of Art. 138 EPC in conjunction with Art. 65 (2) UPCA:

- lack of novelty (Art. 138(1)a) in conjunction with Art. 54 EPC),
 - lack of inventive step (Art. 138(1)a) in conjunction with Art. 56 EPC).
51. Defendants argue that the subject-matter of (claim 1 of) the patent-in-suit lacks novelty in view of patent application GB 2 136 753 (hereinafter: GB 753) (Exhibit CE16).
 52. Defendants further argue that the subject-matter (of claim 1) does not involve an inventive step over:
 - GB 753,
 - GB 753 in combination with patent US 6 431 346 B1 (hereinafter: US 346) (Exhibit CE015)
 - US 346 in combination with GB 753,
 - US 346 in combination with patent application GB 2 009 076 A (hereinafter: GB 076) (Exhibit DE05).
 53. Defendants also argue that dependent claims 2-11 are invalid since the additional features of those claims lack novelty or inventive step over the prior art mentioned above and US 590289 (Exhibit DE06).
 54. Honeywell states that the patent-in-suit is valid. It argues that the invention claimed in claim 1 is novel over GB 753 because this document does not disclose feature 1.7. It further argues that claim 1 is inventive over GB 753, also in combination with US 346 because US 346 also lacks disclosure of feature 1.7 and furthermore does not disclose feature 1.5. For the same reasons, claim 1 is inventive over US 346 in combination with GB 753 or GB 076. For all inventive step attacks, there are no pointers for the skilled person to combine these (incompatible) documents, according to Honeywell.
 55. Honeywell further states that the dependent claims 2-11 are novel and inventive because they are dependent on the novel and inventive claim 1.

REASONS FOR THE DECISION

56. Both the infringement action and the counterclaim for revocation are admissible. The infringement action is predominantly successful, whereas the Counterclaim for revocation is unfounded.

ADMISSIBILITY

Jurisdiction

57. As decided in the orders of 22 October 2025 and 12 February 2026 following the preliminary objections raised by the Defendants, the Court and the Local Division Mannheim have international jurisdiction and competence for the infringement action according to Art. 71 (a), (b) (1), (2), Art. 4 (1), Art 6 and Art. 7 (2) Brussels I bis and Art. 31, 32 (1) (a) and 33 (1) (a), UPCA. This division also has international jurisdiction and competence for the counterclaim for revocation according to Art. 71(a), (b) (1), (2) and Art. 24(4) Brussel I bis and Art. 33 (3), 32 (1) (e) UPCA.

Conditional counterclaim for revocation

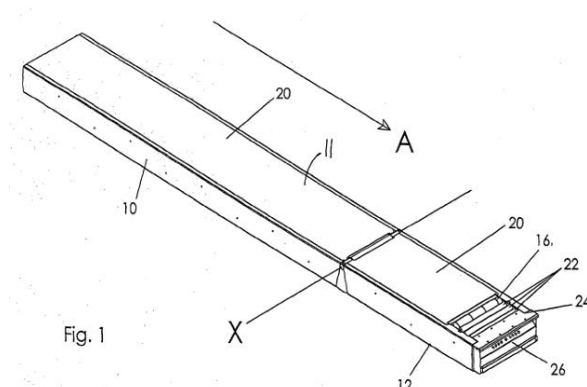
58. Defendants have made the counterclaim for revocation conditional to the refusal by the Court of the request to decline jurisdiction on the basis of Art. 30 (2) Brussel I bis. This request

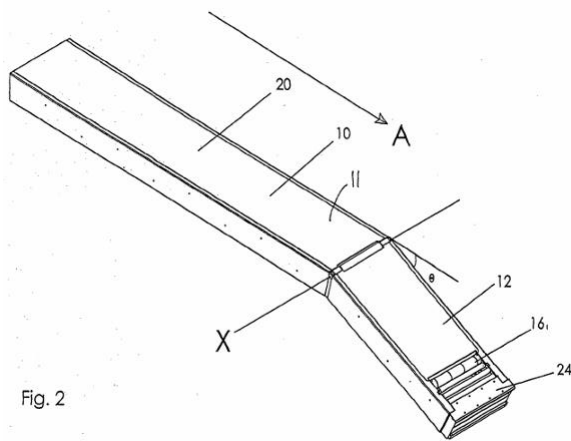
(see above under 22) has been dismissed in the order of the judge rapporteur of 6 May 2026. The request for review pursuant to R. 333 RoP does not concern the dismissal of the request to decline jurisdiction. The condition under which the counterclaim for revocation was filed, is thus fulfilled.

SUBJECT-MATTER OF THE PATENT-IN-SUIT

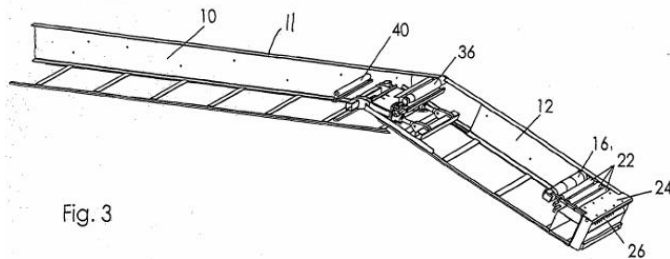
59. The patent-in-suit relates to a telescoping belt conveyor for conveying goods (para. [0001]). In paragraph [0002], it is inter alia explained that telescopic belt conveyors are widely used in warehouses and distribution centres for conveying goods to and from delivery vehicles. Typically, a telescopic belt conveyor includes a base conveyor unit, an extendable outer conveyor unit and optionally one or more intermediate conveyor units that are nested within one another when retracted and can be extended telescopically from the base conveyor unit. The base, outer and optional intermediate conveyor units support a conveyor belt that travels over the upper surfaces of the conveyor units to convey goods placed on the belt.
60. The patent describes in paragraph [0003] that a telescopic belt conveyor is generally mounted in a loading dock of a warehouse and is designed so that, when extended, the free end of the conveyor is located at a height of about 200cm above the exterior ground level. This is ideal when the delivery vehicle is a large lorry as it allows a worker in the vehicle comfortably to transfer goods between the conveyor and the vehicle. In paragraph [0004], it is stated that a height of 200 cm may be too great for convenient use when the delivery vehicle is a smaller vehicle, such as a van. In this situation it may be difficult or dangerous for a worker in the vehicle to transfer goods between the conveyor and the vehicle.
61. According to paragraph [0005], a telescopic belt conveyor in the prior art (US 5351809) includes an adjustable vertical support that allows the entire conveyor to be tilted upwards or downwards about a pivot axis at the rear of the base conveyor unit. This allows the conveyor to accommodate variations in the height of the delivery vehicles. As a downside, the patent describes that, to allow for downwards tilting, the base conveyor unit has to be supported in a raised position relative to the ground, which may be inconvenient for the workers in the loading dock of the warehouse. Also, only a relatively restricted range of vertical movement is possible, because of the varying height of the conveyor within the loading dock.
62. In paragraph [0006], it is stated that US 346 describes another telescopic belt conveyor that can be tilted upwards or downwards as a whole to accommodate different vehicle heights. A user interface unit is mounted on an end of the extendable conveyor section and includes an adjustable boom that is pivotably mounted on a carriage assembly. Separate conveyor belts are provided for the extendable conveyor section and the adjustable boom of the user interface unit, and a set of rollers is provided to bridge the gap between the two belts. It is described that the user interface unit is mounted above the extendable conveyor section and can be retracted above the extendable conveyor section, but that it is not retractable telescopically relative to the extendable conveyor section (that is, it is not nested within the next conveyor section). As a result, the height of the conveyor is increased.
63. According to paragraph [0007], GB 753 describes a telescopic boom and conveyor apparatus according to the pre-characterising part of claim 1.
64. Against this background, the patent-in-suit describes in paragraph [0008] as an object of the invention to provide a telescopic belt conveyor that mitigates one or more of the aforesaid disadvantages. The patent thus aims at improving the design of a telescopic belt conveyor.

65. To achieve this aim, the patent-in-suit proposes in claim 1 a telescopic belt conveyor with the following features:
- 1.1 A telescopic belt conveyor including a base conveyor unit (4), an outer conveyor unit (10) and optionally one or more intermediate conveyor units (6, 8),
 - 1.2 the outer conveyor unit (10) and any intermediate conveyor units (6, 8) being mounted on the base conveyor unit (4) and extendable telescopically therefrom in an extension direction (A),
 - 1.3 the outer conveyor unit (10) including a pivotable conveyor section (12) that is mounted for pivoting movement about a substantially horizontal pivot axis (X),
 - 1.4 and a conveyor belt (14) supported by the base conveyor unit (4), the outer conveyor unit (10) and any intermediate conveyor units (6, 8),
 - 1.5 the conveyor belt (14) providing a conveyor surface that extends continuously along an upper surface of the base conveyor unit (4), the outer conveyor unit (10), at least part of the pivotable conveyor section (12) and any intermediate conveyor units (6, 8),
 - 1.6 said pivotable conveyor section (12) having a free end remote from said pivot axis (X) whose height relative to a ground surface may be adjusted by pivoting movement of the pivotable conveyor section (12);
 - 1.7 characterised in that the outer conveyor unit (10) is telescopically extendable from a retracted position in which the pivotable conveyor section (12) is nested within an adjacent conveyor unit.
66. It is described in paragraph [0010] that the pivotable conveyor section can be adjusted to provide a variable loading height suited to the height of the vehicle to or from which goods are being transferred. No other modification to the telescopic belt conveyor is required and the height at which the telescopic belt conveyor extends through the loading dock is unaffected. The arrangement also avoids any increase in the overall height of the conveyor.
67. With regard to the conveyor belt, it is described that it extends in a continuous run without any breaks from the base conveyor unit to the pivotable conveyor section. This ensures the controlled movement of goods along the length of the belt conveyor, according to paragraph [0011].
68. Figure 1 of the patent, relating to an embodiment of the invention, is an isometric view of an outer conveyor unit (10) of a telescopic belt conveyor, with the conveyor belt removed, the outer conveyor unit comprising an inner conveyor section (11) and an outer pivotable conveyor section (12). Figure 2 is an isometric view of an outer conveyor unit (10), showing the pivotable conveyor section (12) in a downwardly pivoted configuration.

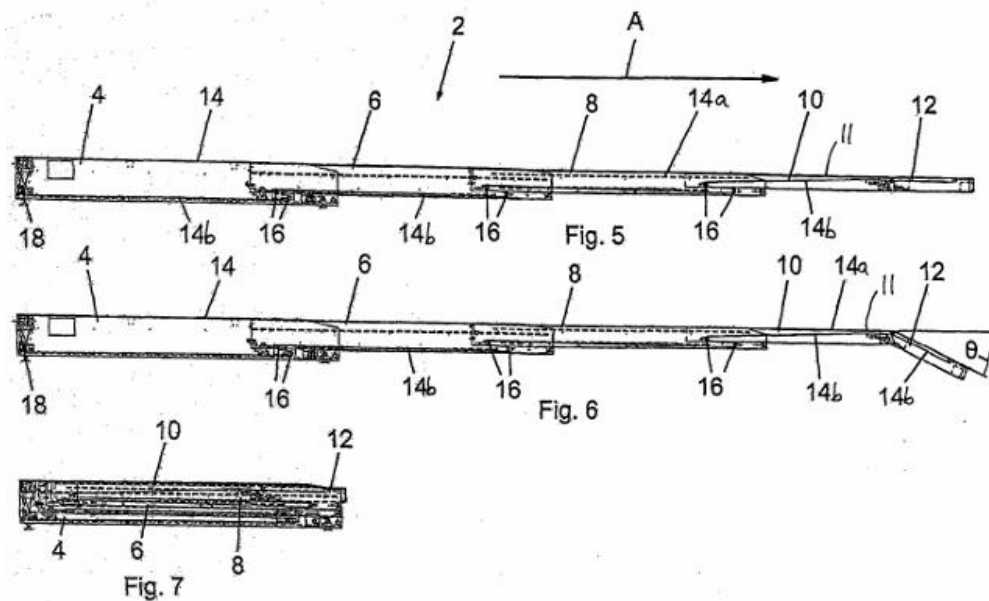




69. Figure 3 is an isometric view of the outer conveyor unit (10), with part of the housing removed to show inner and outer components of the inner (11) and outer (12) conveyor sections.



70. A sectional side view showing a complete telescopic belt conveyor in extended configuration is depicted in Figure 5 and in Figure 6 (with the pivoting conveyor section (12) in a downwardly pivoted configuration). In Figure 7, the telescopic belt conveyor in a retracted configuration is shown.



71. In Figure 8, an example of the use of the telescopic belt conveyor, located in a warehouse adjacent a loading dock, is illustrated.

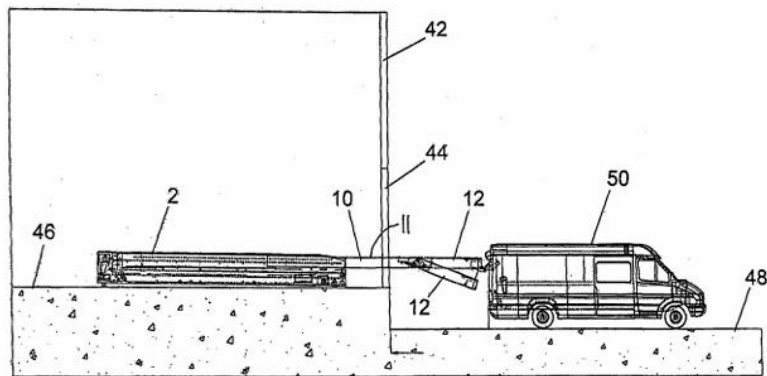


Fig. 8

72. Some features require further explanation. 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 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 (UPC_CoA_335/2023, Order of 26 February 2024, mn. 73 et seq. – 10x Genomics v. Nanostring; UPC_CoA_1/2024, Order of 13 May 2024, mn. 26 – VusionGroup v. Hanshow; UPC_CoA_182/2024, Order of 25 September 2024, mn. 82 – Mammut v. Ortovox).
73. The division into claim features is for reference only. Claim features must always be interpreted in the light of the claim as a whole (UPC_CoA_528/2024, Decision of 25 November 2025, mn. 40 – Amgen v. Sanofi).
74. The average person skilled in the art, as agreed by the parties and adopted by the Court, defined as a mechanical engineer, understands the relevant features as follows.

Feature 1.1

75. Feature 1.1 sees to a telescopic belt conveyor. The patent description refers to the use of these conveyors in (loading docks of) warehouses and distributions centres for conveying goods to and from delivery vehicles, such as lorries or vans (paras. [0001] – [0004]). However, in the absence of any reference to the use or purpose of the conveyor in the wording of claim 1, the skilled person would understand that the claim is not limited to any specific use or purpose.
76. According to feature 1.1, the telescopic belt conveyor includes a base conveyor unit (4) and an outer conveyor unit (10). Optionally, it can also include one or more intermediate conveyor units (6, 8).

Features 1.2, 1.3 and 1.7

77. Feature 1.2 stipulates that the outer conveyor unit (10) and intermediate conveyor units (6, 8) are mounted on the base conveyor unit (4) and are *extendable telescopically* therefrom in an extension direction (A). Regarding this extendibility, the skilled person reads in para. [0022] that (underlining added):

[0022] The intermediate conveyor units 6, 8 and the outer conveyor unit 10 are telescopically mounted in relation to one another and the base conveyor unit 4 so that they can be extended outwards from the base conveyor unit in an extension direction A, as shown in Figures 5 and 6. In this extended configuration the intermediate conveyor units 6, 8 and the outer conveyor unit 10 are supported by the base conveyor unit 4 as cantilevers.

78. It follows from feature 1.3 that the outer conveyor unit (10) includes a pivotable conveyor section (12) that is capable of a pivoting movement about a substantially horizontal axis, that is further explained in feature 1.6.
79. Feature 1.7 states that the outer conveyor unit (10) is *telescopically extendable* from a retracted position in which *the pivotable conveyor section (12) is nested within an adjacent conveyor unit*. This retracted position is shown in figure 7. Paragraph [0023] of the description states in this context (underlining added):

The intermediate and outer conveyor units 6, 8, 10 can also be retracted telescopically as shown in Figure 7 so that in the retracted configuration the intermediate and outer conveyor units 6, 8, 10 overlie the base conveyor unit 4, each conveyor unit being nested within the next adjacent inner conveyor unit. The inner conveyor section 11 and the pivotable conveyor section 12 of the outer conveyor unit 10 therefore overlie and are accommodated within the base conveyor unit 4 and the intermediate conveyor units 6, 8 when the conveyor is retracted, the total length of the inner and outer conveyor sections 11, 12 being slightly less than the length of the base conveyor unit 4.

80. The skilled person understands from this paragraph, in combination with Figure 7, that in the retracted position, the conveyor units (6, 8, 10) overlie the base conveyor unit (4) and are each accommodated within the next adjacent inner conveyor unit, being the next adjacent intermediate conveyor unit or the base conveyor unit, depending on whether or not one or more intermediate conveyor units are used. Since the outer conveyor unit 10 includes the pivotable conveyor section 12, this part also overlies and is accommodated within the base conveyor unit and intermediate conveyor units - if these are used - in the retracted position.
81. As the skilled person will understand from paragraph [0023] and Figure 7, to “overlie” and to be “accommodated within” in this context does not mean that the conveyor section is situated above the base conveyor unit in a way that it makes the total retracted configuration higher than the base unit. It can be seen in this figure, that the height of the conveyor remains the same in the extended and the retracted configuration. The skilled person would furthermore read paragraph [0023] and fig. 7 in combination with paragraph [0006] of the patent-in-suit. Here it is stated in relation to the user interface unit (with an adjustable boom) of prior art document US 346 that (underlining added):

[0006] (...) The user interface unit is mounted above the extendable conveyor section and can be retracted above the extendable conveyor section, but it is not retractable telescopically relative to the extendable conveyor section (that is, it is not nested within the next conveyor section). As a result, the height of the conveyor is increased.

82. The skilled person would understand from the foregoing that “nested within an adjacent conveyor unit” in feature 1.7 means that the pivotable conveyor section is withdrawn within and taken up by the adjacent conveyor unit - and not retracted above it - and that thereby an increase of the height of the conveyor is avoided. This is also confirmed in paragraph [0010], last sentence, of the patent-in-suit:

[0010] (...) The arrangement also avoids any increase in the overall height of the conveyor.

83. The abovementioned meaning of “nested within an adjacent conveyor unit” is also aligned with the technical meaning that the skilled person would derive from the adverb “telescopically” in feature 1.7, being a mutual coupling of parts that can assume both a collapsed condition wherein these parts are substantially superimposed in longitudinal direction by entering into each other and an extended condition wherein one of these parts is projecting from the other in longitudinal direction.

84. Features 1.4 and 1.5

85. According to feature 1.4, a conveyor belt (14) is supported by the base conveyor unit (4), the outer conveyor unit (10) and any intermediate conveyor units (6, 8). Feature 1.5 adds that this conveyor belt provides a conveyor surface that extends continuously along the upper surface of these conveyor units, including at least part of the pivotable conveyor section (12).
86. The skilled person would recognize from this wording, against the background on the description (see paragraph [0011]), that the conveyor belt extends in a continuous run without any breaks from the base conveyor unit to the pivotable conveyor section.

COUNTERCLAIM FOR REVOCATION

87. The admissible counterclaim for revocation, being directed at the UPC CMS where the patent-in-suit is valid, is unsuccessful. The subject-matter of the patent is novel and involves an inventive step in view of the prior art presented in the proceedings at hand.

Novelty

88. Claim 1 is novel in the view of the prior art document submitted in the present proceedings.

Legal framework

89. According to Art. 54(1) EPC, an invention is considered new if it does not form part of the state of the art. A technical teaching does not form part of the state of the art if it differs in at least one of its features from what is already known in the state of the art. Only that what the skilled person, using his common general knowledge at the relevant filing or priority date, would derive directly and unambiguously from a single piece of prior art is considered to be anticipated thereby (cf. UPC_CoA_182/2024, 25 September 2024, Mammut v Ortovox; UPC_CoA_382/2024, 14 February 2025, Abbott v Sibio).
90. The disclosure of the prior art document as a whole must be considered. However, the content of a prior art document must not be treated as a reservoir from which features may be drawn to create a particular embodiment, but rather different passages in a document may only be combined if there is a clear and unmistakable teaching suggesting this.

91. A feature may also be disclosed implicitly, but this requires that that the skilled person would objectively consider such feature to be necessarily implied in the explicitly disclosed content, i.e. matter that is a clear and unambiguous consequence of what is explicitly mentioned, shall also be considered as part of its content. Knowledge that a skilled person only acquires as a result of further deliberation beyond this cannot be considered a direct and unambiguous disclosure (UPC_CoA_473/2025, 13 July 2026, mn. 152, Fujifilm v. Kodak).

Disclosure of GB 753

92. GB 753 has been considered in the examination procedure regarding the patent-in-suit and has been included in the description in paragraph [0007]. It relates to a telescopic boom and conveyor apparatus useful in transporting solid or semi-solid material such as concrete from a base to variable distances and height from the base. It refers to conventional methods for transporting concrete involving the use of a mobile crane and a bucket and furthermore to fixed conveyor installations and shovel and truck transport in open-pit mining. It is stated that the invention provides a novel telescopic boom and conveyor apparatus which is useful in many diverse material handling operations where the material must be transported over varying distances and elevations. It is furthermore stated that, as the apparatus can be vehicle mounted, it enjoys improved versatility over known stationary material conveyors. When compared to most conventional mobile crane and bucket forms of material transport, the conveyor device provides continuous and thus more economical delivery of material (p. 1, l. 5 – 33).
93. The telescopic boom and conveyor device comprises a base component to which a main boom including first, second and third telescopic boom sections is pivotally attached for vertical movement relative thereto. Means is also provided for causing telescopic displacement of the third section within the second section and concurrently therewith, for causing the second section to displace telescopically within the first section so that these sections extend between points of minimum and maximum boom extension. The upper run of an endless conveyor belt overlies the first, second and third boom sections regardless of whether the boom is in its maximum or minimum extension position (p. 1, l. 34 – 53).
94. Main boom support and telescopic control means is provided in order to enable the main boom to maintain a predetermined angle whilst the sections are being telescopically displaced. First hoist means located on the base component co-operates with the main boom support means and telescopic control means in order to raise or lower the main boom to any desired angle (p. 1, l. 63 – 71).
95. In a preferred embodiment of GB 753, provision is made for a fourth articulated boom or section which is pivotally connected to the free end of the third section. Also in this arrangement, the conveyor belt overlies the main boom as well as the articulated boom. This fourth section imparts the ability to convey material transported on the belt an additional distance and a distance further into the work site not otherwise conveniently reached by the free end of the third section due to an obstruction (p. 1, l. 72 – 83).
96. As the articulated boom is free to move relative to the main boom, articulated boom support and telescopic displacement control means is provided and enables the angle of the articulated boom to be adjusted independently of the angle of the main boom through the instrumentality of a second hoist means (p. 1, l. 83 – 94).

97. The apparatus may involve a stationary base which can be rotatable. It can also be vehicle mounted for mobile transport and use in a manner similar to conventional mobile cranes (p. 1, l. 99 – 109).
98. Figure 1 of GB 753 shows the conveyor apparatus vehicle mounted with the main boom extended. The articulated boom section (15) is included in this figure.

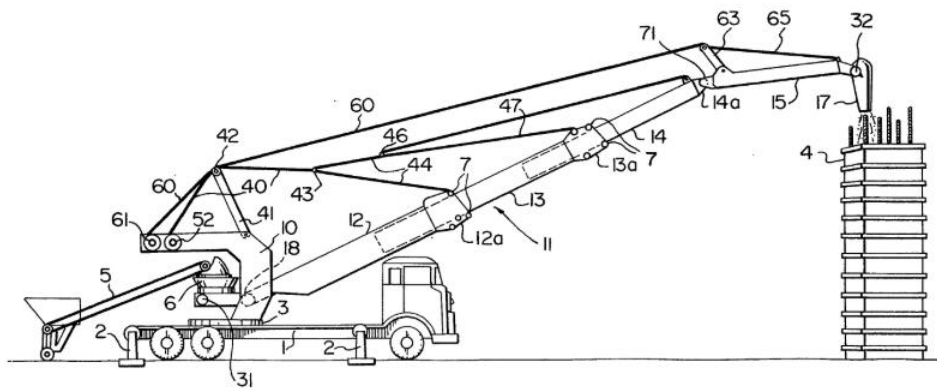


FIG. 1

99. The following figures depict the apparatus in retracted condition (Fig. 2a) and extended condition (Fig. 2b) without the articulated boom:

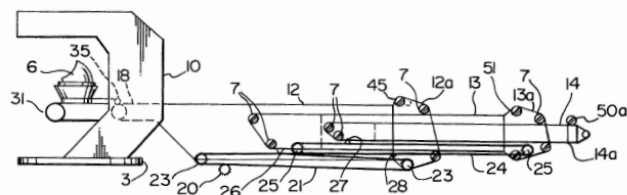


FIG. 2a

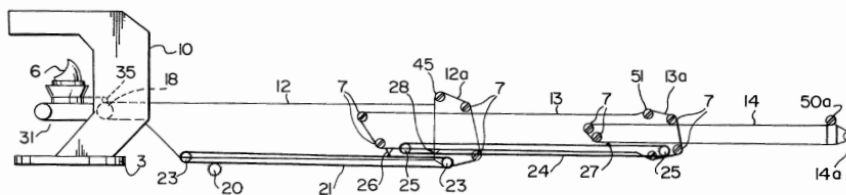
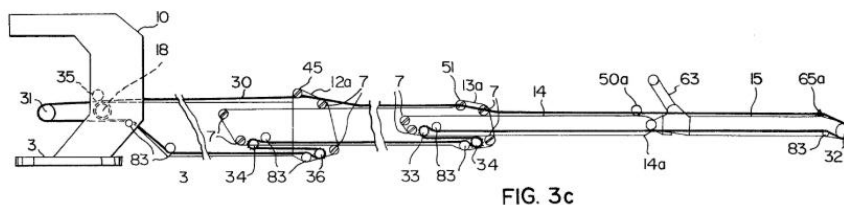
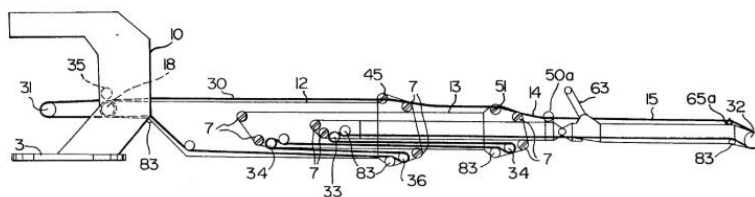
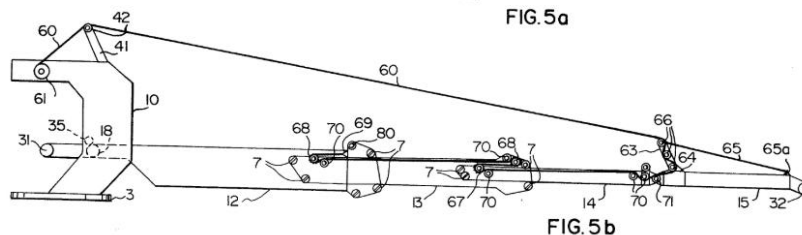
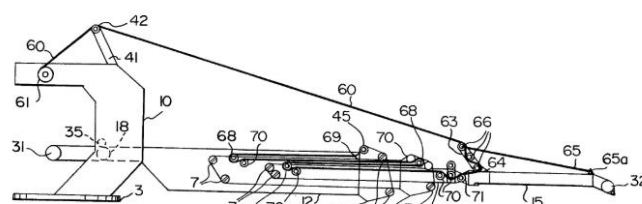


FIG. 2b

100. Figures 3b and 3c depict the apparatus in the retracted and extended condition of the apparatus including the articulated boom (15). Endless conveyor belt (30) is also shown:



101. Figures 5a and 5b illustrate the articulated boom support and telescopic displacement control means. In this embodiment, inter alia a fourth cable length 60 extends from winch means 41 to the upper end of mast 63 and additional support cable 65 is fixed at either of its ends to the upper end of mast 63 and the free end of boom 15 and point 65a (p. 5, l. 6 – 12).
102. In order to angulate boom 15 relative to main boom 11, hoist 61 can either take-up or let out cable length thereby causing boom 15 to rotate about pivot point 71 connecting this boom to section 14 (p. 5, l. 44 – 47).



103. In figures 6a and 6b, the linkage means interconnection section 14 to articulated boom 15 is illustrated. Link 72 is normally pivotally connected to the free end of head 14a at 71 which additionally supports pulley 70 and at its other end, is pivotally connected to boom 15 at 73. However, in its operative mode, this pivot connection is left locked by virtue of locking means or latch 74 on link 72 which co-operatively engages slot 75 in order to retain link 72 and boom 15 in fixed relationship. Upon take-up or let-out of cable 60, both boom 15 and link 72 pivot as one unit about point 71 as they are locked together (p. 5, l. 58 – 63, p. 5, l. 68 – 70). In order to have boom 15 overlies section 14 (and 13 and 12) (Fig. 6b), boom 15 is swung upwardly and latch 74 is disengaged from slot 75, so that the boom 15 can take a position lying over the main boom (p. 5, l. 70-78).

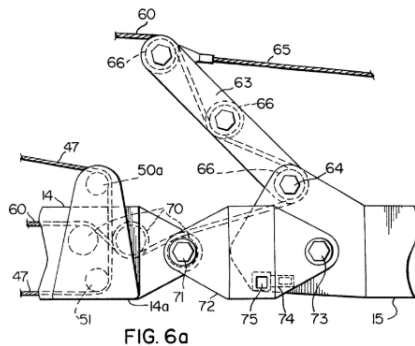


FIG. 6a

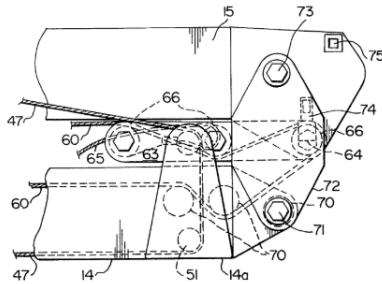


FIG. 6b

Novelty in the present case

104. It is not in dispute between the parties that GB 753 discloses features 1.1 - 1.6 of the patent-in-suit. This is also acknowledged in paragraph [0007] of the patent description. Defendants submit that GB 753 also seems to disclose feature 1.7. For this, they refer to what is stated on page 1, lines 110 - 120 of the description of GB 753 with regard to the articulated boom section (15), that Defendants equal to the pivotable conveyor section (12) of the patent-in-suit.
105. However, in this passage of the description, it is explicitly stated that, other than the other boom sections, the articulated boom section does not have telescopic capability (underlining added):

It will be apparent that while the first, second and third boom sections are telescopic, where the fourth articulated section is utilized, it does not enjoy this telescopic capability. Accordingly, in situations where the apparatus is vehicle mounted for distance road transport with the three main sections in their retracted condition, I have made provision for effectively enabling the articulated boom section to overlie the retracted three main sections for the purpose of reducing the overall four section boom length.

106. The description furthermore states from page 1, line 120 – to page 2, line 7 (underlining added):

This is achieved by the inclusion of a connecting link means intermediate the free end of the third section and the adjacent end of the articulated boom which is pivotally connected at either end of the link means to the third section and articulated boom. The pivotal connection of the link means with the articulated boom is normally locked so that they lie in the same plan and pivot as one unit about the pivotal connection of the link means with the third section. When the articulated boom and link means is effectively perpendicular of the main boom, by disconnecting the lock means, the articulated boom is permitted to pivot about its connection with the link means when the latter is in its perpendicular condition so that the articulated boom can fall back over the retracted first, second and third booms whilst preserving the integrity of the conveyor run without dismantlement.

107. The skilled person understands from this that the articulated boom section in GB 753 cannot be retracted to nest within another section, but that arrangements have been made in order to allow this articulated boom section to fall back over the retracted first, second and third booms. This is also illustrated in fig. 6b (see above under para. 103 and described at page 5, lines 70 – 78 of GB 753 (underlining added)):

In order to have boom 15 overlies at least section 14 and preferably sections 13 and 12 when they are in their retracted position boom 15 is first swung upwardly to a vertical position by virtue of pull on cable 60. Latch 74 is then disengaged from slot 75 thereby enabling boom 15 to rotate relative to link 72 about pivot point 73 so as to then position boom 15 over the main boom as best seen in Figure 6(b).

108. As has been considered above with regard to feature 1.7, the skilled person would not understand this position, in which the articulated boom section lays above and over the main boom, as a position nested within an adjacent conveyor unit, as is required according to this feature.
109. Defendants have put forward that the skilled person, reading the description of GB 753, understands that the inventor contemplated the possibility to construe the articulated boom section in the same telescopic manner as the other sections, but elected to opt for another technical solution in which the articulated boom section overlies these other sections. They argue that with this, feature 1.7 is disclosed.
110. This reasoning of Defendants must be rejected. A statement that a certain (technical) arrangement is not present, cannot be understood as an (implicit) direct and unambiguous disclosure of that arrangement. On the contrary, it is to be seen as an explicit confirmation that the arrangement is absent and therefore not disclosed.
111. It follows from the foregoing that claim 1 is new over GB 753.

Inventive step

112. Claim 1 does not lack an inventive step over the prior art documents presented in these proceedings.

Legal framework

113. Pursuant to Art. 56 EPC, an invention shall be considered as involving an inventive step if, having regard to the state of the art, it is not obvious to a person skilled in the art.
114. According to the case law of the Court of Appeal, the approach taken by the Unified Patent Court when establishing inventive step is as follows (see UPC_CoA_464/2024, Decision of 25 November 2025, Headnotes 4 - 13, mn. 128 – 136 – Meril v Edwards; UPC_CoA_528/2024, Decision of 25 November 2025, Headnotes 10 - 22, mn. 122 – 138 – Amgen v Sanofi).
115. It first has to be established what the object of the invention is, i.e. the objective problem. This must be assessed from the perspective of the person skilled in the art, with their common general knowledge, as at the application or priority date (also referred to as the effective date) of the patent. This must be done by establishing what the invention adds to the state of the art, not by looking at the individual features of the claim, but by comparing the claim as a whole in the context of the specification and the drawings, thus also considering the inventive concept underlying the invention (the technical teaching), which must be based on the technical effect(s) that the person skilled in the art, on the basis of the application,

understands is (are) achieved with the claimed invention.

116. In order to avoid hindsight, the objective problem should not contain pointers to the claimed solution. The claimed solution is obvious when at the effective date the person skilled in the art, starting from a realistic starting point in the state of the art in the relevant field of technology and wishing to solve the objective problem, would (and not only “could”) have arrived at the claimed solution.
117. The relevant field of technology is the specific field relevant to the objective problem to be solved as well as any field in which the same or similar problem arises and of which the person skilled in the art of the specific field must be expected to be aware.
118. A starting point is realistic if the teaching thereof would have been of interest to a person skilled in the art who, at the effective date, wishes to solve the objective problem. This may for instance be the case if the relevant piece of prior art already discloses several features similar to those relevant to the invention as claimed and/or addresses the same or a similar underlying problem as that of the claimed invention. There can be more than one realistic starting point, and the claimed invention must be inventive starting from each of them.
119. The person skilled in the art has no inventive skills and no imagination and requires a pointer or motivation that, starting from a realistic starting point, directs them to implement a next step in the direction of the claimed invention. As a general rule, a claimed solution must be considered not inventive/obvious when the person skilled in the art would take the next step, prompted by the pointer or as a matter of routine, and arrive at the claimed invention.
120. For an inventive step to be present, it is not necessary to show improvement of the technical teaching as defined by the patent claims over the prior art. Inventive step may also be found if the patent claims disclose a non-obvious alternative to solutions known in the prior art.

Objective problem

121. As observed above in paragraph 64, the patent aims at improving the design of a telescopic belt conveyor. The objective problem can be formulated as providing an improved telescopic belt conveyor with a variable loading height
122. The inventive concept underlying the invention as a solution to the objective problem, as understood by the skilled person, is to provide a telescopic belt conveyor with a pivotable conveyor section extending from an outer conveyor unit, which pivotable conveyor section can be retracted to be nested within an adjacent conveyor unit, while no other modifications are required and while providing an endless conveyor belt providing a conveying surface extending continuously over all conveyor units, including part of the pivotable conveyor section. This solution is not derivable starting from any of the relevant prior art documents without involving an inventive step.

Inventive step over GB 753

123. GB 753 is not related to loading and unloading at warehouses and therefore not to any problems arising in such an environment. As has been observed with regard to the interpretation of feature 1.1, the patent-in-suit is however not limited to such an environment. As the patent, GB 753 relates to a telescopic boom conveyor, and it is concerned with the delivery of material at variable heights. GB 753 furthermore discloses all but one of the features of claim 1 of the patent-in-suit.

124. Taking GB 753 as a starting point, this document, as has been observed above, does not disclose feature 1.7.
125. Insofar as Defendants argue that GB 753 (alone) renders claim 1 obvious, this argument must fail. The skilled person, starting from GB 753, would not be pointed or motivated to implement a next step in the direction of the claimed invention by arranging the articulated boom section to be telescopically retractable within the adjacent conveyor section. GB 753 explicitly states that the articulated boom section does not enjoy telescopic retractability and provides for an alternative arrangement for the articulated boom section when the other conveyor sections are in their retracted position, without the need to dismantle the articulated boom section, by enabling the articulated boom section to fall back on and overlie the retracted three main sections. Therefore, starting from GB 753, the skilled person would not be directed to implement a next step by, instead, also making the articulated boom section telescopically retractable. This applies all the more because the skilled person would immediately recognise that such an implementation would not be possible in the configuration of the articulated boom section in GB 753. Indeed, as correctly pointed out by Honeywell, inter alia the pivotable construction with mast 63, link 72 and pivot point 71 would not allow the retraction of the articulated boom section within the adjacent boom section. Consequently, implementing the retractability of the pivotable articulated boom section within the adjacent boom section would require a major structural modification of GB 753, which the skilled person would not carry out.
126. Defendants have argued in the oral hearing that GB 753 is not limited to the use of cables. It has pointed to p. 2, l. 8 - 14 of GB 753, mentioning any suitable means, such as hydraulic cylinders. This passage reads (emphasis added):

Although any suitable means, such as hydraulic cylinders, can be used in order to cause telescopic displacement of the main boom, in accordance with another embodiment of my invention, I prefer to use cable loop assemblies functioning on the main sections in a manner similar to that used on extension ladders.

127. However, this passage explicitly refers to telescopic displacement of the main boom and is therefore not directed at telescopic displacement and/or pivotal connection and movement of the articulated boom section. Furthermore, all embodiments and figures of GB 753 involve a construction with cables. No information regarding the use of hydraulic cylinders, other than the mere mention of it in the passage cited above, is provided in GB 753. The skilled person, reading GB 753 as a whole, would therefore not understand the teaching of GB 753 to include an arrangement with hydraulic means (for the articulated boom section). Moreover, the skilled person is not provided with any specific teaching involving hydraulic cylinders or any other means for the arrangement of an articulated boom section that is pivotable on the one hand and telescopically retractable on the other hand. Starting from the teaching of GB 753, the skilled person would therefore not arrive at the subject matter of claim 1.

Inventive step over GB 753 in combination with US 346

128. Defendants furthermore submit that claim 1 is obvious over GB 753 in combination with US 346. As observed above under 125, the skilled person would not be motivated to modify the construction of GB 753 to implement retractability of the articulated boom section within an adjacent section. But even if the skilled person would contemplate such a modification and would combine the construction of GB 753 with US 346, he would not arrive at the claimed invention for the following reasons.

Disclosure of US 346

129. US 346 has been considered in the examination procedure regarding the patent-in-suit and has been included in the description in paragraph [0006]. It relates to extendable conveyors for loading products into or unloading products from a truck trailer or the like. It describes the loading and unloading of packages from truck trailers as a physically challenging task, mentioning heavy weight of packages, cramped working areas and repetitive lifting, leading to injuries. It is stated that extendable conveyors provide various benefits, such as reducing the amount of walking and the avoidance of carrying over great distances (c. 1, l. 16 – 40).
130. Described is that prior extendable conveyors have not been without disadvantages. It is further mentioned that longitudinal extendibility does not take into account the lateral width of the trailer. Some prior extendable conveyors can be moved from side-to-side, but this requires the entire length of the conveyor to be moved laterally, which is complicated and requires costly systems. Other examples include load-out conveyors having an independently pivotable discharged conveyor, supported on a wheeled vehicle, that adds undesired bulk to the working area and necessitates the truck trailer floor to be substantially flush with the floor of the loading dock (c. 1, l. 41 – 54).
131. As another difficulty with prior art extendable conveyors having pivotably mounted user interface sections, the inability of the user interface section to be fully retractable in the base unit is described. This lack of full retractability requires additional space at the loading dock which interferes with efficient operation (c. 1, l. 55 – 61).
132. To overcome these drawbacks, US 346 states that it would be highly desirable to provide an extendable conveyor which overcomes the disadvantages discussed above and others, and which has an improved ergonomic design that reduces the potential for worker injuries, and increases efficiency and productivity (c. 1, l. 62 – 67).
133. Against this background, US 346 inter alia proposes an extendable conveyor for conveying articles between a particular location and a selectable variable location including a mechanically extendable section supported in a cantilever fashion by a support structure. The mechanically extendable section is extendable along a longitudinal axis between a fully extended position extending forwardly from the support structure and a fully retracted position extending in an opposite direction. A horizontally adjustable user interface section is supported on said mechanically extendable section in a cantilever fashion (c. 2, l. 5 – 15).
134. According to an aspect of the invention of US 346, an extendable conveyor section is supported in a cantilevered manner and includes at least one extendable conveyor unit that is extendable and retractable between an extended position and a retracted position nested within the extendable conveyor section. A user interface section is supported in a cantilevered manner from the extendable conveyor unit. The user interface section is vertically adjustable about a substantially horizontal axis and horizontally adjustable about a substantially vertical axis relative to the extendable conveyor section. A first portion of a conveying surface is defined on the extendable conveyor section and a second portion of the conveying surface is defined on the user interface section (c. 2, l. 21 – 34).
135. Figures 1 – 20 illustrate a main embodiment of the invention of US 346. Figure 1 depicts a (top) plan view of the conveyor fully extended into a truck trailer. Figure 2A is a side elevational view of the conveyor tilted upwards as a whole by means of vertical actuator 27. Figure 2B depicts the conveyor with adjustable boom 32 tilted downwards. An endless belt 28 runs

longitudinally along the length of extendable conveyor units 24a-d.

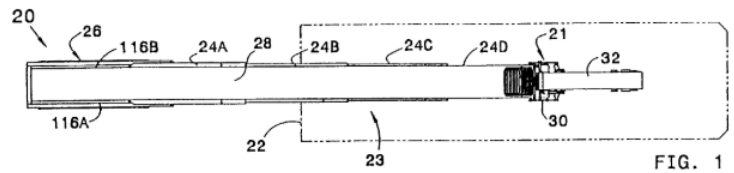


FIG. 1

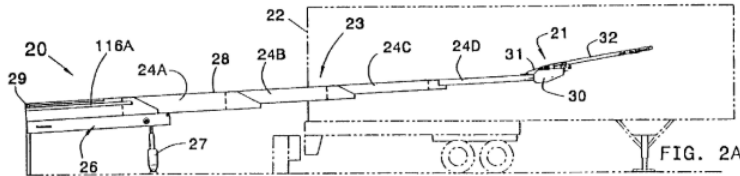


FIG. 2A

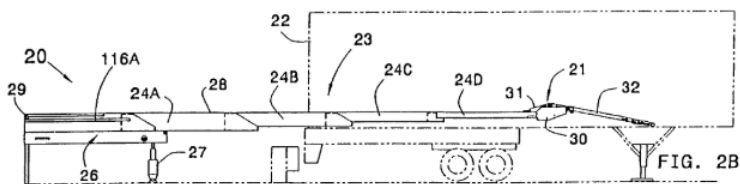


FIG. 2B

136. Extendable conveyor units 24a-d are movable with respect to each other in a telescopic fashion between a fully extended position (depicted in Figs. 1-2) and a fully retracted position (depicted in Fig. 13) (c. 5, l. 31 – 35):

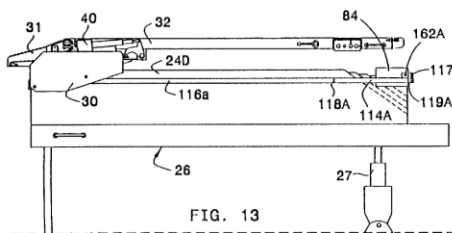


FIG. 13

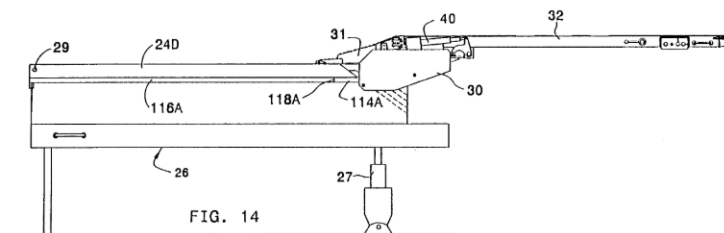


FIG. 14

137. The progressively narrower widths of extendable conveyor units 24a-d allow extendable conveyor units 24a-d to be fully retracted essentially within and on top of each other (c. 5, l. 40 – 43). A conveying surface, such as a single endless belt 28 runs longitudinally along the length of the extendable conveyor units 24a-d (c. 5, l. 57 – 59).
138. User interface section 21 includes an adjustable boom 32 which is pivotally mounted to, and supported by, a carriage assembly 30. Carriage assembly 30 is supported in a cantilever fashion on the furthestmost extendable conveyor unit 24d. A roller assembly 31 extends rearwardly from carriage assembly 30 in order to provide a surface interface between boom 32 and extendable conveyor unit 24d (Figs. 3-4) (c. 6, l. 12 – 18).
139. Boom 32 includes an endless belt 34 reeved around a set of rollers defining a conveying surface 41 (c. 6, l. 29 - 30). Figure 20A depicts a (top) plan view of the user interface section illustrating the horizontal pivoting of the boom.

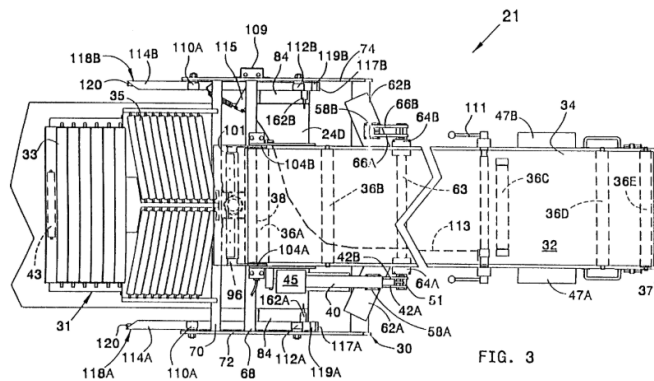


FIG. 3

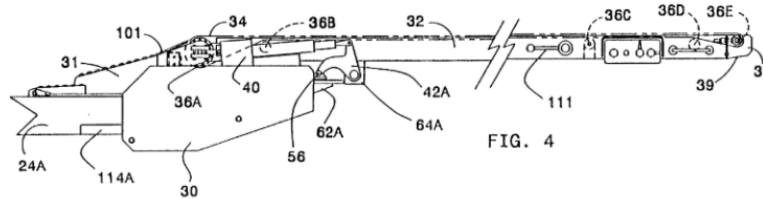


FIG. 4

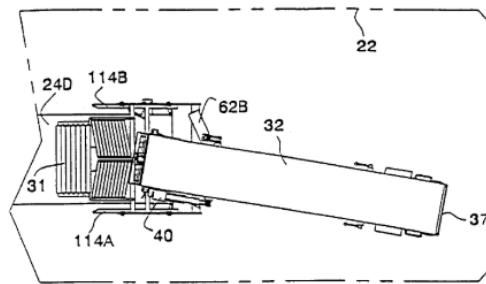


FIG. 20A

140. Figures 21-26 depict an extendable conveyor with an alternate embodiment of the user interface section. A plurality of extendable units 223, such as 224a-c, are substantially similar to those described above. In this embodiment, user interface section 221 comprises a support section 230 and a boom section 232. Support section 230 is insertable within a forward end of extendable unit 224c. Figure 23 shows boom section 232 pivoted upwardly approximately 90° (c. 11, l. 18 – 40).
141. Extendable units 223 define a conveying surface 228, which may comprise a conveyor belt, a plurality of rollers or the like, while boom section 232 defines a second conveying surface 241, which may also comprise a conveyor belt, rollers or the like. A sliding transition plate 251 is preferably provided at the forward end of forward extendable unit 224c to bridge the gap between conveying surfaces 228 and 241 and provide a smooth transition for packages to travel from one conveying surface to the next (c. 11, l. 45 – 53).

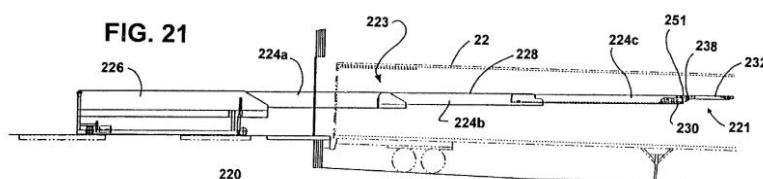
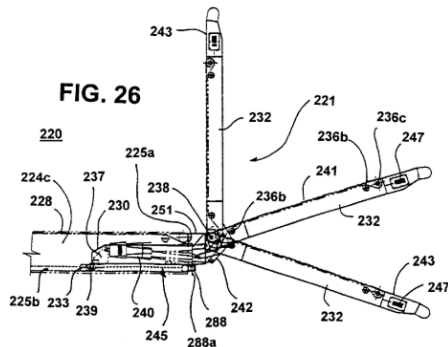
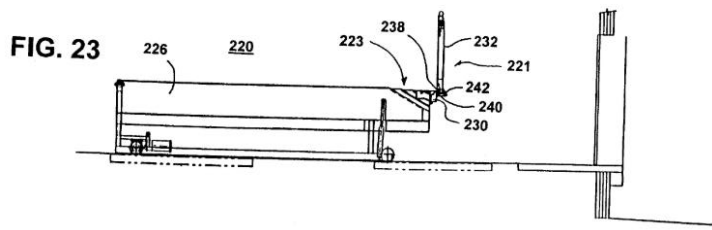


FIG. 21



Feature 1.7 in US 346

142. Defendants assert that US 346 discloses all features of claim 1 of the patent-in-suit, except for feature 1.5. Honeywell contests that feature 1.7 is disclosed. For this feature, Defendants refer to the following passage in column 3, lines 9 – 15 of US 346 (underlining added):

A user interface section is adjustably positionable between a fully nested position within the base unit and a fully extended position extending forwardly from the furthestmost extendable one of the extendable conveyor units. The adjustable positionability of the user interface section allow the extendable conveyor to be retracted into a more compact space, thus freeing up space at the loading dock.

143. However, as follows from the claim chart in paragraph 8.4 of the Statement of Defence, Defendants equal the user interface section (21) of US 346 to the outer conveyor unit (10) of claim 1 of the patent-in-suit. The (adjustable) boom (32) is equalled to the pivotable conveyor section (12). Furthermore, a position fully nested within the *base unit* is not equal to a position nested within an *adjacent conveyor unit*, as is required for feature 1.7. In the description of the same aspect of the invention of US 364 that Defendants rely on, it is stated that the extendable conveyor includes a base unit and one or more extendable conveyor units (c. 3, l. 1 – 5). Consequently, without any further explanation - that Defendants did not provide - the disclosure in column 3, lines 9 – 15 of US 346, of a position of the user interface section nested within the base unit, does not directly and unambiguously disclose a position in which the pivotable conveyor section is nested within an adjacent conveyor unit as required by feature 1.7.
144. Moreover, the skilled person would understand the passage in column 3, lines 9 -15 of the Summary of the invention in US 346 in conjunction with the drawings and detailed description of the embodiments. Here, the skilled person would recognize that in the main embodiment of US 346, carriage assembly 30, on which adjustable boom 32 is mounted, can be retracted fully rearward on the base unit, see e.g. column 6, lines 22 – 23 (underlining added):

Rear set of rollers 33 are slidable underneath forward set of rollers 35 when carriage assembly 30 is retracted fully rearward on base unit 26.

145. According to column 5, l. 31 - 35 of US 346, this leads to a *fully retracted* position within base unit 26, depicted in Figure 13 (underlining added):

Extendable conveyor units 24a-d are movable with respect to each other in a telescoping fashion between a fully extended position (depicted in FIGS. 1-2) and a fully retracted position within base unit 26 (depicted in FIG. 13).

146. In Figure 13 (see above under 136), the skilled person would recognize that carriage assembly 30 is moved rearward, placing adjustable boom 32 *above* base unit 26 and extendable conveyor unit 24D. This figure is described in column 4 as follows (underlining added):

FIG. 13 is a side elevational view of the extendable conveyor illustrating the user interface section fully retracted in the base unit;

147. From this, the skilled person would understand that in the main embodiment, “fully retracted (with)in the base unit” means a position of the user interface section *on or above* the base unit. At least, there is no direct and unambiguous disclosure that fully retracted also refers to a different design in which the interface section is nested within the base unit in the sense of feature 1.7, let alone nested within the adjacent conveyor unit.
148. With regard to the alternate embodiment of US 346, in which boom section 232 is supported by support section 230, a storage position is described in column 11, lines 36 – 40 (underlining added):

As shown in FIG. 23, boom section 232 may be pivoted upwardly approximately 90° from horizontal to a storage position when the extendable units 223 are fully retracted into base 226.

149. In column 14, lines 13 – 18, the skilled person reads (underlining added):

By allowing the boom section to raise to a generally vertical position, the conveyor may be fully retracted to a storage position (FIG. 23) and the boom section may be raised upwardly to minimize interference with the floor space of the loading or unloading dock or warehouse when the conveyor is not in use.

150. Figure 23 is described in column 5 as (underling added) as follows:

FIG. 23 is a side elevation of the extendable conveyor of FIG. 21 in its fully retracted position;

151. The skilled person would recognize from Figure 23 (see above under 142) that in this fully retracted position, the boom section 232 is raised 90° and is not withdrawn within and taken up by the adjacent conveyor unit, as is required for feature 1.7. Insofar Defendants refer to Figures 21 and 25, this cannot succeed, since these figures depict the conveyor in an extended position (see col. 4, l. 65 - 67 and col. 5, l. 7-8).
152. Defendants also rely on the description in column 14, lines 24 -32 of US 346, for feature 1.7. This passage, forming part of the description of the alternate embodiment of Figures 21 – 26, reads (underling added):

Because the support section and actuator of the user interface section 221 are positioned entirely within an outer or forward extendable conveyor unit, the user interface section takes up a minimal amount of space outside of the extendable conveyor and does not extend down from a lower surface of the extendable conveyor unit. This allows the extendable conveyor to be fully retracted into its nested position at the base unit 226.

153. The first sentence of this passage concerns the support section (230) and actuator (240) of

the user interface section (221). Apart from these parts, the user interface section also comprises the boom section 232. The support section and actuator therefore cannot be equalled to the pivotable boom section. These parts can be seen in Figures 21 - 26 (see above under 142), that also depicts the pivotable boom section 232 outside extendable unit 224c. The (permanent) position of the support section 230 and actuator 240 within extendable unit 224c does not imply any retractability (wholly or partly) of the pivotable boom section 232 within the adjacent conveyor unit 224c. This also applies to the passages on the support section in column 12 of US 346 that Defendants refer to.

154. The second sentence of the passage in column 14 is furthermore directed at the nested position of the extendable conveyor as a whole, and not at the boom section 232. It therefore cannot form a disclosure of a position of this boom section nested within an adjacent conveyor unit as required by feature 1.7.
155. It follows from the foregoing that the skilled person, in the context of the disclosure of US 346 as a whole, would not derive directly and unambiguously from the passage in column 3, lines 9 – 15 of the general part of the description, a pivotable conveyor section nested within an adjacent conveyor unit, as required by feature 1.7 as constructed above.
156. Conversely, he would understand the “fully nested” position mentioned in this passage as being the “fully retracted” position as described in the further description and depicted in figures 13 and 23, in which the user interface section/adjustable boom is either retracted above the base unit or pivoted upwardly 90°.
157. Consequently, even if the skilled person would combine US 753 with US 364, he would not arrive at the claimed invention.

Inventive step in the present case

158. Even if feature 1.7 would be considered disclosed in US 346, it is acknowledged by Defendants that US 346 does not disclose feature 1.5. In US 346, separate conveyor belts/surfaces are provided for the extendable conveyor unit(s) and for the boom (see above under 134 and 141). The skilled person would recognize this arrangement as being related to the specific construction of the adjustable boom section in US 346, providing the capability of pivoting in both horizontal and vertical direction. The skilled person would not modify the construction of the articulated boom section of GB 753 in the direction of that of US 346, already because such a construction would not allow a conveyor belt with a continuous conveying surface. In particular in view of the purpose of GB 753 - the transport of solid or semi-solid material such as concrete - this would prevent the skilled person from implementing the construction of the adjustable boom section of US 346 in GB 753.
159. It follows from the above that claim 1 is considered inventive over the combination of GB 753 and US 346.

Inventive step over US 346 in combination with GB 753

160. US 346 can be considered a realistic starting point for the assessment of inventive step. It relates to a similar underlying problem as that of the patent-in-suit and already discloses several features similar to those relevant to the invention as claimed.

Inventive step in the present case

161. As has been considered above, both US 346 and GB 753 do not disclose feature 1.7. Therefore, the skilled person, even if he would be directed to combine the teaching of US 346 with that of US GB 753, would not arrive at the claimed invention.
162. Even if US 346 would be considered to disclose feature 1.7, this document does not disclose feature 1.5, requiring a conveyor providing a conveyor surface that extends continuously along the upper surface of the conveyor units, including at least part of the pivotable conveyor section. Instead, US 346 provides for separate conveyor belts/surfaces for the extendable conveyor unit(s) and for the boom. Additionally, a roller assembly 31, to provide a surface interface between the boom and the extendable conveyor unit (c. 6, l. 16 – 18) or a sliding transition plate 251 to bridge the gap between the conveying surfaces and provide a smooth transition for packages (c. 11, l. 49 – 53), are provided.
163. No pointer or motivation would direct the skilled person to modify US 346 in the direction of a conveyor belt with a continuous conveyor surface. Firstly, US 346 already provides solutions to arrange for packages travelling smoothly from one conveyor surface to the other. Secondly, as has correctly been pointed out by Honeywell, modifying US 346 in the direction of GB 753 having a continuous conveyor belt, would require eliminating the dual axis pivotability of the user interface section. As this is a key feature of US 346 and would require a fundamental redesign, the skilled person would not take this step.

Inventive step over US 346 in combination with GB 076.

Disclosure of GB 076

164. GB 076 relates to improvements in conveyors, in particular a conveyor for use in the loading and unloading of freight containers. Described is that hitherto, conveyors for loading or unloading freight containers have included types comprising a movable conveyor belt supported by an extendable bed. A disadvantage of the extendable type of conveyor is that the length of it is such that it tends to bend or sag under heavy loads. As an object of the invention it is therefore described to provide an improved conveyor in which this disadvantage is mitigated (p. 1, l. 3 - 19).
165. As a solution, GB 076 provides a conveyor comprising inter alia an elongate bed, a conveying surface movable along the bed, first support means adjacent an end of the bed and second support means (in the form of wheels) intermediate the first support means and the other end of the bed to inhibit sagging of the bed, the position of the second support means relative to the bed being adjustable by means movable longitudinally of the bed (p. 1, l.20 – 29).
166. The bed preferably comprises two sections which are pivotally interconnected so that the two sections can be pivoted relative to each other in the vertical plane (p. 1, l. 41 – 44).
167. Figures 1 and 2 of GB 076 depict the conveyor in a side and a (top) plan view:

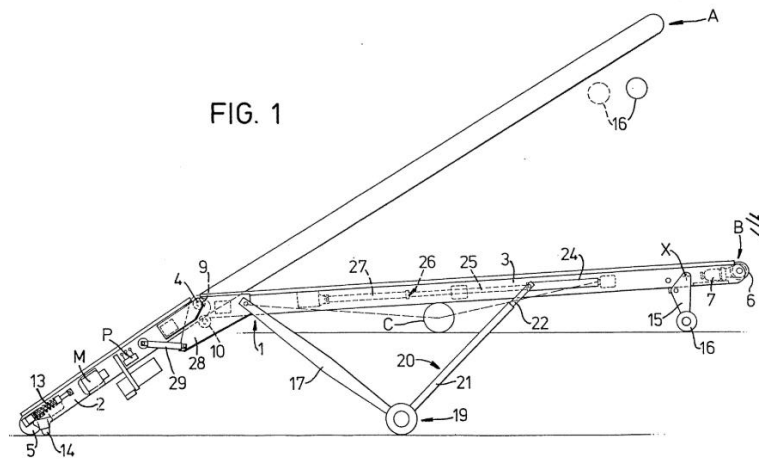
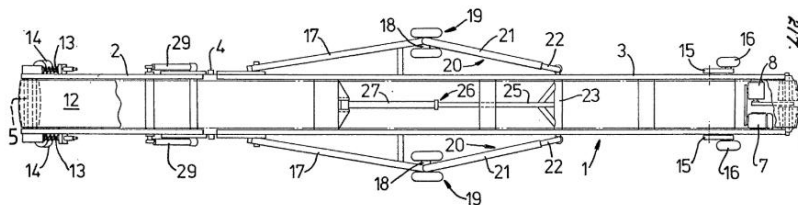


FIG. 2



168. The conveyor of Figures 1 and 2 consists of a bed 1 comprising two bed sections 2, 3 interconnected at a pivot 4. The free end of the bed section 2 supports a freely rotatable roller 5, and the free end of the bed section 3 supports two roller halves 6 which are drivable by a motor 7 through a gearbox 8 (p. 1, 81 – 87).
169. Two adjacent rollers 9, 10 are mounted on the bed section 3 adjacent the pivot 4. An endless conveyor belt 12 passes around the rollers 5, 6, the upper run of the belt passing over the roller 9 and the lower run passing over the roller 10. Tension is applied to the belt by means of compression springs 13 which urge the roller 9 towards the free end of the bed section 2 (p. 1, l. 91 – 99).
170. GB 079 does not mention any telescopic functioning of the bed sections, nor does it mention any nestability within an adjacent section.

Inventive step in the present case

171. As has been explained above under 163, there is no motivation or pointer for the skilled person to modify US 346. Furthermore, even if he would consult GB 076, he would immediately recognize that the conveyor of GB 076 does not have telescopic capability and moreover, that the bed sections are only pivotable vertically and not horizontally. As has been concluded with regard to the combination with GB 753, the skilled person would not eliminate the horizontal movability of US 346. Equally, in the light of the object of US 364, he would not abandon the telescopic capability of the conveyor sections. In any case, combining US 346 with GB 076 would require a fundamental redesign and the skilled person would not take that step. This applies regardless of whether feature 1.7 is to be considered disclosed in US 346.

Dependent claims

172. Since independent claim 1 is to be considered novel and inventive, claims 2-11 depending thereon are also to be considered novel and inventive.

IMPLEMENTATION OF CLAIMS 1 TO 11 BY THE ATTACKED EMBODIMENT

173. As is not in dispute between the parties, the Bendy Boom realises all features of claims 1 to 11.

INFRINGING ACTS BY THE DEFENDANTS

Licence

174. Pursuant to Art. 25 UPCA, a patent shall confer on its proprietor the right to prevent any third party not having the proprietor's consent from committing the acts described in a), b) and c) of that article. A licence can constitute such a consent.
175. In the Statement of Claim, Honeywell has stated that the 2022 Licence Agreement was terminated by notice of 13 March 2024, on account of default of Defendants (see above under 6) regarding the (timely) provision of a sales report for the years 2022 and 2023 and the payment of (only 1% of) the running royalties for the years 2022 and 2023. Honeywell has furthermore addressed Defendants' (Solvest VII's) position that Honeywell International did not take sufficient action against third parties who, according to Defendants, were infringing Honeywell's IP rights, and that therefore an implicit licence to those parties was granted, resulting in a running royalty of only 1%. Honeywell has refuted that Honeywell International had executed a licence with third parties. In this context, Honeywell has stated that under the 2022 Licence Agreement, Honeywell International explicitly did not have the obligation to enforce the licenced patents or to provide a warranty that the licenced patents were free of infringement. Finally, Honeywell has stated that the aforementioned argument would not exempt Defendants from the reporting obligations.
176. In the light of Art. 25 UPCA and the statements by Honeywell, it was incumbent on Defendants to substantiate and prove facts supporting that it (still) had the proprietor's consent regarding the patent-in-suit and, with regard to the termination of the 2022 License Agreement, that Honeywell International has breached their contractual obligations in a way that excludes their termination rights on the grounds that Defendants' side failed to provide proper licence reports in due time and paid the royalties in full within the grace period of 60 days from the notification of termination. In this context, Defendants would also have to substantiate that the royalty rates were rightfully reduced.
177. In the Statement of Defence, Defendants have stated that they do not infringe the patent, because they are entitled to the use of the patent-in-suit under the 2022 Licence Agreement or the 2024 Licence Agreement. They have furthermore stated that is also of relevance that in the Dutch proceedings, they have lodged a statement of defence also containing counter-claims seeking inter alia a declaratory judgement that the termination of the 2022 Licence Agreement is invalid and that a 2024 Licence Agreement has been agreed.
178. Defendants have further argued that the defendants in the Dutch proceedings invoke that Honeywell fails to enforce the patent-in-suit against competitors as a justification for paying a reduced royalty. They state that the essence and core of the Dutch proceedings is that Honeywell has severely violated its obligations under the licence, by inter alia not enforcing

the patent against competitors and even providing them with technical information and that Honeywell consequently could not lawfully terminate the licence and invoke the patent against Defendants.

179. In footnotes, Defendants mention and refer to Exhibit DE02 and DE03, containing the Statement of Defence (*Conclusie van Antwoord*) in the Dutch proceedings and a machine translation thereof. The exhibits relied on in that Statement of Defence, have not been submitted in the current proceedings. Even after Honeywell had objected to this, Defendants have also in their further written submissions only referred to the Dutch proceedings and to submitted written submissions from those proceedings, without exhibits.
180. With regard to the defence based on the 2024 Licence Agreement, Honeywell has submitted in the Reply that the letter that Defendants rely on for this agreement in the Dutch proceedings, repeatedly stated that it concerned a proposal without prejudice. Therefore, there can be no question of an agreement, let alone a perpetual licence, according to Honeywell. Honeywell has further contested that any technical information was provided to competitors. Defendants have not responded to this.
181. With regard to the non-enforcement argument, Honeywell has furthermore submitted during the oral hearing that this concerned Turkish companies and sales in Austria, while the patent is not valid in these countries. Defendants have also not responded to this.
182. By merely stating that they are entitled to a licence and furthermore referring to the Dutch proceedings and submitting written statements from those proceedings - without the accompanying exhibits and without responding to arguments advanced by Honeywell in the present proceedings - Defendants have not sufficiently substantiated in the current proceedings that they have the consent of the patent proprietor. As also follows from R. 24 (e), (f), (g) RoP, it is upon a defendant to bring forward the facts, evidence and reasons why the action shall fail in the Statement of Defence. This inter alia ensures that for the other party, it is clear what arguments are brought forward and where it has to respond to. A mere referral to written submissions in other proceedings does not amount to a sufficiently substantiated defence in the current proceeding. This applies all the more in the present situation, since the Dutch proceedings concern many other factual and legal issues.
183. Defendants have put forward that it would be too costly to develop the licence arguments in full also in the current proceedings. However, this prevents the Court from obtaining a clear picture of the relevant facts and arguments, also because of the omission of exhibits and information on the applicable foreign law. The consequences of this must be borne by Defendants.
184. Already for the reasons stated above, the defence based on the licence must be dismissed.

Infringement by Defendants 1 to 7

185. As is not in dispute between the parties, VeyorEx has been offering the Bendy Boom through, at least, the Sovex website, the VeyorEx website and the Sovex brochure. Defendants have not contested that this offering is still ongoing. As has been observed in the orders regarding the preliminary objection, both the websites and the brochure are directed at the UPC CMS where the patent is valid. VeyorEx therefore infringes the patent-in-suit in those UPC CMS.
186. Defendants have contested that the brochure and the websites are also issued on behalf of the other Defendants. In the Sovex brochure and on the VeyorEx website, "Solvest", "Solvest

group” and “Solvest Industries group of companies” are mentioned. Other than Honeywell asserts, these broad terms cannot be considered to cover all Defendants. This applies even more since it is stated that “Solvest Industries group of companies” consists of Jumbo Groenewegen, BME and Hemtech. Other than these three companies, Solvest Participatie V, VI and VII, are not explicitly mentioned. This is also the case for Solvink and Kleine Beuk, that furthermore do not carry the name “Solvest”. It follows that it cannot be assumed that the Sovex brochure and the VeyorEx website are issued on behalf of all Defendants.

187. On the Sovex website, no (other) companies than Sovex/VeyorEx are named. It must therefore be assumed that this website is solely on behalf of VeyorEx. The mere fact that the address mentioned under “Office Europe Mainland” on the websites is not only the address of VeyorEx, but also of Solvest V, VI and VII, does not support the conclusion that also these Defendants are responsible for the website. This also applies to the similar contact information on the VeyorEx website.
188. Hemtech however is explicitly named - as part of the “Solvest Industries group of companies” - in the Sovex brochure and on the VeyorEx website as the manufacturing facility of – inter alia – the Bendy Boom offered in that brochure and on that website. Since this brochure and website are directed at the UPC CMS where the patent is valid, it can be concluded that Hemtech is, together with inter alia VeyorEx, offering the Bendy Boom in these UPC CMS. Moreover, in the light of its cooperation with the party that is responsible for the offering and sales of the Bendy Boom in the UPC CMS where the patent is valid, Hemtech, as the foreseen manufacturer of the offered product that would be intended for and shipped to the European market, is actively involved in the (threatened) placement on the market of the Bendy Boom (UPC_CoA_899/2025, decision of 30 March 2026, mn. 4, 5, 25 -33, 210, 211, Sinocare v. Abbot, UPC_CFI_351/2024, UPC_CFI_595/2024 (LD Düsseldorf), decision of 11 February 2026, mn. 173 - 174, Canon v. Katun). This applies irrespective of whether Hemtech itself or a third party would carry out the actual transport of the goods.
189. An “infringer” within the meaning of Art. 63 UPCA in conjunction with Art. 25 UPCA is also a person who does not personally carry out the acts referred to in Art. 25 UPCA but to whom the acts of a third party are attributable because they are an instigator, co-perpetrator or accessory. Who qualifies as an instigator, co-perpetrator or accessory in this sense is determined on the basis of an autonomous interpretation of Art. 63 UPCA and Art. 25 UPCA. The mere position of managing director does not make the managing director a co-perpetrator or accessory to a patent infringement by the company. The managing director can only be held liable if the contested action of the managing director goes beyond the typical professional duties of a managing director. This applies in particular in cases where the managing director deliberately uses the company to commit patent infringements. However, this also applies when the managing director knows that the company is committing a patent infringement and – although it is possible and reasonable for him/her to do so – fails to take action to stop the infringement. Knowledge of a patent infringement does not merely require that the managing director is aware of the circumstances from which a patent infringement arises. Rather, as with any accessory, awareness of the unlawfulness of the act of use is additionally required. If the managing director seeks legal advice on the question of a patent infringement, he/she may generally rely on that advice until a first-instance decision has been issued establishing that his company has committed a patent infringement (UPC_CoA_534/2024, decision of 3 October 2025, headnotes 3-5, Belkin v. Philips).
190. With regard to Solvest V, Honeywell has stated that it has entered into the 2019 Supply Agreement and that it seems *likely* that it still directs, facilitates and embodies the infringing

acts by the other Defendants. However, this agreement has been terminated in 2022. In the absence of any stated infringing acts of its own, any corporate relation to any other Defendant, let alone any alleged acts going beyond its typical professional duties, Solvest V cannot be considered an infringer within the meaning of Art. 63 UPCA in conjunction with Art. 25 UPCA.

191. Honeywell has stated that Solvest VI is the sole shareholder of Hemtech and that it is therefore directly responsible for the infringing acts committed by that company. What has been ruled by the Court of Appeal with regard to a managing director, applies even more to a shareholder. Since Honeywell has not alleged any specific acts committed by Solvest VI going beyond its typical professional duties, Solvest VI cannot be considered an infringer as well.
192. Solvest VII is the sole shareholder of VeyorEx, that was established shortly after Solvest VII entered into the 2022 License Agreement with Honeywell International. Solvest VII made the licence regarding the patent-in-suit available to affiliates, such as VeyorEx. After the termination of the 2022 Licence Agreement, Solvest VII must have been aware of the infringing acts committed by at least VeyorEx as well as of the unlawfulness of this continued offering of the Bendy Boom. By failing to instruct VeyorEx to stop the infringing acts, although this was possible and reasonable for Solvest VII as the former licensee, these acts can be attributed to Solvest VII. Solvest VII is therefore also an infringer within the meaning of Art. 63 and 25 UPCA.
193. With regard to Solvink and Kleine Beuk, Honeywell has stated that they, in their capacity of statutory directors of VeyorEx, Solvest V, Solvest VI and Solvest VII, direct, facilitate or embody the infringing acts committed by those entities and that they play a central and leading role in the commercial exploitation of the Bendy Boom in the UPC CMS where the patent is valid. It has further stated that none of these companies have any employees or natural persons as a director according to the company register and that only Solvink and Kleine Beuk have a natural person as a director, who therefore must manage or carry out the actions of the other entities. In the light of this, the mere remark of Defendants that the company register is not decisive, is not sufficient.
194. It can be assumed that the most important, if not the only, activity of VeyorEx, was carrying out activities following from the 2022 License Agreement with Honeywell International. Indeed, VeyorEx was established shortly after the conclusion of this agreement and carried the licenced Sovex Trademark in its company name. Furthermore, Solvest VII was the party that entered into the 2022 Licence Agreement. Being the statutory directors of both VeyorEx and Solvest VII, Solvink and Kleine Beuk must have been aware of the continuation of the acts with regard to the Bendy Boom protected by the patent and of the infringing and unlawful character of these acts following the termination of the Licence Agreement. As statutory directors, it was possible and would have been reasonable for Solvink and Kleine Beuk to stop the infringing acts. By failing to do so, these acts can be attributed to them even if the prerequisites developed by the Court of Appeal UPC_CoA_534/2024, decision of 3 October 2025 - Belkin v. Philips should – different from the case decided by the Court of Appeal – not only be applicable to natural persons acting in their capacity as directors but also to statutory directors. This question can therefore be left open in the case at hand.
195. Since Kleine Beuk has been statutory director of VeyorEx and Solvest VII until 27 January 2025, it cannot be held liable for infringing activities after this date or obliged to communicate information regarding such activities. However, in view of its previous behaviour in the past as described above, there is still a risk of further infringement. An injunction is therefore

still appropriate.

196. Solvest VII, Solvink and Kleine Beuk cannot rely on the legal opinion of its representative regarding the validity of the patent-in-suit. Apart from the fact that this opinion sees to a patent that they themselves have taken a licence for, it also dates from almost a year after the termination of the 2022 Licence Agreement. Therefore, as correctly pointed out by Honeywell, this opinion cannot have formed the basis for the decision not to give an instruction to cease the (infringing) activities with regard to the Bendy Boom.
197. Concerning any legal advice regarding the validity of the termination of the 2022 Licence Agreement or the concluding of the 2024 Licence Agreement, Honeywell has disputed that such an advice has been given. In the absence of any further information and without the submission of the advice itself, this cannot form a bar to attribution of the infringing acts to Solvest VII, Solvink and Kleine Beuk.

STAY OF PROCEEDINGS UNDER R. 295 (M) RoP

198. Following the abovementioned order of 6 May 2026, whereby requests of Defendants to decline jurisdiction, stay and/or decline jurisdiction for consolidation purposes pursuant to Art. 29 and 30 of Brussels I bis have been dismissed by the judge-rapporteur, Defendants filed a request for panel review pursuant to R. 333 RoP. They submit that (also) a request for stay of the proceedings pursuant to R. 295 (m) RoP was made in the Statement of Defence and that the proceedings should be stayed on this basis. The Court will leave open the question whether such a request can be considered to have been made in the Statement of Defence and whether this could provide a valid basis for the R. 333 review request. R. 295 (m) RoP does not require a request by one of the parties and does contain any limitations regarding the stage of the proceedings.
199. As requested by Defendants, the decision on the request was postponed to the decision on the merits.
200. The Defendants inter alia submit the following. The principles of fair trial and proper administration of justice require a stay of the current proceedings. Honeywell has chosen to make the license issue subject matter of the Dutch proceedings and simultaneously file a patent infringement at the UPC instead of combining them before the national court. The cases are clearly related because there can be no infringement under Art. 25 UPCA if Defendants have the proprietor's consent through a licence. Proper administration of justice requires that it is first established in the Dutch proceedings whether Defendants enjoy the benefits of a licence, before the UPC can rule on infringement. This also avoids irreconcilable judgements if it is held in the Dutch proceedings that there is a valid licence, according to Defendants.
201. Pursuant to R. 295 (m) RoP, the Court may stay the proceedings in any case where the proper administration of justice so requires.
202. One of the Court's aims is to provide expeditious and high-quality decisions, striking a fair balance between the interests of right holders and other parties and taking into account the need for proportionality and flexibility (preamble to the UPCA, paragraph 6, points 2-6 of the preamble to the RoP).
203. Although an oral hearing in the Dutch proceedings has taken place on 24 June 2026, it can reasonably be expected that following a first instance decision, one of the parties will appeal. Therefore, a final decision in the national proceedings cannot be expected soon. In the

specific circumstances of this case, taking into account the advanced stage of the proceedings, wherein the oral hearing has already taken place and given that the licence defence giving rise to the request for a stay must be dismissed in the current proceedings due to lack of substantiation, the interest in expeditious, efficient and predictable proceedings outbalance the interests of Defendants in awaiting the outcome of the Dutch proceedings. The proceedings will therefore not be stayed.

LEGAL CONSEQUENCES

204. The established infringing acts predominantly justify Honeywell's requests.
205. In particular, the patent infringement (Art. 25 (a) and (c) UPCA) justifies the injunctive relief (Art. 63 (1) UPCA), the order to communicate information (Art. 67 (1) UPCA and Art. 68 (3) (a) (b) UPCA in conjunction with R. 191 sentence 1 alternative 2 RoP (cf. LD Mannheim, decision of 11 March 2025, UPC_CFI_159/2024 (LD Mannheim), Hurom vs. NUC Europe, paras. 103, 121) as well as the declaration on damages (Art. 68 (1) UPCA).
206. With regard to the territorial scope, the orders are limited to the UPC CMS where the patent is valid, being Germany, Denmark, France, The Netherlands, Latvia and Italy.
207. The orders will be directed at VeyorEx, Solvest VII, Solvink, Kleine Beuk and Hemtech.

Injunctive relief

208. The given risk of further infringement, based on previous infringing acts, justifies an injunction. Alternative request II will be granted since this request, other than request I, is sufficiently based on claim 1 and specifies infringing acts.

Request for information

209. Defendants submit that the request to communicate information is without merit, since they have indicated that there have been no sales or deliveries of Bendy Booms in the UPC CMS where the patent is valid. The distribution channels are known to Honeywell, being that VeyorEx is offering Bendy Booms in those CMS and sources them from Hemtech in Bosnia and Herzegovina. Furthermore, Honeywell is aware of the requested information because of the audit that it is conducting on the basis of the 2022 Licence Agreement. Therefore, Honeywell already has the requested information and does not have a reasonable interest in a court order reinforced by a penalty, according to Defendants.
210. Honeywell argues that it continues to have an interest in the request for information. The offering of Bendy Booms is ongoing via a new website and the sales office remains in the Netherlands. At the time the request would be granted, it is entirely possible that Bendy Booms have been sold in the UPC CMS where the patent is valid.
211. Given the established infringement, Honeywell is entitled to an order for providing the requested information on the legal basis stated above. (Parts of) information possibly already known to Honeywell through other sources, leaving aside the reliability thereof, cannot replace a recent, comprehensive oversight of information pursuant to Art. 67 UPCA, reinforced by a penalty.
212. The information to be communicated concerns the time period starting from the effective date of the termination of the 2022 Licence Agreement, being 13 May 2024 (60 days after

the notice of termination of 13 March 2024). For Kleine Beuk, the time period ends at 27 January 2025. The information to be provided is limited to the UPC CMS where the patent is valid.

213. The requested accountant's statement verifying the accuracy and completeness of the information provided will not be granted. In the specific circumstances of this case, in particular the former licence relationship, the nature of the products concerned and the costs of such a statement, an accountant's statement is not considered to be proportionate. Defendants however must substantiate their statement with appropriate documentation and the order will be reinforced by a penalty.

Penalties

214. Honeywell requests a penalty for violation of requests I, II, and III of EUR 100,000 per product, or EUR 100,000 per day. It has referred to the selling price of Bendy Booms that ranges between EUR 50,000 and EUR 100,000. Defendants have argued that a penalty is not appropriate, since they are in the bona fide assumption that they acted with the consent of Honeywell and that there is no reason to doubt that they will abide by any court order. Alternatively, a penalty of EUR 10,000 per product or EUR 500 per day would be appropriate, according to Defendants.
215. An order or decision may include a penalty order (R. 354.3 RoP). It follows from R. 354.3 RoP that the penalty amount that may be forfeited shall be set by the Court, considering the importance of the order in question. This amount should be sufficiently deterrent to be coercive, but also within reasonable limits for it to be an appropriate (proportionate) penalty. The penalty order must also specify upon which occurrence a certain penalty sum may be forfeited, e.g. as a lump sum or (preferably) for non-compliance per specified time period, per item, per act, etc. Where appropriate, the penalty order may also set a maximum amount of penalties that may be forfeited per order or overall (UPC_CoA_699/2025, Order of 14 October 2025, mn. 30 – 53, Kodak v. Fujifilm).
216. In view of legal certainty for the defendant, the order or decision on the merits should generally also, where compliance is not required immediately after service of the order or decision, specify the time period for compliance with each order, after which time a penalty shall be forfeited.
217. The court considers a penalty appropriate in the present case. The penalty will be set to EUR 100,000 per product or per day for violation of request I, as this amount is considered to be sufficiently deterrent and appropriate. For violation of request III, regarding the communication of information, a penalty of EUR 5,000 per day is considered sufficient and appropriate.
218. As requested by Honeywell and not opposed by Defendants, the time period for compliance with the request for information will be set on four weeks.

Declaration on damages

219. Awards of damages are set forth under Art. 68 UPCA which, implementing Article 13 of the Directive on the enforcement of intellectual property rights (2004/48/EC), distinguishes between situations in which the infringer knew or had reasonable grounds to know that he or she was engaging in a patent infringing activity (Art. 68(1) to (3) UPCA) and situations where the infringer did not knowingly, or with reasonable grounds to know, engage in the infringing

activity (Art. 68(4) UPCA) (UPC_CoA_8/2025, decision of 9 December 2025, mn. 18, Bhagat v. Oerlikon).

220. Pursuant to Art. 68 (1) UPCA, the Court shall, at the request of the injured party, order the infringer who knowingly, or with reasonable grounds to know, engaged in a patent infringing activity, to pay the injured party damages appropriate to the harm actually suffered by that party as a result of the infringement.
221. Defendants have contested that they knowingly or with reasonable grounds to know engaged in any infringing activity.
222. Against the background of the 2022 Licence Agreement, VeyorEx, Solvest VII, Solvink, Kleine Beuk and Hemtech were aware of the patent-in-suit and after the termination of this agreement, they knew or had reasonable grounds to know that the continuation of the offering of the Bendy Boom in the UPC CMS where the patent is valid would constitute an infringing act. What has been observed above with regard to the legal opinion or advice regarding validity of the patent and licences, applies *mutatis mutandis* with regard to the liability for damages.
223. A declaration on damages will therefore be given. The date from which VeyorEx, Solvest VII, Solvink, Kleine Beuk and Hemtech are liable will be set on 13 May 2024, being 60 days after the notice of termination of 13 March 2024. For Kleine Beuk, the time period for liability ends on 27 January 2025.

Interim award of damages

224. Honeywell requests an interim award of damages of EUR 250,000. It submits that it already claims the preliminary damages of at least the costs it expects to incur for the proceedings on damages and costs and estimates the costs for these proceedings to be at least EUR 75,000.
225. Defendants argue that the amount of EUR 250,000 is unfounded, not substantiated and much higher than any reasonable and proportionate costs under the Table of court fees and Scale of ceilings for recoverable costs. However, they did not specifically contest the amount of EUR 75,000.
226. R. 119 RoP stipulates that the Court may order an interim award of damages to the successful party in the decision on the merits, subject to any conditions that the Court may order. Such award shall at least cover the expected costs of the procedure for the award of damages and compensation on the part of the successful party.
227. An interim award of damages of EUR 75,000 will be awarded, as this amount is not specifically contested by Defendants and appears to be an appropriate estimate of the expected costs of the procedure for the award of damages. For any amount above EUR 75,000, Honeywell did not present sufficient facts that could allow an assessment as to whether and to what extent the request is justified.

Counterclaim for revocation

228. Since none of the Defendants' validity attacks succeeds, the counterclaim for infringement is dismissed.

Value of the dispute

229. Honeywell has estimated the value of the dispute on EUR 1,000,000 in the infringement action and between EUR 1,000,000 and 2,000,000 for the counterclaim for revocation.
230. Defendants have submitted values of up to EUR 250,000, EUR 500,000 and equal to nil.
231. After hearing the parties, the value in dispute for the infringement action and for the counterclaim for revocation will be set at EUR 1,000,000 each.

Costs

232. The decision on allocation of the (recoverable) costs with regard to both the infringement action and the counterclaim for revocation is based on Art. 69 (1), (2) UPCA, R. 118(5) RoP.
233. On 10 July 2026, the parties have informed the Court that they have reached an agreement on the total costs on both sides, namely EUR 175,000 for Honeywell and EUR 115,000 for Defendants, in respect of both the infringement action and the counterclaim for revocation.
234. In the infringement action, Honeywell is to be considered the predominately successful party. With regard to the action against Solvest V and Solvest VI, it is assumed that no sufficiently significant costs have been made that would justify another decision on the costs.
235. With regard to the counterclaim for revocation, Honeywell is considered the successful party.
236. VeyorEx, Solvest VII, Solvink, Kleine Beuk and Hemtech will be ordered to pay to Honeywell the agreed reasonable and proportionate legal costs and other expenses incurred, set at EUR 175,000.

DECISION:

- I. VeyorEx, Solvest VII, Solvink, Kleine Beuk and Hemtech, individually and jointly, are ordered to cease and desist from infringing directly EP 2 563 695 B1 in Germany, Denmark, France, the Netherlands, Latvia and Italy, by making, offering, placing on the market, using, importing or storing for these purposes a telescopic belt conveyor including a base conveyor unit, an outer conveyor unit and optionally one or more intermediate conveyor units, the outer conveyor unit and any intermediate conveyor units being mounted on the base conveyor unit and extendable telescopically therefrom in an extension direction, the outer conveyor unit including a pivotable conveyor section that is mounted for pivoting movement about a substantially horizontal pivot axis, and a conveyor belt supported by the base conveyor unit, the outer conveyor unit and any intermediate conveyor units, the conveyor belt providing a conveyor surface that extends continuously along an upper surface of the base conveyor unit, the outer conveyor unit, at least part of the pivotable conveyor section and any intermediate conveyor units, said pivotable conveyor section having a free end remote from said pivot axis whose height relative to a ground surface may be adjusted by pivoting movement of the pivotable conveyor section; characterised in that the outer conveyor unit is telescopically extendable from a retracted position in which the pivotable conveyor section is nested within an adjacent conveyor unit, in particular with the product marketed as “Sovex Bendy Booms” and/or “Bendy Booms”.

- II. VeyorEx, Solvest VII, Solvink, Kleine Beuk and Hemtech are ordered to provide Honeywell information on:
- the distribution channels of the Bendy Booms;
 - the quantities produced, manufactured, delivered, received or ordered, as well as - the price paid for the Bendy Booms, and
 - the identity of third parties involved in the production or distribution of the Bendy Booms;
- in Germany, Denmark, France, the Netherlands, Latvia and Italy, since 13 May 2024 - and for Kleine Beuk until 27 January 2025 – in the form of a complete and organised list, in electronic format, substantiated with appropriate documentation, within a period of four weeks after service of the notification within the meaning of R. 118.8 sentence 1 RoP and, if applicable, the certified translation.
- III. VeyorEx, Solvest VII, Solvink, Kleine Beuk and Hemtech are ordered to pay, in case of any violation of the orders under I. and II.:
- a penalty of EUR 100,000 for each product concerned, or for each day, part of a day for a whole counted, for violation of the order under I.;
 - a penalty of EUR 5,000 for each day, part of a day for a whole counted, for violation of the order under II.
- IV. It is declared that VeyorEx, Solvest VII, Solvink, Kleine Beuk and Hemtech are liable to compensate Honeywell for all losses it has suffered and will suffer in the future resulting from the acts referred to under I., since 13 May 2024 and for Kleine Beuk until 27 January 2025.
- V. VeyorEx, Solvest VII, Solvink, Kleine Beuk and Hemtech are ordered to pay to Honeywell provisional damages of EUR 75,000.
- VI. In all other respects the Infringement action is dismissed.
- VII. The Counterclaim for revocation is dismissed.
- VIII. VeyorEx, Solvest VII, Solvink, Kleine Beuk and Hemtech have to bear the costs of the litigation.
- IX. The value in dispute for the Infringement action and the Counterclaim of revocation is set at EUR 1,000,000 each.
- X. VeyorEx, Solvest VII, Solvink, Kleine Beuk and Hemtech are ordered to pay to Honeywell the agreed reasonable and proportionate legal costs and other expenses of EUR 175,000.
- XI. The request for stay of the proceedings pursuant to R. 295 (m) RoP is dismissed.

Delivered in Mannheim on 18 September 2026

Tochtermann Presiding judge	
Visser Legally qualified Judge and judge-rapporteur	
Böttcher Legally Qualified Judge	
Checcacci Technically qualified judge	
For the sub-registrar Schick Clerk	

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