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Munich local division
UPC_CFI_770/2025
UPC_CFI_1969/2025

Decision

of the Court of First Instance of the Unified Patent Court,
Munich local division
issued on 11 November 2026

HEADNOTES:

1. Any person who knowingly participates in the division of labour involved in implementing a joint distribution scheme covering several nation states as sales territories is not merely responsible for the actions they themselves carry out on the basis of organisational allocation; rather, the planned contributions of the other participants bring the joint scheme to fruition and are attributable to them. The internal division of labour therefore does not limit external liability. Rather, the scope of attribution is determined by the specific cooperation based on the joint plan of action.

2. By virtue of their joint participation, each defendant (as a so-called joint and several debtor) is, in principle, obliged to compensate, in their external legal relationship, for the total damage caused by all participants, whereby the Claimant may only claim compensation for the damage once (so-called joint and several liability).

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CLAIMANT AND COUNTER-DEFENDANT

BSH Hausgeräte GmbH, Carl-Wery-Straße 34, 81739 Munich, Germany,

represented by:	Eva Geschke, Wildanger Kehrwald Graf v. Schwerin & Partner mbB Attorneys-at-law, Couvenstraße 8, 40211 Düsseldorf, Germany.

DEFENDANT AND COUNTER-CLAIMANT

1. Arçelik A.Ş., Karaağaç Caddesi 2–6, Sütlüce, Beyoğlu, 34445, Istanbul, Turkey,

2. Beko Germany GmbH, Rahmannstraße 3, 65760 Eschborn, Germany,

3. Beko France SAS, 266 Avenue du Président Wilson, 93218, Saint Denis, France,

represented by:	Tilman Pfrang, Meissner Bolte Patent
Attorneys	Attorneys-at-law Partnership mbB, Widenmayer Str. 47, 80538, Munich, Germany.

PATENT AT ISSUE

EP 3 673 210

PANEL/CHAMBER

Panel 2 of the Munich local division

JUDGES INVOLVED

This decision was issued by the presiding judge Daniel Voß, the legally qualified judge Georg Werner (judge-rapporteur), the legally qualified judge Margot Kokke and the technically qualified judge Uwe Schwengelbeck.

LANGUAGE OF THE PROCEEDINGS

German

SUBJECT

Action for infringement and counterclaim for revocation

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ORAL HEARING

30 October 2026

FACTS

1 The claimant is bringing proceedings against the defendants for infringement of European Patent 3 673 210 (submitted as Annex WKS VK1; hereinafter: the patent at issue). The defendants have brought a counterclaim seeking a declaration of invalidity of the patent at issue.

2 The patent at issue, which is written in German, is entitled ‘Steam cooking appliance’. Claim 1 is the sole independent claim of the patent at issue. It reads as follows:

> ‘Steam cooking appliance comprising a water supply unit (10) which includes a removable water tank (20), which, when installed, has a front side (VS) facing a user and a rear side (RS) opposite the front side (VS), and an evaporator unit connectable to the water supply unit (10), by means of which water from the water supply unit (10) can be evaporated and the steam generated in the evaporator unit can be supplied to the cooking chamber of the steam cooker, characterised in that the water tank comprises a closure element (30) for closing its filling opening (28) for filling with water, wherein the closure element (30) forms, at least in part, the front side (VS) or the rear side (RS) of the water tank (20).”

3 Reference is made to the specification of the contested patent for the sub-claims.

4 The patent at issue was filed on 25 July 2018, claiming priority from German application 10 2017 214 928 dated 25 August 2017. The grant was published on 26 October 2022.

5 The claimant alleges direct infringement of claim 1 of the patent at issue.

6 The claim relates to built-in ovens with a steam cooking function bearing the ‘Beko’ and ‘Grundig’ trade marks. The claimant considers eight of the defendants’ appliance models to be infringing (the contested embodiments). The claimant acquired two of these from the defendants through test purchases, one in Germany and one in France. Both models fell into different price categories. The actual design of the ‘low-cost’ model ‘Beko BBIS14300XMPSE’ (Exhibit WKS VK5-DE), as well as that of the ‘high-cost’ model ‘Beko BBIS13400XMSE’, is not in dispute between the parties.

7 At the interim hearing on 6 August 2026, the parties withdrew their mutual objections and applications, which were aimed at ensuring that certain submissions by the respective opposing party might be disregarded on the grounds that they had been raised out of time.

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8 For further details of the facts of the case, reference is also made to the parties' exchanged pleadings, including annexes, and to the summary of the interim hearing of 6 August 2026.

APPLICATIONS

9 The claimant makes the following applications in the infringement proceedings:

I. that the defendants be ordered

1. to refrain from

a) steam cookers comprising a water supply unit having a removable water tank which, when installed, has a front facing the user and a rear opposite the front, and an evaporator unit connectable to the water supply unit, by means of which water from the water supply unit can be evaporated and the steam generated in the evaporator unit can be supplied to the cooking chamber of the steam cooker, characterised in that the water tank comprises a closure element for closing its filling opening for filling with water, wherein the closure element forms, at least in part, the front side or the rear side of the water tank,

in area the Federal Republic Germany and the French Republic

to offer, place on the market, use, import or possess for the aforementioned purposes;

(direct infringement of claim 1)

in particular where

b) the closure element is securable to, or is secured to, a base body of the water tank by means of a bayonet or screw-on closure;

(direct infringement of claim 2)

furthermore, in particular where

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c) a base body of the water tank has a substantially elongated, preferably cylindrical, and more preferably circular-cylindrical, shape;

(direct infringement of claim 3)

furthermore, in particular, where

d) the closure element and/or the base body has a seal, in particular a rubber seal, at a connecting section;

(direct infringement of claim 4)

furthermore, in particular, where

e) the water tank comprises a valve unit for coupling with the evaporator unit;

(direct infringement of claim 8)

furthermore, in particular, where

f) the water supply unit comprises a mounting unit for mounting the water tank, wherein the mounting unit is, in particular, attached to or arranged on a front panel support of the steam cooker;

(direct infringement of claim 9)

furthermore, in particular, where

g) the mounting unit has a substantially elongated, preferably cylindrical, and more preferably circular-cylindrical shape;

(direct infringement of claim 10)

furthermore, in particular, where

h) the housing unit comprises an adapter part with a first connection means for fluidic coupling, in particular

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by latching, of the water tank in an operating position on the one hand, and a second connecting means for coupling to the evaporator unit on the other hand;

(direct infringement of claim 11)

furthermore, in particular, where

i) the adapter part comprises a locking part as the first connecting means and a coupling part as the second connecting means,

(direct infringement of claim 12)

furthermore, in particular, where

j) the adapter part is mounted in a bearing section formed in the receiving unit so as to be slidable substantially in an operating direction of the water tank,

(direct infringement of claim 13)

furthermore, in particular, where

k) the adapter part comprises a guide slot and is subjected to spring force by a spring substantially in the direction of operation, wherein a guide pin engages with the guide slot and is guided in a retaining clip,

(direct infringement of claim 14)

furthermore, in particular, where

l) the water tank can be removed from the steam cooker by means of a push-push unit;

(direct infringement of claim 15)

2. the infringing devices referred to in section I.1. and which have been placed on the market since 26 October 2022, by notifying the third parties from whom the infringing devices are to be recalled that this Court has found that the devices infringe European Patent EP 3 673 210 B1, whereby the defendants must give a binding undertaking to the third parties to

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reimburse the costs incurred, bear the packaging and transport costs incurred, reimburse the customs and storage costs associated with the return of the products, and take the products back;

3. to permanently remove from the distribution channels the infringing devices referred to in paragraph I.1. and which have been placed on the market since 26 October 2022, by requiring the defendants – noting that this court has found that the products infringe European Patent EP 3 673 210 B1 – to instruct commercial customers to cancel all orders relating to the devices referred to in paragraph I.1. and to submit written evidence to the court and the Claimant confirming that the measure has been carried out;

4. to destroy each of the infringing devices referred to in paragraph I.1 which are directly or indirectly in the defendants' possession or ownership, or, at their discretion, to hand them over to a bailiff to be appointed by the Claimant for the purpose of destruction at the defendants' expense;

5. to provide the claimant with information, set out in a table organised by calendar month and by patent-infringing products, as to the extent to which they (the defendants) have committed the acts referred to in paragraph
I.1. , since 26 October 2022, specifying

a) the origin and the distribution channels of the devices in question, specifying

(i) the names and addresses of the manufacturers, producers,
distributors, suppliers and other previous owners, and

(ii) the names and addresses of the commercial customers and the points of sale for which the products were intended;

b) the quantities delivered, received or ordered, and the prices paid for the devices in question,

c) the identity of all persons involved in the distribution of the products referred to in Section I.1,

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whereby, in support of the information provided, copies of the relevant purchase documents (namely invoices, or alternatively delivery notes) must be submitted; details requiring confidentiality may be redacted from the data subject to disclosure; and the information, together with the purchase documents, must in any event also be provided in a computer-readable, electronic format;

6. to provide the Claimant, as evidence of the information provided in accordance with paragraph I.5. plus the details of the profit made, with a statement setting out the extent to which they (the defendants) have carried out the acts described in paragraph I.1. since 26 October 2022, specifying,

   a) the individual deliveries, broken down by delivery quantities, - times, - prices and model designations, as well as the names and addresses of the customers,

   b) the individual quotations, broken down by quantities, dates, prices and product codes, as well as the names and addresses of the recipients of the quotations,

   c) the advertising carried out, broken down by advertising medium, circulation figures, distribution period and distribution area, and, in the case of online advertising, the website addresses, display periods and visitor numbers,

   d) the production costs, broken down by individual cost factors, and the profit realised,

   whereby the statement containing the accounting data must be submitted at least in an electronic format that can be processed by computer,

   whereby, as evidence of the information provided, copies of the relevant purchase documents (namely invoices, or alternatively delivery notes) must be submitted, with details requiring confidentiality being redacted from the data subject to disclosure,

   whereby the defendants reserve the right, at their discretion, to disclose the names and addresses of non-commercial customers and recipients of quotations not to the Claimant but to a sworn

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auditor designated by the Claimant, provided that the defendants bear the costs thereof and authorise and oblige him to inform the Claimant, upon specific enquiry, whether a particular delivery or a particular customer or recipient of an offer is included in the list;

II. to declare that the defendants are jointly and severally liable to compensate the Claimant for all damage suffered by her as a result of the acts referred to in paragraph I.1., committed since 26 October 2022 and which may yet be incurred;

III. to order the defendants,

1. insofar as they do not fully comply with the orders set out in paragraph I.1 following service of the decision,

   - to pay, for each day of delay in complying with the prohibition on offering, using, importing or possessing the goods, a recurring penalty payment of at least EUR 1,000 and

   - for each product placed on the market in accordance with paragraph I.1., to pay a recurring penalty payment of at least EUR 500 to the court;

2. insofar as they do not fully comply with the orders set out in paragraphs I.2, I.3 and I.4 following service of the decision, to pay a recurring penalty payment of at least EUR
   1,000 to the court;

3. insofar as it fails to comply fully with the orders set out in paragraphs I.5 and I.6 within three weeks of service of the decision, to pay a recurring penalty payment of at least EUR 500 to the court for each day of delay;

<u>in the alternative</u>:
in the event that enforcement of the decision is made conditional upon the provision of security, to make the penalty payments to be determined in accordance with paragraph III. conditional upon the Claimant providing evidence of having provided such security.

IV. to order the defendant to bear the costs of the proceedings;

V. to issue an order for the immediate enforcement of the decision;

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in the alternative:
in the event that enforcement of the decision is made conditional upon the provision of security, to set partial security deposits, with the following amounts proposed:
Claims I.1. to I.4.: EUR 300,000 per defendant Claims I.5. and I.6.:
EUR 100,000 per defendant Order as to costs: the amount
enforced in each case

further in the alternative:
to allow the Claimant to avert enforcement in respect of the costs by providing security.

10 The defendants, together with their counterclaim for revocation, **request**:

I. The claim is dismissed.

II. European Patent EP 3 673 210 is declared invalid in respect of claims 1 to 4 and 8 to 15 for the territory of the UPC contracting states in which the patent is in force.

III. The claimant shall bear the costs of the proceedings.

11 The claimant **requests** that

I. that the counterclaim for revocation be dismissed;

II. that the costs of the proceedings be borne by the counter-claimants for revocation;

In the alternative, should the local division not grant the principal claim, the claimant requests, within the framework of the application for amendment of the patent pursuant to Article 65 of the UPC Agreement in conjunction with Rule 30.1 of the RoP,

I. to maintain the patent in suit in a limited form on the basis of the sets of claims set out in auxiliary claims 0a to 6a (in the order specified), whereby the auxiliary claims are set out at the end of this document dated 16 February 2026 (Section E.) (authoritative version) and are also submitted as Annex WKS HA1b;

II. to dismiss the counterclaim for revocation in all other respects;

III. to order the counter-claimants in the nullity proceedings to bear the costs of the proceedings.

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12 With regard to the alternative claims and the order in which they are set out, the Claimant further **requests**

> that, in the event that the local division does not grant the applications set out in the statement of claim (under points I. to V. therein) in relation to the granted version of the patent in suit,
>
> the respective applications for an injunction (I.1), a recall (I.2), removal from the distribution channels (I.3), destruction (I.4), disclosure of information/accounting (I.5 and I.6), a declaration of liability for damages (II.), (repeated) penalty payments (III.), costs (IV.) and the immediate enforceability of the decision (V.) – in respect of the patent in suit, using the wording of the respective alternative claims in the order set out above.

13 The defendant **opposes** the application for amendment in its entirety.

POINTS AT ISSUE BETWEEN THE PARTIES

Claimant

14 The claimant considers the patent at issue to be valid and regards it as having been infringed.

Interpretation

15 The claimant argues that the technical problem to be solved by the patent at issue is to provide a steam cooker that is as user-friendly as possible. To this end, a water tank as described in the patent can be completely removed from the steam cooker and can thus be filled using a standard tap. A flush control panel without protruding elements not only creates a ‘positive appearance’ due to the integration of the water tank but also enhances user comfort when removing the water tank. Furthermore, such integration offers cleaning advantages, as there are no obstructive components that protrude towards the user or are set back in relation to the front surface of the control panel. In addition, the closure element – or rather its front face – is designed without a handle, which plays a role in the design and also influences handling.

16 The claimant argues that the ‘evaporator unit’, which can be connected to the water supply unit, serves to bring the supplied water to the boil by heating it and thus to evaporate it. The water vapour is supplied by the evaporator unit into the cooking chamber of the steam cooker in order to cook the food. A vapourisation unit as defined by the patent has a water inlet from which the supplied water flows to a collection point to be vaporised. The vapourisation unit contains a heat source to heat the water to boiling point, causing it to vaporise. The steam is delivered in any manner to the cooking chamber, where

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it can be distributed evenly. An evaporator unit may comprise several components.

17 The claimant is of the view that the claimed removable water tank must be fully removable. In this way, it can be completely removed from the steam cooker for filling and, once refilled, reinserted into the steam cooker. Pulling the water tank out to a filling position, in which it is still partly ordered within the steam cooker and partly protrudes from it, does not constitute removal of the water tank, but rather the pulling out or extending of the water tank.

18 The Claimant further takes the view that the evaporator unit, which can be connected to the water supply unit, implies that the two units can be connected to one another. Consequently, for two units to be connected to one another, they must first be separate parts or capable of being separated from one another. If two elements form a rigid unit that cannot be separated without causing damage, they cannot be connected to one another. Connectability does not depend on whether the structures to be connected are not (yet) connected. What is decisive is the fundamental possibility of connection, which entails that the units capable of being connected must initially be separate parts or separable from one another. The respective state of assembly of these parts at a specific point in time is irrelevant.

19 The claimant argues that the front side facing the user is the side which corresponds to the orientation of the control panel and is directed towards the user. The fact that the front side faces the user when installed implies that, in the installed position, the front side is directly visible to the user and is not obscured by other components. However, the determination of the ‘front’ does not depend on the user, but on the installed position of the water tank. The direction in which the water tank is removed is irrelevant. The claim does not depend on this. If the tank is removed upwards rather than to the side, this does not alter what constitutes the front.

20 The claimant further takes the view that the water tank as claimed, which features a closure element for closing its filling opening, requires that the opening of the tank be closed and thereby inaccessible, such that nothing can be introduced into the water tank from the outside through the opening. Such a closure element presupposes a counterpart. In any event, the shielding of a virtual section of space is not sufficient.

Validity of the Patent

21 The claimant considers the patent at issue to be valid. The subject-matter of patent claim 1 is novel and inventive, does not rely on an impermissible extension and is disclosed in a manner that enables its implementation.

22 In any event, the patent at issue will be found to be valid on the basis of the auxiliary claims.

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Infringement

23 The claimant is of the view that, if interpreted correctly, the contested embodiments – the actual configuration of which is not in dispute – directly infringe claim 1 of the patent at issue to the letter.

24 It is undisputed that the ‘expensive’ form of infringement (the ‘Beko BBIS13400XMSE’ built-in oven and models of identical construction) utilises the teaching of the patent at issue. The ‘low-cost’ infringing form (the ‘Beko BBIS14300XMPSE’ built-in oven and models of identical construction) likewise features a vaporiser unit as defined in the claims.

Standing to be sued

25 The claimant takes the view that the defendants are jointly and severally liable. Defendant 1) is liable for the acts of its subsidiaries, Defendants 2) and 3), in the respective Member States party to the Agreement.

26 The claimant justifies the defendants’ joint and several liability on the grounds that, due to their structure as a large corporate group, they are in a close and interdependent business relationship. The acts of one defendant are attributable to the others. Defendant 1) manufactures the infringing products and distributes them to its national sales companies, including Defendants 2) and 3), which market the infringing products under overarching coordination, with the devices being freely interchangeable between the individual countries.

Legal consequences

27 The claimant takes the view that the order for an injunction, like the other measures, is proportionate. Pursuant to Article 34 of the UPC Agreement, the claim for an injunction extends across the entire territory of the UPC, whereby the infringing products need not have been offered for sale in every contracting member state.

28 The alleged disproportionate nature of the measures, as claimed by the defendants, does not apply. The destruction of all the patent-infringing steam cookers is proportionate. Relocating the locking mechanism – as proposed by the defendants – is not easily achievable. The defendants neither already have such a water tank nor do they use one. In any event, there is no corresponding submission on this point. At present, the defendants continue to rely on the patent-infringing water tank in their appliances, as demonstrated by a recent test purchase in France (Exhibit WKS VK5-FR).

29 The claimant argues that the requested threat of coercive measures is justified and proportionate. Contrary to the defendants’ assumption, the penalty payments sought are not excessive. The defendants have already failed to provide sufficiently substantiated arguments. They have neither explained why the claimant’s calculation is incorrect, nor have they

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proposed an alternative calculation. As the coercive function of the penalty payment must be taken into account, it must be at least as high as the defendants' turnover generated by the forms of infringement. In this regard, the steam cookers are decisive, and not merely the value of the water tank.

defendant

Interpretation

30 The defendants are of the view that it is not apparent to what extent the features of claim 1 solve the problem set out in the patent at issue. It is completely incomprehensible how the defining features of claim 1 result in the removal of the container being less laborious and more manageable, or in the filling of the water tank being facilitated. At best, the problem is solved by proposing an alternative order for a filling opening. Nor would the other alleged advantages actually be achieved, even if they concerned purely design aspects rather than technical ones in any case. It is simply incomprehensible why the order of the closure element, at least in sections, on the front or rear of the water tank should in any way contribute to a 'positive appearance of the steam cooker'.

31 The defendants argue that a 'base' would not be regarded by a person skilled in the art as a "evaporator unit". An evaporator unit generates steam and feeds it into the cooking chamber. This rules out the possibility that the steam is generated first by a heated base surface within the cooking chamber. The evaporator unit is a separate component, to which all coupling parts for the water supply from the water supply unit must be assigned. A partial volume of the cooking chamber does not constitute a separate unit. Furthermore, in addition to the water supply unit, all types of pipes and/or piping systems, as well as connection and/or coupling elements, form part of the water supply unit. Everything that connects the water tank to the evaporator unit via a fluid-technical connection forms part of the water supply unit and thus of the water supply system, and not of the evaporator unit.

32 The defendants take the view that a 'removable water tank' encompasses partially removable solutions. 'Removable' does not mean 'completely removable'. In this respect, the patent specification itself makes a distinction. The word 'completely' did not receive any attention in the patent claim.

33 The defendants argue that the partial feature 'connectable' in relation to the water supply unit and the evaporator unit does not mean that the two units can be connected to one another. This would not make technical sense. For then the claim would encompass solutions in which the two units are not connected to one another, but merely could be connected. However, if they were already connected to one another, they could not (any longer) be connected to one another.

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34 The defendants are of the view that a water tank which, when installed, has a front side facing the user is also a tank from which water can be drawn from above, in which case the side facing the user – the 'top' – must be understood as the front side.

35 The defendants take the view that a 'closing element' as defined in the claim is an element designed to close the filling opening. It must ensure that the opening is closed. This presupposes a counterpart. Otherwise, it would merely shield a virtual section of space.

Validity

36 The defendants consider the patent at issue to be invalid.

37 They take the view that the subject-matter claimed is not novel. In their challenge to novelty, the defendants refer to the following publications:

- MB2 (US 3 774 008),
- MB3 (KR 10-2010-0013216 A; see English translation MB3a),
- MB4 (US 2010/0054717 A1),
- MB5 (Manual: Panasonic Operating Instructions NU-SC100W dated 2017),
- MB6 (KR 2010/0046519 A),
- MB7 (EP 1 192 888 A1),
- MB8 (EP 2 550 902 A1),
- MB9 (EP 2 522 915 A1) and
- MB10 (EP 2 466 214 A1).

38 The defendants further contend that the solution of the patent at issue was suggested by the prior art.

39 The defendants take the view that there is an impermissible extension. The feature 'for filling' is, in the original disclosure, necessarily disclosed together with the features 'via a tap' and 'in such a way that, when the water tank is in its installed position, no water can escape'. These sub-features may not be omitted without the subject-matter of the contested patent, as granted, extending beyond the content of the application as originally filed. The word 'in particular' does not alter this.

40 The defendants are of the opinion that the invention is not disclosed with sufficient clarity for a person skilled in the art to carry it out. It is not apparent from the patent how the evaporator unit is to be specifically constructed. Furthermore, no indication is given as to how the sealing element is ordered at the rear.

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Infringement

41 The defendant contends that the contested embodiments do not literally fulfil the features of the claims asserted.

42 In any event, the ‘preferred’ form of infringement does not feature a vapourisation unit. Water is merely supplied via the water supply unit (which also includes the ‘short metal tube’). The metal tube is merely the terminal section of the fluid conduit, which is formed in part by the rubber hose and is therefore to be regarded as part of the water supply unit. A separate ‘evaporator unit’ does not exist. The base of the cooking chamber (including the heat source) is not an evaporator unit. This is because the steam is generated within the cooking chamber but is not supplied to the cooking chamber of the steam cooker. A single heat source serving both to generate steam and for other purposes is not covered by the examples of embodiment.

43 Apart from that, the evaporator unit could not be connected to the water supply unit.

Locus standi

44 The defendants contend that the claims do not distinguish between Defendants 1), 2) and 3). This would mean that Defendant 2), which operates solely in Germany, would be liable for alleged acts of infringement by Defendant 3) in France, and Defendant 3), which operates solely in France, would be liable for such acts by Defendant 2) in Germany, even though both had operated only within their respective Member States. Defendant 1 is liable, at most, for having supplied Defendants 2 and 3. Whatever activities the latter may have carried out in their respective territories cannot be attributed to Defendant 1. Defendant 2 is liable only for its business activities confined to Germany, and Defendant 3 only for its activities in France.

45 The defendants object to joint and several liability. The supply chain and the flow of products in the decision cited by the Claimant differed from those in the present case. Furthermore, the decision cited by the Claimant did not assume joint and several liability on the part of the subsidiaries, but merely joint and several liability of each branch comprising the parent company and its subsidiary. However, this is not comparable to the present situation, in which Defendant 2) is also to be held liable for Defendant 3).

Legal consequences

46 The defendants contend that, contrary to the Claimant’s assumption, Article 34 of the UPC Agreement does not support the claim.

47 Destruction of the entire steam cooker would be disproportionate. The part in question is of entirely minor significance in relation to the total value of the products. By

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simply relocating the filling opening, it would be readily and immediately possible to fall outside the scope of protection of the patent.

48 The penalty payment sought is ten times too high. The claimant refers to retail prices which the defendant, however, did not receive. The claimant's approach is misguided and is not sufficiently substantiated. Furthermore, relying on turnover is misleading. A penalty payment is already 'painful' if the amount exceeds the profit. In that case, the defendant would incur a loss on every sale.

REASONS FOR THE DECISION

49 The admissible action for infringement is well founded. The admissible counterclaim is unfounded.

A The technical teaching of the patent at issue

I. State of the art, problem, solution

50 The invention according to the patent at issue relates to a steam cooker (para. [0001]; paragraph references without specific citation refer to the specification of the patent at issue).

51 The specification of the contested patent explains that there are known ovens which also offer the possibility of cooking food by generating steam within the cooking chamber. In this process, bursts of steam are generated during cooking, which are either channelled into the cooking chamber or generated within it. This requires a container for storing water. In known appliances, this container may be ordered in the area of the oven's control panel and can be removed from there. In conventional designs, removing such a container can be relatively laborious and awkward. Furthermore, filling the water tank is often difficult, [0002].

52 The specification of the contested patent goes on to state that EP 2 463 585 A1, for example, discloses a water tank for a steam cooker comprising a container for holding water, wherein a front cover serving as a panel is ordered on the container and is movable relative to the container. EP 1 192 888 A1 also discloses a steam cooker with a pull-out water tank, [0003].

53 According to the specification of the contested patent, the task is to provide a steam cooker improved over the prior art, which eliminates the disadvantages described above whilst retaining the advantages achieved by the prior art, [0005].

54 This task is to be solved by a steam cooker having the features of claim 1 of the patent at issue:

1. Steam cooker comprising

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1.1. a water supply unit (10) comprising a removable water tank (20), and

1.2. an evaporator unit connectable to the water supply unit (10),

1.2.1. by means of which water from the water supply unit (10) can be evaporated and

1.2.2. by means of which the steam generated in the evaporator unit can be supplied to the cooking chamber of the steam cooker.

2. The water tank has,

2.1 in the installed position, a front side (VS) facing a user,

2.2 a rear side (RS) opposite the front side (VS), and

2.3 a closure element (30) for closing its filling opening (28) for filling with water,

2.3.1 wherein the closure element (30) forms, at least in part, the front side (VS) or the rear side (RS) of the water tank (20).

II. Interpretation

55 Claim 1 relates to a steam cooker with which foodstuffs can be prepared by generating steam within a cooking chamber.

56 A general distinction is made between dedicated steam cookers and combination appliances with a steam cooking function.

57 According to the description of the patent at issue, a steam cooker is to be understood as any domestic appliance which cooks food placed in a cooking chamber by means of water vapour and/or improves the cooking result. An oven with a steam function is cited as an example, [0006] as well as Fig. 1 and [0035].

58 In view of the dispute between the parties, certain features require further explanation from the perspective of a person skilled in the art:

1. Person skilled in the art

59 The person skilled in the art referred to holds a university degree at Master's level or a Dipl.-Ing. in mechanical engineering, as well as several years' experience in the development and design of steam cookers. In this respect, the parties are rightly in agreement.

60 In accordance with the guidelines of the Court of Appeal, the patent must be interpreted from the perspective of a person skilled in the art with knowledge of the relevant technical field and professional and technical experience in

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the technical field to which the (relevant) technical teaching pertains (see CoA, decision of 25 November 2025, CoA_464/2024 – Meril v Edwards; Decision of 25 November 2025, CoA_527/2024 – Amgen v Sanofi).

2. Unit

61 The cooking appliance comprises a water supply unit with a removable water tank and an evaporator unit which can be connected to the water supply unit.

62 The term ‘unit’ is to be interpreted functionally in relation to both the evaporator unit and the water supply unit:

63 A person skilled in the art generally understands a ‘unit’ to mean a component of an appliance that constitutes a self-contained functional unit, which may consist of several parts. The water supply unit as defined in the claims constitutes, as a unit for water supply, a functional unit serving to supply water to the other unit in the form of a vaporiser unit.

3. (Connectable) evaporator unit

64 From the expert’s perspective, a connectable evaporator unit means that it can be connected to the water supply unit. This means that they are two distinct and separate units which can be connected or coupled to one another, for example by means of a fluid-mechanical coupling, a connecting member, a hose or a pipe, as set out in the description of the patent in suit; see [0020] and [0023]. The respective assembly status of these components or parts at a given point in time is irrelevant. The partial feature ‘connectable’ corresponds functionally to the property of the water tank. This is removable. If the water tank is reinserted (after being removed for refilling), a fluid connection is established between the water supply unit and the evaporator unit. However, the patent and the claim do not specify where and how this connection is to be achieved. This is left to the discretion and skill of the person skilled in the art.

65 The function of the evaporator unit is to bring the supplied water to the boil by heating it and to evaporate it. The water vapour is delivered from the evaporator unit into the cooking chamber of the steam cooker in order to cook the food. A person skilled in the art understands an evaporator unit to be a functional unit by means of which water is heated to boiling point (i.e. to 100°C) and consequently evaporates, so that the water vapour is then distributed throughout the cooking chamber of the steam cooker to cook food. The explicitly mentioned ‘bird-bath principle’ suggests to a person skilled in the art, for example, a tray as part of the evaporation unit in which water is heated and evaporated.

66 The evaporation unit therefore comprises parts that serve to generate steam, such as heat sources in the form of heating elements; see [0006] and [0007].

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67 Contrary to the defendants' assumption during the oral hearing, there is by no means a requirement for a spatial, functional or temporal separation between the heating and the supply of steam into the cooking chamber. This distinction is neither set out in the claim nor does it necessarily follow from the specification of the contested patent. Paragraph [0002], relied upon by the defendants—which states that, in steam cooking appliances, bursts of steam are generated during preparation and are either directed into the cooking chamber or generated there for the first time—says nothing to the contrary. Neither does the patent at issue specify a first variant (generating bursts of steam and directing them into the cooking chamber), nor does this entail a choice between options. On the contrary, it is not apparent why both types should not be covered. Nothing to the contrary follows from [0020] and [0023] for the purposes of interpretation. Accordingly, a specially designed base of the oven may form the lower boundary of the cooking chamber and, from a technical and functional perspective, form part of the evaporation unit.

68 The specification of the contested patent states, with regard to the evaporator unit, that its function is well known to those skilled in the art, which is why a detailed description is omitted; see [0009]
in the author's view, as well as [0035] and [0038].

4. Removable water tank

69 The person skilled in the art understands 'removable' to mean that the water tank can be removed from the steamer and the water supply unit – i.e. taken out completely – for the purpose of filling it with water as part of its intended use, and subsequently reinserted into the steamer. Contrary to the defendant's assumption, any maintenance or cleaning operations, as well as whether the water tank can be replaced or repaired at the end of its service life, are therefore irrelevant.

70 The ability to remove the tank completely serves to simplify the filling of the water tank by the user. Even though the word 'completely' is not explicitly stated in the claim, from a technical and functional point of view, 'removable' means 'completely removable'.

71 This is consistent with the description of the patent at issue. With regard to removability, it is stated there that the steam cooker according to the invention comprises a water tank that is easy to fill, whereby the water tank, due to its special design, is fully removable and can be filled via a tap; see [0030].

72 Contrary to the defendant's assumption, this passage of the description explains the invention in terms of its technical effects and does not relate to an optional configuration in which the removable water tank might (optionally) be designed to be fully removable.

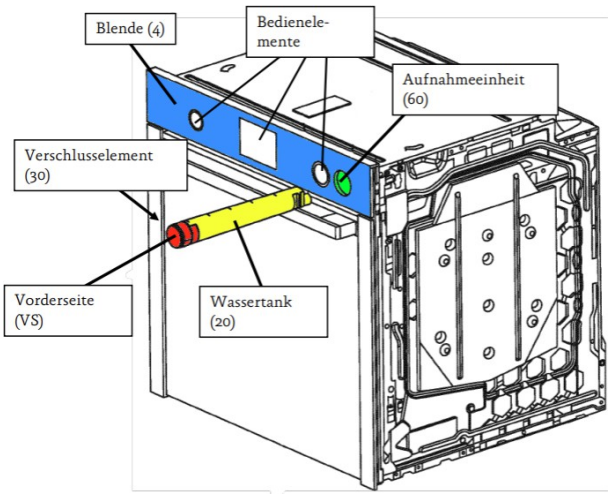
73 The removability of the water tank relates to the everyday (normal) use of the steam cooker without the need for tools.

5. Front view

74 From the expert's point of view, when in its installed position, the water tank has a front side facing the user of the claimed cooking appliance and an opposite/away-facing rear side. The orientation depends on the installed position of the water tank. The direction in which it is removed is irrelevant.

75 Based on the explicit description in the specification of the contested patent, the person skilled in the art understands the 'installed position' of the water tank to mean the position in which the water tank is situated within the steam cooker when the water tank is inserted into the cooker or secured in a holder located therein and is then ready for operation. Consequently, the front side of the water tank facing the user forms a visible part of a control panel; see [0008] and Figs. 1, 2 and 3.

76 Figure 1 of the patent in suit illustrates the design of a steam cooker according to the invention by way of an exemplary embodiment. The labelling and highlighting in this figure are provided by the Claimant:



77 To fill the water tank (20) with water (for example, directly from a tap), the water tank has a filling opening (28) which – at least in the embodiment – is located on the front or rear of the water tank; see Fig. 3.

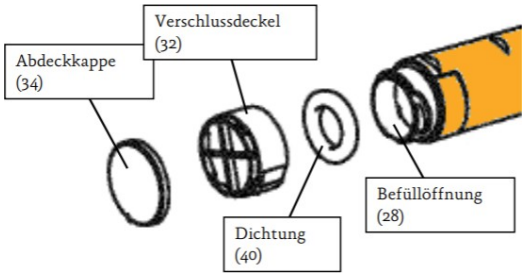
6. Closure element

78 The closure element is an element which serves to close the filling opening (see [0013]). By 'closing', the person skilled in the art understands that the opening of the water tank is closed and is thereby inaccessible, so that, in particular, nothing can be introduced into the water tank from the outside through the opening, see [0039].

79 The closure element forms, at least in sections, the front side (VS) or the rear side (RS) of the water tank (feature 2.3.1). The description of the contested patent specification defines this feature in [0012] as meaning that the

of the closure element is intended to form at least part of the front or rear side.

80 Figure 3 of the claimed patent shows an exploded view of an exemplary closure element (highlighting and labelling are provided by the Claimant):



81 The closure element can, for example, be fitted onto the water tank by means of a bayonet or screw cap, thereby making the handling of the water tank more convenient and quicker, [0015]. A bayonet lock is a mechanical connection that enables two parts to be joined as quickly and securely as possible and can be released just as quickly. The principle is based on a combination of insertion and rotation. One of the two parts has small projections or hooks which engage with corresponding recesses in the other part. In this process, a seal – in particular a rubber seal – generally prevents water from escaping from the filling opening when the water tank is in its installed position, [0017] and Figure 3.

82 The closure element forms, at least in sections, the front or rear side of the water tank.

83 The embodiments of the patent at issue illustrate, by way of example, that the cross-sectional areas of the closure element and the water tank coincide; see Figures 1 and 6 (the highlighting and labelling are again provided by the Claimant). Such a configuration is not mandatory. The subject-matter of the claim is not limited to this. In particular, the claim does not stipulate that the filling opening is located on the front of the water tank:

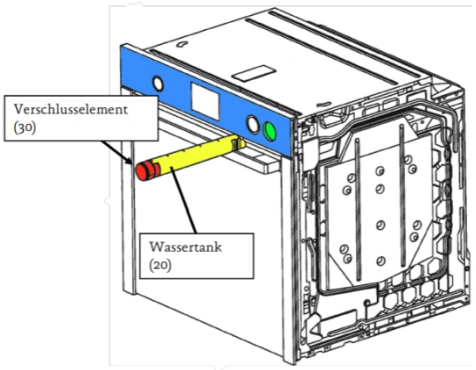


Fig. 1

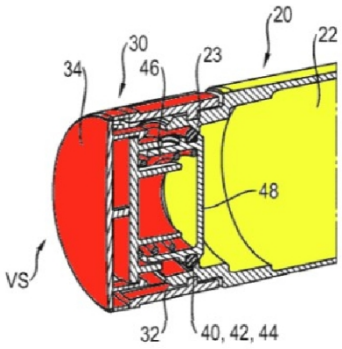


Fig. 6

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84 Interaction with other structures is generally required for this.

B Counterclaim for declaration of invalidity

85 The counterclaim for a declaration of invalidity is unfounded.

I. Inadmissible extension

86 The patent at issue is not to be annulled pursuant to Article 65(2) of the UPC Agreement in conjunction with Article 138(1)(c) of the EPC: its subject-matter does not extend beyond the content of the application as originally filed.

1. Legal principles

87 The ground for invalidity under Article 138(1)(c) of the EPC reiterates Article 123(2) of the EPC. Accordingly, a European patent application or a European patent must not be amended in such a way that its subject-matter goes beyond the content of the application as originally filed. This means that an amendment must not go beyond what a person skilled in the art would, on the filing date or priority date, objectively derive directly and unambiguously – whether explicitly or implicitly – from the application as a whole in the version originally filed, using general technical knowledge. (The Hague local division, Order of 19 June 2024, UPC_CFI_131/2024 – Abbott v Sibio; Central Chamber, Paris, Decision of 5 November 2024, UPC_CFI_309/2023 – NJOY v Juul Labs; Court of Appeal, Order of 14 February 2025, UPC_CoA_382/2024 – Abbott v Sibio).

88 An inadmissible extension therefore exists where the subject-matter of the granted claim goes beyond the content of the application as originally filed. To determine this, the court must first establish what information a person skilled in the art, viewed objectively and with reference to the filing date, would immediately and unambiguously derive from the application as a whole, as filed, using their general technical knowledge. In addition to the claims, the description and the drawings must also be taken into account (Court of Appeal, Order of 14 February 2025, UPC_CoA_382/2024 – Abbott v Sibio; Decision of 2 October 2025, CoA_764/2024 – Expert e-Commerce v Seoul Viosys; judgement of 25 November 2025, UPC_CoA_528/2024 – Amgen v Sanofi). Implicitly disclosed subject-matter is also to be regarded as part of the content, i.e. that which clearly and unambiguously follows from what is expressly stated (Court of Appeal, decision of 2 October 2025, CoA_764/2024 – Expert e-Commerce v Seoul Viosys). It is not necessary for the granted claim to reproduce the wording of the disclosure in the patent application if and to the extent that a person skilled in the art can deduce the claimed combination of features from the application in its entirety (Court of Appeal, decision of 14 February 2025, UPC_CoA_382/2024 – Abbott v Sibio).

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2. Application to the present case

89 The subject-matter of patent claim 1 of the patent at issue does not go beyond the content of the application file (WO 2019/038006 A1 = Annex MB1b). All the features of claim 1 are already originally disclosed in the application file.

90 The original disclosure (see MB1b, WO 2019/038006 A1, p. 3, lines 18 to 20) reads verbatim:

> 'The closure element seals a filling opening of the water tank for filling with water, in particular via a tap, and in particular in such a way that, when the water tank is in its installed position, no water can escape'.

91 Provided that the closure element seals the filling opening so that, when the water tank is in its installed position, no water can escape, this property is already included as a functional part of the term
'closing element'. According to the interpretation, such an element is one that closes the filling opening. The other measures mentioned above do not relate to features that are inseparably linked to 'filling with water'. They therefore did not need to be included in claim 1 of the patent at issue.

92 Contrary to the defendant's assumption, the word 'in particular' is used in the sense of 'by way of example', so that the feature 'for filling' is not necessarily linked to a 'tap'. It merely describes one possible variant. It is clear to a person skilled in the art that the invention is not concerned with the manner in which the water tank is filled via the filling opening, whether by means of a tap or a container such as a carafe. The only decisive factor is that the water tank can be filled via the filling opening.

93 The fact that the closure element seals the filling opening 'in particular in such a way' that 'no water can escape once the water tank is in its installed position' is certainly a practical and sensible measure. However, due to the addition of 'in particular', this is not to be regarded as a mandatory feature.

II. Enability

94 There is no insufficient disclosure (Art. 138(1)(b) EPC). The invention according to the contested patent is disclosed in such a way that a person skilled in the art can carry it out.

95 A sufficient disclosure requires that the patent at issue contains at least enough information to enable the person skilled in the art to assess the probability with sufficient reliability and, on that basis, to consider it sufficiently high that the device possesses the claimed characteristic(s).

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96 Contrary to the defendant's view, this applies to the evaporator unit, even though it is not further specified in the specification of the contested patent. This does not present the person skilled in the art with any problems that would result in the invention being unworkable.

97 This is because evaporator units for steam cookers were already commonplace on the priority date and were also familiar to the person skilled in the art. Their function and structure were readily known to them. This is also demonstrated by the prior art cited by the defendants in their challenge to patentability.

98 Similarly, the person skilled in the art has no difficulty with the design or order of a closure element at the rear of the water tank. Contrary to the defendants' assumption, the patent at issue does not necessarily require that an outlet, from which water is discharged to the evaporator unit, must be ordered at the rear of the water tank.

99 Even if an outlet were required at the rear of the water tank, the additional installation of a closure element at the rear would not present the specialist with insurmountable difficulties. For example, an outlet could be positioned in the lower part of the rear and the closure element in the upper part, without them interfering with one another.

III. Novelty

100 The patent at issue is not to be declared invalid within the scope of its claim 1 pursuant to Article 65(2) of the UPC Agreement in conjunction with Article 138(1)(a) of the EPC on the grounds of lack of novelty.

101 The technical teaching of claim 1 of the patent at issue and its dependent claims is novel in relation to the prior art documents cited by the defendant in its pleadings.

1. Legal principles

102 The assessment of novelty within the meaning of Article 54(1) of the EPC requires a determination of the overall content of the prior publication. The decisive factor is whether the subject-matter of the patent in question, with all its features, is directly and unambiguously disclosed in the prior art (see Court of Appeal, Order of 26 February 2024, UPC_CoA_335/2023 – NanoString Technologies v 10x Genomics; Order of 25 September 2024, CoA_182/2024 – Mammut Sports v Ortovox).

103 The burden of proof and the onus of presentation lie with the claimant in the action for nullity.

2. Publication **MB2** (US 3 774 008)

104 The apparatus disclosed in publication MB2 does not exhibit all the features of claim 1.

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a) Content of the disclosure

105 Publication MB2 (US 3 774 008) discloses a portable *steam-generating unit* (*15*) which can be inserted into a *compartment* (*14*) of a gas- or electrically-operated cooker (*10*) adjacent to the heatable
/*oven* chamber (*oven chamber 12*) of the range (see Abstract, Figs. 1 and 2, together with the accompanying text in col. 2, line 63, to col. 3, line 10).

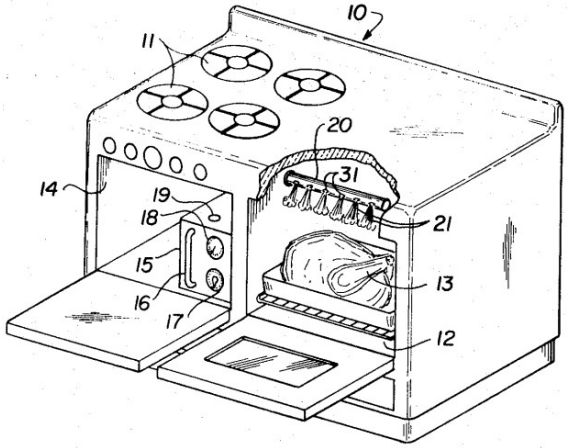


FIG. 1

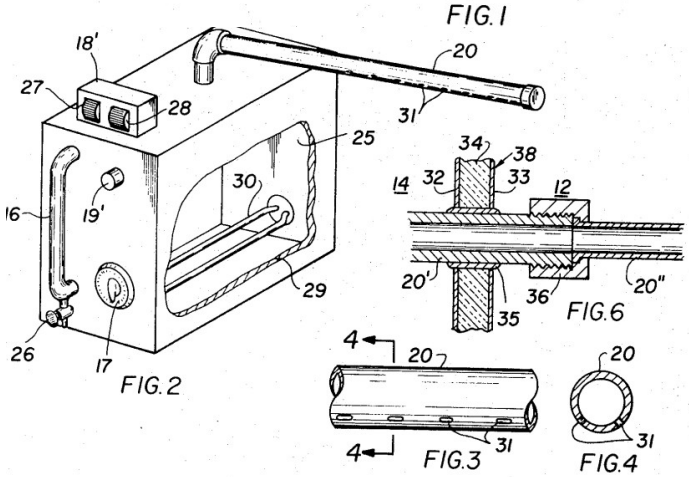


FIG. 2

FIG. 6

FIG. 3

FIG. 4

106 The water to be vaporised is poured into the portable steam-generating unit via a *water-filling aperture* (*19,* 19'), the interior of the steam-generating unit constituting a *water chamber* (*25*). There, it is vaporised by means of a *heating coil* (*30*) within the water chamber (see Figs. 2 and Col. 3, lines 27 to 47). The steam generated by the heating element is then fed through a *steam-emitting member* (*20*) into the *oven chamber* (*12*), in which, for example, a turkey or *another* food *product* (*13*) to be cooked is located (see Fig. 2 and col. 3, lines 48 et seq.).

b) Novelty

107 In contrast to claim 1 of the patent at issue, the *steam emitting member* (*20*) known from MB2 does not constitute a vaporiser unit, because the

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steam-emitting member does not serve to evaporate water and is not suitable for that purpose either (see Figs. 1 and 2 and the accompanying text). Rather, the *steam-emitting member 20* is a connecting pipe which leads from the water chamber to the cooking chamber in the form of *the oven chamber 12* and serves there solely to allow water vapour to escape or flow out into the oven chamber. The water vapour is not generated in the *steam-emitting member* (*20*), but in the portable *steam-generating unit* (*15*), the interior of which also constitutes the *water chamber* (*25*) and thus a water tank. From there, the water vapour generated by a *heating coil* (*30*) in the water tank is directed to the cooking chamber (see col. 4, line 58 ff.: *As the heating coil heats the water within the chamber 25, the boiling point is reached and steam is soon generated. This steam then passes through the steam-emitting member 21 and enters the oven chamber 12 via apertures 31*).

108 Since the water chamber (*water chamber 25*) disclosed in publication MB2 serves a dual function as both a water tank and an evaporator, this does not disclose an evaporator unit that can be 'connected' to the water supply unit either. It is the same element, so there is no possibility of connection.

109 Furthermore, the water to be vaporised is poured via a *water-filling aperture* (*19, 19'*) into a *water chamber* (*25*) located within the portable steam-generating unit. A sealing element as claimed in the contested patent is not disclosed in the figures. Reference is made to a sealing cap and a closable filling aperture in the upper part of the water/steam chamber, without providing any details (see col. 3, lines 32 to 35, and col. 5, 6, Claim 1*: […] and steam chamber having a closable filling aperture in the upper portion thereof*). In Figure 2 of MB2, the person skilled in the art can recognise a filling aperture (*water input aperture 19'*) projecting from the front of the water tank (which, together with the heating element, constitutes the evaporator), which may also be of a *funnel*-like design. However, this is not a closure element as defined in the contested patent (see column 3, lines 32 to 35).

3. Publication MB3 (KR 10-2010-0013216 A)

110 The subject-matter of claim 1 is also novel in relation to the teaching of publication MB3 (KR 10-2010-0013216 A; see English translation MB3a).

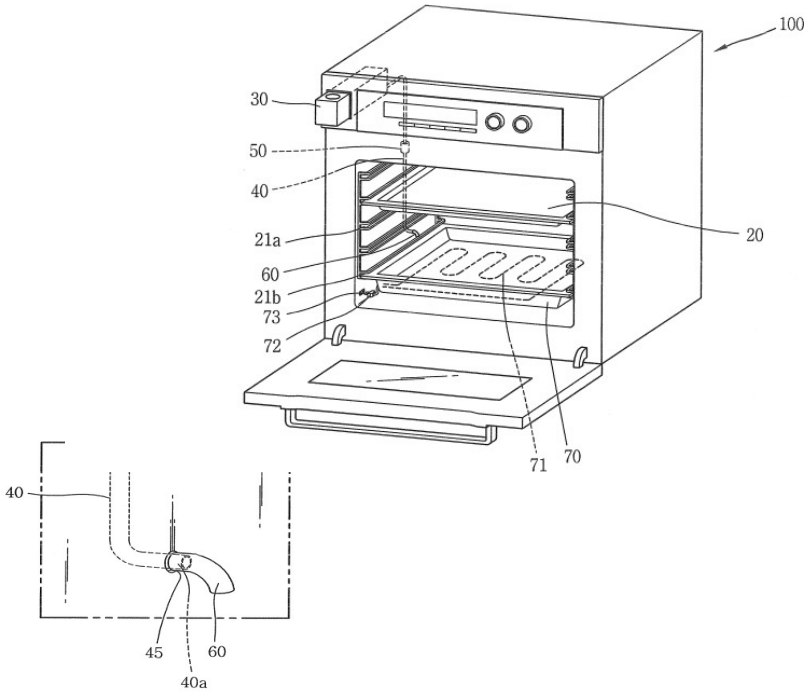
111 This publication describes various embodiments of appliances in the form of ovens/cookers with a cooking function (see Figs. 3, 7, 8, 9 and 10, as well as the English translation MB3a, para. [0014]: *steam cooking*).

a) Embodiment according to Fig. 3

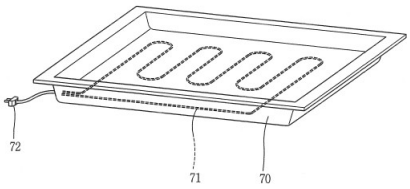
112 Figure 3 shows a steam cooker comprising a water inlet 30 and a tube 40 (see English translation MB3a, para. [0011]: *water inlet (30), tube (40)*). The water is fed from the water inlet 30 via the tube 40 and a valve 60 into the interior of the cooker

, which has a water collection tray 70 in the base, where it is vaporised by a heating element 71 (see Fig. 3 and the English translation MB3a, para. [0010]: *Moreover, the electric oven of the present invention functions as a steam oven for steam cooking, utilising a steam tray (70). The steam tray (70) has a container shape similar to those used in conventional ovens, with a receptacle formed inside to hold water, and a heater (71) mounted at its base.*).

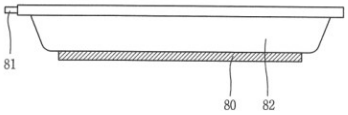
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도면6



113 The water inlet (*30*) is mounted on the upper front of the steam cooker's casing to allow the part to be inserted and removed (see English translation MB3a, para. [0011]: *The water inlet (30) is mounted on the upper front of the casing to allow insertion and removal. When water needs to be added, the water inlet (30), which is inserted into the housing, is pulled forwards to remove it and add water.*).

114 This discloses a steam cooker which, comprising the water inlet part *30* and a small tube *40*, features a water supply unit with a removable water inlet part *30*, whereby the part 30 evidently also functions as a water tank. The water collection tray *70* in the base of the cooker/steamer and the heating element *71* form an evaporation unit that can be connected to the water supply unit. Part *30*, which also serves as a water tank, has a front side and an opposite rear side.

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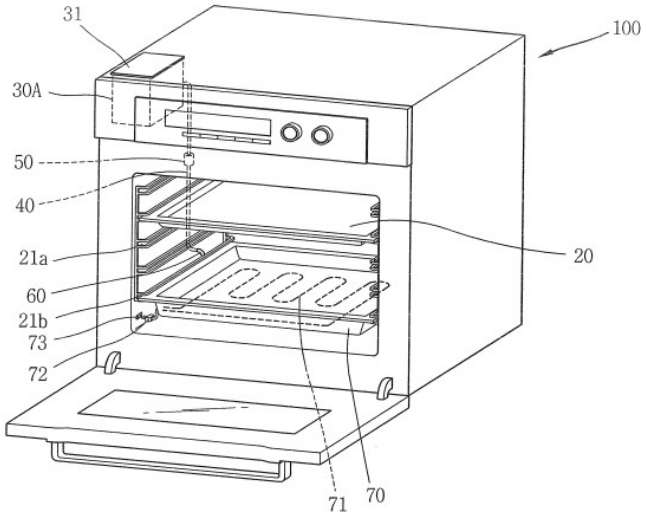
115 However, the closure element is missing. Figure 3 merely shows that part *30* has a circular opening on its upper side for filling with water. However, this part does not comprise a closure element for closing the opening. Consequently, there is no closure element that forms, at least in part, the front or rear side of the water tank.

b) Embodiment according to Fig. 7

116 Here, part 30A (*injection port* 30A in the English translation, MB3a, para. [0017]) does not have a front side facing the user in the installed position.

117 In Figure 7, which shows the installed position, it is apparent to a person skilled in the art from the dotted lines of component 30A that this is located behind the control panel of the cooker/steamer and is inserted into the housing from above. A cover (*cover 31*), which serves as a closure there, does not form a front face of the water tank facing the user, as required by the patent at issue.

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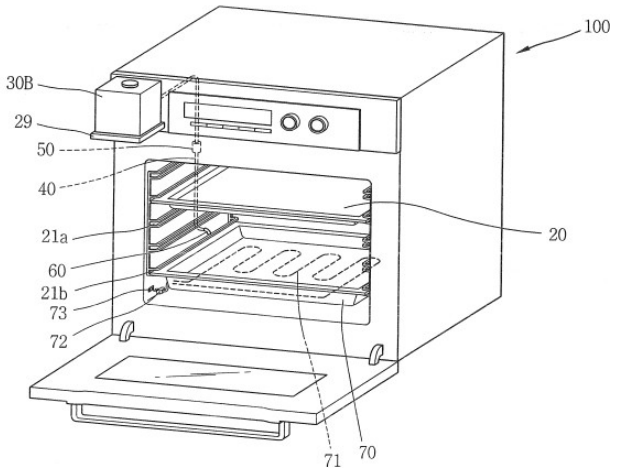
c) Embodiment according to Fig. 8

118 Here, too, the water inlet part *30B* (*water inlet 30B* according to the English translation MB3a, para. [0018]) does not have a front face facing the user when installed.

119 There is no cover or similar element serving as a closure for the upwardly open, hole-shaped filling opening visible in Fig. 8, and such a cover is evidently not necessary either.

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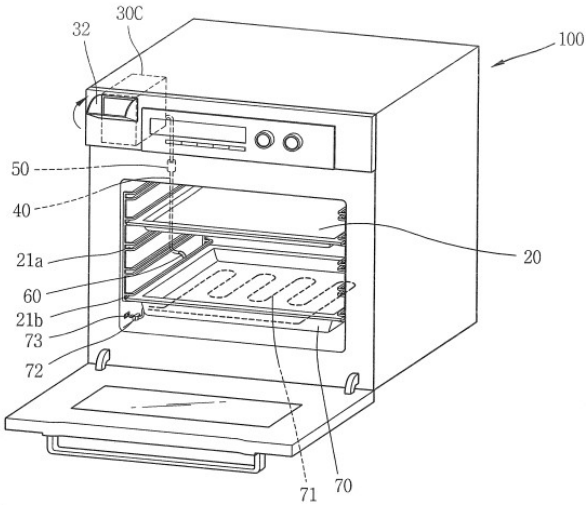
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d) Embodiment according to Fig. 9

120 The embodiment shown in Figure 9 of MB3 does not have a removable water tank (see paragraph [0020] of the English translation MB3a). Instead, a container for holding water is *mounted on the upper front portion of the* cooking appliance's *casing*.

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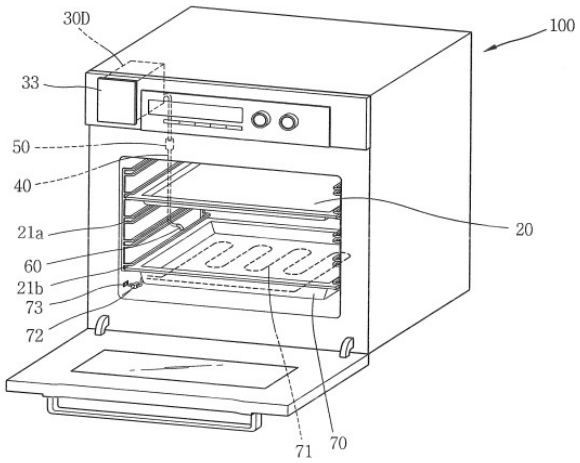


e) Embodiment according to Fig. 10

121 The embodiment shown in Figure 10 of MB3 also does not provide for a removable water tank. According to the description accompanying Figure 10, a flap is used for filling with water, with the water container being mounted on the housing of the cooking appliance.

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4. Publication MB4 (US 2010/0054717 A1)

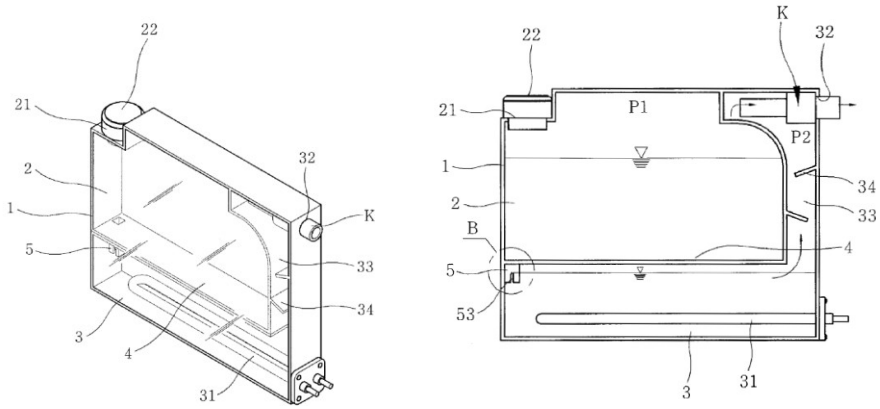
122 The disclosure content of this publication does not preclude the subject-matter of claim 1 from being novel.

a) Disclosure

123 This publication discloses three versions/embodiments of *steam* generators for use in a cooking appliance (see title, abstract and Figs. 3 to 15, together with the accompanying text). Common to the three embodiments is that a *water supply compartment* (*2*) and a *boiler compartment* (*3*) with a *heating* element (*31*) are permanently housed within a single casing/body (*1, 1a*). The *water supply compartment* (*2*) also serves as a water tank (see Figs. 3, 4 and para. [0036] regarding the first embodiment; Figs. 11, 12 and para. [0063] regarding the second embodiment, and Figs. 13, 14 and paras. [0065] to [0067] regarding the third embodiment).

Fig.3

Fig.4



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Fig.11

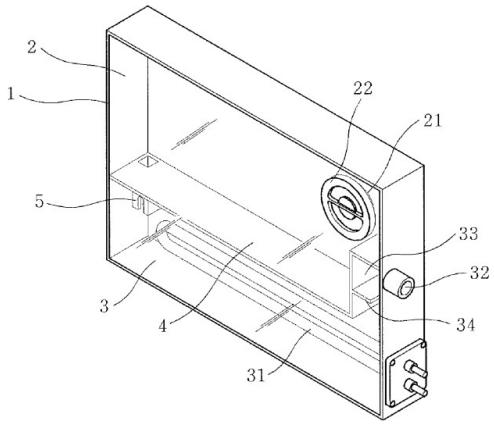


Fig.12

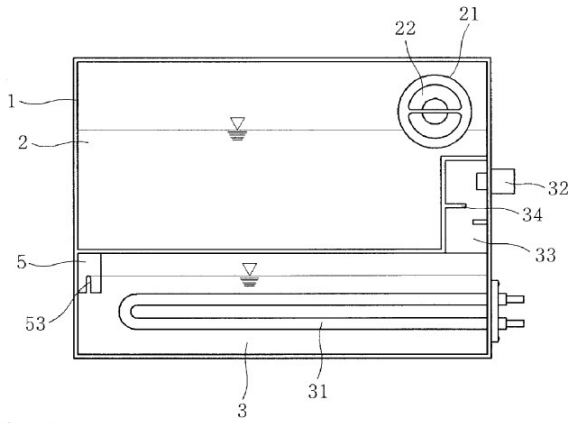


Fig.13

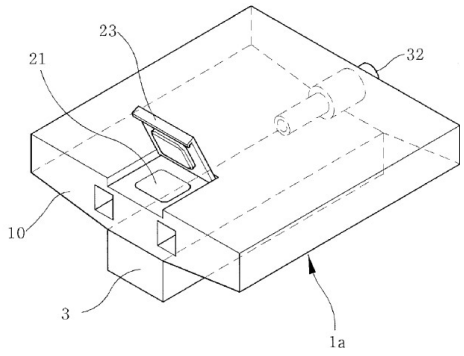
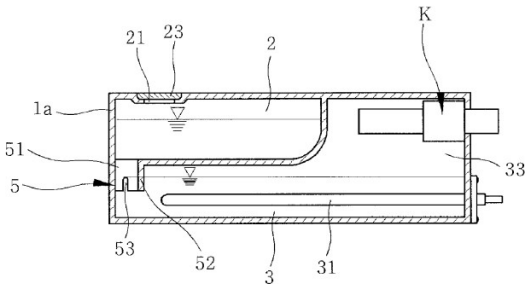


Fig.14



124 A partition (*partition 4* / see, inter alia, paragraph [0036] and Figs. 3 and 4 of the first embodiment, or Figs. 11 and 12 and Figs. 13 and 14, respectively, relating to the second and third embodiments).

b) Novelty

125 Consequently, the three embodiments described in publication MB4 lack an evaporator unit that can be connected to a water supply unit.

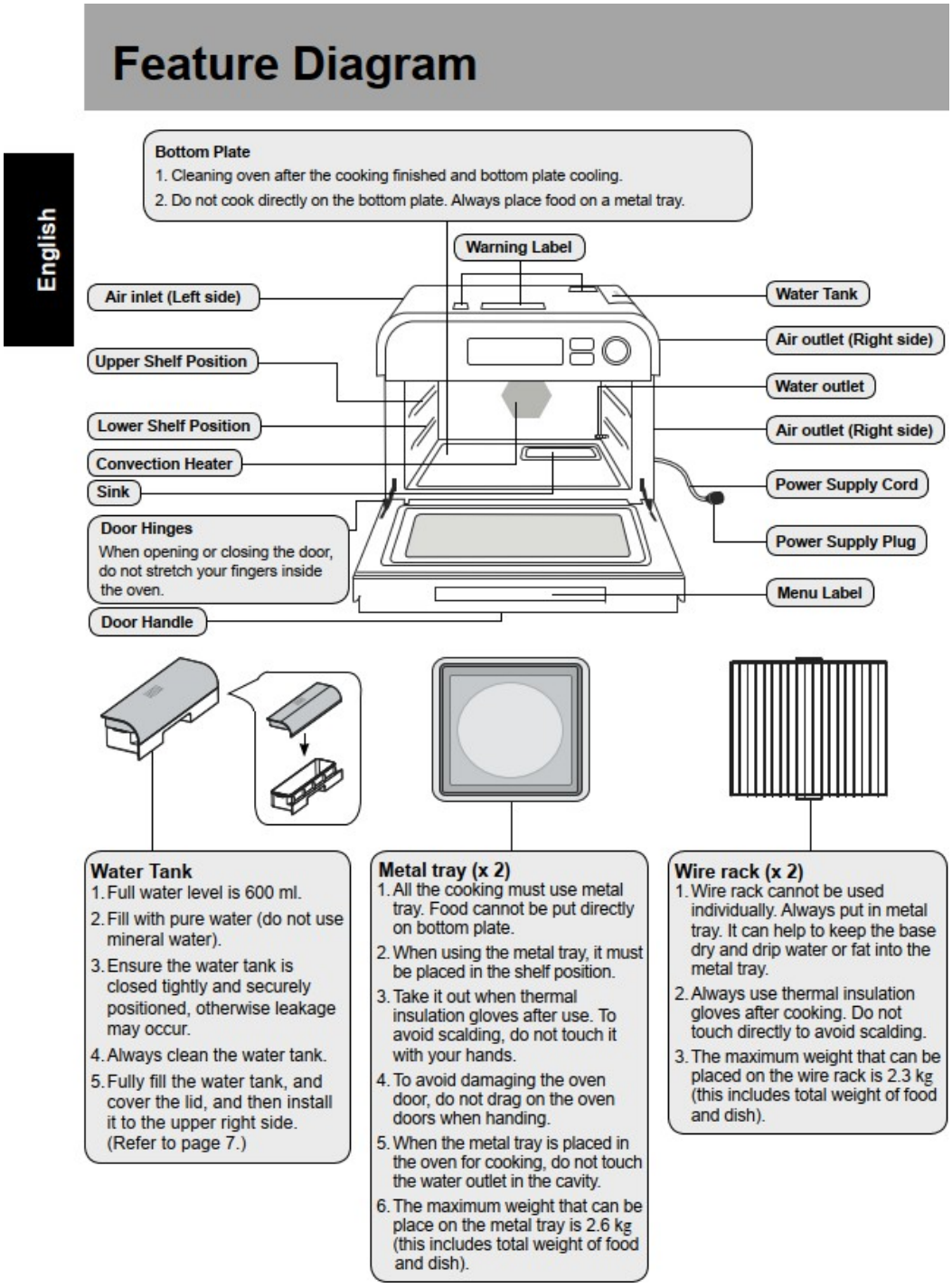
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5. MB5 (Manual: Panasonic Operating Instructions NU-SC100W, dated 2017)

126 The disclosure therein does not preclude the subject-matter of claim 1 from being novel.

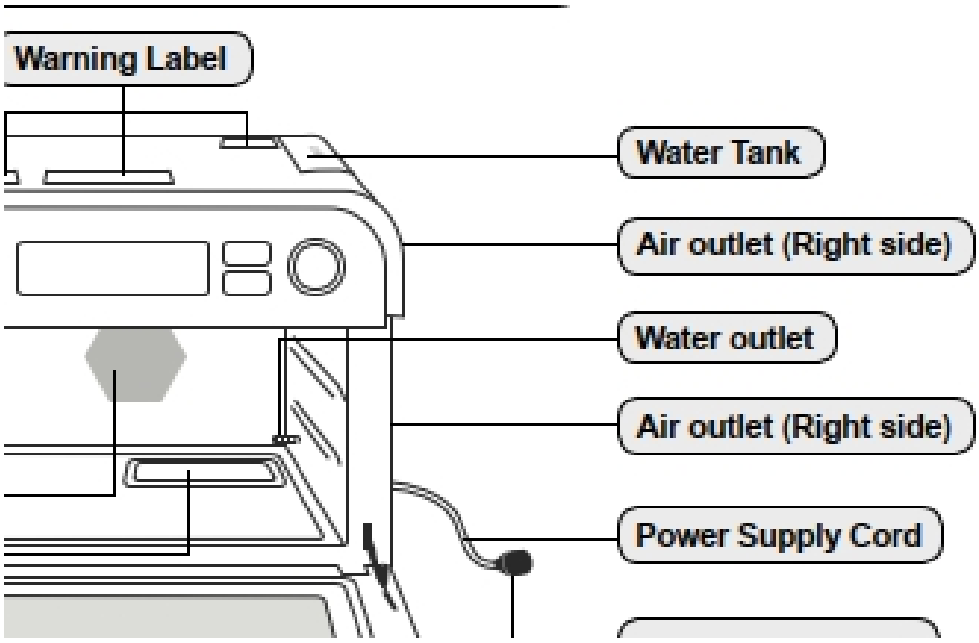
a) Disclosure

127 The subject-matter of MB5 (see title page and p. Eng-6) describes a convection steam cooker or a *convection steam oven*, to which a removable *water tank* is attached.



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128 The designation as a convection steam cooker indicates that the appliance operates on the basis of hot air/circulating air (*convection*) and water vapour (*steam*). The design of the water supply unit or its connectivity to an evaporator unit is not discussed in further detail in the *Operating Instructions,* which are in the nature of a user manual.



129 The water tank is situated – as viewed from the front of the cooker with the water tank in its installed position – at the rear side of the appliance. On top of the water tank there is a closure in the form of a flap or lid, which can be opened to fill the tank with water.

b) Novelty

130 Consequently, the closure element (flap/lid) located on the water tank does not form either the front or the rear of the water tank when installed (not even in sections).

131 It therefore remains open whether the Claimant contested the public accessibility of this document.

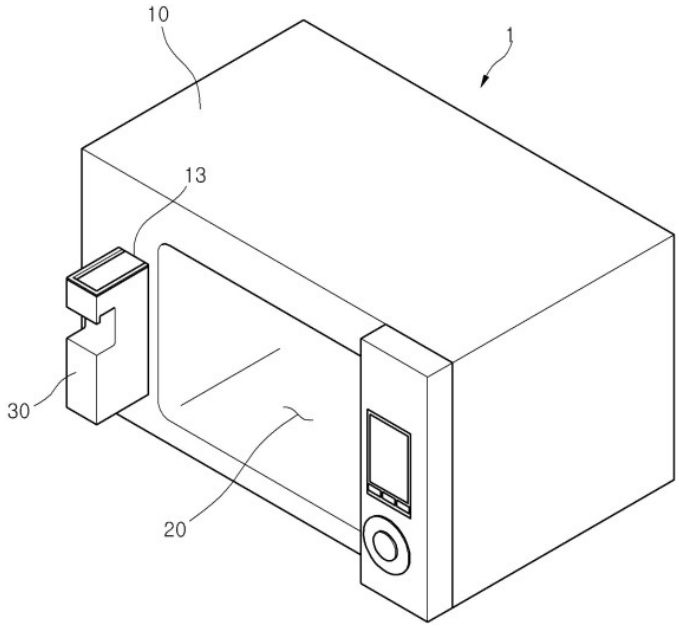
6. Publication MB6 (KR 2010/0046519 A)

132 The disclosure content of this publication does not preclude the subject-matter of claim 1 from being novel.

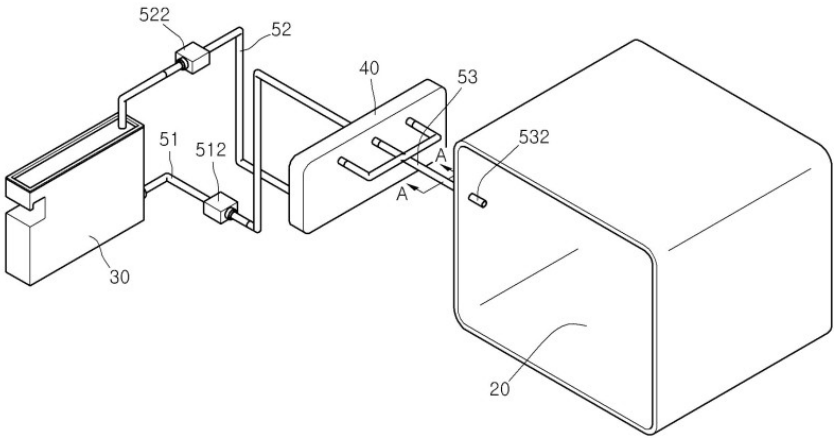
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a) Disclosure

133 As evident from the machine translation MB6a in conjunction with the figures, MB6 describes a steam cooking appliance 1 which comprises a water supply unit with a container (*30*) (referred to in MB6a as the ‘steam water supply’), whereby water from the container *30* is fed to a steam generator *40* by means of a feed pump *512* and a feed pipe *51*. The steam generated there is then fed into a cooking chamber (MB6a: ‘cooking chamber’) *20* of the steam cooker (see Figs. 1 and 2 and the accompanying text on pp. 1 and 2 of MB6a).



도면2



134 The container *30*, referred to in MB6a as the ‘steam water supply’, is fitted with a lid-shaped cap *32*, which is placed on top of the container and allows the container to be opened for filling with water and then resealed. To this end, the container *30* can be removed from the steam cooker (see, inter alia, Fig. 4 and

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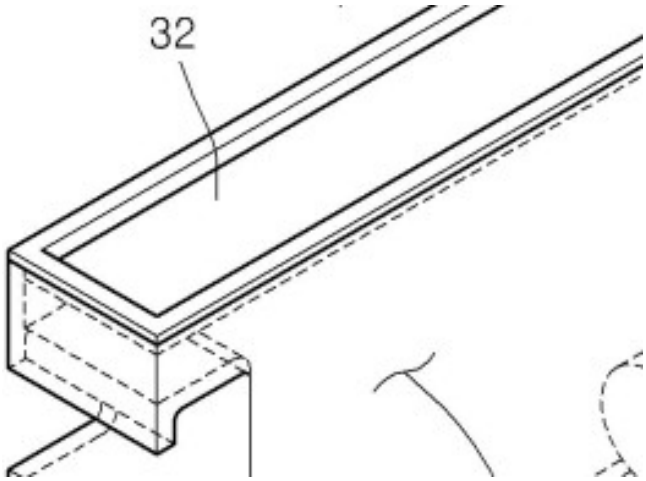
the accompanying text; see also the other embodiments shown in Figs. 5 and 6, which, however, do not differ in the features described above).

b) Novelty

135 Consequently, not all the features of claim 1 of the patent at issue are disclosed.

136 Although a closure element is also present in this publication (see cap *32* in Fig. 4), this element does not form the front or rear side of the water tank as defined in the patent.

137 The fact that cap *32* rests on top of the water tank as a closure element and that the front edge of the cap might be minimally visible to a user does not, in any event, directly and unambiguously disclose that the closure element forms, in sections, the front (or the rear) of the water tank; see the enlarged detail from Fig. 4 below. There is no disclosure of a front surface of the closure element facing a user which forms at least part of the front or rear.



7. Publication **MB7** (EP 1 192 888 A1)

138 Nor does the disclosure content of this publication preclude the subject-matter of claim 1 on grounds of lack of novelty.

a) Disclosure

139 A steam cooker (*four vapeur 26*) is disclosed here, comprising a water supply unit which features a removable water tank in the form of a reservoir (*réservoir 10, 11*) (see Fig. 4 and the so-called exploded view showing individual parts, Fig. 1). In addition, there is an evaporator which is not described in further detail. The water is poured into the water tank via a filling opening (*l'orifice de remplissage 16*), whereby the filling opening is situated at the top of the water tank and therefore, during operation, does not require a closure to

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prevent water from leaking out (see Figs. 1 and 4, as well as, amongst others, paragraphs [0051] and [0053]). A viewing window (*13*) on the water tank (*10, 11*) serves solely to make the water level inside visible. The water tank is also fitted with a handle (*14*) on the front, which is used to pull the water tank out of the appliance; see paragraphs [0036 et seq.].

Fig.4

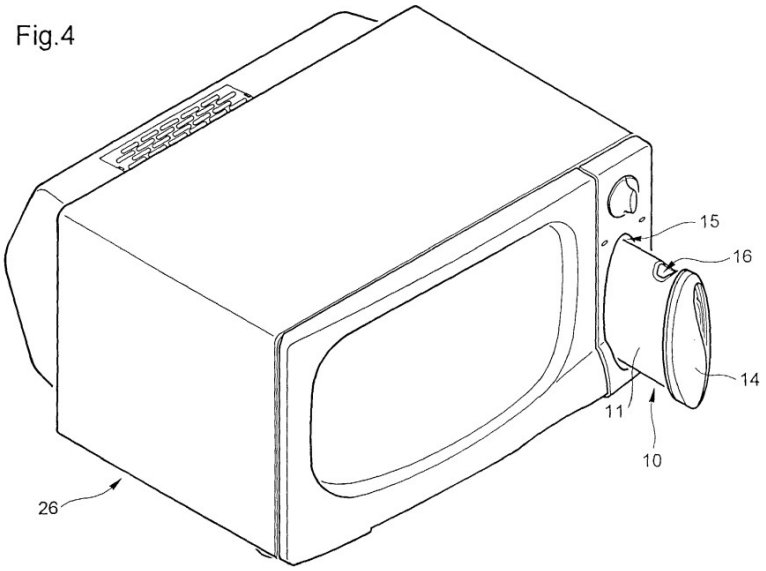
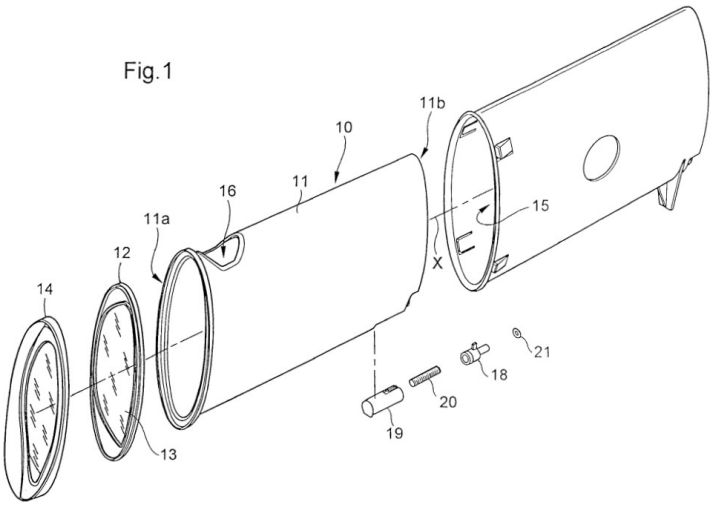


Fig.1



b) Novelty

140 Consequently, not all the features of claim 1 of the patent at issue are disclosed.

141 The sealing element, which serves to seal the filling opening (*l'orifice de remplissage 16*) and forms the front or rear of the water tank, is missing. Nor does this take place (only) in sections, according to the technical teaching of this publication.

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8. Publication **MB8** (EP 2 550 902 A1)

142 Nor does the content of the disclosure in this publication preclude the subject-matter of claim 1 from being novel.

a) Disclosure

143 A water container (*water drawer 1* / *drawer element 3*) that can be pulled out of a steam cooker is disclosed; this forms a water tank and has a front side. The description states that the water tank can be installed in or attached to an appliance (see para. [0004]: *'can be attached to an appliance […]*)'.

FIG 1

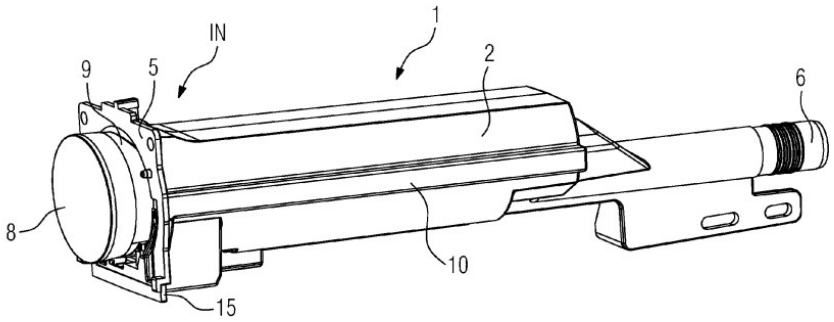
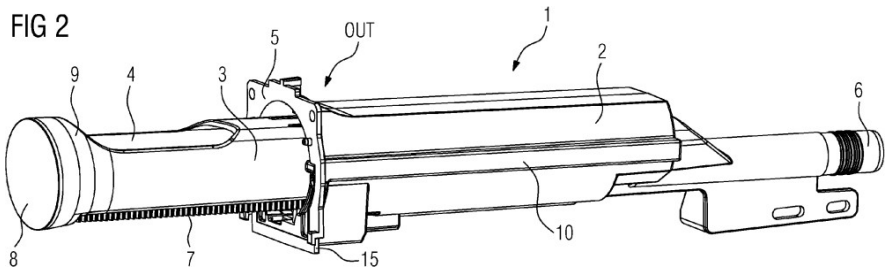


FIG 2



b) Novelty

144 Consequently, not all the features of claim 1 of the patent at issue are disclosed.

145 The closure element is missing.

146 A closure element which serves to close the filling opening (*opening 4*) and which forms at least part of the front or rear of the water tank is not disclosed. Furthermore, according to the technical teaching of this publication, closure by means of such an element does not take place (only) in sections. Apart from that, a closure element as defined in the contested patent is not technically necessary either, because no water can flow out of the filling opening when the appliance is in its installed position (see, inter alia, paragraphs [0006], [0032], [0038] and [0043]).

147 The water tank is also not removable. In any event, this is not directly and unambiguously disclosed.

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148 The fact that the water tank *can be* installed in or *attached to an appliance […]* does not necessarily mean that the tank is removable during normal use of the water supply unit; see Figs. 1 and 2, which show the water tank in both the inserted position and the withdrawn position for filling with water.

9. Publication **MB9** (EP 2 522 915 A1)

149 Nor does the disclosure of this publication preclude the subject-matter of claim 1 of the patent at issue from being novel.

a) Disclosure

150 The steam cooker comprises a water tank (*water tank 2*) which can be pulled out from the front of the appliance. To move the water tank into a position for filling, a knob-shaped element (*knob 11*) is fitted to the front of the tank (see Figs. 1 and 2 and, inter alia, paragraphs [0019] and [0035]).

151 From Figures 1 and 2, a person skilled in the art will see that the water tank (*water tank 2*) can be pulled out to the point where the opening (*opening 21*) of the tank is accessible for filling it with water (see ibid.).

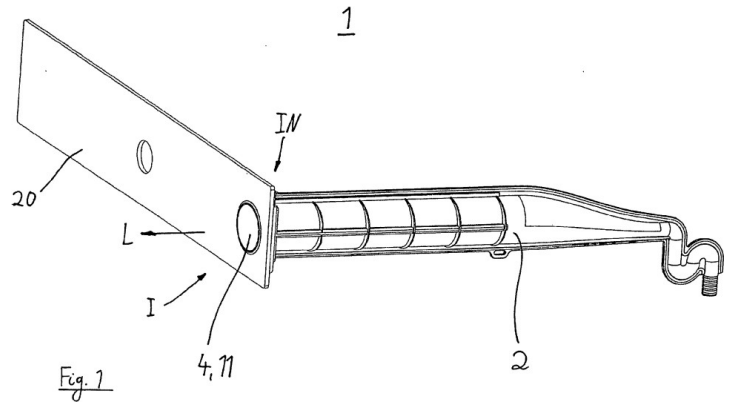


Fig. 1

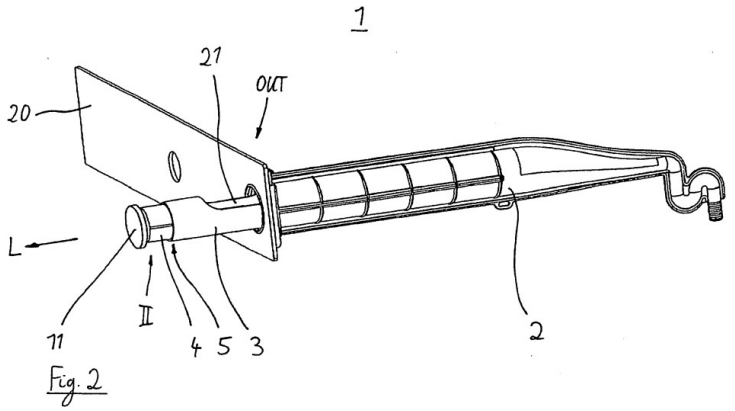


Fig. 2

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b) Novelty

152 Consequently, not all the features of claim 1 of the patent at issue are disclosed.

153 The removability of the water tank is missing. This is not directly and unambiguously disclosed. Rather, the water tank remains within the housing and is merely partially pulled out of it.

154 Furthermore, there is no closure element which serves to close the opening (*opening 21*) of the water tank and which forms at least part of the front or rear of the water tank (see ibid. and paragraph [0023]).

10. Publication **MB10** (EP 2 466 214 A1)

155 The disclosure content of this publication does not preclude the subject-matter of claim 1 of the patent at issue on grounds of lack of novelty.

a) Disclosure

Publication MB10 discloses a steam cooker comprising a water tank (*11*), wherein the water tank also comprises an evaporator (*23*) (see paragraphs [0001], [0110] and [0111] as well as Fig. 3).

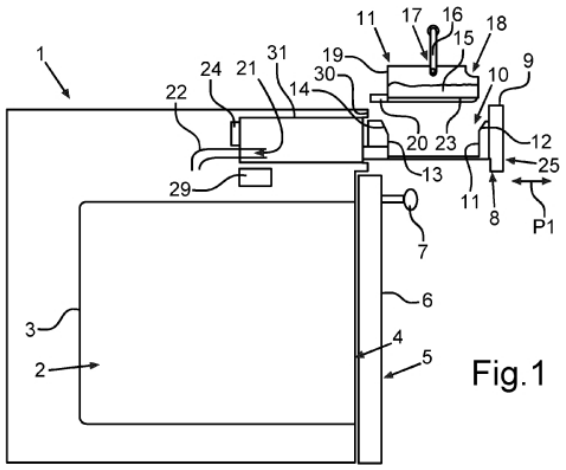


Fig.1

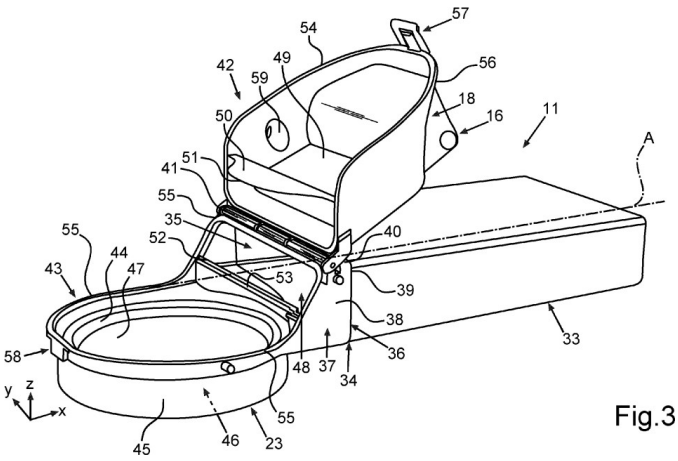


Fig.3

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b) Novelty

156 Consequently, not all the features of claim 1 of the patent at issue are disclosed.

157 In Fig. 1 (which, as rightly acknowledged by both parties, is not in dispute), the closure element as defined in the contested patent is not disclosed.

158 Fig. 3 does not show that the water tank can be connected. As the water tank and evaporator form a single unit, they cannot be connected within the meaning of the contested patent. Similarly, there is no front face facing the user when installed.

IV. Inventive step

159 The patent at issue is not to be declared invalid within the scope of its claim 1 pursuant to Article 65(2) of the UPC Agreement in conjunction with Article 138(1)(a) of the EPC on the grounds of a lack of inventive step within the meaning of Article 56 of the EPC. The technical teaching claimed by the patent at issue is based on an inventive step.

1. Legal principles

160 Under Article 56 of the EPC, an invention is deemed to involve an inventive step if it does not follow in an obvious manner from the state of the art for a person skilled in the art. This is always a matter to be assessed on a case-by-case basis and requires an examination taking into account all relevant facts and circumstances.

161 The Unified Patent Court's approach to determining inventive step is as follows (Court of Appeal, decision of 25 November 2025, UPC_CoA_528/2024 and UPC_CFI_529/2024 – Sanofi v Amgen; UPC_CoA_21/25 – Merill v Edwards; Central Chamber, Munich, decision of 16 July 2024, UPC_CFI_1/2023; decision of 17 October 2024, UPC_CFI_252/2023; Central Chamber, Paris, decision of 5 November 2024, UPC_CFI_315/2024; Decision of 26 December 2024, UPC_CFI_338/2023 UPC_CFI_410/2023; Düsseldorf local division, Decision of 10 October 2024, UPC_CFI_363/2023; Decision of 10 April 2025, UPC_CFI_50/2024; Mannheim local division, decision of 31 January 2025, UPC_CFI_340/2023; Munich local division (Panel 2), 22 August 2025, UPC_CFI_248/2024 – Brita/Aquashield):

162 Firstly, it must be determined what the subject-matter of the invention is in relation to the objective problem. To avoid a retrospective assessment, the objective problem should not contain any references to the claimed solution. This must be assessed from the perspective of a person skilled in the art, with their general technical knowledge, at the time of filing or the priority date of the patent. It must be determined what the invention contributes to the state of the art, not by considering the individual features of the claims, but by considering the claim as a whole, taking into account the description and the drawings. In doing so, the inventive concept of the

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invention (the technical teaching) must also be taken into account; this must be based on the technical effect(s) which, in the mind of the person skilled in the art, are achieved by the claimed invention on the basis of the patent specification.

163 The claimed solution is obvious if the person skilled in the art, who would have sought to solve the objective problem, would have arrived at the claimed solution (and not merely could have arrived at it) at the relevant time, starting from a realistic starting point within the state of the art in the relevant technical field. The relevant technical field is the field relevant to the objective problem to be solved, as well as any field in which the same or a similar problem arises and which the person skilled in the art in that specific field must be expected to be familiar with.

164 A starting point is realistic if its teaching would have been of interest to a person skilled in the art who, at the relevant time, would have sought to solve the objective problem. This may be the case, for example, where the relevant prior art already discloses several features similar to those of the claimed invention and/or relates to the same or a similar underlying problem as the claimed invention. There may be more than one realistic starting point, and the claimed invention must be inventive when starting from each of these starting points.

165 The person skilled in the art possesses neither inventive ability nor imagination and requires a stimulus, a clue or a motivation which, starting from a realistic starting point, prompts them to take the next step towards the claimed invention. As a general rule, a claimed solution is to be regarded as non-inventive/obvious if the person skilled in the art would take the next step on the basis of the hint or as a matter of routine and arrive at the claimed invention.

166 The burden of proof lies with the claimant in the nullity proceedings.

2. Obviousness

167 The defendants have not sufficiently demonstrated that the subject-matter of claim 1 of the patent at issue is obvious from the prior art.

168 The defendants have, admittedly, attempted, on the basis of the documents listed below – which they had already used in their attack on novelty –

- MB3 (KR 10-2010-0013216 A; see English translation MB3a),
- MB4 (US 2010/0054717 A1),
- MB7 (EP 1 192 888 A1),
- MB8 (EP 2 550 902 A1),
- MB9 (EP 2 522 915 A1) and
- MB10 (EP 2 466 214 A1),

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by combining them with one another and with MB11 (CN 203323198 U) as well as with MB2 (US 3 774 008), to arrive at the subject-matter of the patent at issue.

169 In some cases, the combinations put forward do not in themselves lead to the subject-matter of the contested patent, because even the documents combined in each instance do not disclose all the features of claim 1 of the contested patent.

170 In any event, for all combinations, there is no reason why a person skilled in the art would have made them.

171 In detail:

172 In accordance with the objective of the patent at issue (see paragraph 54 above), the objective problem is to provide a steam cooker improved over the prior art. In particular, this is intended to be easier to fill and less prone to faults than the appliances known in the prior art; see [0030].

a) Taking MB8 (EP 2 550 902 A1) as a starting point

173 Even if, for the defendant's sake, it is assumed that this document may be considered as a starting point, the teaching of the contested patent does not follow in an obvious manner for a person skilled in the art on this basis.

174 This is because, contrary to the defendants' assumption, when compared with claim 1 of the contested patent, the disclosure of this document lacks not only the removability of the water tank, but also the closure element together with the further features associated with that element. With regard to the closure element missing from MB8, the defendants have not argued that it is obvious and have not put forward any arguments in this respect.

175 Irrespective of this, there is in any event no motivation, reason, indication or 'pointer' to fit a closure element to the opening in the water tank, which is oriented upwards or open. In this respect, the defendants have also failed to put forward any specific arguments.

b) Based on MB9 (EP 2 522 915 A1)

176 the same applies here by analogy. This is because this document, too, does not disclose that the water tank is removable, nor does it disclose the closure element as defined in the contested patent.

177 Figures 1 and 2 of MB11 initially disclose only a pull-out water tank (see reference number 3), which, as in MB9, can be filled with water through an opening (reference number 7).

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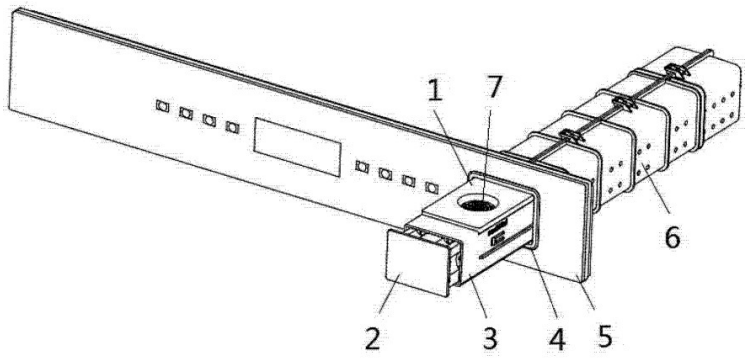


图 1

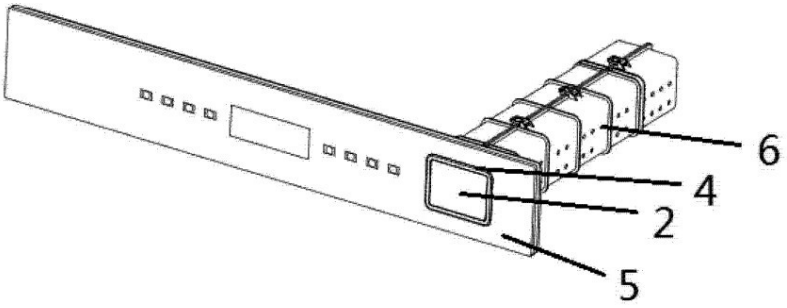


图 2

178 However, paragraph [0019] of this document then states that the tank is fully removable for cleaning and filling purposes. Nevertheless, nothing is disclosed regarding the design of the closure element as claimed in the patent.

179 Apart from that, there is no reason to combine these two documents. There are no corresponding indications in the documents. The defendants have not put forward any arguments as to why a person skilled in the art would have any reason to combine these documents.

c) Based on MB10 (EP 2 466 214 A1)

180 Here, too, the defendants have failed to demonstrate why the person skilled in the art would have had any reason or motivation to redesign the self-contained teaching of MB10 in such a way that the water tank and evaporator are configured to be connectable rather than forming a single unit.

d) Based on MB3 (KR 10-2010-0013216 A; see English translation MB3a)

181 This document illustrates various variants of steam cookers.

182 As part of their challenge to the inventive step, the defendants first chose Fig. 10 of MB3 as their starting point and combined it with MB11. The defendants particularly emphasised and explained this combination in detail during the oral hearing.

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183 In the second step of their written submission, the defendants selected Fig. 3 of MB3 as their starting point and combined it with MB2.

184 Irrespective of whether the claimed combinations – which is a matter of dispute between the parties – would in fact fall within the scope of claim 1 of the contested patent, the defendants have in any event failed to demonstrate sufficient grounds for this.

185 The defendants have argued that, in any event, taking Figure 10 of MB3 as a starting point, the fundamental problem would be to propose a user-friendly and simple solution for filling the water tank. In this respect, the person skilled in the art would naturally first examine the teaching of MB3 in more detail and thereby inevitably also recognise the embodiment shown in Figure 8. This would provide them with the specific suggestion to consider designing the water tank to be removable. Implementing this suggestion would then lead directly to a result whereby the person skilled in the art could fill the water tank in a practical manner in accordance with Fig. 10. Even if – as the defendants further argue – the person skilled in the art were not to think in such a direction on the basis of MB 3 alone, they would find in MB 11 a suggestion to design the water tank to be removable, namely for cleaning purposes. Furthermore, the defendants contend that, whilst searching for an alternative, the person skilled in the art would derive from MB2 the suggestion to order the closure element at the front rather than at the top. Irrespective of this, the person skilled in the art would already find the suggestion in MB 3 itself.

186 Contrary to the defendants' various assumptions, the person skilled in the art had no reason, starting from the respective starting points in MB3, to redesign its embodiments – including through combinations thereof – in such a way as to arrive at the subject-matter of claim 1 of the contested patent. The concepts proposed in the various forms in MB3 are functional. In any event, there is no sufficiently concrete indication or reason to develop them further.

187 Contrary to the defendants' assumption made during the oral hearing, even if the person skilled in the art were to identify a gap in the disclosure in MB3, in relation to Fig. 10, concerning the removability of the tank, they would not close this gap by referring to MB11. Instead, the person skilled in the art would simply provide an opening at the top. The defendants' reference to MB11 and the further development of the implementation disclosed therein towards the solution of the patent at issue appears, in this respect, to be an after-the-event argument and is, in any event, unwarranted.

e) Based on MB4 (US 2010/0054717 A1)

188 This publication does not disclose any means of connecting the water supply unit to the evaporator unit.

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189 The defendants have merely argued that the motivation lies in finding an alternative.

190 However, this is not sufficient to establish a specific motivation for a person skilled in the art to carry out the necessary modifications based on MB4.

f) Based on MB7 (EP 1 192 888 A1)

191 During the oral hearing, the defendants also highlighted this starting point as particularly promising.

192 Even if, for the defendants' sake, it is assumed that this document can be considered as a starting point, the teaching of the contested patent does not follow in an obvious manner from it for a person skilled in the art.

193 This is because there is, in any event, no motivation, reason, indication or 'pointer' to provide the opening in the water tank – which is oriented or opens upwards – with a closure element. In this respect, the defendants have not put forward anything specific either.

194 In this respect, the task formulated by the defendants on the basis of the MB7 – namely, to find an alternative order for the closure element – also falls short. This is because such a search is not technically necessary for a filling opening that is already ordered at the top of the water tank.

195 Equally unsuccessful is the approach emphasised by the defendants at the oral hearing, namely to redesign the water tank of MB7 in the direction of the solution disclosed in the patent at issue. The person skilled in the art would not, without good reason, focus on the opening of the moulded part of MB7 – which is fitted with a pull-out handle and is securely closed – and make far-reaching changes to it. This would require a complete redesign of the solution disclosed in the MB7. In particular, the secure connection would have to be opened. In any event, there is no reason to do so.

V. Further documents

196 In so far as further documents have been introduced into the proceedings, the defendants have not based any challenge to novelty on them. The same applies to inventive step.

197 The court did not examine these documents of its own motion.

VI. Alternative claims

198 As the patent at issue is upheld as granted, there is no need to rule on the application for amendment of the patent, which relates solely to auxiliary claims.

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C Action for infringement

199 The action for infringement is well founded.

200 The defendants directly infringe claim 1 of the patent at issue to the letter, in accordance with Article 25(a) of the UPC Agreement.

I. Fulfilment of the claim features

201 The contested embodiment comprises the preferred infringing form ‘BBIS14300XMPSE’ and the more expensive form of infringement ‘Beko BBIS13400XMSE’. However, the Claimant’s claim is not limited to these.

202 When assessing infringement, the subject-matter of the patent and the contested embodiment must be compared with one another. If the contested embodiment makes use of the essence of a patent claim – that is to say, of its features in their entirety – then the invention covered by the patent is being used. In the assessment, it is not the differences that matter, but the similarities between the teaching of the claim and the contested embodiment.

203 The expensive variant utilises all the features of claim 1 of the patent in dispute, just as does the low-cost variant, in respect of which the sole point of dispute between the parties is, quite rightly, whether it possesses a
‘evaporator unit’ in accordance with feature 1.2. With regard to the remaining features of claim 1, it is rightly not disputed between the parties that it embodies these.

1. Expensive variant

204 This variant utilises all the features of claim 1.

205 Contrary to the Claimant’s assumption, it is not undisputed whether this embodiment fulfils all the features. The defendants have, after all, denied this across the board. However, this is not sufficient to meet the secondary burden of proof. A more specific submission would have been required as to why, contrary to the Claimant’s submission, individual features were not fulfilled in these devices. As the defendants have not addressed this point, the Claimant’s submission is deemed to have been admitted.

206 With regard to the specific design of this expensive variant, reference is made to the Claimant’s factual submissions in the statement of claim dated 20 August 2025 (pages 39 to 62). The court adopts these details as its own.

2. Low-cost variant

207 Based on the above interpretation of the term ‘evaporator unit’, this variant of the contested embodiment comprises such an evaporator unit, by means of which the

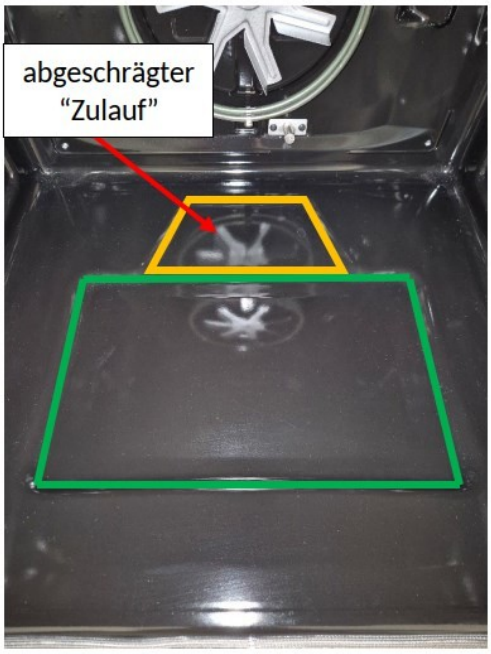
water from the water supply unit can be evaporated and the steam generated in the evaporator unit can be supplied to the cooking chamber of the steam cooker.

208 The drip tray/recess or trough in the base of the appliance and the heating element located beneath it functionally constitute the evaporator unit as defined in the claims.

209 In the Beko BBIS14300XMPSE appliance models, designated ‘Steam Assisted Oven’, there is a water supply unit with a receptacle for a cylindrical water tank, which can be inserted into and removed from the receptacle. The water is conveyed from the water tank to an evaporator unit via a hose, whereby the water flows from the water tank through a hose into a designated bowl-shaped inlet/recess or trough in the base of the cooking chamber, from where the water, after being heated by a heating element, evaporates and is distributed throughout the appliance’s cooking chamber, thereby being made available.

210 In this design, the base of the cooking chamber has a bowl-shaped recess, thus taking the form of a drip tray, which is incorporated as a depression in the base (see the illustrations from the statement of claim reproduced below).

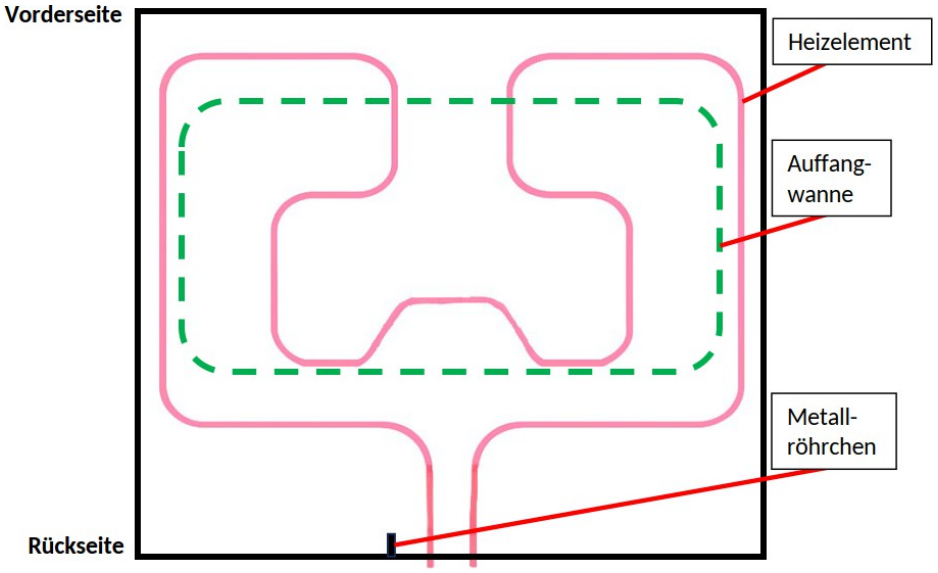




211 A heating element in the form of a heating rod, which is fitted beneath the drip tray in the base of the steam cooking chamber, has a dual function: on the one hand, it provides the bottom heat for the oven/cooker, and on the other, it heats the water flowing from the water tank via a hose and a connected sloping inlet to boiling point, so that the water evaporates.

212 The drip tray or recess in the base of the appliance is therefore not merely a (flat) base, as is familiar to those skilled in the art from other cookers. Rather,

it constitutes, together with the recess for collecting water and the heating element located beneath it, a functional unit which serves to evaporate water for the purpose of a cooking process. The bevelled inlet also forms part of this unit.



213 It can be left open as to whether the metal tube can still be regarded as a functional part of the evaporation unit.

214 This is because feature group 1.2 is satisfied even without this tube.

II. Acts of infringement and standing to sue

1. Acts

215 The alleged patent-infringing acts of offering and supplying by Defendants 2) and 3) have taken place and are, quite rightly, not disputed between the parties.

216 The sole point of dispute between the parties is the respective liability of the defendants towards one another.

2. Accomplices

217 The defendants are joint tortfeasors.

218 Article 63(1) of the UPC Agreement does not define who constitutes an infringer within the meaning of that Rule. Since, pursuant to Article 25 of the UPC Agreement, a European patent grants its proprietor the right to prohibit third parties from carrying out the acts of use specified therein, according to an autonomous interpretation a ‘infringer’ within the meaning of Article 63(1) of the UPC Agreement is, in any event, the principal infringer, that is to say, the person who carries out these acts of use themselves (see Court of Appeal, judgment of 3 October 2025, CoA_534/2024 – Belkin v Philips, para. 177). Pursuant to Article 63 of the UPC Agreement, the court may issue an injunction against such a principal perpetrator without it being necessary for the principal perpetrator to have been aware of the patent infringement or to have been at fault (see Court of Appeal, loc. cit. – Belkin v Philips, para. 178). In addition, a

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‘infringer’ who does not personally carry out the acts referred to in Article 25 of the UPC Agreement, but to whom the acts of the principal offender are attributable because he is an instigator, co-perpetrator or accomplice (see Court of Appeal, loc. cit. – Belkin v Philips, para. 180). Complicity presupposes that the perpetrators of the infringing act cooperate on the basis of a division of labour pursuant to a common plan of action (see Court of Appeal, loc. cit. – Belkin v Philips, para. 184). Only where there are gaps and no exhaustive rule has been made may recourse be had to national law pursuant to Article 24(1)(e) of the UPC Agreement, as the UPC Agreement contains, in the relevant Articles 25, 63 and 64 of the UPC Agreement, a harmonised body of substantive civil law (see Court of Appeal, loc. cit. – Belkin v Philips, para. 187).

219 According to these criteria, the defendants are accomplices because they acted in a division of labour (under a), on the basis of a common plan of action (under b), and the subjective requirements are also met (under c). Consequently, the acts of infringement are attributed to each other (under d).

a) Acting through a division of labour

220 The defendants acted in a division of labour.

221 Defendant 1) manufactured the infringing products in Turkey and distributed them (within the group) to its national distribution companies in Germany and France, Defendants 2) and 3).

222 Defendant 1), as the parent company, managed the operations of its subsidiaries. The national sister companies distributed the infringing devices locally in Germany and France under the overarching coordination of Defendant 1). The markets in Germany and France were supplied with identical infringing products, as evidenced by the multilingual user manuals and the list of all national importers. Defendant 2) distributed these devices in Germany, at any rate, and Defendant 3) in France.

b) Joint plan of action

223 This division of labour was based on a common plan of action, according to which the shared objective of all three defendants, at the very least, was to offer and sell the devices manufactured in Turkey in Europe, and thus also in Germany and France.

224 The plan of the three defendants was comprehensive and uniform. It covered both Germany and France. The defendants have a common commercial interest aimed at the joint sale of the goods in question. There is a uniform product and sales strategy for these goods. This is evidenced by the identical goods and multilingual instruction manuals.

225 Furthermore, cross-border stock reconciliation between Germany and France, as well as between the second and third defendants, cannot be ruled out. In particular,

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the websites of the second defendant atwww.beko.com/de-de and the third defendant at www.beko.fr are not limited to the territory of their respective national states and constitute independent acts of offering goods for sale (see Annex WKS VK4). It is true that the defendants argued in their statement of defence that the claimant had neither alleged nor was there any evidence of cross-border deliveries between the second and third defendants. However, the claimant's submission in the document dated
18 May 2026 (page 5, para. 6), namely that, depending on supply and demand in one of the countries, Defendant 2) could purchase products from Defendant 3) and distribute them in Germany without any intermediate steps, or could instruct Defendant 3) to to supply products to Germany on behalf of the second defendant (which would not give rise to any problems under the free movement of goods); the defendants have not sufficiently refuted this in their pleadings or during the oral hearing. The reverse scenario, involving the exchange of goods from Germany to France, is also conceivable and plausible given the second defendant's export activities. According to the entry in the Commercial Register (Annex WKS VK9), as the claimant set out in the claim and emphasised at the oral hearing, the business purpose of the second defendant is "trade … in household appliances, in particular the 'Beko' and 'Grundig' brands, … and all other brands produced and/or sold by Arcelik A.S., Turkey, including import and export'. Furthermore, the defendants have not put forward any specific reasons as to why the second defendant would not distribute in France and the third defendant would not distribute in Germany. The defendants merely contended in this regard that such distribution had not been proven and, in view of the circumstances, was also unlikely, given that there are, after all, different distribution companies for the various countries (document of 18 June 2026, page 7, para. 13). In order to rebut the assumption put forward and substantiated by the Claimant in this regard, it would have been for the defendants to specifically refute the alleged interdependencies, where necessary by means of relevant documentation. The defendants failed to do so. It was neither possible nor reasonable for the Claimant to provide further evidence, given the lack of insight into the defendants' internal organisation.

226 Defendants 2) and 3) are each wholly-owned subsidiaries of Defendant 1), integrated into the defendants' group of companies, and are jointly named on the contested products and their type plates as 'distributors' or 'importers', together with the relevant documentation. The parent company controlling the subsidiaries, the first defendant, assumes the overarching coordination of the sister companies in accordance with the plan. This follows from the circumstances set out above. Defendant 1) plays a central role in relation to its wholly-owned subsidiaries and is, as the Claimant put it in its Reply, the 'spider in the web'. The fact that the subsidiaries are listed on the goods and in the documentation shows that these national companies are deliberately integrated into this overall organisation comprising several entities.

227 Contrary to the defendants' view expressed at the oral hearing, it is not merely the case that the first defendant and the respective national subsidiary have a joint plan of action for the sale of

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the products in the respective national state (Germany or France); rather, there is a plan of action extending across the respective European national states, such that each European subsidiary also supports distribution in the other state and would do so should another subsidiary fail to do so.

c) Subjective elements of the offence

228 In so far as the Court of Appeal requires, for the liability of an accomplice, knowledge of the circumstances giving rise to the infringement and awareness of the unlawfulness (see Court of Appeal, decision of 3 October 2025, CoA_534/2024 – Belkin v Philips, para. 185), it does not, in any event, expressly impose these requirements on accomplices (see Court of Appeal, loc. cit. – Belkin v Philips, para. 184). However, in the specific case decided, the Court of Appeal rejected the managing director's liability on the grounds of a lack of awareness of the unlawfulness (see Court of Appeal, loc. cit. – Belkin v Philips, paras. 219/220).

229 In the present case, these subjective requirements are met.

230 The defendants acted in concert, with full knowledge and intent, in accordance with the plan of action described above. This is evident from the objective circumstances of the specific case referred to above. They were aware of all the circumstances and must have realised that their actions might be unlawful.

d) Attribution

231 Defendant 1) is liable – a fact which the defendants rightly do not dispute – for the acts of the German company (Defendant 2) and the French company (Defendant 3).

232 However, defendants 2) and 3) are not only liable for their activities in their respective territories of Germany and France in conjunction with defendant 1), but all the acts of the other sister company are also attributable to them. By virtue of their complicity, there is a comprehensive attribution of liability amongst them for the acts carried out in pursuit of the joint plan of action.

233 The national division of responsibilities between Defendants 2) and 3) does not preclude such attribution. Rather, this is a consequence of the division of labour in the defendants' conduct based on their joint plan of action. If an infringing act is deliberately carried out by several persons working in a division of labour, and if the liability of those involved were then limited exclusively to their respective partial acts, the attribution of third-party acts of use by accomplices – as recognised by the Court of Appeal – would lose its independent significance.

234 Anyone who knowingly participates in the implementation, through a division of labour, of a joint distribution scheme encompassing several nation states as sales territories is not merely responsible for the act carried out by them personally on the basis of organisational allocation

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but the planned contributions of the other participants bring the joint scheme to fruition and are to be attributed. The internal division of labour therefore does not limit external liability. Rather, the scope of attribution is determined by the specific cooperation based on the joint plan of action.

235 This does not constitute group liability, nor is such liability required (at least in this case).

236 The extent to which the defendants are liable for the individual legal consequences will be addressed immediately in the discussion of the respective legal consequences and their respective prerequisites.

III. Further conditions

237 The remaining conditions for an unlawful patent infringement are met.

238 The unlawfulness arises from the fact that the defendants have utilised the teaching of the patent at issue without the Claimant's consent.

IV. Legal consequences and wording of the operative part

239 The established patent infringement justifies the legal consequences set out below.

1. Injunction

240 The present patent infringement justifies the injunction sought.

a) Conditions for the claim for an injunction

241 Taking into account the circumstances of the case, the defendant must be prohibited from continuing to infringe claim 1 of the patent at issue, in accordance with Article 25 of the UPC Agreement in conjunction with Article 63(1) of the UPC Agreement.

242 The risk of repetition is, in principle, indicated by the unlawful act of infringement that has been committed. The defendant has not submitted a declaration of cessation subject to a penalty clause which could rebut this indicated risk of repetition. On the contrary, it has, right up to the end of the proceedings, disputed both the infringement and the validity of the patent at issue.

b) Scope of the claim for an injunction

243 From a territorial perspective, the injunction (as applied for) covers only Germany and France.

244 It follows from Article 34 of the UPC Agreement that injunctions issued by the Unified Patent Court generally apply to all contracting member states. However, this does not apply without restriction. Where special circumstances exist, such as in the case of a territorial limitation of the claim (Court of Appeal, order of 3 March 2025, UPC_CoA_523/2024 –

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Sumi v Syngenta, para. 103), the territorial scope of the decision is limited.

245 All defendants are ordered to desist. For defendants 2) and 3), this follows from their direct infringement. For defendant 1), it follows from their complicity (with the subsidiaries), which is not disputed between the parties in this respect.

2. Recall, removal and destruction

246 As a result of the established acts of distribution within the UPC territory, the defendants are obliged to recall the contested embodiment and remove it from the distribution channels, Article 64 of the UPC Agreement.

247 Contrary to the defendants' view, their destruction is not disproportionate.

248 The defendants have infringed the patent at issue and the statutory legal consequences therefore apply in principle. The defendants have not demonstrated that, in this exceptional case, destruction is not required.

249 The defendants make an appeal that they are able to modify the water tank, so that the destruction of a device costing several hundred euros would be inappropriate. However, this does not fundamentally alter the obligation. Nevertheless, in view of this, the defendants must be permitted to fulfil the destruction requirement by eliminating the patent-infringing features, cf. Article 64(2)(c) of the UPC Agreement.

250 The defendants are also jointly liable in this case. This follows from their status as accomplices. As the defendants themselves correctly assume, compliance with this requirement also necessitates the cooperation of the first defendant, who may have to carry out design modifications to the contested devices, as well as the second and third defendants in the European states, in order to carry out the necessary actions on the ground.

251 For the sake of clarity, and contrary to the Claimant's application, the vague term 'third parties' has been replaced by the correct term 'commercial customers'.

3. Information

252 The defendants are furthermore obliged to provide the claimant with information and to render an account.

a)

253 The obligation to provide information arises from Article 67(1) of the UPC Agreement. The information is necessary to ascertain the origin and distribution channels of the infringing steam cookers, as well as to calculate and assess the appropriate method by which damages may reasonably be claimed. In this context, the claimant may also demand the production of supporting documents, namely invoices or, if these are not available, alternatively

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delivery notes. The Claimant has a legitimate interest in being able to verify the accuracy of the information on a random basis (Düsseldorf local division, decision of 3 July 2024, UPC_CFI_7/2023; decision of 14 January 2025, UPC_CFI_16/2024; Mannheim local division, decision of 22 November 2024, UPC_CFI_210/2023; Munich local division, decision of 22 August 2025, UPC_CFI_248/2024).

254 Article 67(1) of the UPC Agreement provides a sufficient legal basis for all the information sought.

b)

255 The defendants' obligation to provide information arises from Article 68(3)(a), (b) of the UPC Agreement in conjunction with Rule 191, sentence 1, alternative 2 of the RoP. Accordingly, the defendants are required to provide, already during the infringement proceedings, the information the Claimant needs in order to verify the accuracy of the details and to obtain evidence for its calculation of damages. This also includes the submission of supporting documents.

256 Nor is the requested accounting disproportionate. The information to be accounted for relates to the act of infringement.

c) Scope

257 The actions sought relate equally to all three defendants. This follows from their joint liability. In principle, each defendant must disclose all information within the scope of the judgment to the Claimant. Defendant 2) is no more restricted to acts committed in Germany than Defendant 3) is to acts committed in France. Even if a defendant is unable to provide any information, possibly due to a lack of knowledge, this does not preclude their liability on the merits.

4. Penalty payment

258 The threats of periodic penalty payments for breaches of the injunction and the obligations to provide information and account are based on Article 63(2) and Article 82(4) of the UPC Agreement
in conjunction with Rule 354.4 of the RoP.

259 Pursuant to Rule 354.3 of the Rules of Procedure (RoP), an order or decision may provide for repeated penalty payments payable to the court in the event that a party fails to comply with the provisions of the order or a previous order, whereby the amount of such payments is to be determined by the court having regard to the significance of the order in question. According to the case law of the Court of Appeal, the amount payable must be sufficiently deterrent to have a coercive effect, whilst also remaining within reasonable limits so that it constitutes an appropriate (proportionate) sanction. The penalty payment provision must also specify the conditions under which a particular amount of penalty payment is forfeited. This may, for example, be a lump sum or (preferably) a penalty payment for breaches per

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period, per item, for each contravention or the like. Where appropriate, the order imposing a penalty payment may also specify a maximum amount of penalty payments that may be forfeited per order or in total. However, this does not prevent the court from increasing this maximum amount in a subsequent order – for example, in enforcement proceedings – for future further breaches, if the circumstances of the case so require (see Rule 354.3 of the RoP). For reasons of legal certainty for the defendant, the order or decision on the merits should generally also – provided that compliance with the order or decision is not required immediately upon service – specify the time limit for compliance with the relevant order, upon the expiry of which a penalty payment becomes due. The penalty payment for breaching the order in question, as well as the time limits from which compliance is required, must be set out in the claimant's application in the statement of claim, in the application for provisional measures or, where applicable, in a separate application (Court of Appeal, Order of 14 October 2025, UPC_CoA_699/2025 – Fuji v Kodak).

260 In accordance with these principles, the proposed penalty payment does not, in principle, give rise to any objections. In particular, it is permissible to set minimum amounts for penalty payments to be paid in the event of a breach. This is because a maximum amount for penalty payments may, but need not, be specified. Furthermore, such a maximum amount may be exceeded in the event of further infringements. Accordingly, other local divisions have also, in individual decisions, merely specified minimum amounts for potential penalty payments (see Düsseldorf local division, decision of 3 July 2024, UPC_CFI_7/2023 – Kaldewei v Bette; Hamburg local division, decision of 5 November 2025, UPC_CFI_461/2024 – Dolle v Fakro).

261 The minimum amounts claimed by the Claimant in its applications are too high. In this respect, the Court generally shares the defendants' concerns. In view of the coercive function of the penalty payment, it is appropriate to base the amount on the defendants' turnover, which averages at least approximately EUR 500 per unit. Online prices vary between EUR 400 and EUR 800. The fact that the defendants argue they do not receive the selling prices is irrelevant. A benchmark is required, and this approach is, in any event, plausible in this case.

262 A minimum amount of EUR 500 in each case is both appropriate and sufficient. As these are minimum amounts, they may be higher. In particular, should penalties be imposed at a later date, it may be necessary to differentiate according to the various acts of use (placing on the market as the actual sale, as well as the further acts of offering, using, importing and possessing). The latter acts can be effectively sanctioned by daily penalty payments. The continued accumulation of higher penalty payment claims day by day is intended to make compliance with the order increasingly 'urgent' for the defendants. In the case of placing goods on the market, however, there is a risk that a daily penalty payment will not act as a deterrent if the

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turnover generated is sufficiently high. In this respect, it is necessary here to link the amount of the penalty payment to the scale of the infringement.

263 Contrary to the defendants' assumption, the panel has no concerns regarding proportionality. The threat of a penalty provides the necessary flexibility to take into account, in the event of any infringement, the specific circumstances of the individual case – including the conduct of the infringer – and, on that basis, to set an appropriate penalty. As financially sound companies, the defendants are financially capable of coping with penalties of this magnitude. The penalty payments are sufficiently high to ensure that, within a reasonable period of time, sums accrue which are very certainly felt by the defendants and thus have deterrent potential. Insofar as the defendants further contend that the penalty payments sought are excessive, they have failed to substantiate this claim sufficiently. The defendants neither explain why the Claimant's basis for calculation is alleged to be incorrect, nor do they propose an alternative basis for calculation.

264 Insofar as the order imposing penalty payments contains further amendments in relation to the Claimant's application, these are purely editorial in nature.

265 Since, according to the case-law of the Court of Appeal, the maximum expected penalty payment must be specified in the final decision (see Court of Appeal, Order of 30 May 2025, CoA_845/2025 – Belkin v Philips, para. 58; Order of 14 October 2025, CoA_699/2025 – Kodak v Fujifilm, para. 34), the panel bases the total amount to be specified on the value in dispute in the infringement proceedings. When asked by the court during the oral hearing, the defendants raised no objections in this regard.

5. Damages

266 The determination that the claim for damages is well-founded is based on Article 25 in conjunction with Article 68(1) of the UPC Agreement. Had the defendants exercised due care, they would have realised that their actions constituted a direct patent infringement. This applies to each defendant.

267 By virtue of their joint liability, each defendant (as a so-called 'joint and several debtor') is, in principle, obliged to compensate, in their external relationship, for the total damage caused by all parties involved, whereby the Claimant may only claim compensation for the damage once (so-called 'joint and several liability'). This corresponds to the Claimant's understanding of the term 'joint and several debtor' as set out in the application and pleadings. Such joint and several liability on the part of the defendants arises autonomously from Article 68 of the UPC Agreement and the defendants' joint liability for infringement. There is no need to resort to national law.

268 By virtue of their complicity, the defendants bear comprehensive liability. The fact that the defendants' group of companies has been split into two national distribution companies in Germany and France must not work to the defendants' advantage in this respect. For

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the basis of their liability is a division of labour based on a common plan of action. This is not a matter of liability arising from group affiliation, but rather the personal responsibility of each individual defendant for their deliberate and coordinated participation based on the joint plan of action. As this plan of action encompasses both countries (Germany and France), each defendant is liable for both the respective German and French damages resulting from the infringement.

269 Since each accomplice is attributable the same planned infringement and each accomplice individually fulfils the conditions for liability for damages, each is essentially liable in their own right for the resulting damage. Limiting liability to the internal division of tasks would effectively dissolve the joint liability and place the burden unilaterally on the patent holder vis-à-vis infringers who split themselves into different companies and act in a division of labour.

270 This represents a further development of the principles set out in the Court of Appeal's decision of 3 October 2025 (CoA_534/2024 – Belkin v Philips) and, in the view of the panel, is in any event fundamentally consistent with the legal position in Germany and France. There is no indication that, by attributing contributory acts on a reciprocal basis in the context of complicity, the Court of Appeal intended to fall short of the liability consequences that are, in any event, recognised in certain Member States in cases of complicity.

D. Incidental rulings

I. Decision on costs

271 The decision on costs is based on Article 69(1) of the UPC Agreement in conjunction with Rule 118.5 of the RoP.

II. Provisional enforceability

272 Pursuant to Article 82(1) of the UPC Agreement, this decision is enforceable without further orders from the court. No security for enforcement, as requested by the defendants, was to be ordered.

1. Legal principles

273 Pursuant to Article 82(2) of the UPC Agreement in conjunction with Rule 118.8, sentences 2 and 3, and Rule 352.1 of the RoP, the enforcement of a decision may, where appropriate, be made conditional upon the provision of security or equivalent guarantees which, in particular in the case of (injunctive
) orders. According to the case law of the Court of Appeal, it is clear from these provisions that the order for security for enforcement is not required in every case; rather, it lies within the discretion of the court. It is necessary to balance the patent proprietor's interest in the effective enforcement of their property right against the alleged infringer's interest in the effective enforcement of any claims for damages in the

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the event of a subsequent setting aside of the decision (Court of Appeal, Order of 21 May 2025, UPC_CoA_365/2025 – Yellow Sphere v Knaus Tabbert; Munich local division, decision of 22 August 2025, UPC_CFI_248/2024 – Brita v Aquashield).

274 It is therefore always necessary to assess each case on its own merits. The factors to be taken into account when considering whether to order the provision of security include the claimant's financial circumstances, which may give rise to a legitimate and genuine concern that, should the decision at first instance be set aside or amended, a potential claim for damages cannot be enforced and/or executed, or can only be done so at disproportionate expense. The relevant facts and arguments in this regard must be put forward by the defendant, who bears the burden of proof in this respect. Once such a submission has been made, it is incumbent upon the claimant to contest these facts and grounds in a substantiated manner, particularly as the claimant generally has knowledge of and evidence regarding their financial situation.

275 It is also the claimant's responsibility, where necessary, to explain why, despite the reasons put forward by the defendant, their interest in enforcing their intellectual property right without the provision of security prevails (Court of Appeal, Order of 21 May 2025, UPC_CoA_365/2025 – Yellow Sphere v Knaus Tabbert; Munich local division, decision of 22 August 2025, UPC_CFI_248/2024 – Brita v Aquashield).

2. Application to the present case

276 The defendants have not put forward any grounds that would give rise to making enforcement in the present case conditional upon the provision of security. The Court therefore refrains from ordering such security for enforcement.

III. Value of the claim

277 The value of the claim in the infringement proceedings amounts to EUR 500,000.

278 The claimant has demonstrated its interest to this extent. To this end, it has submitted a comprehensible calculation.

279 Insofar as the defendants object to this, they have not substantiated their objections in concrete terms. The defendants essentially argue that, with regard to recoverable costs, the values in dispute of the claim and the counterclaim should not exceed EUR 1 million.

280 However, this argument put forward by the defendants is not, on the whole, sufficient to rebut the Claimant's submission.

281 In accordance with the established case law of the local division, a 50 per cent surcharge must be applied to the value of the counterclaim for revocation. This therefore amounts to EUR 750,000.

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DECISION

A.

I. The defendants are ordered to

1. to refrain from

a) steam cookers comprising a water supply unit having a removable water tank which, when installed, has a front facing the user and a rear opposite the front, and an evaporator unit connectable to the water supply unit, by means of which water from the water supply unit can be evaporated and the steam generated in the evaporator unit can be supplied to the cooking chamber of the steam cooker, characterised in that the water tank comprises a closure element for closing its filling opening for filling with water, wherein the closure element forms, at least in part, the front side or the rear side of the water tank,

in area the Federal Republic Germany and the French Republic

to offer, place on the market, use, import or possess for the aforementioned purposes;

(direct infringement of claim 1)

2. to recall the infringing devices referred to in section I.1 and placed on the market since 26 October 2022, by notifying the commercial customers from whom the infringing devices are to be recalled are informed that this Court has found that the devices infringe European Patent EP 3 673 210 B1, whereby the defendants must give a binding undertaking to the third parties to reimburse the costs incurred, to bear the packaging and transport costs incurred, to reimburse the customs and storage costs associated with the return of the products, and to take the products back;

3. to permanently remove from the distribution channels the infringing devices referred to in paragraph I.1 and placed on the market since 26 October 2022, by the defendants, noting that

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this Court has found that the products infringe European Patent EP 3 673 210 B1, instruct commercial customers to cancel all orders relating to the devices referred to in paragraph I.1 and to submit written evidence of the measures taken to the Court and the Claimant;

4. to destroy each of the infringing devices referred to in paragraph I.1 which are directly or indirectly in the defendants' possession or ownership, or, at their discretion, to hand them over to a bailiff to be appointed by the Claimant for the purpose of destruction at the defendants' expense;

5. to provide the claimant with a statement, structured by calendar month and by patent-infringing products, setting out the extent to which the defendants have committed the acts referred to in paragraph I.1. since 26 October 2022, specifying

   a) the origin and the distribution channels of the devices in question, specifying

      (i) the names and addresses of the manufacturers, producers,
      distributors, suppliers and other previous owners, and

      (ii) the names and addresses of the commercial customers and the points of sale for which the products were intended;

   b) the quantities delivered, received or ordered, and the prices paid for the devices in question,

   c) the identity of all persons involved in the distribution of the products referred to in Section I.1,

   whereby, to substantiate the information, copies of the relevant purchase documents (namely invoices, or alternatively delivery notes) must be submitted, with details requiring confidentiality being redacted from the data subject to disclosure, and whereby the information, together with the purchase documents, must in any event also be provided in a computer-readable, electronic format;

6. the Claimant must be provided with a statement verifying the information provided in accordance with paragraph I.5, together with details of the profit made,

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to what extent they (the defendants) have carried out the acts described in paragraph I.1. since 26 October 2022, specifying

a) the individual deliveries, broken down by delivery quantities, - times, - prices and model designations, as well as the names and addresses of the customers,

b) the individual quotations, broken down by quotation quantities, dates, prices and product codes, as well as the names and addresses of the recipients of the quotations,

c) the advertising carried out, broken down by advertising medium, circulation figures, distribution period and distribution area, and, in the case of online advertising, the website addresses, display periods and visitor numbers,

d) the production costs, broken down by individual cost factors, and the profit realised,

whereby the statement containing the accounting data must be submitted at least in an electronic format that can be processed by computer,

whereby, as evidence of the information provided, copies of the relevant purchase documents (namely invoices, or alternatively delivery notes) must be submitted, with details requiring confidentiality being redacted from the data subject to disclosure,

whereby the defendants reserve the right, at their discretion, to disclose the names and addresses of non-commercial customers and recipients of quotations, instead of to the Claimant, to a sworn auditor designated by the Claimant and bound by a duty of confidentiality, provided that the defendants bear the auditor’s costs and authorise and oblige him inform the claimant, upon specific request, whether a particular delivery or a particular customer or recipient of an offer is included in the list.

II. It is hereby ordered that the defendants are jointly and severally liable to compensate the Claimant for all losses she has suffered and will suffer as a result of the acts referred to in paragraph I.1, which have been committed since 26 October 2022.

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III. The defendants are ordered,

1. insofar as they do not fully comply with the orders set out in paragraph I.1 following service of this judgment,

   - to pay to the court a recurring penalty payment of at least EUR 500 for each day of delay in complying with the prohibition on offering, using, importing or possessing the goods, and

   - for each product placed on the market in accordance with paragraph I.1., a recurring penalty payment of at least EUR 500 to the court;

2. insofar as it fails to comply fully with the orders set out in paragraph I.2, I.3 and I.4 following service of the decision, to pay a recurring penalty payment of at least EUR 500 to the court for each day of delay;

3. insofar as they do not fully comply with the orders set out in paragraphs I.5 and I.6 within three weeks of service of the decision, to pay a recurring penalty payment of at least EUR 500 to the court for each day of delay;

whereby the maximum expected penalty payment shall not exceed an amount of EUR 500,000.

IV. In all other respects, the action for infringement is dismissed.

B.
The counterclaim for revocation is dismissed.

C.
The defendants shall bear the costs of the infringement claim and the counterclaim for revocation.

D.
The judgment is immediately enforceable in respect of paragraphs A. I. and III. and C.

E.
The value of the claim in the infringement action is set at EUR 500,000 and the value of the claim in the counterclaim for revocation is set at EUR 750,000.

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Daniel Voß (presiding judge)	
Georg Werner (Legally qualified judge)	
Margot Kokke (Legally qualified judge)	
Uwe Schwengelbeck (Technically qualified judge)	
On behalf of the Deputy-Registrar	

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INFORMATION ON APPEALS

Any party whose applications have been rejected in whole or in part may lodge an appeal against this decision with the Court of Appeal within two months of service of the decision (Article 73(1) of the UPC Agreement, Rules 220.1(a) and 224.1(a) of the RoP).

INFORMATION ON ENFORCEMENT (ART. 82 UPC Agreement, ART. 37(2) EPGS, R. 118.8, 158.2, 354, 355.4 RoP):

A certified copy of the enforceable decision shall be issued by the Deputy-Registrar on application by the enforcing party, Rule 69 of the Rules of Procedure.

This decision was pronounced in open court on 11 November 2026.