



UNIFIED PATENT COURT
COURT OF FIRST INSTANCE
MILAN LOCAL DIVISION
DECISION BY DEFAULT
delivered on 10 July 2026

Headnotes

The subjective element - i.e. whether or not the defendant was aware of the infringement - is important in determining the extent of damages, as set out in Article 68, para 1 and 4, UPCA. Indeed, in the first case the Court shall order the infringer to pay the injured party damages appropriate to the harm actually suffered by that party as a result of the infringement. In the second case the Court may order the recovery of profits or the payment of compensation._

The deliberate copying of the opposing party's Patent, coupled with continued infringement in defiance of the Court's order, makes this awareness all the more apparent and enables the Court to grant the remedies provided for in the aforementioned Article 68, para 1, UPCA.

The Court considers the subjective element when making interim awards for damages, as this involves an initial assessment of the same damages.

Keywords Decision by default, damages; interim awards for damages

CLAIMANT

CARDO SYSTEMS

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RESPONDENTS

1. SHENZHEN ASMAX INFINITE TECHNOLOGY Co. Ltd.

Registered Offices and Address for Service: Room 908, Building 2, Aviation & Space Building, No. 53 Gaoxin South 9th Road, Gaoxin Community, Yuehai Street, Nanshan District - 518063 - Shenzhen – China

2. HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited

Registered Offices: Unit B, 13/F, Shing Lee Commercial Building, No. 8, Wing Kut Street, Central 00000 – Hong Kong – Hong Kong Postal Address for Service Unit B, 13/F, Shing Lee Commercial Building, No, Wing Kut Street, Central 00000 – Hong Kong – Hong Kong

PATENT AT ISSUE

Patent no. EP 4 240 194 (CARDO Systems Ltd. Patent proprietor)

DECIDING JUDGE

Pierluigi Perrotti	Presiding judge
Alima Zana	Judge rapporteur
Samuel Granata	Legally qualified judge

LANGUAGE OF PROCEEDINGS

English

SUMMARY OF FACTS

1. CARDO SYSTEMS (below CARDO) is a leader in the field of Bluetooth and Dynamic Mesh Communication (DMC) and entertainment systems for motorcyclists. The innovation of CARDO is protected by a large amount of Patent right, successfully commercialized by CARDO all over the world. CARDO's devices incorporating this innovation is being sold today in over 100 countries.
2. CARDO is the proprietor of the Patent EP 4240194 (below only Patent or EP' 194), titled "*Fastening device, head-protective gear with such a fastening device*". The Patent was filed

on 4 November 2021 and granted on 9 October 2024, with unitary effect granted on 30 October 2024, whose innovative technical solutions have been incorporated into the Packtalk Edge and Packtalk Pro products, marketed by CARDO.

3. On 16 December 2024, CARDO filed an application for provisional measure against two defendants:

(i) Hong Kong Yiheng International Technology Co. Ltd (below Hong Kong Yiheng)

(ii) Shemzhen Asmax Infinite Technology Co., Ltd (below Shenzhen Asmax):

claiming that the products Z1-ASMAX and F1-ASMAX and further variations of these products such as Plus, Pro and Pro Max versions thereof - would interfere with the scope of protection granted by the Patent.

4. The proceedings on the merits follow the application made pursuant to Articles 60(5) and 62 UPCA and R. 206.3 RoP. This Court granted the injunction on 5 November 2024 without hearing the other party. The injunction was served by CARDO on the defendants on 6 November 2024 by a bailiff at the EICMA trade fair in Milan (case no. 643/2024), prior to the commencement of the proceedings on the merits (R. 208.2 ROP). The order was not appealed.
5. In the proceedings of the merits, the service against Hong Kong Yiheng – domiciled Unit B, 13/F, Shing Lee Commercial Building, No. 8, Wing Kut Street, Central, 00000, Hong Kong, HK- was successfully completed on the second attempt on 29 May 2025.
6. On the contrary, the service against Shemzhen Asmax -domiciled in Room 908, Building 2, Aviation & Space Building No. 53 Gaoxin South 9 the Road, Gaoxin Community, Yuehai Strett, Nanshan District 5180063, Shenzhen, CN- failed twice, on 16 January 2025 and on 26 May 2025.
7. By order issued on 12 December 2025, the judge rapporteur stated that the steps already taken to bring the statement of claim to the attention of Shemzhen Asmax Infinite Technology Co., constitute valid service.
8. The three-month period for filing a statement of defence and reply pursuant to R. 23 RoP has expired. There is also no indication in the electronic case file that the defendants have entered an appearance.
9. On 5 May 2026, therefore, CARDO requested that a default judgement be issued pursuant to R. 355.1(a) and .3, and that all its claims against the defendants be upheld.

DECISION SOUGHT BY THE CLAIMANT

10. CARDO requests the Court to:

a) grant the relief sought in the SoC by way of a decision by default and be served on the Defendants at their registered addresses;

b) order the Defendants, jointly and severally, to pay CARDO's reasonable and proportional costs and other expenses in connection with the present Application for a default judgment pursuant to

Rule 355 RoP, to be further assessed in subsequent proceedings under R. 150 RoP, and pay to CARDO an interim award

of costs and expenses in the amount of EUR 78,000.

c) order that enforcement of the relief granted by the default decision shall not be stayed pending any application under Rule 356 RoP, nor be made subject to the provision of security;

d) order the release of the security in the amount of EUR 100,000.00 to the bank account from which it was originally deposited, upon issuance of the default decision, or, in the alternative, upon expiry of the time limit for appeal against the default decision where no appeal has been lodged by the defendants.

CARDO requests that the Court in a judgment, as far as possible provisionally enforceable

Injunctive relief

a) Prohibits the Defendants, each separately and with immediate effect after service of judgment from making, offering, placing on the market, using, importing or storing for the aforementioned purposes in the territories of the Contracting Member States of the Unified Patent Court (i.e. in the territories of Austria, Belgium, Bulgaria, Denmark, Estonia, Finland, France, Germany, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Portugal, Romania, Slovenia and Sweden).

a combination of a functional unit (102) a receiving unit (104) and a fastening device (100) for releasably fastening said functional unit (102) in a connection direction (C) to said receiving unit (104), said functional unit (102) and said receiving unit (104) each having a longitudinal direction (L), a transverse direction (T) and a height direction (H),

said functional unit (102) further having a functional unit abutment surface (106), and said receiving unit (104) further having a receiving unit abutment surface (108), said functional unit abutment surface (106) and said receiving unit abutment surface (108) being adapted for abutting against each other in the connected state,

said fastening device (100) further comprising at least one pair of magnets (110), at least one functional unit magnet (112) being allocated at or close to the functional unit abutment surface (106), and at least one receiving unit magnet (114) being allocated at or close to the receiving unit abutment surface (108), said magnets 112, 114) of said at least one pair of magnets (110) exerting an attractive force to each other,

said fastening device (100) further comprising at least one mechanical locking unit (130) comprising a functional unit locking element (130a) allocated to the functional unit (102) and a receiving unit locking element (130b) allocated to the receiving unit (104), said locking elements (130a, 130b) being adapted and intended to cooperate with each other, characterized in that said functional unit (102) includes a communication device (154) the at least one mechanical locking unit (130) is designed as a snap- lock unit, comprising at least one catch element (132) and at least one trap element (134), adapted and intended to cooperate with each other, and the fastening device (100) further comprises a securing element (140), said securing element (140) being transferable between a securing position and a releasing position, said securing element (140) being adapted to prevent in its securing position a movement of the functional unit (102) relative to the receiving unit (104) in a detaching direction

(142), while allowing such movement in its releasing position, in a deflection direction of a catch end of the at least one catch element (132) extending substantially parallel to a first direction, namely the transverse direction (T) or the longitudinal

direction (L), the detaching direction extending substantially parallel to a second direction, namely the longitudinal direction (L) or the transverse direction (T), i.e. substantially orthogonal to both, the deflection direction and the connection direction (C), (claim 1 of EP 4 240 194) such as Z1-ASMAX and F1-ASMAX, and any Pro, Pro Max or Plus versions thereof

in the alternative:

wherein at least one of the functional unit magnet (112) and the receiving unit magnet (114) is an active magnet, e.g. a permanent magnet or an electromagnet.

(claim 2 of EP 4 240 194)

in the further alternative:

wherein the positions of the at least one functional unit magnet (112) and of the at least one receiving unit magnet (114) in the connected state when viewed in the connection direction (C) are at least partially overlapping, preferably substantially aligned to each other

(claim 3 of EP 4 240 194)

in the further alternative:

wherein the functional unit abutment surface (106) comprises at least one inclined functional unit abutment surface portion (106a) and the receiving unit abutment surface (108) comprises at least one inclined receiving unit abutment surface portion (108a), being in the connected state of the functional unit (102) and the receiving unit (104) at least partially aligned to said at least one inclined functional unit abutment surface portion (106a)

(claim 5 of EP 4 240 194)

in the further alternative:

wherein at each lateral side of the functional unit (102) and the receiving unit (104) at least one mechanical locking unit (130) is provided

(claim 6 of EP 4 240 194)

in the further alternative:

wherein the at least one trap element (134) is provided with a trap sliding surface (134a) and the at least one catch element (132) is provided with a catch sliding surface (132a), said trap sliding surface (134a) and said catch sliding surface (132a) when sliding along each other elastically deflecting a catch end (132b) of the catch element (132) to a locking preparation position.

(claim 7 of EP 4 240 194)

in the further alternative:

wherein the securing element (140) is provided at, preferably integrally formed with, its allocated unit, namely the receiving unit (104) or the functional unit (102), preferably the receiving unit (104)
(claim 11 of EP 4 240 194)

in the further alternative:

wherein the securing element (140) is formed in a U-shape
(claim 12 of EP 4 240 194)

in the further alternative:

wherein the fastening device (100) further comprises first movement limiting means (142) adapted to prevent the securing element (140) from being moved beyond the securing position and/or second movement limiting means (148) adapted to prevent the securing element (140) from being moved beyond the releasing position
(claim 13 of EP 4 240 194)

in the further alternative:

wherein the fastening device (100) further comprises a stopper surface (150) provided at the receiving unit (104) and a stopper counter-surface (152) provided at the functional unit (102) adapted and intended to cooperate with the stopper surface (150) in order to limit a movement of the functional unit (102) relative to the receiving unit (104) in a direction opposite to the detaching direction (142)
(claim 14 of EP 4 240 194)

in the further alternative:

wherein said communication device (154) uses Bluetooth® technology
(claim 15 of EP 4 240 194)

in the further alternative:

wherein said receiving unit (104) is part of a head protection gear or formed as a separate unit operatively fixable to said head protection gear
(claim 16 of EP 4 240 194)

Declaratory relief

b) declares that Defendants have directly and/or indirectly infringed EP 4 240 194 in Austria, Belgium, Bulgaria, Denmark, Estonia, Finland, France, Germany, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Portugal, Romania, Slovenia and Sweden;

Orders to provide information

c) orders the Defendants individually to provide the lawyers of CARDO within a period of 30 days after service of the judgment pursuant to R. 118(8) RoP:

1) with information on the infringement in the form of a list, structured for each month of a calendar year and by infringing product, including:

- i. the origin and distribution channels of the infringing products;*
- ii. the quantities produced, manufactured, stored, delivered, received or ordered and the prices paid for the infringing products;*
- iii. the identity of all third parties involved in the production or distribution of the infringing products;*

2) the accounting information to verify this information, for each month of a calendar year and for each infringing product, in electronic form that can be accessed using a computer, including:

- i. number of and dates on which the Infringing Products were offered, ordered, delivered and distributed;*
- ii. invoices - or, if not available, delivery bills, or similar documentation - of the individual deliveries,*
indicating the date, quantity, price, and type of the product, as well as names and addresses of the customer for all infringing products sold or otherwise disposed of;
- iii. evidence of advertising carried out, indicating by advertising medium, its distribution, the distribution period and the distribution area; including evidence of such advertising activities;*
- iv. the turnover generated with the infringing acts;*
- v. the costs, including specifying the individual cost factors, and the generated profits; and*
- vi. invoices - or, if these are not available, delivery bills, or similar documentation - and corresponding statements of all expenses incurred by and on which the Defendants rely in calculating its profits.*

3) the accuracy of which shall be audited and certified by a European certified public accountant appointed by CARDO at the Defendants' expense, which certified public accountant shall be bound by the confidentiality obligations towards CARDO, or in the alternative, the correctness of which is confirmed by the submission of an affidavit by the Defendants signed by the CEO of the ASMAX group;

Recall, removal from distribution channels and destruction

d) orders the Defendants to recall and permanently remove from the channels of commerce the Infringing Products, whereby the Defendants shall give a binding undertaking to third parties to reimburse all costs incurred relating to such a recall and removal, and under an obligation to provide CARDO with copies of all recall and removal requests sent to such third parties within 30 days after such requests have been sent; and

e) deliver any Infringing Product in their possession or ownership, directly or indirectly, referred to above, to CARDO at CARDO's instructions for destruction of the Infringing Product.

Penalty

f) orders the Defendants jointly and severally to pay to the Unified Patent Court, for each individual violation of the order under I above in these proceedings, a penalty of EUR 1.000 per infringement (where one infringing act with one Infringing Product is considered a single infringement), or any other amount to be reasonably determined by the Court.

g) orders the Defendants jointly and severally to pay to the Unified Patent Court, for each individual violation of the orders set out in the Order (see Injunction and Delivery Up in the Order), a penalty of EUR 1,000 per infringement (where one infringing act with one Infringing Product is considered a single infringement), or any other amount to be reasonably determined by the Court.

Damages and costs

h) order the Defendants jointly and severally to pay to CARDO damages resulting from the infringement, to be further assessed in subsequent proceedings under R. 125 RoP, and to pay to CARDO an Interim award of damages to the amount of EUR 56.000 expected to cover the expected costs of the procedure for the award of damages.

i) order the Defendants jointly and severally to pay CARDO's reasonable and proportional costs and other expenses incurred by CARDO in the context of these proceedings, including of these proceedings on the merits and the application for provisional measures, including the costs for destruction of the Infringing

Products, to be further assessed in subsequent proceedings under R. 150 RoP, and pay to CARDO an interim award of costs and expenses in the amount of EUR 78.000.

GROUND FOR THE DECISION

Conditions for a decision in default pursuant to Article 37 of the UPCS.

11. As noted in previous cases (e.g. UPC CFI No. 802/2024, Milan Local Division, 19 November 2025; UPC CFI No. 513/2024, Milan Local Division, 8 July 2025), the UPC may issue a default judgment at one party's request where the other party, despite being duly served with the statement of claim, fails to file a written defence or appear at the hearing. Pursuant to R. 355 RoP, a default judgment is possible only if the facts alleged by the claimant justify the measures sought and the defendant's conduct in the proceedings does not preclude it.

Finally, R. 277 RoP requires the Court to verify the regularity of service of the statement of claim in accordance with the prescribed procedures or the defendant's actual receipt of it.

In the present case, three conditions must therefore be met in order to deliver a judgment in default:

- (i) proper service of the statement of claim;
- (ii) the defendant's failure to comply with a procedural time limit; and
- (iii) the adequacy of the facts alleged by the claimant to justify the relief sought, without any obstacles arising from the defendant's conduct in the proceedings.

Service of the statement of claim

12. As said before, the service against Hong Kong Yiheng - domiciled Unit B, 13/F, Shing Lee Commercial Building, No. 8, Wing Kut Street, Central, 00000, Hong Kong, HK - was successfully completed on the second attempt on 29 May 2025, according to The Hague Convention in conformity with article 5.a (see Certificate lodge in the CMS).

13. On the contrary, the service against Shemzhen Asmax failed twice, on 16 January 2025 and on 26 May 2025.

Indeed, the services were rejected by the Chinese central authority with the following reason “*Please use the full name “Hong Kong, China” whenever referring to Hong Kong in documents*”.

The statement of claim was served on Shenzhen Asmax on 12 December 2025, pursuant to the Court’s order of the same date.

14. In particular, the Judge Rapporteur noted that:

- *“Milan Local Division has exhausted the options available to it under the Rules of Procedure for formal service in accordance with Rules 270-274 of the Rules of Procedure, against Shemzhen Asmax Infinite Technology Co., Ltd -domiciled in China Room 908, Building 2, Aviation & Space Building No. 53 Gaoxin South 9 the Road, Gaoxin Community, Yuehai Strett, Nanshan District 5180063, Shenzhen.*
- *The Contracting Member States and outside the EU Service is governed by R. 273 and R. 274.1 RoP.*
- *Regulation n. 2020/1784 (that governs the service and communication of judicial and extrajudicial documents in civil and commercial matters between the Member States of the European Union) does not apply to them, which means that the conditions for applying R. 274.1(a)(i) RoP are not met.*
- *The Hague Service Convention applies since the Asian company has registered offices in China (see R. 274.1(a)(ii) RoP.*
- *At this purpose, according to The Hague Service Convention, if the service is made by the Milan Local Division, article 15(2) is applicable entirely applicable, regardless of any additional requirements for service within each Member State.*

Indeed:

- (i) *the service system in the UPC is uniform. In particular: “The UPC has its own service provisions, next to Regulation 2020/1784 and the Hague Convention. National laws of a Contracting Member State do not take primacy” (UPC Court of Appeal _CoA_ 69/2024, 27.9.2024);*
- (ii) *(ii) participating Members States in the UPC system have also indirectly adopted the rules laid down in the Hague Service Convention by adopting the rules of procedure, without exception, at least with regard to notifications ordered by UPC Courts.*

Indeed “A transmission within the meaning of Article 15(2)(a) of the Hague Convention has taken place, and the reasonable steps under Article 15(2)(c) of the Hague Convention have been taken. The declaration by the Contracting State that its judges may decide the case under Article 15 (1) cited above, even if a certificate of service has not been received, has been implemented by the Contracting States to the UPC by means of Rule 275.2 ROP on the basis of Article 41 UPCA by the decision of the Administrative Committee of July 8, 2022” (see Mannheim Local Division, cited above).

- *In the case at hand, the original proceedings for service pursuant to the Hauge Service Convention was rejected twice (on January, 16, 2025 and on May, 26, 2025).*
- *On May, 26, 2025 the subsequent service pursuant to the Hague Service Convention has finally failed, so that no further attempts at service are necessary.*
- *The reason given by the Chinese authority to refuse the Service (Please use the full name “Hong Kong, China” whenever referring to Hong Kong in documents) is purely formal because:*

(i) it concerns the incorrect indication of the first defendant's domicile as Hong Kong (and not China), to which the notification was successfully made;

(ii) *The UPC cannot amend the text of the writ of summons, but only the notification report, which is correct.*

- Therefore, the service shall be considered complete.

-The Milan Local Division complied with the formal requirements of the Convention. In particular:

- a. *The service report against Shemzhen Asmax Infinite Technology Co., Ltd, is correct under the art. 5.1. a. The Hague Convention Service.*

Exclusively those against the other defendant was initially wrong; it was corrected after the first attempt using the complete denomination "Hong Kong Sar". Indeed, the second attempt of the service was successful, nothing arguing the Honk Hong central Authority.

The Service was transmitted via the Electronic Portal set up by the Chinese Authorities-International Legal Cooperation Center (ILCC) Ministry of Justice to receive the notification under The Hauge Service Convention, as Authority designated by China, HICCH Member and contracting party (art. 6).

- b. *the request pursuant to Article 3 of the Hague Convention was transmitted in two copies uploaded to the electronic portal created by the Chinese Central Authority and in accordance with the attached template, in both English and Chinese, as the document to be served (Art 7 the Hague Convention);*
c. *the terminology used in the address for service was correct according to the opinion of the receiving agency.*
d. *the statement of claim was submitted in two copies in English and Chinese language (Art. 5 (1) and (3) the Hague Convention).*
e. *the cover letters generated by the CMS together with the access code were not duplicated is irrelevant,*
f. *It is irrelevant the fact that the annexes to the statement of claim were enclosed in a single copy.*

- This is because these documents are not an integral part of the document to be served (...) (see Mannheim Local Division, cited above).

- Furthermore, the designation of the defendant's business address as being in "Hong Kong" used by the plaintiff has not precluded the service.

-By its statements and return of the documents to be served, the receiving agency has made it clear that service will not take place without the requested changes. This is contrary to the obligations under the Hague Service Convention. Since the refusal is serious and final, there is no need for a new attempt at transmission, nor is the time limit of Art. 15 (2)(b) The Hague Convention to be observed in this case.

- Ad pointed out by the Court of Appeal "A defendant company in China or Hong Kong cannot be served a Statement of claim by email to a person who is not authorised to accept service. Neither can such service be made by public service in the form of a written notice to be displayed in the publicly accessible premises of a UPC Local Division at this stage. Attempts to serve in China by any method provided for by the Hague Convention pursuant to R.274.1(a)(ii) RoP shall normally be made before service by other means (R.274.1(b) RoP) or by alternative methods or at an alternative place (R.275 RoP) is permitted" (Case number UPC_CoA_69/2024)".

-That said, whether all formal attempts at service have failed, it is necessary to ensure that the proceedings proceed expeditiously.

- In this case, the claimant did not suggest any alternative means of service (the Registrar had informed him that attempts at service had been unsuccessful and invited him to suggest alternative methods if necessary). Instead, CARDO requested that the attempts be declared valid service.

Therefore, the wording of the motion can also be interpreted as encompassing service pursuant to Rule 275.2 of the Rules of Procedure.

-As is well Known, in cases of serious and definitive refusal following an actual attempt at service, no further attempt is necessary.

In the case at hand, postal service by regular mail is not a suitable alternative method because China opposed to the possibility of postal service (Art. 10(a) HCCH) and service by electronic means such as email does also not appear to be possible in China without consent (Court of Appeal, order dated July 29, 2024 – CoA 69/2024 and CoA 70/2024, GRUR-RS 2024, 18501 marg. no, 36 – NEC v. TCL)

In conclusion, it must be ordered that the steps already taken as described above constitute legally valid service.

Otherwise, service would be impossible.

- In order to enable the defendant to take note of the present decision even without service, it is necessary to order that a separate reference to the present order be made on the court's publicly accessible website.

Formal service of the present order pursuant to Rule 276.1 ROP is not necessary.

Such service would inevitably have failed due to the same obstacles that led to the issuance of the present order.

15. Therefore, the Judge rapporteur ordered as following:

A. the steps already taken to bring the statement of claim in case ACT_CFI UPC_CFI_766/2025. to the attention of the defendant Shenzhen Asmax Infinite Technology Co., constitute valid service;

B. this order shall be referred to on the court's website in the following wording, stating the names of the parties and the file number, so that the order can be found among the decisions published on the website:

"In the proceedings introduced by CARDO against Hong Kong Yiheng International Technology Co. Ltd and Shenzhen Asmax Infinite Technology Co., UPC_CFI 766/2024. an order replacing formal service was issued by the Local Chamber in Milan on December, 12, 2025.

The deadline for filing the statement of defence was missed.

16. The defendants have not accessed the case file in the CMS through a representative, nor have they filed a statement of defence (or any other written defence) within the time limits set out in the RoP.

17. The three-month deadline for filing the Statement of Defence expired on 29 August 2025 for Hong Kong Yiheng and on 12 March 2026 for Shenzhen Asmax. Neither party filed a Statement of Defence within the prescribed time limit.

Accordingly, both Hong Kong Yiheng and Shenzhen Asmax failed to take a procedural step within the time limit prescribed by the RoP. Therefore, CARDO requests the Court to grant the relief sought in the statement of claim by way of a default decision.

The facts set out by the claimant justify the relief sought

18. R. 171.2 RoP on the principle of non-contestation of facts does not apply: the burden of specific contestation rests solely with the party actively exercising the right of defence, rather than with the absent party. Default is therefore a neutral procedural circumstance which cannot bring proceedings to a standstill or prejudice the claimant's right to a hearing, provided it is established that the defendant was duly notified of the proceedings.

R. 355.2 RoP, read in conjunction with Article 54 UPCA, excludes the automatic granting of claims.

19. Therefore, even in the event of default, the facts on which the claim is based must be proven sufficiently to justify the measures sought. In the present case, the Court considers that this standard of proof has been met.

The Patent at issue

The claims

20. The Patent is titled “*Fastening device, head-protective gear with such a fastening device*”. After the Patent was filed on 4 November 2021, it was published on 9 October 2024. It claims priority of PCT/IB2020/060404 (5 November 2020). The PCT application WO 2022/097063 has been published on 12 May 2022.

During the EPO examination, only three prior art documents (US 2014/173811 A1, US 2015286 117 A1 and US 2006/133068 A1.) were identified. CARDO submitted that none of them disclose the combined use of magnets, snap-lock components, and a securing element functioning both for fastening and for releasing the unit. The EPO accepted this argument, considering that the Patent successfully addressed and overcame the technical issues previously present in the industry.

The Unitary effect has been granted on 30 October 2024.

21. In particular, independent claim 1 (divided into features) and dependent claims 2, 3, 5-7 and 11-15 of the Patent provide as follows:

Claim 1

1.1. A combination of a functional unit (102) a receiving unit (104) and a fastening device (100) for releasably fastening said functional unit (102) in a connection direction (C) to said receiving unit (104),

1.2. said functional unit (102) and said receiving unit (104) each having a longitudinal direction (L), a transverse direction (T) and a height direction (H),

1.3. said functional unit (102) further having a functional unit abutment surface (106), and said receiving unit (104) further having a receiving unit abutment surface (108), said functional unit abutment surface (106) and said receiving unit abutment surface (108) being adapted for abutting against each other in the connected state,

1.4. said fastening device (100) further comprising at least one pair of magnets (110), at least one functional unit magnet (112) being allocated at or close to the functional unit abutment surface (106), and at least one receiving unit magnet (114) being allocated at or close to the receiving unit abutment surface (108),

1.5. said magnets (112, 114) of said at least one pair of magnets (110) exerting an attractive force to each other;

1.6. said fastening device (100) further comprising at least one mechanical locking unit (130) comprising a functional unit locking element (130a) allocated to the functional unit (102) and a receiving unit locking element (130b) allocated to the receiving unit (104), said locking elements (130a, 130b) being adapted and intended to cooperate with each other, characterized in that

1.7. said functional unit (102) includes a communication device (154)

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

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

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

Claim 2

The combination according to claim 1, wherein at least one of the functional unit magnet (112) and the receiving unit magnet (114) is an active magnet, e.g. a permanent magnet or an electromagnet.

Claim 3

The combination according to claim 1 or 2, wherein the positions of the at least one functional unit magnet (112) and of the at least one receiving unit magnet (114) in the connected state when viewed in the connection direction (C) are at least partially overlapping, preferably substantially aligned to each other

Claim 5

The combination according to any of the preceding claims, wherein the functional unit abutment surface (106) comprises at least one inclined functional unit abutment surface portion (106a) and the receiving unit abutment surface (108) comprises at least one inclined receiving unit abutment surface portion (108a), being in the connected state of the functional unit (102) and the receiving unit (104) at least partially aligned to said at least one inclined functional unit abutment surface portion (106a).

Claim 6

The combination according to any of the preceding claims, wherein at each lateral side of the functional unit (102) and the receiving unit (104) at least one mechanical locking unit (130) is provided.

Claim 7

The combination according to any of the preceding claims, wherein the at least one trap element (134) is provided with a trap sliding surface (134a) and the at least one catch element (132) is provided with a catch sliding surface (132a), said trap sliding surface (134a) and said catch sliding surface (132a) when sliding along each other elastically deflecting a catch end (132b) of the catch element (132) to a locking preparation position.

Claim 11

The combination according to any of the preceding claims, wherein the securing element (140) is provided at, preferably integrally formed with, its allocated unit, namely the receiving unit (104) or the functional unit (102), preferably the receiving unit (104).

Claim 12

The combination according to any of the preceding claims, wherein the securing element (140) is formed in a U-shape.

Claim 13

The combination according to any of the preceding claims, wherein the fastening device (100) further comprises first movement limiting means (142) adapted to prevent the securing element (140) from being moved beyond the securing position and/or second movement limiting means (148) adapted to prevent the securing element (140) from being moved beyond the releasing position.

Claim 14

The combination according to any of the preceding claims, wherein the fastening device (100) further comprises a stopper surface (150) provided at the receiving unit (104) and a stopper counter-surface (152) provided at the functional unit (102) adapted and intended to cooperate with the stopper surface (150) in order to limit a movement of the functional unit (102) relative to the receiving unit (104) in a direction opposite to the detaching direction (142).

Claim 15

The combination according to any of the preceding claims, wherein said communication device (154) uses Bluetooth® technology.

Claim 16

The combination according to any of the preceding claims, wherein said receiving unit (104) is part of a head protection gear or formed as a separate unit operatively fixable to said head protection gear.

22. As clarified in this Court’s previous case law, when a decision is made by default, it is not necessary to assess the invalidity of the Patent since the Court does not have the procedural power to raise that issue *ex officio*.

This approach is consistent with the position expressed by the Court of Justice of the EU, which is that “*European Patents filed are presumed to be valid from the date of publication of their grant*” (see Case C-44/21 Phoenix Contact GmbH & Co. KG, para. 41).

Interpretation of the Patent

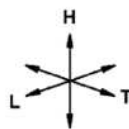
23. Regarding the interpretation of the Patent and as already specified in the application for provisional measures, the description states the following:

I. The Patent discloses a fastening system between a functional unit (102) and a receiving unit (104) configured to ensure reliable fastening and easy release (§§ 0004–0005).

According to paragraph [0037], fastening occurs by approaching the functional unit (102) toward the receiving unit (104) in the connection direction (C), which extends substantially parallel to the height direction (H).

The Patent teaches that the fastening device is adapted and intended to releasably fasten a functional unit to a receiving unit. Both, the functional unit and the receiving unit, are three-dimensional bodies extending in a longitudinal direction L, transverse direction T and a height direction H.

See figures 1-4 where these directions are indicated by the following graphic:



Since the height direction (H) is orthogonal to the longitudinal direction (L):

- (i) the connection direction (C) is therefore perpendicular to the longitudinal direction (L).
- (ii) in contrast, both paragraph [0025] and paragraph [0052] specify that the detaching direction (D) extends substantially parallel to the longitudinal direction (L). This geometric distinction is fundamental to the operation of the fastening device.

II. The device implements at least one pair of magnets (110), arranged respectively in the functional unit (112) and the receiving unit (114), which produce attractive forces when brought into proximity, thereby producing a self-centering effect that guides the functional unit into the correct aligned position relative to the receiving unit and ensures stable retention once connected (§ 0006). Correct positioning is further assisted by inclined abutment surface portions (106a, 108a) that guide the units into alignment (paras. [0005] - [0015]).

III. This magnetic assistance is supplemented by corresponding inclined abutment surfaces formed on both units, which, in the connected state, align to improve positional accuracy and enhance the reliability of the fastening (§ 0015).

IV. The fastening is further secured by a mechanical locking (130) arrangement including cooperating locking elements provided on the functional unit and the receiving unit (§ 0018).

V. Further, a movable securing element is provided, which is selectively transferable between a securing position, in which detachment is prevented, and a releasing position, in which separation is permitted, thereby ensuring a controlled balance between safety of retention and ease of release (§ 0026).

The defendants and the alleged infringement

The defendants

24. Shenzhen Asmax is a Chinese company that is active in the market of Bluetooth motorcycle communication devices.

This company:

- is a holder of the European trademark ASMAX (Exhibit BB08).
- is responsible for ASMAX's official website asmaxworld.com where inter alia the following products are being offered: F1-ASMAX, F1-ASMAX Pro, F1-ASMAX Pro Max, F1-ASMAX Plus, Z1-ASMAX and Z1-ASMAX Plus (below also referred to as Infringing Products, see Exhibit BB04, BB05 and BB15).
- is the manufacturer of the Infringing Products, as inter alia indicated on the product packaging of Z1-ASMAX and F1-ASMAX (Exhibit BB20);
- has participated also in the annual motorcycle trade show, EICMA, held in Milan, Italy (Exhibit BB09).

25. Hong Kong Yiheng is a company that is trading under the name "ASMAX World". This company offered and sold inter alia Z1-ASMAX and F1-ASMAX products on the e-commerce platform Amazon across multiple countries, including Italy, The Netherlands, Germany and France (see for example Exhibit BB10 for Amazon.de and Amazon.it). HK Yiheng still offers and sells inter alia Z1-ASMAX and F1-ASMAX on the world-wide e-commerce platform Amazon.com and ships them to multiple countries, including all Contracting Member States (Exhibit BB11).

Defendants' products

26. The competent products of the ASMAX-group (which would fall under the scope of the Patent — see hereafter) are the following: "Z1-ASMAX", "F1-ASMAX" and further variations of these products such as "Plus", "Pro" and "Pro Max" models (hereafter referred to as the "Infringing Products").

Claims infringed

27. Z1-ASMAX and F1- ASMAX fall under the scope of protection of the Patent as following.

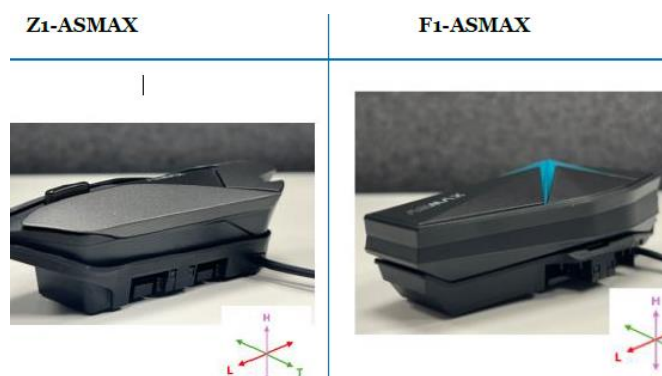
Claim 1

28. Regarding feature 1.1, they comprise a combination of a functional unit, a receiving and a fastening device:



Z1-ASMAX and F1-ASMAX have such a fastening device for releasably fastening the functional unit to the receiving unit. The releasable fastening takes place in a connection direction (C) (see for example (C) in Fig. 1 of the Patent) which follows inherently from inter alia the use of the magnets in Z1-ASMAX and F1- ASMAX according to claim 1.

29. As Regard to feature 1.2., the functional unit and the receiving unit of Z1-ASMAX and F1-ASMAX have a longitudinal direction (L), a transverse direction (T) and a height direction (H), as following pictures:



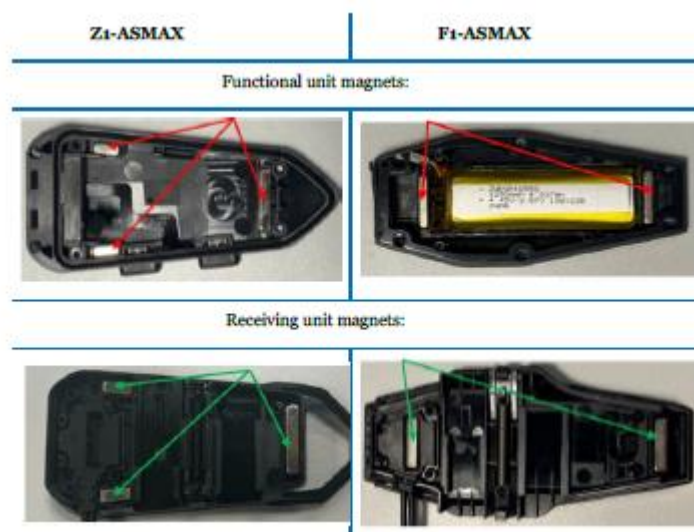
30. Passing to feature 1.3, the functional unit and the receiving unit of Z1-ASMAX and F1-ASMAX have a functional unit abutment surface and a receiving unit abutment surface respectively:



A functional unit abutment surface and a receiving unit abutment surface of Z1-ASMAX and F1-ASMAX are adapted for abutting against each other in the connected state:



31. Regarding feature 1.4. The fastening device of Z1-ASMAX has three pairs of magnets and the fastening device of F1-ASMAX has two pairs of magnets. In each pair of the magnets at least one functional unit magnet is allocated at or close to the functional unit abutment surface and at least one receiving unit magnet is allocated at or close to the receiving unit abutment surface:



32. Passing to feature 1.5, the pairs of magnets of Z1-ASMAX and F1-ASMAX exert an attractive force to each other (see Exhibit BB02, with the screen shots of ASMAX's official website and Quick start guides website; see Exhibit BB19 where ASMAX advertises "magnetic mount" of the Z1-ASMAX and F1-ASMAX and see Exhibit BB06)).

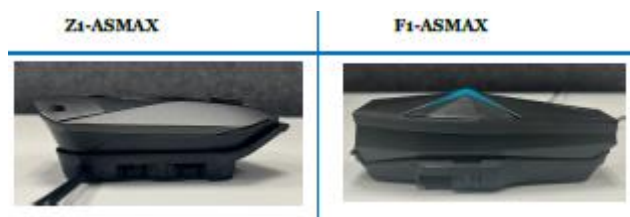
The advertised magnetic mount would not work, if the magnets (of at least one pair of the magnets) of Z1-ASMAX and F1-ASMAX would not exert an attractive force to each other.



33. As regards to feature 1.6., the fastening device of Z1-ASMAX and F1-ASMAX comprises two mechanical locking units, each of such units with a functional unit locking element allocated to the functional unit and a receiving unit locking element allocated to the receiving unit, as illustrated below:

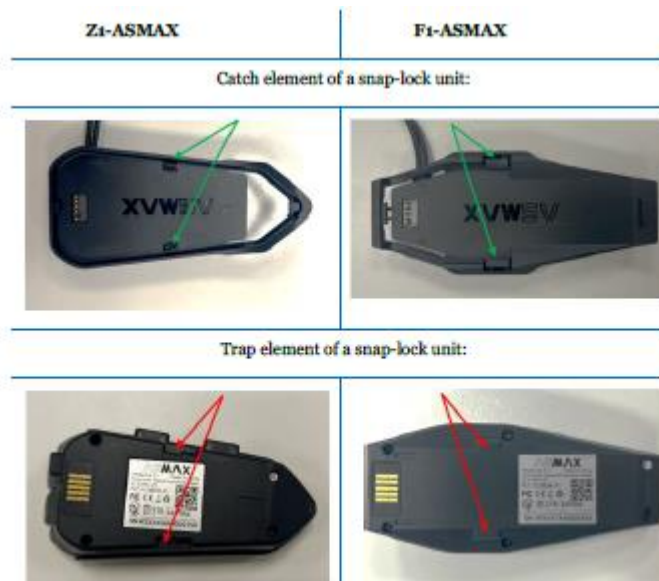


The functional unit locking elements and the receiving unit locking elements of Z1-ASMAX and F1-ASMAX are adapted to and cooperate with each other. This is shown below as the functional unit and the receiving unit are in a connected state:



34. Passing to feature 1.7, the functional unit of Z1-ASMAX and F1-ASMAX includes a communication device (see the screen shots of ASMAX's the official website (Exhibit BB04) and Quick start guides for both products (Exhibit BB19).

35. Regarding feature 1.8, the mechanical locking units of Z1-ASMAX and F1-ASMAX are designed as a snap-lock unit with a catch element and a trap element, which are adapted and intended to cooperate with each other:



36. As regards to feature 1.9, CARDO has underlined that an exemplary embodiment of claim 1 is further depicted in Figure 4 of the Patent where it can also be seen that securing element 140 can be pushed down by the user (to the position with the dotted lines) enabling the release of the receiving unit from the securing unit, as described in among others paragraph [0055] of the Patent. That said, the fastening device of Z1-ASMAX and F1-ASMAX has a securing element.



This securing element is being transferable between a securing position and a releasing position and is adapted to prevent in its securing position a movement of the functional unit relative to the receiving unit in a detaching direction, while allowing such movement in its releasing position. The securing element can be pushed down by the user and then the functional unit can be released from the securing unit, as illustrated below.



37. As regards to feature 1.10, a deflection direction of a catch end of the catch element of Z1-ASMAX and F1-ASMAX extends substantially parallel to the transverse direction (T) and the detaching direction extends substantially parallel to the longitudinal direction (L), i.e. substantially orthogonal to the deflection direction and the connection direction (C). A deflection direction and the detaching direction are illustrated below with red and green arrows respectively.



Claim n. 2

38. As regards to claim 2, from paragraphs above, it follows that Z1-ASMAX and F1-ASMAX have the combination according to claim 1.

Furthermore, at least one of the functional unit magnet and the receiving unit magnet is also an active magnet, as the pairs of magnets of Z1-ASMAX and F1-ASMAX exert an attractive force to each other.

Therefore, claim 2 is infringed.

Claim 3

39. Passing to claim 3, from paragraphs s above, it follows that Z1-ASMAX and F1 ASMAX have the combination according to claims 1 and 2.

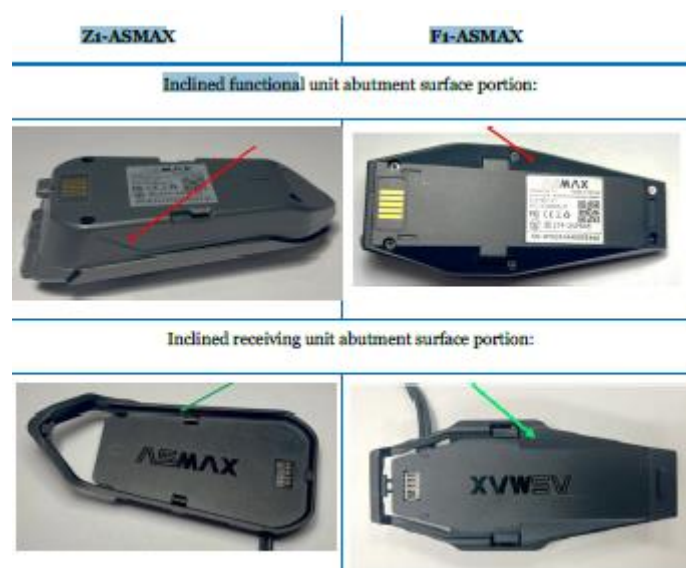
Furthermore, the functional unit magnets and the receiving unit magnets of Z1-ASMAX and F1-ASMAX are (at least partially) overlapping and are substantially aligned to each other, when in the connected state and viewed in the connection direction (C), as shown below.



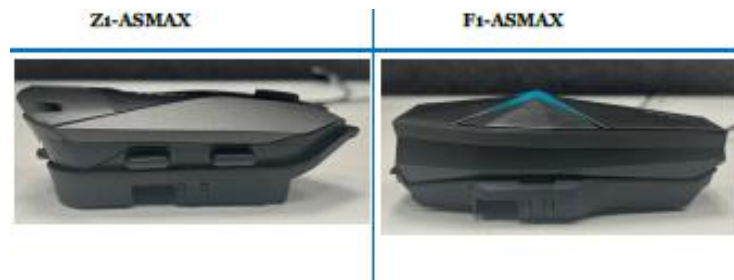
Claim 5

40. As regards to claim 5, from paragraphs set forth above it follows that Z1-ASMAX and F1-ASMAX have the combination according to claims 1-3.

Furthermore, the functional unit abutment surface of Z1-ASMAX and F1-ASMAX has inclined functional unit abutment surface portions and the receiving unit abutment surface of Z1-ASMAX and F1-ASMAX has inclined receiving unit abutment surface portions. One of inclined functional unit abutment surface portions is illustrated below and indicated with red arrows while one of the inclined receiving unit abutment surface portions is illustrated and indicated below with green arrows:



When the functional unit and the receiving unit of Z1-ASMAX and F1-ASMAX are in the connected state, inclined receiving unit abutment surface portion is (at least partially) aligned with inclined functional unit abutment surface portion:



Claim 6

41. Regarding claim 6, from paragraphs above it follows that Z1-ASMAX and F1-ASMAX have the combination according to claims 1-3 and 5.

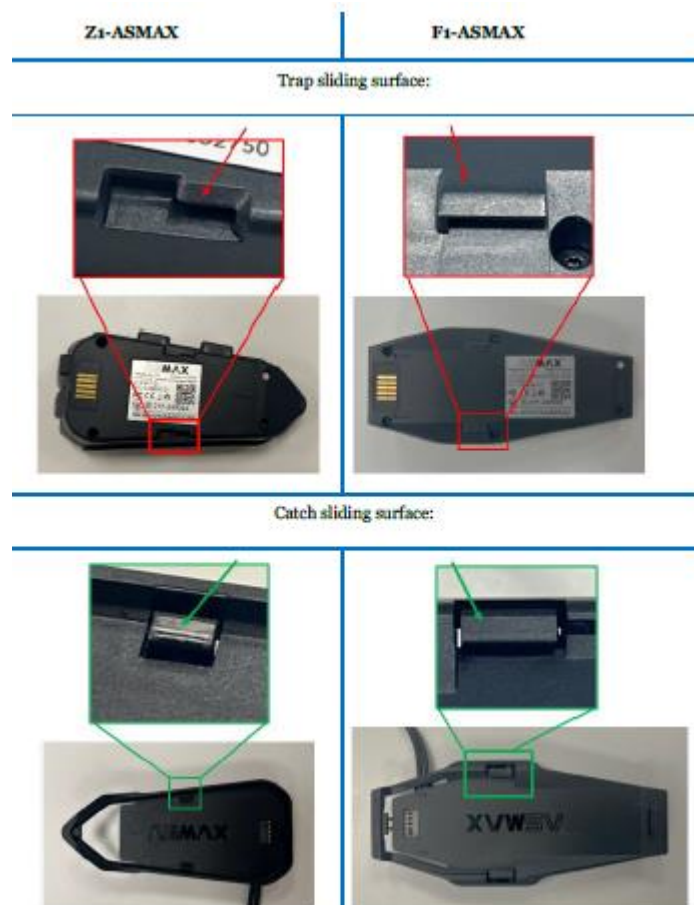
Furthermore, there is a mechanical locking unit provided on each lateral side of the functional unit and the receiving unit in Z1-ASMAX and F1-ASMAX, as it can be seen in the following pictures.



Claim 7

42. Passing to claim 7, from paragraphs set out above it follows that Z1-ASMAX and F1-ASMAX have the combination according to claims 1-3, 5 and 6.

Furthermore, Z1-ASMAX and F1-ASMAX have also (at least one) trap element provided with a trap sliding surface and (at least one) catch element provided with a catch sliding surface.

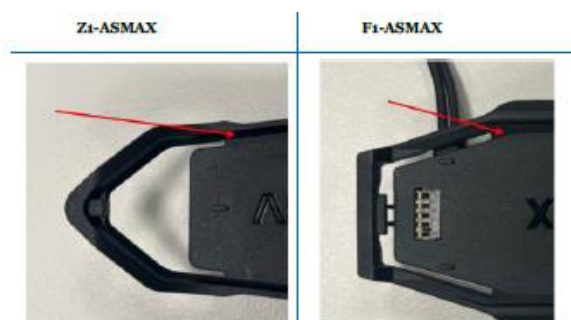


The trap sliding surface and catch sliding surface of Z1-ASMAX and F1-ASMAX when sliding along each other elastically deflecting a catch end of the catch element to a locking preparation position.

Claim 11

43. Regarding claim 11, according to above considerations, it follows that Z1-ASMAX and F1-ASMAX have the combination according to claims 1-3 and 5-7.

Furthermore, the security element of Z1-ASMAX and F1-ASMAX is integrally formed with the receiving unit as following pictures.



Claim 12

44. Claim 12 is infringed by F1-ASMAX.

Indeed, according to above considerations, it follows that Z1-ASMAX and F1-ASMAX have the combination according to claims 1-3, 5-7 and 11.

Furthermore, the security element of F1-ASMAX is formed in a U-shape, as explained in para 43 and related pictures.

Claim 13

45. Passing to claim 13, from the above considerations it follows that Z1-ASMAX and F1-ASMAX have the combination according to claims 1-3, 5-7, 11 and 12.

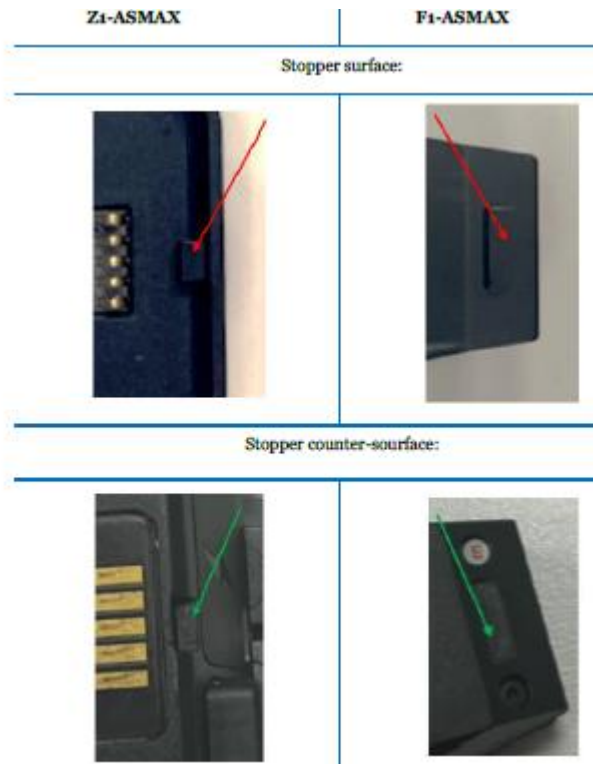
Furthermore, the fastening device of Z1-ASMAX and F1-ASMAX has movement limiting means adapted to prevent the securing element from be moved beyond the securing position as following pictures.



Claim 14

46. Passing to claim 14, first of all, from the above consideration it follows that Z1-ASMAX and F1-ASMAX have the combination according to claims 1-3, 5-7 and 11-13.

Furthermore, the fastening device of Z1-ASMAX and F1-ASMAX has a stopper surface at the receiving unit and a stopper counter-surface at the functional unit as below:



Furthermore, the stopper counter-surface of Z1-ASMAX and F1-ASMAX is adapted and cooperates with the stopper surface limiting a movement of the functional unit relative to the receiving unit in a direction opposite to the detaching direction. Following pictures show when the functional unit and the receiving unit are in a connected state:



Claim 15

47. Passing to claim 15, from the above considerations it follows that Z1-ASMAX and F1-ASMAX have the combination according to claims 1-3, 5-7 and 11-14.

The communication device of Z1-ASMAX and F1-ASMAX uses Bluetooth® technology. ASMAX advertises this feature in its marketing and instruction materials (see Exhibit BB04 and BB19).

Claim 16

48. From the above considerations, it follows that Z1-ASMAX and F1-ASMAX have the combination according to claims 1-3, 5-7 and 11-15.

Furthermore, the receiving unit of Z1-ASMAX and F1-ASMAX is a separate unit operatively fixable to the head protection gear, as illustrated in the Quick start guide of both products (Exhibit BB19).



Conclusions

49. All features of claim 1, 2, 3, 5, 6, 7, 11 (F1-ASMAX), 12, 13, 14, 15 and 16 are therefore present. The Infringing Products fall within the scope of protection of the Patent.

“Plus”, “Pro” and “Pro Max” models

50. The Pro, Pro Max and Pro Max Plus models are technically the same as Z1-ASMAX and F1-ASMAX not only in terms of PCB and circuit but also in terms of structure and internal models (see Exhibit BB16).

51. For this purpose, CARDO lodged photos of F1-ASMAX and Pro models of F1-ASMAX purchased on the Asian Market (see Exhibit BB17) and photos of the disassembled state (see Exhibit BB 18), confirming the infringement.

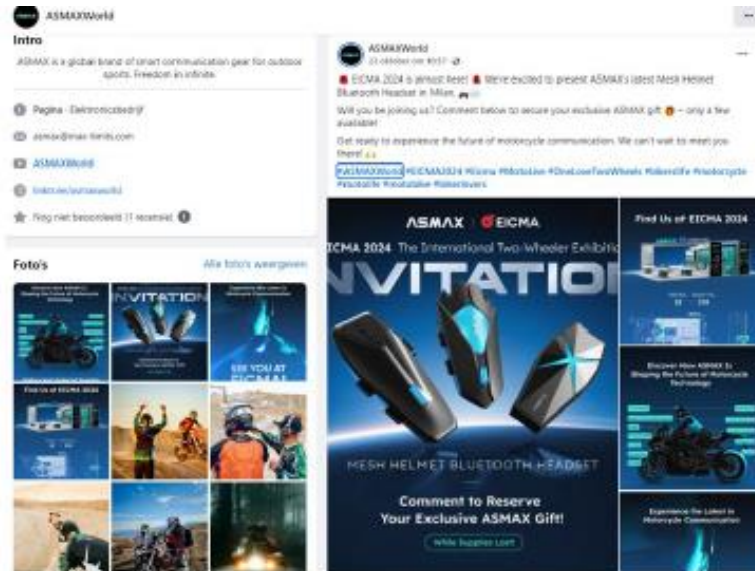
Defendants’ acts of infringements

52. CARDO has provided sufficient evidence of the actual promotion of the defendants’ products which reproduce the characteristics of the Patent as follows:

(i) CARDO has purchased the Infringing Products in Italy and the Netherlands on 29 October 2024 (which were delivered on 29 October 2024). At this purpose, CARDO submits the purchase invoices as Exhibit BB09.

(ii) ASMAX-group had started the roll-out of the “Plus”, “Pro” and “Pro Max” models of the Z1-ASMAX and F1-ASMAX through its websites (Annex BB03).

The Court finds that the presentation of the Infringing Products on the social media platforms (such as Instagram and Facebook) regarding its participation (and invitation) to the EICMA-event is an indication of this roll-out:



(iii) Shenzhen Asmax has participated also in the annual motorcycle trade show EICMA, held in Milan, Italy (Exhibit BB09). The event took place from November 5 to 10, 2024. During this trade fair, Shenzhen Asmax has offered, placed on the market and used Z1-ASMAX and F1-ASMAX as well as further variations of these products such as Plus, Pro and Pro Max versions.

As noted in the bailiff's reports (Exhibit BB14), ASMAX group's staff members delivered:

- 2 F1-ASMAX products and 50 F1-ASMAX advertising samples;
- 9 Z1-ASMAX products;
- 50 brochures promoting also the F1-ASMAX and Z1 ASMAX products;
- 1 advertising poster showing F1-ASMAX products.

(iv) Infringing acts continue; indeed, despite the order of 6 November 2024, by which the UPC prohibited the ASMAX group from manufacturing, offering, placing on the market and using the infringing products, as well as from importing and storing the infringing products even in December 2024, the ASMAX group continued to offer the infringing products on the Amazon.com website under the name "ASMAX World US", with the option to have the products delivered to all contracting Member States, including Italy, The Netherlands, France and Germany (Annex BB11).

For this purpose, CARDO purchased Z1-ASMAX and F1-ASMAX on Amazon.com on 29 November 2024 with delivery to Italy. CARDO attached the invoice for this purchase to confirm the above (see Exhibit BB26).

REMEDIES

53. Pursuant to Article 64(4) UPCA In considering a request for corrective measures, the Court shall take into account the need for proportionality between the severity of the infringement and the remedies to be ordered.

Declaration relief

54. Taking all of the above into account, the claim that the defendants infringed the Patent must

be upheld in accordance with Article 64(2)(a) UPCA.

Injunction relief

55. Taking into account the particularly pervasive nature of the infringement, involving sales via the internet and display at the most important international trade fair in the sector, the severity of the infringement justifies the issuance of an injunction against the defendants aimed at prohibiting the continuation of the unlawful conduct, pursuant to Articles 25 and 63 UPCA read together.

Furthermore, the injunction is necessary because, as said before, infringing acts continue.

The ASMAX Group, particularly Shenzhen Asmax, continues to market and offer infringing products on its English-language website, which is targeted at the Contracting Member States.

By doing so, the ASMAX Group is infringing the UPC Order.

56. This circumstance is sufficient to expose CARDO to the objective risk of direct, immediate and likely irreversible erosion of its market share, to its detriment, and is therefore sufficient to justify the granting of the requested injunction.

EP'194 is a European patent with unitary effect, with unitary effect registered on 30.10.2024. Accordingly, the injunction order is effective throughout the territory of all current Contracting Member States, in accordance with Articles 3 and 5 of EU Regulation no. 1257/2012.

Recall, removal from the distribution channels and destruction

57. As said above, infringing goods are being sold on the market.

For this reason and having reaffirmed its assessment of the severity of the infringement, the Court considers it proportionate to issue an order for the withdrawal of the infringing products from channels of commerce and their subsequent destruction. This is to be carried out by the defendants at their own expense within 30 days of this decision being served, as provided for in Articles 68(2)(b) and 64(3) UPCA.

According to art. 64(2) UPCA, defendants are ordered to destroy at their own expenses the infringing products and are ordered to provide CARDO with proof of their withdrawal from the market and destruction within 30 days of CARDO sending such requests.

Publication

58. In accordance with Article 80 UPCA, the Court orders that this decision be published by CARDO and at the defendants' expense in the manner set out in the operative part. This publication will be in addition to the usual publication of decisions of the UPC in a dedicated section of the institutional website. The need to disseminate the contents of this judgment more widely is linked to the severity of the infringement of the Patent holder's exclusive rights, which has been emphasised repeatedly.

Penalty

59. Pursuant to the combined provisions of Article 63(4) UPCA and R. 354.3 RoP, the Court may impose a financial penalty on a party that fails to comply with an order set out in its decision. This penalty is payable to the Court itself. The amount of such a penalty is determined by considering the importance of the order in question.

According to the case law of the Court of Justice of the EU, the principle of proportionality must also govern sanctions, and therefore the amount of such a penalty must be determined by taking into account:

- a) its nature.
- b) the principle of proportionality.

This assessment must be based on all the evidence gathered in the specific case (see UPC CFI No. 230/2023, LD Paris, order of 30 January 2024; see also UPC CFI Case No. 241/2023, LD Milan, decision of 4 November 2024).

In the present case, considering the unit value of the infringing products, the Court deems it appropriate to impose a penalty of € 1.000,00 on the defendants for each product offered, placed on the market, or used in breach of the injunction, with the following clarification: each individual defendant is responsible for the breach of either of the defendants.

The Court further orders that the defendants shall be liable to pay an additional financial penalty of € 5.000 for each day that they delay in complying with the obligations imposed by this decision.

60. This decision is enforceable immediately in all Member States in which the Patent is in force, pursuant to Article 82(1) UPCA and R. 355.4 RoP, without any further conditions, from the date of notification. In particular, it is not necessary to order a stay of enforcement or to make enforceability conditional upon CARDO paying a security deposit in advance. Nevertheless, CARDO may take the necessary enforcement measures whilst complying with the conditions set out in R. 118.8 RoP.

Damages

61. The defendants are liable to pay CARDO, as the Patent holder, compensation for the damages caused, in accordance with the provisions of Article 68 UPCA. The precise quantification of these damages will be determined in subsequent proceedings on the merits, in accordance with R. 125 et seq. RoP.

Interim award for damages

62. The claimant's request under R. 119 RoP for an interim award of damages should be granted.

The interim award is set in accordance with CARDO's request taking into account:

- the value of the present case, which is determined to € 500.000 for the purposes of paying court fees;
- the related ceiling on recoverable legal costs in damages proceedings of equal value, which amounts to € 56.000, as established by the scale of ceilings for recoverable costs adopted by the Administrative Committee on 24 April 2023, in implementation of R. 152.2 RoP.
- Pursuant to Art. 68(1) UPCA, where the infringer did knowingly, or with reasonable grounds to know, engage in the infringing activity, the Court shall order the infringer to pay the injured party damages appropriate to the harm actually suffered by that party as a result of the infringement;
- the wilful infringement of the Patent;
- the continued infringement, even after the injunction was breached.

63. At this purpose, the Court notes that the subjective element - i.e. whether or not the defendant was aware of the infringement - is important in determining the extent of damages, as set out in Article 68(1) and (4), UPCA. Indeed, in the first case the Court shall order the infringer to pay the injured party damages appropriate to the harm actually suffered by that party as a result of the infringement. In the second case the Court may order the recovery of profits or the payment of compensation.

The deliberate copying of the opposing party's Patent, coupled with continued infringement in defiance of the Court's order, makes this awareness all the more apparent and enables the Court to grant the remedies provided for in the aforementioned Article 68 (1) UPCA .

The Court considers continued infringement when making interim awards for damages, as this involves an initial assessment of the same damages.

64. For all these reasons, the Court considers that the application submitted by CARDO pursuant to R. 119 RoP should be granted in the amount claimed.

Consequently, the defendants are jointly and severally ordered to pay CARDO the sum of € 56.000 as an interim award for damages.

Costs

65. In accordance with Article 69(1) UPCA, the defendant, as the entirely unsuccessful party, is required to pay the claimant's legal fees up to a maximum amount determined in accordance with the RoP.

Value of the case

66. CARDO has declared a value of the case of € 500.000.

67. As there is no evidence to cast any doubt on this assessment, it has been accepted by the Court for all purposes, including the quantification of recoverable legal costs.

Therefore, the value of the case is set at € 500.000.

Interim award of costs

68. Under the ceiling for recoverable costs adopted by the Administrative Committee on 24 April 2023 pursuant to R. 152.2 RoP, the maximum recoverable representation costs for a case valued up to € 500.000 are € 56,000.

As regards to interim award of costs "*As a general rule, Art. 69(1) UPCA and R. 150(2) RoP do not entitle the successful party to an interim reimbursement of representation costs of more than 50% of the ceiling of recoverable costs as adopted by the Administrative Committee under R. 152.2 RoP*" (see UPC CoA no. 457-458-464/2024, decision of 25 November 2025).

69. Therefore, the Court sets out the interim awards for costs in € 28.000.

Order to provide information

70. For the same reasons, it is proportionate to the severity of the infringement CARDO's request to obtain information, pursuant to the combined provisions of Article 67 UPCA and R. 191 RoP,

regarding the origin and distribution channels of the infringing products, the quantities produced and marketed, the price obtained from their sale, and the identity of any third parties involved in the infringement.

“The right to obtain information is, in fact, essential to the commencement of any proceedings on the merits for the award of damages, as it enables the submission of specific claims, with the quantification of the claims for compensation strictly based on verifiable and verified documentary evidence. The defendants retain the right to seek protection for any confidential information contained in the documents which are ordered to be disclosed. This is expressly without prejudice to any future assessment by the Court regarding the protection of confidential information, so as to ensure the necessary balance with the protection of the right of defence”(see UPC CFI No. 802/2024, Milan Local Division, decision of 19 November 2025).

Goods subject to seizure

71. Finally, the brochures and products subject to seizure are to be handed over to CARDO once this decision has become final.

This is justified by the purely evidential purpose of the seizure, bearing in mind that the items have no real economic value.

If an appeal is lodged against this decision, any determination about the seized goods will be adopted by the Court of Appeal.

DECISION

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

1. **declares** that SHENZHEN ASMAX INFINITE TECHNOLOGY Co. Ltd. and HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited have directly infringed EP 4 240 194 of CARDO System LTD by making, offering, placing on the market, using following products: “Z1-ASMAX”, “F1-ASMAX” and further variations of these products such as “Plus”, “Pro” and “Pro Max” models;
2. **prohibits** SHENZHEN ASMAX INFINITE TECHNOLOGY Co. Ltd. and HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited each separately and with immediate effect after service of this decision from making, offering, placing on the market, using, for the aforementioned purposes the products “Z1-ASMAX”, “F1-ASMAX” and further variations of these products such as “Plus”, “Pro” and “Pro Max” models and any other products with the same characteristics as those claimed in Patent No. EP 4242194 in the territories of the Contracting Member States of the Unified Patent Court;
3. **orders** SHENZHEN ASMAX INFINITE TECHNOLOGY Co. Ltd. ed HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited:
 - to recall and permanently remove from the channels of commerce the Infringing Products, at their own expense and from the market; the defendants must ensure the subsequent destruction of the products within thirty days of the date of service of an enforceable copy of this decision, provided the Claimant complies with all the conditions set out in R. 118.8

RoP. The defendants must also provide the claimant with a copy of all product recall letters within the same term;

- to destroy at their own expenses the infringing products and are ordered to provide CARDO with proof of their withdrawal from the market and destruction within 30 days of CARDO sending such requests

4. **orders** SHENZHEN ASMAX INFINITE TECHNOLOGY Co. Ltd. and HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited to pay to the Unified Patent Court, for each individual violation of the orders:

- a penalty of € 1.000 per infringement (where one infringing act with one infringing product is considered a single infringement) with a maximum of € 500.000;
- a penalty of € 5.000 for each day of delay in the defendant's compliance with the publication obligation imposed by this decision in paragraphs nn. 5 and 12;

5. **orders** HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited to include the following text on the homepage of its website, for a continuous period of two months, within thirty days of being served with an enforceable copy of this decision and subject to compliance with all the conditions set out in R. 118.8 RoP:

without any additional or alternative text;

with a direct link to the full text of the decision;

in an easily legible and immediately visible box;

positioned at the top of the homepage, immediately below the browser's address bar;

covering at least 10 per cent of the homepage's surface area

“By decision of 10 July 2026, as final outcome of the proceedings UPC CFI no. 766/2024, the Unified Patent Court, Court of First Instance, Milan Local Division, ruled that SHENZHEN ASMAX INFINITE TECHNOLOGY Co. Ltd. and HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited have infringed the Patent n. EP 4240194 owned by the Israeli company CARDO s.p.a. by offering on the market also through this website in all the Contracting Member States Z1-ASMAX”, “F1-ASMAX” and further variations of these products such as “Plus”, “Pro” and “Pro Max” models SHENZHEN ASMAX INFINITE TECHNOLOGY Co. Ltd. and HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited have been ordered to refrain from all these unlawful conducts and therefore will no longer market these products.”;

6. **orders** SHENZHEN ASMAX INFINITE TECHNOLOGY Co. Ltd. and HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited, jointly and severally, to pay damages to CARDO System LTD pursuant to Article 68 UPCA; the amount and the criteria will be determined in separate proceedings pursuant to R. 125 RoP.

7. **orders** SHENZHEN ASMAX INFINITE TECHNOLOGY Co. Ltd. and HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited, jointly and severally, to pay an interim award for damages amounting to € 56.000, pursuant to R. 119 RoP.

8. **orders** SHENZHEN ASMAX INFINITE TECHNOLOGY Co. Ltd. and HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited to reimburse CARDO System LTD for all expenses and costs incurred in the provisional measures and in the present proceedings, to be determined in separate proceedings in accordance with R. 150 et seq. RoP.
9. **orders** SHENZHEN ASMAX INFINITE TECHNOLOGY Co. Ltd. and HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited, jointly and severally, to pay the sum of € 28.000 by way of an interim award for costs.
10. **declares** that the value of the case amounts to € 500,000.
11. **orders** that the goods seized on 5 November 2024 and held in custody by Giovanni Galimberti as custodian be definitively handed over to the CARDO System LTD's representatives, provided that this decision has become final.
In the event of an appeal being lodged, any final determination regarding the seized goods will be adopted by the Court of Appeal.
12. **orders** SHENZHEN ASMAX INFINITE TECHNOLOGY Co. Ltd. and HONG KONG YIHENG INTERNATIONAL TECHNOLOGY Co. Limited individually to provide the representatives of CARDO within a period of 30 days after service of the decision pursuant to R. 118.8 RoP:
 - a) with information on the infringement in the form of a list, structured for each month of a calendar year and by infringing product, including:
 - (i) the origin and distribution channels of the infringing products;
 - (ii) the quantities produced, manufactured, stored, delivered, received or ordered and the prices paid for the infringing product
 - (iii) the identity of all third parties involved in the production or distribution of the infringing products;
 - b) the accounting information to verify this information, for each month of a calendar year and for each infringing product, in electronic form that can be accessed using a computer, including:
 - (i) number of and dates on which the Infringing Products were offered, ordered, delivered and distribute, invoices - or, if not available, delivery bills, or similar documentation - of the individual deliveries, indicating the date, quantity, price, and type of the product, as well as names and addresses of the customer for all infringing products sold or otherwise disposed of;
 - (ii) evidence of advertising carried out, indicating by advertising medium, its distribution, the distribution period and the distribution area; including evidence of such advertising activities;
 - (iii) the turnover generated with the infringing acts;
 - (iv) the costs, including specifying the individual cost factors, and the generated profits;

- (v) invoices - or, if these are not available, delivery bills, or similar documentation - and corresponding statements of all expenses incurred by and on which the Defendants rely in calculating its profits.

Milan, 10 July 2026.

Pierluigi Perrotti presiding judge	
Alima Zana judge rapporteur	
Samuel Granata Legally qualified Judge	
for the Deputy Registrar	

Information on appeals

Any party who is unsuccessful, in whole or in part, may lodge an appeal against this decision with the Court of Appeal within two months of the date of service of this decision (Article 73 UPCA, Rule 220.1(a), 224.1(a) RoP).

Information on enforcement

A certified copy of the enforceable decision will be issued by the Deputy Registrar at the request of the party seeking enforcement (Article 82 UPCA, Article 37.2 UPCS, Rules 118.8, 354 and 355.4 RoP, Rule 69 RegR).