



ITALIAN REPUBLIC
IN THE NAME OF THE ITALIAN PEOPLE
The Ordinary Court of Law of Venice
Section specialised in corporate matters

in the following composition
Mr Roberto Simone Judge rapporteur
Ms Anna Maria Marra Judge
Mr Luca Boccuni Judge
has pronounced the following

SENTENCE

in the civil proceedings brought

by

DALIFORM GROUP s.r.l. and TPS s.r.l., represented by the legal representative p.t (pro tempore) Antimo Albertini, represented and defended by the Lawyers Fabrizio Seno and Sergio Francini, and with domicile elected on their premises, through mandate to be found at the bottom of the appeal pursuant to art. 671 Italian civil procedure code deposited on 1.7.2011,

- plaintiff -

against

Geoplast s.p.a., represented by the legal representative p.t. Anna Ponte, represented and defended by the Lawyers Manuele Molinari and Carla Gobbetto, and with domicile elected on the premises of the latter, through powers attributed in the margin of the entry of appearance and statement of defence,

- respondent -

GRANPLAST 2001 s.r.l., represented by the legal representative p.t. Loris Pegoraro, represented and defended by the Lawyers Alessandra Viamo and Carla Gobbetto, and with domicile elected on the premises of the latter, through powers attributed in the margin of the entry of appearance and statement of defence,

- respondent -

against

FAILURE ITALTECH s.r.l.,

- defaulting respondent -

in fact and in law: industrial patent.

OMISSIS

Therefore

The Court of Law, with a final pronouncement in the above proceedings, rejecting all arguments and claims to the contrary, sentences as follows:

1) ascertains and declares the respondents Geoplast s.p.a. and Grandplast 2001 s.r.l. responsible for the counterfeiting of the patent no. 45703BE2005, related to the item Elevetor, and Italian patent no. 1329446 related to the items Nautilus and Nautilus Evo;

2) ascertains and declares the respondents, for the facts narrated, responsible for unfair competition pursuant to art. 2598 nos. 1, 2 and 3 Italian civil code;

3) sentences Geoplast s.p.a. and Grandplast 2001 s.r.l. jointly to pay TPS s.r.l. and Daliform Group s.r.l. the amount of € 1.297.049 as compensation for damages, plus interest at the rate established pursuant to art. 1284 Italian civil code from this sentence until settlement takes place;

4) orders against Geoplast s.p.a. and Grandplast 2001 s.r.l. the injunction pursuant to art. 124 Legislative Decree 30/2005 and to art. 2599 Italian civil code for the production, commercialisation of products named Nautilus, Elevetor and Nautilus Evo; as well as any other use under any form and by any means, including internet, of any form of communication, pamphlets, catalogues, brochures related to the aforementioned products;

5) orders attribution of ownership to the plaintiffs pursuant to art. 124, clause 4, Legislative Decree 30/2005 of the goods, means of production and advertising/communication materials, authorising the plaintiff to destroy them with full recourse for expenses pursuant to art. 124, no. 3, Legislative Decree 30/2005;

6) establishes as € 1,000.00 the penalty for each violation of this judgement or delay in its implementation;

7) orders publication of the findings of this judgement, in extract form and with double characters, twice in the daily newspapers “Il Sole24ore” and “Il Corriere della Sera” all at the expense of the respondents, but organised by the plaintiffs, who will be refunded on presenting the invoice;

8) sentences Geoplast s.p.a. to pay the plaintiffs the sum of € **78.500**, plus interest pursuant to art. 1284 Italian civil code from this sentence until settlement takes place, as a penalty due through non compliance with the supervision order of 25.03.2011;

9) sentences Geoplast s.p.a. and Granplast 2001 s.r.l. jointly to pay the plaintiffs the amount of € 53.569 as compensation for damages pursuant to art. 96, clause 3, Italian civil procedure code, plus interest pursuant to art. 1284 Italian civil code from this sentence until settlement;

10) declares the inadmissibility of the claims against the Fallimento Italttech s.r.l.;

11) rejects the counterclaim made by the respondent Geoplast s.p.a.;

12) sentences Geoplast s.p.a. and Granplast 2001 s.r.l. to joint repayment to the plaintiffs of the costs of proceedings, including those of the interlocutory stage, established as € 1.500 for costs and € 52.069 for professional fees, as well as a lump sum repayment, VAT and CPA (lawyers’ social security fund) if due by law;

13) expert opinion costs, also for the interlocutory stage, as the definite liability of the respondents;

14) provisional enforceable judgement.

Venice, date 17.6.2016

THE JUDGE RAPPOREUR
Mr Roberto Simone