judgment

THE HAGUE DISTRICT COURT

Commercial Division – Preliminary Relief Judge

Case No.: C/09/704955 / KG ZA 26-494

Judgment in preliminary measures proceedings dated 5 August 2026

in the case of

NOVO NORDISK A/S of Bagsvaerd (Denmark),
plaintiff,
hereinafter referred to as: Novo Nordisk,
attorney-at-law: mr. K.M.L. Bijvank,

v.

CEBAN ZIEKENHUISFARMACIE B.V. in Breda,
Defendant,
hereinafter referred to as: Ceban,
Attorney-at-law: mr. A.J.H.W.M. Versteeg.

The case was heard on its merits on behalf of Novo Nordisk by the aforementioned mr. Bijvank and mr. B.J. Mooij, and on behalf of Ceban by the aforementioned mr. Versteeg.

1. The Proceedings

1.1. The case file consists of:
- the writ of summons dated 18 May 2026, with exhibits EP01 through EP38;
- the statement of defence, with Exhibit GP01;
- the deed submitting Novo Nordisk's responsive exhibits, with exhibits EP39 through EP49;
- Novo Nordisk's statement of litigation costs and supplemental statement of litigation costs;
- Ceban's statement of litigation costs and supplemental statement of litigation costs;
- Novo Nordisk's brief submitted prior to the oral hearing;
- Ceban's brief submitted prior to the oral hearing;
- the deed filed by Ceban on 29 July 2026, in connection with the oral hearing;
- Ceban's written response submitted in response to Novo Nordisk's brief.

1.2. The oral hearing took place on 1 July 2026. Several representatives of Novo Nordisk attended the hearing via a digital connection.

1.3. At the start of the hearing, Novo Nordisk's attorney-at-law requested that the judge in preliminary relief proceedings draw up a written record of the oral hearing, in part in

connection with a request for enforcement filed by Novo Nordisk with the Health and Youth Inspectorate. The judge in preliminary measures proceedings rejected this request, as it is not customary in preliminary measures proceedings and it is not apparent in advance that Novo Nordisk has a sufficient interest in the preparation of a written record. The regulatory issue is also separate from these patent infringement proceedings.

2. The facts

Based on the documents and the arguments presented at the hearing, the following facts are assumed in these proceedings.

2.1. Novo Nordisk, which has its headquarters in Denmark, is a pharmaceutical manufacturer. It was the holder of European Patent EP 1 863 839 (hereinafter: EP 839), granted on 4 October 2010, based on an application filed on 20 March 2006, for "Acylated GLP-1 Compounds". In short, this is the compound patent for semaglutide. This patent expired on 20 March 2026, upon the end of its term. Novo Nordisk is also the holder of the Supplementary Protection Certificate No. 300936 (hereinafter: SPC), granted by the Netherlands Patent Office based on EP 839 and marketing authorisation EU/1/17/1251, for the product semaglutide. The SPC remains in effect through 19 March 2031.

2.2. Novo Nordisk markets various semaglutide products in the Netherlands: Ozempic® for the treatment of type 2 diabetes and Wegovy® for the treatment of obesity. Both products are available as once-weekly subcutaneous injections. In addition, there is the Novo Nordisk product Rybelsus®. This product, which is indicated for the treatment of type 2 diabetes, is available in tablet form.

2.3. Ceban (short for: *Centrale Bereidingsapotheek Nederland*) is a company that operates a retail pharmacy. Ceban's pharmacy is able to compound medicinal products and dispense them to its own patients. It is also able to compound medicinal products and supply them to other pharmacists for dispensing to their patients. Ceban serves as the central organization within a group of eight companies in the Netherlands, Belgium, and Spain, ranging from suppliers of raw materials (such as Metapharmaceutical and Magis Pharma) to its own pharmacies (such as Medsen Apotheken).

2.4. In 2025, Ceban prepared a nasal spray containing semaglutide without a marketing authorisation and without Novo Nordisk's consent. Ceban dispensed this nasal spray to its own patients under the name Semanova. In addition, it supplied this preparation to other pharmacies for dispensing to those pharmacies' patients.

2.5. In November 2025, Ceban had the Semanova nasal spray listed as a dispensed preparation in the G-Standard of Z-Index B.V. (with Z-Index number 17437865).

2.6. In addition, the Semanova nasal spray is (or has been) included in the leading electronic general practitioner prescribing system (EVS) and in a product list on (a restricted section of) Ceban's website.

2.7. In a letter dated December 15, 2025, Novo Nordisk informed Ceban that it objects to Ceban's intention to prepare the Semanova nasal spray without registration and/or to supply it through inter-pharmacy distribution. Novo Nordisk has taken the position that in-house pharmacy compounding is not permitted under regulatory guidelines, as registered products containing semaglutide are available in multiple dosage forms. Novo Nordisk pointed out that the available dosage forms – unlike Ceban's pharmacy-compounded formulation – have been extensively tested and found to be safe. In this letter, Novo Nordisk requested that Ceban confirm it will comply with the objection and withdraw the announcement in the G-Standard (published by Z-Index).

2.8. In a letter dated December 22, 2025, Ceban's attorney-at-law informed Novo Nordisk that Ceban would not comply with Novo Nordisk's request. The attorney-at-law took the position that Ceban complies with all legal requirements for pharmacy-compounded preparations. In addition, the attorney-at-law stated that there is no legal provision stipulating that compounded preparations are permitted only if prescribers cannot find suitable registered commercial preparations. According to the attorney-at-law, this applies both to compounding for the pharmacy's own patients and to compounded preparations supplied to other pharmacies, provided that such transactions are conducted in accordance with the Policy Rule on the Collegial Supply and Dispensing of Compounded Drugs.[1]

2.9. On 6 February 2026, Novo Nordisk filed a request for enforcement with the Health and Youth Inspectorate (hereinafter: IGJ). Novo Nordisk based this request on the grounds that, through its activities regarding the Semanova nasal spray, Ceban is in violation of Articles 18(1), second sentence, 40(1) and (2), and 66(1) of the Medicines Act in conjunction with Article 2 of the Medicines Act Decree, and it requested that the IGJ investigate Ceban's actions, halt them, and impose an administrative fine on Ceban.

2.10. In a letter dated 2 April 2026, Novo Nordisk's attorney-at-law, referring to previous correspondence regarding a violation of the Medicines Act, demanded that Ceban cease and desist from any infringement of EP 839 or, at the very least, the SPC, as well as any other unlawful conduct against it. In this letter, Novo Nordisk's attorney-at-law took the position that Ceban, by manufacturing, offering, marketing, importing, and/or stocking semaglutide for these purposes, is engaging in an infringement of EP 839 or, at the very least, the SPC. In addition, Novo Nordisk's attorney-at-law stated that Novo Nordisk has concerns regarding the safety of the Semanova nasal spray and that its marketing could constitute misleading advertising. The letter demands that Ceban disclose the identities of its customers and suppliers of the inventory and that it proceed with various corrections, as well as the recall and destruction of infringing products.

2.11. In a letter dated 16 April 2026, Ceban's attorney-at-law informed Novo Nordisk that Ceban has no intention of engaging in infringement of the intellectual property rights of others and that it will seek legal advice on whether the use of semaglutide in the Netherlands constitutes an infringement of EP 839 and the SPC. Ceban has hereby agreed to suspend the

[1] Decision of the Minister of Health, Welfare, and Sports dated November 28, 2024, reference number 4013782-1075740-GMT, regarding the non-enforcement of regulations concerning the inter-pharmacy transfer and dispensing of pharmacy preparations (Policy Rule on the Inter-pharmacy Transfer and Dispensing of Pharmacy Preparations).

supply of the compounded medication pending that advice. Ceban's attorney-at-law further stated that Ceban had supplied 44 nasal sprays up to that point.

2.12. On 17 April 2026, a Ceban employee in Porto (Portugal) gave a presentation titled "*Semaglutide nasal spray: a Novel Compounded Formulation*" which discussed the idea of compounding semaglutide as a nasal spray in a pharmacy ("*Where did we get the idea from?*", as the heading on the first slide of the presentation reads)[2] .

2.13. On April 30, 2026, the IGJ informed Novo Nordisk that the investigation into the alleged violation (see 2.9.) would take a considerable amount of time, meaning a decision could not be reached within the statutory 8-week deadline. For this reason, the decision period has been extended to 6 months, and it is indicated that Novo Nordisk can expect the decision no later than 2 October 2026.

2.14. In an email dated 1 May 2026, Ceban's attorney-at-law communicated, among other things, the following:

- Ceban will revoke the registration of the Semanova nasal spray under the G-Standard as soon as possible;
- Ceban has prepared and delivered 44 individual nasal sprays, for a significant portion of which it has prescriptions;
- Ceban sourced the semaglutide for its nasal sprays from a supplier in China;
- Ceban will not make any further use of its stock of semaglutide, other than to dispense it to its own patients under a doctor's prescription.

2.15. Ceban has had the entry for the Semanova nasal spray removed from the G-Standard; at least, the product's status in the G-Standard now reads: "*final sale; product to be withdrawn from the market as of 1 December 2026*."

3. The dispute

3.1 Novo Nordisk is seeking a judgment that is provisionally enforceable as much as possible, summarized as follows:

1. Order Ceban, effective immediately, to cease and desist from any infringing or otherwise unlawful acts, as well as to cease and desist from any sale of semaglutide, or at least the Semanova nasal spray, including the removal of the Semanova nasal spray from the G- s G-Standard, the website, and other price lists, as well as from all electronic prescribing systems;

2. Order Ceban to provide Novo Nordisk with a written statement, supported by all relevant documents and certified by an independent certified public accountant, containing:

    - the full names and addresses of all domestic and foreign customers to whom Ceban has supplied the infringing products or materials relating to a material

[2] EP24

component thereof, specifying the sales price, the quantity of the products or materials relating to a material component thereof, and the date of delivery;
- the full names and addresses of all domestic and foreign suppliers who have supplied Ceban with the infringing products or materials relating to a material component thereof, in particular the Chinese supplier of the semaglutide used in the Semanova nasal spray, specifying the selling price, the quantity of the products or ingredients constituting a material component thereof, and the date of delivery;
- the number of all infringing products manufactured, distributed, and/or held in stock by Ceban;
- the profits earned by Ceban as a result of the infringing acts, broken down by each infringing product sold and/or delivered;

3. Order Ceban to recall all infringing products it has supplied to all of its customers who are not end users;

4. Order Ceban to destroy all infringing products in its possession and to provide Novo Nordisk, within two weeks of the destruction, with reliable evidence that such destruction has taken place in full and in a timely manner;

5. Order Ceban to send the following text to each of the aforementioned customers by certified mail, in the language of the relevant customer and without any letterhead or signature line, and to provide copies of these letters to Novo Nordisk:

   "We are obliged to inform you that the Semanova nasal spray products supplied by us constitute an infringement of European patent EP 1 863 839 B1 and SPC 300936 of Novo Nordisk A/S, and that these products may therefore no longer be offered, sold, delivered, used, or kept in stock. We hereby request that you no longer use these products and return all copies and materials in your possession to us. We will then immediately reimburse you for the purchase price and all costs associated with returning such products, [name and signature of a legal representative of CEBAN]";

6. Order Ceban to display, for a period of one month, on its (English-language) websites https://www.cebancompounding.com/ and https://cebanpharma.com/and/or on the first visible page (the homepage), in a text box measuring at least 650 x 350 pixels, to display exclusively the following text in a clearly legible manner and without any additions or omissions;

   "We are obliged to inform you that the Semanova nasal spray products supplied by us constitute an infringement of European patent EP 1 863 839 B1 and SPC 300936 of Novo Nordisk A/S. We are therefore prohibited from offering, selling, using, or supplying these products."

all of the foregoing subject to a penalty payment and an order requiring Ceban to pay the costs of the proceedings in accordance with Article 1019h of the DCCP, plus statutory interest in the event of late payment.

3.2. Novo Nordisk bases its claims on the following grounds.

3.2.1. By offering, selling, importing, and stocking semaglutide, Ceban is engaging in an infringement on Novo Nordisk's SPC. Ceban is not entitled to the pharmacy exemption under patent law.

3.2.2. By promoting and explaining the nasal administration of semaglutide during the presentation in Porto and by stating that this formulation is authorized in the Netherlands and likely also in Spain and Portugal, Ceban has induced third parties to engage in infringement of the patent, which constitutes infringement or is otherwise unlawful with respect to Novo Nordisk.

3.2.3. Since Ceban has not signed a cease-and-desist declaration, has not completely removed the reference in the G-Standard, and continued to promote the compounding at a conference in Porto even after receiving the cease-and-desist letter, Novo Nordisk has an urgent interest in the court granting the requested injunction and ordering the disclosure of the supplier(s) and professional customers.

3.3. Ceban disputes this. Ceban claims that Novo Nordisk's claim should be declared inadmissible, or alternatively, to have Novo Nordisk's claims dismissed, with an order that Novo Nordisk be held liable for the costs of these proceedings, to be declared provisionally enforceable, in accordance with Article 1019h DCCP.

3.4. Ceban argues as follows.

3.4.1. Novo Nordisk's claims lack a sense of urgency because Ceban delivered only 44 nasal sprays and following the patent-related cease-and-desist notice, ceased further delivery of the Semanova nasal spray and no longer has any nasal sprays in stock. In addition, prior to the writ of summons, it deregistered the Semanova nasal spray from the G-Standard and removed it from the product list on its website.

3.4.2. Ceban prepares a semaglutide-containing nasal spray for patients with a fear of injections. In the Netherlands, there is no alternative product with a marketing authorisation for this dosage form. Ceban currently uses semaglutide solely for the compounding of a medicinal product in its pharmacy for dispensing to a patient of its pharmacy. This falls under both the regulatory and patent law pharmacy exemptions. Through these actions, Ceban does not commit an infringement on the SPC, as long as it limits the compounding and dispensing to approximately 50 unique patients per month.

3.4.3. The statements made by the Ceban employee fall under the freedom of speech and cannot constitute an infringement on a patent, nor are they otherwise unlawful.

3.4.4. The injunction against the import of semaglutide must be rejected. Ceban requires semaglutide for the authorized compounding of the nasal spray. An

injunction against the import of semaglutide, as sought by Novo Nordisk, therefore constitutes an abuse of rights, because the purpose of the import is exempt and the pharmacy exemption would otherwise be rendered meaningless.

3.4.5. The request for access to information must be denied. Novo Nordisk lacks sufficient interest in this matter, as Ceban is fulfilling its commitments. Furthermore, Ceban objects to the disclosure of confidential business information and information subject to its duty of confidentiality, such as, at a minimum, the formulas for the supplied products.

3.4.6. The attorneys' fees claimed by Novo Nordisk are excessive, both in terms of the rates charged and the number of hours billed. These preliminary measures proceedings do not, in essence, concern the substance of the patent or SPC, but rather the legal limitations on that right and are therefore simply a matter of routine legal work.

3.5. The parties' arguments are discussed in more detail below, to the extent they are relevant.

4. The assessment

Jurisdiction

4.1. The judge in preliminary relief proceedings has international jurisdiction to hear Novo Nordisk's claims pursuant to Articles 4 and 35 of the Brussels I bis Regulation[3], because Ceban is domiciled in the Netherlands. The relative jurisdiction of the judge in preliminary relief proceedings derives from Article 80(2)(a) of the DPA[4], since this case concerns claims for the enforcement of a patent right as referred to in Article 70 DPA. Incidentally, jurisdiction has not been contested.

Urgent Interest

4.2. Through its claims, Novo Nordisk seeks to put an end to the alleged infringements of its SPC and/or to prevent further infringements. Since Ceban has not signed a cease-and-desist declaration subject to a penalty, Novo Nordisk has an urgent interest in its claims. Ceban's statement that, following the cease-and-desist letter regarding patent law, it has ceased and will continue to cease the supply of semaglutide is insufficient to negate that urgent interest. Furthermore, Ceban has stated that it intends to continue preparing the Semanova nasal spray under the pharmacy exemption, and the scope of that exemption is precisely what is in dispute between the parties.

Assessment framework

[3] Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of December 12, 2012, on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.
[4] Dutch Patent Act of 1995

4.3. In these preliminary measures proceedings, Ceban has not contested the validity of EP 839 and the SPC. It is therefore undisputed that, pursuant to Article 5 of the SPC Regulation[5], Novo Nordisk has the exclusive right until 19 March 2031, to manufacture, offer, place on the market, or use the substance semaglutide, or to import or stock it for that purpose, and that it may prohibit others from performing these acts. Ceban has acknowledged that it imported the substance semaglutide and that it prepared a nasal spray containing semaglutide, that it provided this to its patients and (to a limited extent) supplied it to other pharmacies, and that it maintained a stock for that purpose. In addition, Ceban had the nasal spray included in the G-Standard. It is therefore established that Ceban offered and placed semaglutide on the market and imported and stocked it for that purpose, so that it must be presumed, in principle, that it committed an infringement on the compound patent or, at least, the corresponding SPC. The parties are in dispute as to whether Ceban's activities fall under the pharmacy exemption provided for in Article 54c, preamble and subparagraph (e), of the DPA. In that case, the rights arising from a patent do not apply. Such a (limited) exception to the exclusive rights of a patent holder is possible under Article 30 of the TRIPS Agreement[6]. In principle, it is up to Ceban, in the context of the preliminary measures proceedings, to demonstrate a prima facie case that it is entitled to invoke the aforementioned exemption, if only because it possesses the relevant evidence.

4.4. The (regulatory) pharmacy exemption under the Medicines Act is, in principle, irrelevant to the interpretation of the pharmacy exemption under patent law. The regulatory pharmacy exemption constitutes an exception to the mandatory marketing authorisation (required in connection with the protection of public health and the control of the quality, safety, and efficacy of medicinal products) in order to ensure the availability of necessary medicinal products for individual patients. This is distinct from patent law protection and the exception thereto in the case of a legitimate invocation of the pharmacy exemption under patent law. If Ceban can successfully invoke the regulatory pharmacy exemption, it does not automatically follow that it is also entitled to successfully invoke the pharmacy exemption under patent law. The judge in preliminary relief proceedings therefore does not need to rule on the regulatory pharmacy exemption or on the patient safety of the Semanova nasal spray.

The pharmacy exemption under Article 54c, preamble and subsection (e), of the DPA

4.5 Pursuant to Article 54c, preamble and subsection (e), of the DPA, the rights arising from a patent do not apply to the preparation of medicinal products for immediate use in individual cases pursuant to a medical prescription in pharmacies, or to acts relating to the medicinal products thus prepared. This provision was previously part of the DPA, but did not enter into force until 1 February 2019.[7]

[5] Regulation (EC) no. 469/2009 of the European Parliament and of the Council of May 6, 2009, on the supplementary protection certificate for medicinal products.

[6] Agreement on Trade-Related Aspects of Intellectual Property Rights.

[7] The reason for this is that the provision was included at the time (i.e., during the 1987 amendment to the 1910 Dutch Patent Act (Stb. 1987, no. 316, p. 10)) solely for harmonization purposes. It was the legislature's intention to bring the national law into conformity with the 1975 Community Patent Convention (Trb. 1973, no. 113). Since that convention never entered into force, the provision likewise never entered into force. By Decree of December 5, 2018, establishing the date of entry into force of Article 53, paragraph 3, second sentence, of the 1995 Dutch Patent Act, Stb. 2018, no. 469, the provision finally entered into force on February 1, 2019. For a more detailed account of the legislative history, see: mr. Peter de Lange, Esq., "The Pharmacist Exemption in the

4.6. The scope of this pharmacy exemption is limited. The Explanatory Memorandum[8] states the following in this regard:

> *"This exemption is intended for the preparation of medicinal products for immediate use by individual patients and pursuant to a medical prescription in pharmacies. This makes it possible for a pharmacist to prepare the patented medicinal product themselves in individual cases (so-called compounding), for example, when a dosage or method of administration suitable for an individual patient is not available. The exception is not intended to allow for the preparation of a patented medicinal product on a systematic scale without the patent holder's consent: doing so would, after all, undermine the patent holder's rights*."

4.7 It must therefore involve preparation for immediate (the Community Patent Convention referred to "*extemporaneous*") use pursuant to a medical prescription for individual patients, and preparation on a systematic scale is excluded from the exemption. The rationale behind the patent law pharmacy exemption lies in the interest of public health and applies only when there is a medical necessity such that the patent holder's medicinal product is insufficient. If this were not the case, there would be no justification for infringement of the patent holder's exclusive rights. This is also consistent with the example given in the Explanatory Memorandum of an individual patient for whom no suitable dosage or method of administration is available.

4.8. It will not always be easy to determine exactly where the line lies between permitted and prohibited compounding. This requires an interpretation of the terms "direct use" and "individual cases" and will depend on the circumstances of the case. In the context of these preliminary measures proceedings, which concern a compound patent, the parties agree in any event that the resale of the nasal sprays prepared by Ceban to other pharmacies, the stocking of those products for that purpose, and the registration of those products in the G-Standard fall outside the scope of the patent law pharmacy exemption. According to established case law, the latter is also a reserved act of offering.[9]

4.9. However, the parties disagree on whether – and if so, to what extent – Ceban is permitted to prepare the patent-protected compound in the form of a nasal spray for its own patients. Contrary to what Ceban has repeatedly argued, there is no basis for assuming that, under the patent law pharmacy exemption, small-scale compounding (for up to 50 individual patients per month) would be permitted without further qualification. The fact that such small-scale compounding by pharmacists would be permitted under the regulatory pharmacy exemption is irrelevant in this context. As already discussed above, the regulatory pharmacy exemption (as an exception to the requirement for a marketing authorization) simply has a different basis than the pharmacy exemption under patent law. It is therefore possible that the compounding of patent-protected medicinal products by a pharmacy falls under the regulatory pharmacy exemption but not under the patent law pharmacy exemption. In and of itself, it is true that the regulatory pharmacy exemption is, in that case, "an

DPA (Retroactively)," IE Forum, 1EF 18232, February 14, 2019 (and the response thereto by mr. Rutger Kleemans, Esq., "The Pharmacist Exemption in Patent Law," IE Forum. IEF 18244, February 19, 2019).

[8] Stb. 2018. 469.

[9] Supreme Court, June 22, 2012, Pharmachemie v. Glaxo Group Limited (ECLI:NL:HR:2012:BW4006)

empty shell", but that does not provide grounds for a broader interpretation of the pharmacy exemption under patent law. In this regard, Novo Nordisk has argued, without contradiction, that the vast majority of medicinal products dispensed by a pharmacy are not (or are no longer) protected by patent law.

4.10. Ceban has acknowledged that it compounded the Semanova nasal spray 44 times. According to its statement, it dispensed most of these to its own patients on prescription and supplied a few nasal sprays to other pharmacies, including one to a pharmacist employed by Novo Nordisk. As discussed above, the parties do not dispute that the supply to other pharmacies constitutes an infringement of the SPC. Furthermore, Ceban's conduct suggests that it may have intended to manufacture the nasal spray on a larger scale. At the hearing, when asked, Ceban was unable to explain what the incentive was for providing an alternative dosage form. In particular, it is unclear whether there was an actual need on the part of prescribing general practitioners or patients, or whether it was more of a business idea on Ceban's part. In any case, the latter is the impression one gets when looking at the presentation given in Portugal ("*Where did we get the idea from?*"). Furthermore, at the hearing, Ceban's attorney-at-law stated, when asked, that Ceban developed the nasal spray to help people with a fear of injections, but that it does not deny the financial aspect. Finally, Ceban stated at the hearing that she imported 600 grams of semaglutide, which Novo Nordisk has undisputedly asserted is sufficient to manufacture 15,000 vials of nasal spray. All of this, combined with the registration in the G-Standard and the fact that Ceban – as Novo Nordisk has stated without contradiction – has given the nasal spray a brand name, points toward structural and potentially large-scale use, which clearly falls outside the scope of the patent law pharmacy exemption.

4.11. In these PI proceedings, in which there is no room for the presentation of evidence, it cannot be determined whether the other preparations dispensed to Ceban's own patients do fall under the patent law pharmacy exemption. Without further explanation, which Ceban failed to provide even when asked, it is, for the time being, insufficiently plausible that all individual patients suffered from such a fear of injections that Novo Nordisk's injection solution was unsuitable for them. Furthermore, the question of whether prescribing Novo Nordisk's tablets off-label as an alternative would have sufficed for these patients remains unanswered. It is therefore unclear whether there was an unmet medical need in all cases that would justify an infringement of Novo Nordisk's rights; consequently, the invocation of the exception does not, in the Court's preliminary opinion, succeed. After all, Ceban's statements at the hearing mentioned above, combined with the broad interpretation Ceban gives to the patent law pharmacy exemption, certainly raise questions on the legality of the individual dispensations of the Semanova nasal spray. On the other hand, not every supply of the Semanova nasal spray categorically constitutes an infringement, as Novo Nordisk also acknowledged at the hearing. Whether – and, if so, which – supplies constitute an infringement can, if necessary, be determined in proceedings on the merits.

Injunction

4.12. In the opinion of the judge in preliminary relief proceedings, Ceban has, in any event, Ceban has infringed Novo Nordisk's SPC with its registration of the Semanova nasal spray in the G-Standard. That the resale of those products also constitutes infringement in

this case is not in dispute between the parties, as stated above. As regards dispensing to its own patients, in light of the considerations set forth above, there is at least a sufficiently real threat of infringement. In view of this, the judge in preliminary relief proceedings considers an injunction against infringement to be appropriate. Novo Nordisk need not accept Ceban's commitments, if only because they are insufficiently verifiable for Novo Nordisk. More specifically, this injunction prohibits reselling – i.e., supplying the nasal spray to other pharmacies – as well as listing the product in the G-Standard and its inclusion in general practitioners' prescribing systems and on Ceban's own website. The PI judge assumes that this judgment will enable Ceban to expedite its permanent removal from the G-Standard. It remains unclear whether Ceban took sufficient action after the cease-and-desist order to remove its listing from the G-Standard. Because Novo Nordisk is invoking the Dutch SPC, the scope of the injunction is limited to the Netherlands. It should also be noted that the injunction includes a prohibition on holding the (already imported) raw material semaglutide in stock. Ceban has indicated that it will use that raw material for authorized compounding by pharmacies.[10] However, the stock is many times larger than what has ever been designated for compounding, so that holding such a large quantity in stock must also be regarded as a reserved act within the meaning of Article 53, preamble and subparagraph (a), of the DPA. The fact that imposing a general injunction on infringement does not preclude potential enforcement difficulties is insufficient grounds to refrain from doing so, given Novo Nordisk's legitimate interest in taking action against infringement of its SPC.

4.13. The requested injunction against other unlawful acts is denied. As the judge in preliminary relief proceedings understands it[11], Novo Nordisk is referring here to the presentation given by a Ceban employee in April 2026 at the conference in Porto, during which he discussed the possibility of preparing a semaglutide-containing nasal spray and reportedly stated that this is permitted in the Netherlands (and possibly also in other countries). Such a presentation cannot be regarded as an offer of a product that is the subject of a patent. Furthermore, in response to Ceban's defense, Novo Nordisk has failed to demonstrate that the patent-related aspects of the formulation were discussed during this presentation. In light of this, and leaving aside the fact that this presentation took place outside the Netherlands, it is unclear how this presentation could be considered incitement to commit an infringement on the SPC.

Disclosure

4.14. In addition to the injunction, the PI judge has determined that Novo Nordisk has a sufficient (urgent) interest in the granting of the requested disclosure, insofar as its purpose is to prevent further infringements. The disclosure order is therefore granted, in accordance with Article 70(10) of the DPA, with respect to the supplier(s) of semaglutide, the customers (other than end users), and quantitative data regarding the manufacture of the Semanova nasal spray. Contrary to Ceban's assertion, the disclosure regarding the (Chinese) supplier(s) of semaglutide does not constitute an abuse of rights. Novo Nordisk has the right and a legitimate interest in verifying with the supplier(s) the quantity of semaglutide purchased by Ceban in order to determine, in part on that basis, how much semaglutide-containing nasal spray Ceban has resold. Novo Nordisk has not substantiated why Ceban's statement, which

[10] See paragraph 7 of Ceban's pleading notes
[11] See paragraphs 63 and 75 of the writ of summons

is already enforceable by a penalty payment, must also be certified by a registered public accountant. This part of the claim is dismissed for that reason alone. In providing the statement, Ceban is permitted to redact confidential (patient) data. The deadline by which Ceban must submit the statement is set at four weeks after service of this judgment.

Other ancillary claims

4.15. The requested recall, which, as clarified at the hearing, pertains solely to the nasal sprays supplied to other pharmacies, also serves to terminate or prevent further infringements and is therefore urgent; it will likewise be granted.

4.16. With regard to the remaining ancillary claims, a separate (urgent) interest in them, in addition to the injunction to be imposed, has not been substantiated, so they are dismissed for that reason alone.

Penalty payment

4.17. The granted claims are reinforced by a penalty payment. The penalty payments will be moderated and capped as stated in the decision.

Conclusion and litigation costs

4.18. Ceban has been largely found to be unsuccessful and therefore must pay the litigation costs (including subsequent costs). Novo Nordisk has claimed reimbursement of its full litigation costs as provided for in Article 1019h of the DCCP and has submitted a breakdown of its costs totaling €143,188.77. However, in its pleading notes, it claimed the maximum amount applicable to standard preliminary measures proceedings in patent cases according to the indicative rates, namely €45,400.00 in attorneys' fees, plus €3,527.50 in interpreter fees and €202.27 in bailiff fees. Ceban objected to the costs claimed by Novo Nordisk. Ceban argued that the costs incurred were excessive, both in terms of the rates and the number of hours worked. Ceban further argued that these preliminary measures proceedings do not, in essence, concern the technical content of the patent or the SPC, but rather the legal limitations of that right, and that the claimed costs do not meet the requirements of Article 1019h of the DCCP. Novo Nordisk did not contest this latter point, but it maintained its claim for the maximum amount.

4.19. Since these preliminary measures proceedings concern an infringement of a SPC, they fall within the scope of Article 4 of the Enforcement Directive[12], and Article 1019h of the DCCP applies. In the opinion of PI Judge, this case falls into the category of "standard preliminary measures proceedings". For this category of cases, the Indicative Fee Schedule for Patent Cases includes a maximum amount of €45,400.00 (excluding VAT) for attorneys' fees. The judge in preliminary measures proceedings considers the amount indicated therein to be appropriate in these preliminary measures proceedings. Admittedly, Ceban's defense regarding litigation costs is understandable when considering the full amount of the itemized statement, and the question of the validity of the right invoked does indeed play

[12] Directive 2004/48/EC of the European Parliament and of the Council of April 29, 2004, on the enforcement of intellectual property rights.

no role in these PI proceedings. Furthermore, it must be conceded to Ceban that a large portion of Novo Nordisk's arguments and the exhibits it submitted were not relevant to the assessment of these PI proceedings. Nevertheless, particularly in light of Ceban's own statement of costs, which amounts to €55,728.10, the judge in preliminary relief proceedings finds that Novo Nordisk's limited claim for legal costs is reasonable and proportionate. Ceban did not object to the costs of the interpreters and the bailiff. Novo Nordisk's litigation costs are therefore assessed at:

- bailiff's fees	€	202.27
- court filing fee	€	735.00
- attorney-at-law fees	€	45,400.00
- interpreter fees	€	3,527.50
- follow-up costs	€	189.00 (plus the increase as stated in the decision)
Total	€	50,053.77

4.20. The statutory interest claimed on the litigation costs is awarded as stated in the decision.

4.21. The period referred to in Article 1019i of the DCCP is set at six months from today.

5. The Decision

The judge in preliminary relief proceedings:

5.1. orders Ceban to immediately cease and desist from any infringement of the SPC in the Netherlands upon service of this judgment, more specifically, by ceasing and refraining from distributing nasal sprays containing semaglutide and by removing and keeping these nasal sprays removed from the G-Standard, from the electronic general practitioner prescribing systems, and from Ceban's website;

5.2. orders Ceban to provide Novo Nordisk, within four weeks of the service of this judgment and supported by relevant documentation, with:

- the full names and addresses of all purchasers in the Netherlands of the Semanova nasal spray, other than end users;
- the full names and address(es) of the supplier(s) from whom Ceban sourced the semaglutide used in the Semanova nasal spray, specifying the quantity and date of delivery;
- the number of semaglutide-containing nasal sprays that Ceban has manufactured, distributed, and/or kept in stock in the Netherlands;

5.3. Ceban is ordered to send a registered letter to each of the customers to whom it has supplied the semaglutide-containing nasal sprays in the Netherlands – other than end users – within 7 business days of the service of this judgment, containing the following text:

> *"We are obliged to inform you that the Semanova nasal spray products supplied by us constitute an infringement of European patent EP 1 863 839 B1 and SPC*

300936 of Novo Nordisk A/S, and that these products may therefore no longer be offered, sold, delivered, used, or kept in stock. We hereby request that you no longer use these products and return all copies and materials in your possession to us. We will then immediately reimburse you for the purchase price and all costs associated with returning such products.

[name and signature of a legal representative of CEBAN]"

with copies of these letters provided simultaneously to Novo Nordisk's attorney-at-laws;

5.4. order CEBAN to pay Novo Nordisk a penalty payment of €50,000.00 per day or part thereof in the event of a violation of the injunction under 5.1, or, at Novo Nordisk's discretion, €5,000.00 per product for a violation of the injunction under 5.1, and €5,000.00 for each day or part thereof that Ceban fails to comply with the orders under 5.2 and 5.3, all of which until a maximum of €500,000.00 is reached;

5.5. orders Ceban to pay the litigation costs of €50,053.77, payable within fourteen days of receiving a demand to that effect, plus €98.00 and the costs of service if Ceban fails to comply with the orders in a timely manner and the judgment is subsequently served;

5.6. orders Ceban to pay statutory interest as provided for in Article 6:119 of the Dutch Civil Code on the litigation costs if they are not paid within fourteen days of being notified to do so;

5.7. sets the deadline for filing a claim in the main action, as referred to in Article 1019i of the DCCP, at six months from today;

5.8. declares this judgment provisionally enforceable to the extent set forth herein;

5.9. dismisses the remaining or alternative claims.

This judgment was rendered by mr. J.Th. van Walderveen, assisted by mr. W. Janssen, and pronounced in open court on 5 August 2026.