

**Shanghai Songjiang District People's Court of the
People's Republic of China
Civil Judgment**

(2025) Hu 0117 Min Chu 5393

Plaintiff: Nolato Silikonteknik AB, with its domicile at Hallsberg, P.O. Box 62, 69422, Sweden.

Legal Representative: Ericksson, Carl Anders Ellis, Managing Director.

Authorized Agent Ad Litem: Zhang Yalin, a lawyer from R&P China Lawyers

Authorized Agent Ad Litem: Min Yadi, a lawyer from R&P China Lawyers

Defendants: SHANGHAI LANDMODE ELECTRONICS CO., LTD., with its domicile at Floor 5, Building 10, No. 58 Wenxiang East Road, Songjiang District, Shanghai.

Legal Representative: Wang Huali, Executive Director.

Defendant: Wang Huali, male, [REDACTED] Han [REDACTED] Road, Minhang District, Shanghai.

The authorized agent ad litem for the aforementioned two Defendants: Wang Qingkun, a lawyer from Shanghai Zhihe Law Firm.

The authorized agent ad litem for the aforementioned two Defendants: Ren Yijun, a lawyer from Shanghai Zhihe Law Firm.

This case involves a dispute over the right to reputation between the Plaintiff Nolato Silikonteknik AB (hereinafter referred to as "Nolato") and the Defendants SHANGHAI LANDMODE ELECTRONICS CO., LTD. (hereinafter referred to as "Landmode") and Wang Huali. After being filed by the court on February 25, 2025, the case was heard in accordance with the ordinary procedure



under the law. This case was publicly heard in court on April 14, 2025. Zhang Yalin, the authorized agent ad litem of the Plaintiff Nolato, Wang Huali, the legal representative of the Defendant Landmode who is also the Defendant himself, and Wang Qingkun and Ren Yijun, the jointly authorized agents ad litem of the two Defendants, appeared in court for the proceedings. This case has now concluded.

The Plaintiff Nolato filed the following claims with the court: I. The Defendants shall eliminate the adverse effects on and restore the reputation of the Plaintiff, and make a written apology to the Plaintiff (the content of which shall be subject to the court's review). The apology letter, stamped with the official seal and signed, shall be sent via email to 50 email addresses of the Plaintiff and its customers (a detailed list is attached). II. The Defendants shall compensate the Plaintiff for losses and reasonable costs for safeguarding rights in the amount of RMB 102,311.20. Facts and Reasons: The Plaintiff is a conductive material manufacturer in Sweden, while the Defendant Landmode is a domestic company providing technical services, and the Defendant Wang Huali is the legal representative and actual controller of the Defendant Landmode. Both the Plaintiff and the Defendant Landmode serve as downstream suppliers to customers in the automotive industry and share some common customers. As the common customers designated the Plaintiff as the material supplier, the two parties established a cooperative relationship starting from 2012. The Defendant Landmode procured specified materials from the Plaintiff according to the requirements of the common customers, used them in its products, and then delivered the products to the customers. The Defendant Landmode also leased production equipment from the Plaintiff for its product manufacturing. In 2023, the Plaintiff discovered that during the cooperation period, the Defendant Landmode and its shareholder "VOOKEY NEW MATERIAL (SHANGHAI) CO., LTD. (hereinafter referred to as VOOKEY)" had engaged in intellectual property infringement and breaches of contract, etc. After unsuccessful communications, the Plaintiff notified the Defendant Landmode and its shareholder in September 2024 to terminate the cooperation. The Plaintiff ceased supplying raw materials to the Defendant Landmode and requested the Defendant Landmode to return the leased

production equipment. The Defendant Landmode and its shareholder denied the infringement and breaches of contract and requested the Plaintiff to continue the supply and cooperation. On November 14, 2024, without any prior communication with the Plaintiff and lacking factual and scientific basis, the two Defendants sent a seriously false *Declaration on the Issues Regarding Nolato's Material Document Information* along with so-called supporting materials via email to 50 email addresses (known) of 16 common customers. They claimed that there were significant issues with the Plaintiff and its products, including but not limited to "major inconsistencies in the content of MSDS and IMDS for products with the same material code, including changes in the range of core components within the material and the addition or reduction of component substances themselves," and "the shelf life mentioned in some officially provided technical parameter sheets (TDS) has also changed by up to 2.25 times without synchronization, involving numerous materials such as Nolato8800, Nolato8950, Nolato9440, Nolato8960, Nolato8952, Nolato8961, Nolato8525L, etc." At the same time, the two Defendants used the following hypothetical, one-sided, misleading, and exaggerated expressions in the declaration to accuse or strongly imply that the use of the Plaintiff's products by customers has or will inevitably lead to serious consequences: "If the documents for the same material code are inconsistent at different times, it may lead to issues related to customs supervision." "If there are possible changes in the core material components, there may inevitably be factors affecting driving safety." "Based on the fact that products using a large amount of Nolato materials have been continuously delivered over the past 10 years, this may also have a significant impact on the entire automotive supply chain." "If the materials from upstream suppliers have changed, it will directly affect all companies in the downstream supply chain." After receiving the aforementioned declaration from the two Defendants, the Plaintiff's customers have currently suspended their procurement plans from the Plaintiff and requested the Plaintiff to send personnel to the customers' premises for inquiry, which has already resulted in economic and goodwill losses for the Plaintiff. If timely measures are not taken, the Plaintiff's losses will inevitably continue and expand. The Plaintiff believes that the



act of the two Defendants fabricating and disseminating false and misleading information has raised doubts among the Plaintiff's customers about the quality of the Plaintiff's products, lowered their evaluation of the Plaintiff's products, and caused the Plaintiff to suffer losses in commercial reputation, product reputation, and economically. The Defendants have infringed upon the Plaintiff's right to reputation through defamation, so the Plaintiff has filed a lawsuit with the court and hopes that its claims will be granted as requested.

The Defendant Landmode argued that the right to reputation is a social evaluation that a legal person receives based on its own attributes and value. Whether liability for infringement of the right to reputation is constituted shall be comprehensively determined based on whether the victim has suffered damage to reputation, whether the actor has engaged in infringing acts, whether there is a causal relationship between the infringing acts and the damage consequences, and whether the infringer is at fault, among other aspects. In this case, firstly, the Defendant has not objectively engaged in any insulting or defamatory acts. During the production process, the Defendant discovered significant inconsistencies in the information provided by the Plaintiff regarding the raw materials. Based on the requirements for product quality, safety, and industry regulations, the Defendant sent multiple lawyers' letters and emails to the Plaintiff, requesting an explanation for the information inconsistencies, but the Plaintiff never responded. Given the Plaintiff's negligence in responding and its continued dissemination of false information to customers, the Defendant truthfully explained the fact of the information inconsistencies to the customers in accordance with the contractual agreement and industry practices. Secondly, the Defendant had no malicious intent subjectively. The content of the Defendant's communications was strictly limited to factual statements, without the use of any insulting language, and was not disseminated through public channels. It only served as a risk warning to necessary business partners. Thirdly, regarding the losses claimed by the Plaintiff, the Plaintiff has the obligation to prove that the damage to its reputation has a direct causal relationship with the emails sent by the Defendant, but the Plaintiff has failed to do so. Fourthly, as a purchaser and one of

the Plaintiff's direct customers, the Defendant has the right to make reasonable evaluations of the products based on objective facts without fabricating facts or maliciously slandering them, and the Plaintiff shall tolerate such evaluations. The Defendant requests the court to dismiss all of the Plaintiff's claims.

The Defendant Wang Huali argued that he agreed with the defense arguments put forward by the Defendant Landmode. Wang Huali, as the legal person of the Defendant Landmode, maintained that sending the email was a professional act within the scope of his duties. Moreover, according to the customers' reply, it was evident that the customers regarded the email as having been sent by the Defendant Landmode. In accordance with the relevant provisions of the Civil Code, the legal consequences of civil activities conducted by a legal representative in the name of the legal person shall be borne by the legal person and have nothing to do with the legal representative.

The court's findings of fact after trial are as follows: The Plaintiff is a professional supplier of conductive rail transit materials. The Defendant is an auto parts manufacturer. The Plaintiff is the Defendant's material supplier.

On August 16, 2024, the Plaintiff sent an email titled "Matters Related to the Sale of TRISHIELD Products" to the email addresses eric.wang@vookeyauto.com and eric.wang@landmodetech.com. Subsequently, the Defendant Landmode and the third party VOOKEY jointly entrusted a lawyer to reply to the Plaintiff via email. Between then and October 21, 2024, there were multiple email exchanges between the two parties regarding the Plaintiff's claim that the Defendant Landmode and the third party VOOKEY had infringed upon the Plaintiff's intellectual property rights and misused its trade secrets and confidential information, which the Defendant Landmode and the third party VOOKEY denied.

On November 1, 2024, the Defendant entrusted Lawyer Zhang Xin to send a lawyer's letter titled "Notice and Claims Regarding Product Information-Related Matters" to the Plaintiff's personnel, the content of which is as follows:

Mr. Anders and others:

Shanghai Zhihe Law Firm has accepted the commission of SHANGHAI LANDMODE ELECTRONICS CO., LTD. (hereinafter referred to as the "Client") and has appointed Lawyer Wang Qingkun and Lawyer Zhang Xin (hereinafter referred to as the "Lawyers") to issue this letter regarding matters related to the information of products supplied by your company. Prior to issuing this letter, the Lawyers have read, obtained evidence, reviewed the following documents provided by the Client, and listened to the Client's statements accompanied by a commitment to authenticity: 1. Your company's product information uploaded to the IMDS system at different times; 2. The MSDS information provided by your company when the Client purchased products from your company; 3. The purchase records of the Client's procurement of relevant products from your company; 4. Documents such as the Client's communication records with some downstream customers. Based on the understanding of the aforementioned documents and the Client's statements, the Lawyers summarize the basic facts confirmed as follows: 1. To meet its production and operational needs, the Client has repeatedly purchased multiple models of products from your company since 2012, with a total purchase amount nearing RMB 100 million. The purchased products have been used in projects for dozens of upstream customers worldwide. 2. The products purchased by the Client from your company are all used for the processing of automotive components. Your company is fully aware of this and has uploaded product information through the IMDS system at different times in accordance with industry requirements. 3. The MSDS documents provided by your company during the product procurement process also contain relevant product information. 4. Recently, the Client has repeatedly received feedback from customers requesting verification of the product information, particularly the composition information, for multiple models of products supplied by your company. These requests involve several products produced and sold by your company, including models numbered 8950, 8960, 8961, etc. 5. After reviewing and comparing the information, the Client has discovered the following: (1) For the same product, there are discrepancies in the product information provided by your company through different channels; (2) For the same product, there are also discrepancies in the



product information released by your company through the same channel at different times; (3) The aforementioned situations involve numerous product models supplied by your company, including 8950, 8960, 8961, 8525L, 8800, 9440, etc.; (4) The products with inconsistent information are involved in core automotive electronics projects for dozens of downstream T1 customers and original equipment manufacturer (OEM) customers worldwide. 6. Regarding the changes in the aforementioned product information, the Client, as the purchasing entity, has never received formal notice from your company. Additionally, your company has not informed downstream customers of the product improvements and information updates in accordance with the usual requirements and practices of the automotive industry, nor has it notified downstream customers of the need to re-validate their products due to changes in your company's materials. Based on the aforementioned facts, the Lawyers, authorized by the Client, make the following declarations: 1. As a Swedish listed company and a material supplier in the automotive industry, your company shall be fully aware that the composition of materials is crucial to the quality of automotive components and even entire vehicles. Any practitioner in the industry shall exercise great care to ensure product stability and information consistency. However, judging from the information compiled by the Client, your company has clearly violated the general requirements of the automotive industry and failed to fully fulfill all obligations that a material seller shall undertake. Your company is hereby requested to provide a reasonable explanation for the aforementioned inconsistencies in information by Beijing time on November 4, 2024. 2. The materials previously purchased by the Client from your company have been used for the production of automotive components in accordance with the requirements of upstream customers. However, due to the aforementioned errors by your company, the Client is objectively facing significant risks, including substantial claims from customers, damage to product reputation, and loss of corporate credibility. It is hereby also declared that your company shall be liable for all losses incurred by the Client as a result of the aforementioned circumstances, including but not limited to direct losses and indirect losses arising from damage to product



reputation and corporate credibility. 3. Some of the Client's customers have noticed the aforementioned information inconsistencies and have begun to issue warnings to the Client. If your company fails to provide a reasonable response within the timeframe specified in Item I above, the Client will handle the matter in a manner it deems appropriate, and your company shall also be liable for any escalated losses resulting therefrom. This letter is written in both Chinese and English. In the event of any conflict, the Chinese version shall prevail.

On November 6, 2024, there were multiple email exchanges between the Plaintiff and the Defendant, as follows:

Email from the Defendant to the Plaintiff: The technical parameter declarations for the following batch of goods differ from those of the previously shipped goods. 1. We request a return and refund for 139 pieces of the goods; 2. If our customer imposes penalties and demands compensation from us due to product issues, we will also impose corresponding penalties and demand compensation from you. Please be informed and contact us as soon as possible.

Email from the Plaintiff to the Defendant: Could you please provide a hint which parameters in the COC are inconsistent with the technical declarations? We have shipped many batches before, all with the same shipping reports.

Email from the Defendant to the Plaintiff: The IMDS data from November 2023; the MSD data from September 2016.

On November 8, 2024, the Defendant sent an email to the Plaintiff, stating: Please provide us with a response as soon as possible.

On November 12, 2024, the Defendant sent another email to the Plaintiff, stating: Please provide us with a response as soon as possible regarding the product issues.

On November 14, 2024, Wang Huali, the Defendant, sent an email titled *Declaration on the Issues Regarding Nolato's Material Document Information* to third parties Xu [REDACTED] Gu [REDACTED], etc., stating: Based on our previous phone conversation, we are formally and regretfully notifying you that regarding the product projects produced by your company, APTIV, at our company and the projects already

delivered using Nolato material solutions, we have recently discovered potential significant risks to our company, your company, APTIV, and the OEMs. Please find attached the specific declarations and supporting materials for your review and confirmation. Additionally, we kindly request your specific guidance on the next steps our company shall take. The product part numbers currently involved are: 28698239, 28639676, involving multiple OEMs. Thank you.

On November 14, 2024, the Defendant, Wang Huali, sent an email titled *Declaration on the Issues Regarding Nolato's Material Document Information* to a third party, Li [REDACTED] stating: Based on our previous phone conversation, we are formally and regretfully notifying you that regarding the product projects produced by your company, APTIV, at our company and the projects already delivered using Nolato material solutions, we have recently discovered potential significant risks to our company, your company, APTIV, and the OEMs. Please find attached the specific declarations and supporting materials for your review and confirmation. Additionally, we kindly request your specific guidance on the next steps our company shall take. The product part number currently involved is: 28777173. Thank you.

On November 19, 2024, the Plaintiff sent an email to relevant customers stating: The declaration made by Landmode constitutes serious accusations. In response, we first solemnly declare that these accusations are entirely unfounded. The Nolato material mentioned in the declaration has not undergone any changes, and its composition and functionality have remained consistent throughout. Although the material documents have indeed been updated, any composition changes have been strictly carried out in accordance with agreements, regulations, and legal requirements, and customers have been notified prior to any changes. We deeply regret that Landmode has widely disseminated such accusations without engaging in detailed communication with us. It is evident that this behavior is intended to damage Nolato's reputation. We are currently discussing with our Chinese legal team about taking legal action to safeguard Nolato's legitimate rights and interests.

The Plaintiff sent a *Solemn Declaration Regarding Serious Accusations Made by Landmode against Nolato Material Issues* to relevant customers, stating: We have

noticed that SHANGHAI LANDMODE ELECTRONICS CO., LTD., a former partner of Nolato Silikonteknik AB, and its subsidiaries have recently made some false statements regarding Nolato materials (see attachment). The declaration made by Landmode constitutes serious accusations. In response, we first solemnly declare that these accusations are entirely unfounded. The Nolato material mentioned in the declaration has not undergone any changes, and its composition and functionality have remained consistent throughout. Although the material documents have indeed been updated, any composition changes have been strictly carried out in accordance with agreements, regulations, and legal requirements, and customers have been notified prior to any changes. We deeply regret that Landmode has widely disseminated such accusations without engaging in detailed communication with us. It is evident that this behavior is intended to damage Nolato's reputation. We are currently discussing with our Chinese legal team about taking legal action to safeguard Nolato's legitimate rights and interests. We also take this opportunity to assure you that all materials supplied by Nolato fully comply with relevant specifications and documentation requirements, posing no risks to the safety of the final products and certainly having no significant impact on the entire automotive supply chain. Specifically, Landmode has claimed that there are inconsistencies among the contents of the Material Safety Data Sheets (MSDS), International Material Data System (IMDS) entries, and Technical Data Sheets (TDS) for multiple materials supplied by Nolato, including Nolato8800, Nolato8950, Nolato9440, Nolato8960, Nolato8952, Nolato8961, and Nolato8525L. Below is our detailed response to the relevant issues. Please take note, and feel free to contact us with any questions.

Material Safety Data Sheets (MSDS): The purpose of an MSDS is to provide a high level of protection for human health and the environment. It contains information on the safe use of materials and lists various hazardous substances in accordance with classification criteria that are harmful to humans or the environment. The MSDS for the aforementioned Nolato materials is a document concerning the protection and classification of uncured material mixtures. According to EU Regulation (EC) No 1907/2006 concerning the Registration, Evaluation,

Authorization and Restriction of Chemicals (REACH), substances that meet the CLP classification criteria or are listed as PBT, vPvB, or on the REACH Candidate List of Substances shall be included. Substances that do not meet the classification criteria or are harmless do not need to be listed, and the sum of the material components does not need to reach 100%. International Material Data System (IMDS): The IMDS is an automotive material data system used to collect, maintain, analyze, and archive all materials present in the vehicle manufacturing process. Suppliers create materials through this system and send them to customers for inclusion in product compositions. Materials in the IMDS shall be reported in their final state, i.e., excluding any solvents and similar substances consumed during the production process. At least 90% of the materials must be declared in the IMDS, and basic substances that shall be declared or are prohibited must be included. Regarding the differences between the MSDS and IMDS provided by Nolato: The MSDS and IMDS cannot be directly compared due to their different purposes. The IMDS lists components that shall be declared and are present in the final cured product, while the MSDS focuses on the safety of the uncured material. Therefore, solvents are not included in the IMDS, while they are included in the MSDS. The MSDS for Nolato materials is compiled for multiple materials with the same classification. This means that multiple Ni/C Trishield materials share the same MSDS. As indicated by the product number list in the MSDS, our "MSDS Trishield Ni/C" document applies to all Nolato8950, 8960, 8952, and 8961 products. This is because, despite differences in these materials, their health and safety classifications are the same. The MSDS is applicable to all materials listed under the relevant product numbers in the document. The substance range is set up to allow multiple similar materials to be included in the same MSDS. Regardless of where a particular material falls within the substance range, its health and safety classification remains consistent. When developing new materials, we update the percentage range of substances to ensure that the new materials can be incorporated into the same MSDS. However, this does not imply that any changes have occurred to our existing materials in any aspect. The MSDS is a document that requires updating when new regulations are implemented. This is to



ensure that relevant provisions regarding substances, exposure limits, etc., remain accurate and up-to-date. We changed the layout of the MSDS in early 2023 due to a switch in the MSDS compilation program, but the safety information in the MSDS remains identical to that in previous versions. We are deeply concerned about the declaration regarding the use of MSDS for IMDS creation. According to IMDS's own instructions, MSDS shall not be used for IMDS material creation (as shown in the figure below—excerpted from the IMDS document "Creation Tips: Material,"

Version: IMDS13.0 Release Version, available on the IMDS website). As material manufacturers, we have created all materials in the IMDS and sent them to customers in accordance with all IMDS recommendations. The MSDS for our materials is not intended for IMDS creation. Therefore, if customers decide to create materials on their own, we cannot guarantee the accuracy of all information. We are happy to provide material declarations to all customers through IMDS, IPC1752, Excel spreadsheets, or other formats based on customer preferences. As stated above, we would like to emphasize that the materials supplied by Nolato fully comply with applicable industry standards, including those required for automotive and telecommunications applications, and that no changes have occurred to these materials. For reference, any modifications made to materials will undergo comprehensive evaluation and rigorous testing to ensure that their performance and safety consistently meet customer requirements and regulatory demands. All relevant information will be faithfully conveyed and promptly communicated to our customers. Regarding the claim about changes to the shelf life of Nolato materials: Shelf life refers to the length of time that materials can be stored without affecting their usability. For Nolato materials, this does not necessarily mean that the materials cannot be used after the expiration of the shelf life; rather, it necessitates testing the materials before use. Prior to 2019, Nolato supported customers through testing and provided relevant documentation to extend the shelf life beyond 6 months. Between 2017 and 2019, we conducted a census of Nolato Trishield materials. The conclusion was that the originally specified 6-month shelf life was merely a conservative recommendation for Trishield materials, covering specific models as follows: 85XX,

87XX, 88XX, and 89XX. Since February 15, 2019, the shelf life of these materials has been extended to 9 months, provided that the materials have been transported and stored under the correct conditions. Under normal circumstances, these materials can continue to be used even after 9 months. However, their functionality must be verified and the best-use period extended in advance according to the relevant procedures recommended in the document *Testing of Trishield Materials beyond Their Best-use Period* provided by Nolato. Another material mentioned in Landmode's declaration is the thermal interface material Nolato9440. This material was released in January 2016 and was labeled with a 1-year shelf life in the first version of the TDS. Therefore, in the latest version of the TDS (Version 11) dated March 7, 2023, the shelf life of this material remains 1 year. The same shelf life applies to Version 9 of the TDS (dated June 4, 2020), which has been translated into Chinese for the Chinese market. As shown above, only the shelf life of Trishield materials has been extended from 6 months to 9 months (i.e., a 50% extension). Therefore, Landmode's claim that there have been changes in shelf life of up to 150% and 225% lacks factual basis. Regarding compliance and safety: Landmode raised issues in the letter concerning adherence to customs regulations and the safety of end-use applications, such as automotive electronics. We must emphasize that these issues are entirely without factual basis. We are well aware of the significance of safety and performance in automotive and telecommunications applications. As a key supplier in these fields, we attach great importance to the safety of our materials and products. However, after conducting a comprehensive review of our processes, we can categorically deny the existence of any threats to the safety of end products or the possibility of posing significant risks to the broader automotive supply chain. In his letter, Landmode implies that the use of our materials may affect driving safety and disrupt the supply chain. However, this, too, lacks factual support. As mentioned above, the materials in question have not undergone any changes, and we have conducted thorough testing on the relevant materials, which continue to meet the performance specifications required for automotive and telecommunications applications as always. Regarding material returns and legal liability: In response to



Landmode's request to return inventory products, we wish to clarify that Nolato always adheres to strict quality assurance agreements. Unless the materials exhibit verifiable defects, we do not accept returns. We have conducted a comprehensive review of the concerns raised about the materials and found them to be entirely unfounded. Therefore, Landmode has no grounds to request a return of the materials or hold Nolato liable. We have also noted that Landmode claims that there may be significant economic losses and reputational damage to companies within the supply chain, but these claims are equally unfounded. We hereby emphasize that Nolato categorically denies any liability claims made against us and firmly believes that there are no material issues that could result in economic losses or negative impacts.

Commitment to continued cooperation: Nolato highly values the partnerships we have established within the automotive and telecommunications supply chains and are committed to maintaining transparent, professional, and mutually beneficial relationships with all our customers and partners. We are wholeheartedly dedicated to ensuring the integrity and safety of the materials we supply and are always willing to discuss any remaining concerns with you or your team. We hope that this letter provides the necessary clarifications and addresses the issues raised by Landmode. If you require further details or wish to discuss this matter further, please do not hesitate to contact us. Thank you for your attention and support!

During the litigation, both parties confirmed the application of Chinese law.

The aforementioned facts are evidenced by emails, declarations, translated texts, legal service invoices, business licenses, and statements from the parties involved, among others.

The court holds that reputation constitutes a social evaluation of a specific civil subject's moral character, abilities, credibility, business reputation, qualifications, prestige, image, and other aspects. Whether liability for infringement of reputation rights is established shall be comprehensively judged based on factors such as whether the actor committed an infringing act, whether the victim suffered reputational damage, whether there is a causal relationship between the infringing act and the damage consequences, and whether the actor was at fault. In this case, there

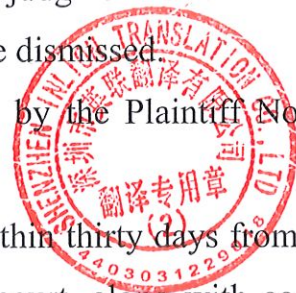
is a genuine contractual relationship between the Plaintiff and the Defendants. During the performance of the contract, when disputes arose regarding whether there were defects in the quality of the relevant products, and after the Defendants' repeated attempts to address the issue via emails to the Plaintiff proved unsuccessful, the Defendant sent emails to the affiliated enterprises of both parties. The content of these emails was limited to the scope of issues in question during the performance of the contract and did not reflect a subjective intent to insult, defame, or fabricate facts to infringe upon the Plaintiff's reputation rights. Moreover, the evidence presented by the Plaintiff in this case is insufficient to prove that the Defendants' act of sending emails to the relevant enterprises resulted in a decline in the Plaintiff's social evaluation. The Plaintiff's claims for the Defendant to eliminate adverse effects, restore reputation, offer an apology, and compensate for losses lack basis, and the court finds it difficult to support them.

In summary, in accordance with Article 44 of the *Law of the People's Republic of China on the Application of Law to Foreign-related Civil Relations* and Article 1024 of the *Civil Code of the People's Republic of China*, the judgment is as follows:

The Plaintiff Nolato Silikonteknik AB's entire claims are dismissed.

The case acceptance fee of RMB 812 shall be borne by the Plaintiff Nolato Silikonteknik AB (already paid).

If any party disagrees with this judgment, they may, within thirty days from the date of service of this judgment, submit an appeal to the court, along with copies corresponding to the number of opposing parties, and appeal to the Shanghai First Intermediate People's Court.





Presiding Judge: Kang Xiaoli

Judge: Yao Lei

People's Juror: Chen Xiang

July 30, 2025

This copy has been verified and matches the original.

Clerk: Zhu Huina



Appendix: Relevant Legal Provisions

I. Law of the People's Republic of China on the Application of Law to Foreign-related Civil Relations

Article 44 Tort liability shall be governed by the law of the place where the tortious act occurs. However, if the parties involved have a common habitual residence, the law of that common habitual residence shall apply. After the occurrence of a tortious act, if the parties agree to choose the applicable law, their agreement shall prevail.

II. Civil Code of the People's Republic of China

Article 1024 A civil subject shall enjoy the right to reputation. No organization or individual may infringe upon the right to reputation of others by means such as insult or defamation.

Reputation constitutes a social evaluation of a civil subject's moral character, prestige, abilities, and credibility, among other aspects.

