

Operative part

The Court:

1. Dismisses the appeal;
2. Orders Glaverbel SA to pay the costs.

**Judgment of the Court of First Instance (Fourth Chamber)
of 12 September 2007 — ColArt/Americas v OHIM (BASICS)**

(Case T-164/06)

Community trade mark — Application for the Community word mark BASICS — Absolute grounds for refusal — Lack of distinctive character — Descriptive mark — Article 7(1)(b) and (c) of Regulation (EC) No 40/94 — Distinctive character acquired through use — Article 7(3) of Regulation No 40/94

1. *Community trade mark — Definition and acquisition of the Community trade mark — Absolute grounds for refusal — Marks composed exclusively of signs or indications which may serve to designate the characteristics of goods (Council Regulation No 40/94, Art. 7(1)(c)) (see paras 24, 25)*
2. *Community trade mark — Definition and acquisition of the Community trade mark — Absolute grounds for refusal — Marks devoid of any distinctive character — Exception — Acquisition of distinctive character through use (Council Regulation No 40/94, Art. 7(3)) (see paras 45-47, 53)*

Re:

APPLICATION for annulment of the decision of the Fourth Board of Appeal of OHIM of 7 April 2006 (Case R 788/2005-4), refusing to register the word mark BASICS as a Community trade mark.

Information relating to the case

Applicant for the Community trade mark:	ColArt/Americas, Inc.
Community trade mark sought:	Word mark BASICS for goods in Class 2 — Application No 2433613
Decision of the Examiner:	Refusal of registration
Decision of the Board of Appeal:	Appeal dismissed

Operative part

The Court:

1. Dismisses the appeal;
2. Orders ColArt/Americas, Inc. to pay the costs.

**Judgment of the Court of First Instance (Second Chamber) of 12 September 2007 — Commission v Internet Commerce Network and Dane-Elec Memory
(Case T-184/06)**

Arbitration clause — Contract concluded in the framework of a special programme in the field of information society technologies (Crossmarc project) — Non-performance of the contract — Repayment of the advance paid by the Community — At-first-demand guarantee of the contractual obligations — Default procedure