In **T 237/84** (OJ 1987, 309) the board stated that the purpose of reference signs in a claim (R. 29(7) EPC 1973) was to make the claims easier to understand. They did not limit the scope of the claim but did affect its clarity and might enable it to be expressed more concisely than would otherwise be possible (confirmed e.g. in **T 572/90**). In **T 986/97** the board allowed a reference to the drawings.

In decision **T 816/90** plasmids were defined by use of a designation which had no technical meaning per se. Moreover, their structure was defined by reference to a figure. The board was of the opinion that such a definition of a plasmid was contrary to the requirements of Art. 84 EPC 1973 and therefore could not be accepted.

3. Clarity of claims

3.1. Introduction and general principles

Claims lack clarity if the exact distinctions which delimit the scope of protection cannot be learnt from them (**T 165/84**, **T 6/01**). The claims per se must be free of contradiction (see **T 2/80**, OJ 1981, 431). They must be clear in themselves when read by the person skilled in the art, without any reference to the content of the description (**T 2/80**; **T 1129/97**, OJ 2001, 273; **T 2006/09**; **T 1253/11**; **T 355/14**). The Enlarged Board held in **G 1/04** (OJ 2006, 334) that the meaning of the essential features should be clear for the person skilled in the art from the wording of the claim alone (see also **T 342/03**, **T 2091/11**, **T 630/14**, **T 1140/14**, **T 1957/14**). The description is taken into account for the purposes of interpreting the claims and has in some cases also been considered when determining clarity and conciseness (see in this chapter II.A.6.3.).

In the key decision **T 728/98** (OJ 2001, 319) the board held that it followed from the requirement of legal certainty that a claim could not be considered clear within the meaning of Art. 84 EPC 1973 if it comprised an unclear technical feature (here "substantially pure") for which no unequivocal generally accepted meaning existed in the relevant art. This applied all the more if the unclear feature was essential for delimiting the subject-matter claimed from the prior art (see also **T 1399/11**, **T 1702/15**). Likewise in **T 226/98** (OJ 2002, 498) the board held that the feature "as a pharmaceutical product" for defining a pharmaceutical standard of purity in a claim related to a product as such (here, famotidine form "B"), rendered said claim unclear in the absence of a generally accepted quantitative definition for the purported standard of purity.

In **T 586/97** the main claim was directed to an aerosol composition comprising a propellant and an active ingredient which was not defined. The board held that, when an essential ingredient comprised in a chemical composition is open to be labelled arbitrarily "active ingredient" or not, the meaning of that feature would be variable. Leaving the public in doubt as to which compositions are covered by the claim would be at variance with the principle of legal certainty. Therefore, the claim at issue failed to meet the requirement of clarity imposed by Art. 84 EPC 1973. See also **T 642/05**, **T 134/10**.

In **T 1045/92** the claims concerned "a two-pack type curable composition comprising [...]". In the board's view "a two-pack curable composition" was an item of commerce as familiar