No Re-export to Russia and Belarus Clause

In accordance with Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EC) No 765/2006, as amended. Version of 16 October 2026.

This clause is part of every quotation of Engine Partners (Holland) B.V. ("EP Holland") and of each agreement that follows from it (the "Agreement"). The customer ("Customer") accepts it by accepting a quotation or placing an order.

1. The Customer shall not sell, supply, transfer, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods or technology supplied under or in connection with the Agreement that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014. For goods or technology falling within Article 8g of Council Regulation (EC) No 765/2006, the Customer shall not sell, supply, transfer, export or re-export them, directly or indirectly, to Belarus or for use in Belarus.

2. The Customer shall use its best efforts to ensure that the purposes of paragraph 1 are not frustrated by third parties further down the commercial chain, including resellers, agents or other intermediaries. Where such goods or technology are resold, the Customer shall require onward purchasers or resellers to accept equivalent no-re-export restrictions in writing.

3. The Customer shall establish and maintain an adequate, risk-based monitoring mechanism to detect conduct by downstream parties that could frustrate paragraph 1. Where reasonably available and relevant, the Customer shall maintain information on the ultimate recipient, intended destination and end use, and, for vessel supplies, the vessel name and IMO number.

4. Any violation of paragraphs 1, 2 or 3 shall constitute a material breach of an essential element of the Agreement. EP Holland may immediately suspend or stop deliveries, cancel unfulfilled orders, and/or terminate the affected Agreement by written notice. EP Holland may also claim from the Customer a penalty equal to 100% of the price of the goods or technology concerned or of the total value of the Agreement, whichever is higher, and compensation for all losses, costs, fines and damages resulting from the breach, including regulatory and reputational consequences. The penalty is due immediately and in addition to, not in place of, that compensation.

5. The Customer shall immediately inform EP Holland of any actual or suspected breach of paragraphs 1, 2 or 3, any difficulty in complying with them, or any relevant activity by a downstream party that could frustrate their purpose. The Customer shall provide information and supporting documentation concerning compliance, including relevant end-user and shipping information, within two weeks of EP Holland's written request.

6. EP Holland shall notify the competent authorities where required by applicable law, including Article 12g(4) of Regulation (EU) No 833/2014 and Article 8g(6) of Regulation (EC) No 765/2006. EP Holland may request further information and suspend fulfilment pending sanctions and export-control verification. Nothing in this clause authorises any transaction prohibited by applicable sanctions or export-control laws.

7. The Customer's obligations continue after delivery and after the Agreement ends.