



### **Customer's compliance with (EU) No 833/2014 and (EU) No 765/2006**

Further to the applicable terms and conditions of contract (the "Contract") between the Buyer/Customer/Owner ("Customer") and Wärtsilä/Supplier/Seller ("Wärtsilä"), Customer agrees in relation to such Contract to comply with the sanctions imposed by the EU in relation to Russia and Belarus set out in (EU) No 833/2014 and (EU) No 765/2006 (the "Regulations") and in particular warrants not to bring Wärtsilä in a situation where it would be violating such sanctions.

Customer confirms and warrants that any parts, services, equipment and/or systems delivered by Wärtsilä to the Customer shall not under any circumstance be sold, supplied, transferred, exported, directly or indirectly, to any natural or legal entity or body in Russia, nor shall be for use in Russia.

Further, Customer explicitly acknowledges that any goods supplied under or in connection with any Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8 g of Council Regulation (EU) No 765/2006 and all related technical information, documents and materials may not be re-exported, transhipped, diverted or transferred, directly or indirectly, to, or for use in, Russian Federation and/or Belarus.

Customer undertakes to use its best efforts to ensure that the purpose of this paragraph is not frustrated by any third parties further down the commercial chain, including by possible resellers. Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this paragraph.

A violation of this section shall constitute a material breach of contract and Wärtsilä shall be entitled to seek appropriate remedies, including, but not limited to termination of the Contract as well as any further agreements between Wärtsilä and Customer.

Customer shall immediately inform Wärtsilä about any problems in applying the conditions set out above including any relevant activities by third parties that could frustrate the purpose of the sanctions set out in (EU) No 833/2014 and (EU) No 765/2006.



Customer shall make available to Wärtsilä any information requested by Wärtsilä concerning compliance with the obligations under (EU) No 833/2014 and (EU) No 765/2006 within two weeks of the simple request of such information.

To the extent the Contract involves an oil tanker or oil tankers (for the avoidance of doubt, this includes crude oil tankers as well as product tankers), any such vessel(s) are referred to hereafter as the "Concerned Vessels", the Customer confirms and warrants that for the parts and services provided, to the extent Buyer Group is involved in transporting Russian oil, Customer is in compliance with the Russian price cap framework set out in the Regulations, as amended from time to time, and any other restrictions on seaborne Russian oil set out in the Regulations. Customer attests that:

- it has received and retained price information demonstrating that the seaborne Russian oil was purchased at or below the cap; or
- where not practicable to request and receive such information, it has obtained an attestation that the purchase of seaborne Russian oil is purchased at or below the cap; or
- Customer has received a signed attestation that the purchase of seaborne Russian oil falls under a derogation.