

**Fratelli Cosulich Sanctions Compliance Clause**  
**Updated 27/11/2025**

**Seller Warranties**

The Seller represents and warrants that it is not, and is not owned (directly or indirectly, in the aggregate) 50% or more by, any individual or entity designated under sanctions laws administered or enacted by the United Nations (UN), the European Union (EU), the United Kingdom (UK), or the United States of America (USA). The Seller further warrants full compliance with all applicable international sanctions, trade restrictions, and economic measures currently in force, including those imposed by the UN, EU, UK and/or USA.

**Buyer Warranties and Certifications**

The Buyer represents, warrants, and certifies that:

1. the Buyer, the nominated Vessel, the vessel owner and any other party to the transaction are not subject to sanctions imposed by the UN, EU, UK and/or USA, nor are owned or controlled by any party subject to the said sanctions;
2. the nominated Vessel will be employed at all times in full compliance with all trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements issued or enacted by the UN, EU, UK and/or USA;
3. the Vessel has not carried, is not carrying and will not carry any cargo in which any sanctioned person has an interest of any sort, or that contravenes sanctions imposed by the UN, EU, UK and/or USA;
4. the Vessel has not manipulated, knowingly switched off or otherwise disabled the Vessel's AIS other than in accordance with the relevant guidelines;
5. The Vessel shall not call at, or proceed to, any port or location within a jurisdiction subject to comprehensive international trade sanctions—including, but not limited to, Cuba, Iran, North Korea, Syria, Somalia, the Crimea/Sevastopol, Donetsk, and Luhansk regions of Ukraine, Venezuela, and Russia—until the Marine Fuels supplied under this Contract have been fully consumed, unless expressly authorized by the relevant sanctioning authority. This warranty shall remain in effect until full payment of the Marine Fuels invoice is received by the Seller, if such payment occurs after consumption.

**Right to Suspend Performance**

If the Seller reasonably determines that performance under this Contract would violate, or risk violation of, any applicable sanctions laws or regulations of the UN, EU, UK and/or USA, the Seller may, at its sole discretion, suspend or decline performance. Any contractual obligation requiring such performance shall be deemed null and void to the extent of such violation or risk.

#### **Remedies for Breach**

Any breach of the foregoing warranties by the Buyer shall constitute a material breach of the Contract. Without prejudice to any other rights or remedies available to the Seller under the Contract or applicable law—including the right to terminate—the Buyer shall indemnify and hold harmless the Seller from and against any and all losses, liabilities, damages, costs, fines, penalties, and expenses (including legal fees and reputational damage) arising directly or indirectly from such breach or non-compliance.