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Sanctions, export controls and dual-use goods

The difference between sanctions and export controls, dual-use licensing in Türkiye, how UN sanctions apply under Turkish law, the indirect reach of EU and US sanctions from banks to vessels, screening steps, end-user statements and red flags

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Online interactive version: **https://ozgurkonakci.com/en/guide/sanctions-and-export-controls/**

SHORT ANSWER

Sanctions target a country, sector or person; export controls look at the product. In Türkiye, exports of dual-use items on the Wassenaar and Australia Group lists need a Ministry of Trade licence; you apply to İMMİB with the importer's end use certificate (Communiqué Export 2003/12). An unlisted item can also need a licence if the end user is suspect. UN Security Council sanctions apply directly in Türkiye through Laws No. 6415 and 7262. EU and US sanctions mostly reach a Turkish company indirectly: the bank, insurer, carrier or supplier is bound by them, so the transaction may be blocked. Before every shipment, screen the product, country, parties and vessel against official lists and keep a record.

A short note first

This page is not legal advice. Sanctions lists and control lists change often, and we deliberately give no lists of countries or persons here. For a real transaction, check the current official source; where needed, ask the Ministry of Trade, your bank and a sanctions lawyer.

What are sanctions and export controls, and how do they differ?

The two are often confused, because both answer the question "can I ship this to this buyer?". But they start from different places.

- **Sanctions** target a state, a sector, or named persons and entities. They are imposed by the UN Security Council, the European Union or individual states. Arms embargoes, asset freezes, bans on trading certain goods and bans on financial services are the most common forms. The question is: *who am I dealing with, and in which country?*
- **Export controls** look at the product. Weapons, nuclear material and **dual-use items**, meaning goods, software and technology that can serve both civilian and military purposes, need a licence. The question is: *what is this product, where is it going, and what will the end user do with it?*

Dual-use does not only mean high technology. Machine tools above a certain precision, some chemicals, measuring instruments, software with encryption and certain bearings all appear on international control lists. Whether an item is listed depends on its technical specification, not its trade name.

	Sanctions	Export controls
What do they look at?	Country, sector, person and entity	The item's technical specification, destination and end use
Who imposes them?	UN Security Council, EU, individual states	Each state under its own law; lists are drawn up jointly in multilateral regimes
Typical result	Transaction ban, asset freeze, payment cannot be made	Licence requirement; without a licence the export cannot go ahead

	Sanctions	Export controls
First question for a Turkish exporter	Is the buyer, end user, bank or vessel on a list?	Is my product on a control list, and do I need a licence?

In practice you look at both together. An ordinary, unlisted product cannot be sold to a listed buyer. A listed product cannot be shipped without a licence, even to a country that is not under sanctions.

Export controls in Türkiye: authorities and rules

Türkiye has no single "export control act"; the competent authority depends on the product group. The strategic trade controls brochure of the Directorate General of Customs lists the licensing authorities as the Ministry of Trade, the Ministry of National Defence, the nuclear regulator and the Ministry of Agriculture and Forestry. According to the brochure, the key assessment criteria are the country of destination, the end use and the end user. Where an item's status is doubtful, customs asks the relevant authorities for an opinion.

Product group	Competent authority	Legal basis
Dual-use and sensitive goods (Wassenaar and Australia Group lists)	Ministry of Trade, Directorate General of Exports; applications go through the Istanbul Minerals and Metals Exporters' Association (İMMİB)	Çift Kullanımlı ve Hassas Maddelerin İhracatının Kontrolüne İlişkin Tebliğ (İhracat: 2003/12) (in Turkish)
Military goods, munitions, missile technology	Ministry of National Defence	Law No. 5201; the Ministry's controlled items list, the Wassenaar Munitions List and the Missile Technology Control Regime list
Nuclear and nuclear-related dual-use items	Nuclear Regulatory Authority	Nükleer İhracat ve Nükleer İthalat Kontrolü Yönetmeliği (Official Gazette 9 October 2025, No. 33042) (in Turkish)
Chemicals in the annexes to the Chemical Weapons Convention	Ministry of Trade	Kimyasal Silahlar Sözleşmesi Ekinde Yer Alan Kimyasal Maddelerin İhracatına İlişkin Tebliğ (in Turkish)
Biological agents	Ministry of Agriculture and Forestry (and the Ministry of Health for human health)	Australia Group biological lists

What does Communiqué 2003/12 say? Published in the Official Gazette on 2 December 2003, its main rules are:

- **Licence (Arts 2–3).** Exports of items on the Wassenaar Arrangement's dual-use list and the Australia Group's chemical precursors list need a licence. You apply to İMMİB, attaching the technical specification, information on use, and an **End Use Certificate** (Nihai Kullanım Sertifikası) issued by the importer. İMMİB carries out a preliminary review; the Ministry makes the final assessment after consulting the relevant authorities.
- **Time limits (Arts 4–5).** The customs declaration for a licensed export must be lodged within 90 days of the licence date, and this cannot be extended. Within 15 days after export, a copy of the declaration goes to İMMİB.
- **Unlisted items can also need a licence (Art. 6).** If the end user is suspected of developing weapons of mass destruction, if the exporter has reported such a suspicion, or if national or international security could be endangered or human rights violations could result, a licence is required even for an unlisted item. Internationally, this kind of rule is called a "catch-all".
- **Out of scope (Art. 7).** The Communiqué does not apply to merchanting trade (transit trade) or to goods stored in free zones. That does not mean these transactions are unregulated: the UN sanctions below and the merchanting provision of the Export Regulation still apply. See Merchanting and intermediary trade for details.

Classify your item against the current list. The Wassenaar list is amended at plenary meetings; the current version on the Arrangement's website (WA-LIST (25) 1 Corr.) reflects the December 2025 plenary. The Ministry's website also carries a Turkish text of the list based on version WA-LIST (09) 1; when classifying, use it together with the current version on the Arrangement's website. If you are unsure, giving the full technical specification in your application takes less time than answering questions later.

International regimes. According to the Ministry of Foreign Affairs, Türkiye takes part in the following multilateral export control regimes. The regimes draw up common control lists, which each country applies through its own legislation.

Regime	Scope	Türkiye's participation
Wassenaar Arrangement	Conventional arms and dual-use items	1996 (founding participant)
Missile Technology Control Regime (MTCR)	Missiles and unmanned delivery systems	1997
Zangger Committee	Nuclear material and equipment	1999
Nuclear Suppliers Group (NSG)	Nuclear and nuclear-related dual-use items	2000
Australia Group	Materials and equipment usable in chemical and biological weapons	2000

The other direction: importing dual-use items into Türkiye. The supplier's country may ask you for an Import Certificate or an End-User Certificate. These are approved by the Ministry of Trade's Directorate General of Imports. The current rules are in Communiqué Import 2026/12 (Official Gazette 31 December 2025). Approved certificates are valid for six months, and the period cannot be extended. If the goods are to go on to a third country, the importer must obtain permission from the exporter or the exporting country (Art. 9). After import, a Delivery Verification Certificate (Tesellüm Teyidi Vesikası) obtained from customs is passed to the exporting country's authorities.

The consequences of exporting without a licence are serious. The customs brochure warns that, where a missing licence is detected, processing takes longer and criminal penalties may follow. Smuggling offences are governed by the Anti-Smuggling Law No. 5607.

How are UN sanctions applied in Türkiye?

UN Security Council sanctions decisions are binding on member states. Each sanctions regime is run by a committee of the Council. The UN brings all persons and entities from every regime together in a single **Consolidated List**, published in XML, HTML and PDF. Being on one list does not mean the same measures apply to every name; the measures for each entry are set out on the relevant committee's page.

In Türkiye these decisions are applied through two laws:

- **Law No. 6415 on the Prevention of the Financing of Terrorism (2013).** Under Article 5, the President decides on freezing the assets of persons and entities listed under the Security Council's terrorist-financing resolutions. The decision is published in the Official Gazette and applied without delay.
- **Law No. 7262 on the Prevention of the Financing of the Proliferation of Weapons of Mass Destruction (Official Gazette 31 December 2020).** This law applies the UN's non-proliferation decisions. Under Article 2, no funds may be provided to listed persons, and the import, export, **transit** and transfer of listed materials, technology and support are prohibited. Under Article 3, the assets in Türkiye of listed persons, and listed **vessels**, are frozen or made subject to prohibitions without delay by presidential decision; final lists are published on the websites of the relevant public bodies. Under Article 5, breaching the ban on importing, exporting or transiting listed materials carries two to eight years' imprisonment.

The Ministry of Trade's "International Security Affairs" page links to the presidential decisions taken under these laws. The prohibitions in Article 2 of Law No. 7262 apply to everyone, so checking whether a buyer or vessel appears in these decisions is the company's own responsibility.

These two laws are the main source of sanctions that apply directly under Turkish law. EU and US sanctions reach Turkish companies by a different route, explained below.

How do EU and US sanctions affect a Turkish company?

As a rule, EU and US sanctions bind persons within their own jurisdiction. A Turkish company may not be directly addressed by them, but its bank, insurer, carrier, supplier or buyer may be. So the effect usually comes indirectly, but as a very real obstacle.

Who do EU sanctions bind? The scope article in EU sanctions regulations (for example Article 17 of Regulation 269/2014) lists: EU territory and airspace; aircraft and vessels under the jurisdiction of a member state; member state nationals wherever they are; legal persons incorporated under the law of a member state; and any business done in whole or in part within the EU. EU sanctions are adopted by the Council unanimously; implementation and penalties are a matter for the member states.

Who do US sanctions bind? According to OFAC at the US Treasury, US citizens and permanent residents, persons and entities in the United States, and US-incorporated companies and their foreign branches must comply. In some programmes, foreign subsidiaries of US companies are also covered. Non-US persons can be liable too if they cause a US person to violate sanctions or engage in conduct that evades them.

US-origin items carry the rules with them. According to the US Commerce Department's Bureau of Industry and Security (BIS), a US-origin item subject to the Export Administration Regulations (EAR) stays subject to them however many times it changes hands. Foreign-made items containing more than a set share of controlled US content, and certain foreign items made with US technology, can also be caught. A company re-exporting from Türkiye must itself determine whether a licence is needed, based on the item's classification (ECCN), the destination and the end user.

Secondary sanctions. Secondary sanctions target persons outside the imposing country's jurisdiction because they deal with sanctioned parties. For example, US Executive Order 14114 of December 2023 allows sanctions on foreign financial institutions that conduct or facilitate significant transactions for certain sanctions targets. OFAC states that this authority applies whatever the currency of the transaction; the consequence can be closure of the bank's US correspondent accounts or blocking of its assets. When Turkish banks ask for extra documents on transactions with sanctions exposure, or decline them, this risk is part of the reason.

Source	Whom does it bind directly?	Typical effect on a Turkish company
UN Security Council	All member states; in Türkiye through Laws No. 6415 and 7262	Direct prohibitions and freezes; criminal liability for breaches
EU	Persons in the EU, EU nationals and companies, business done in the EU, EU-flagged vessels	An EU supplier, bank, insurer or carrier refusing the transaction; a no-re-export clause in the contract; goods transiting the EU being stopped by customs
US	US persons; US-origin items (EAR)	Licence requirement for re-export of US-origin items; scrutiny of dollar payments and correspondent banks; secondary sanctions risk

An example mechanism: the EU no-re-export clause. To stop certain sensitive goods reaching a sanctioned country through third countries, the EU requires its exporters to write a clause into their contracts (Regulation 833/2014, Art. 12g). According to the Commission's FAQs, this obligation covers buyers in every country except a group of partner countries; Türkiye is not one of them. The clause requires the buyer not to sell the goods into that country, to monitor its own downstream customers, and provides for consequences such as termination and a contractual penalty if breached. That is why a Turkish company buying such goods from the EU sees this kind of clause in its contract. Scope and dates can change; check the current text on the Commission's website.

Goods passing through the EU. According to the Commission's 2023 guidance, goods stopped at customs because of sanctions stay under customs supervision until the investigation ends, and goods belonging to a listed party are frozen. It is therefore worth checking the parties and the goods before a shipment that will transit the EU sets off.

Impact on logistics: banks, insurers, carriers and vessels

Sanctions risk is felt most in the logistics chain: payment does not arrive, insurance does not pay, the carrier will not take the cargo, or the vessel cannot berth.

- **Banks.** In our experience, banks screen the parties, vessel, ports and goods on letters of credit, documentary collections and transfers; a missing or inconsistent document can hold a payment for days. If the bank itself is subject to a sanctions rule, it may be unable to pay even when the documents comply with the credit. The letter of credit process itself is covered in Payment methods and letters of credit.
- **Cargo insurance.** The JC2010/014 sanctions clause (11 August 2010) used in marine cargo policies relieves the insurer of any duty to provide cover, pay a claim or provide a benefit where doing so would expose it to UN resolutions or EU, UK or US sanctions. Interpreting a similar clause in 2018, an English court said two things: the insurer must show that payment would actually be prohibited, a mere risk is not enough; and the clause does not extinguish the obligation but suspends it for as long as the prohibition lasts ([2018] EWHC 2643 (Comm)). Insurance in general is covered in Carrier liability and cargo insurance.
- **Carriers and charters.** BIMCO's sanctions clauses published on 19 December 2019 (Sanctions Clause for Time Charter Parties 2020 and Sanctions Clause for Voyage Charter Parties 2020) set up a continuing warranty from both sides that neither is a sanctioned party. If the voyage turns into a sanctioned activity, the owner may cancel before loading or, once under way, refuse to proceed and ask the charterer for alternative orders within 48 hours; failing that, it may discharge the cargo at a safe port. Under the voyage

charter clause the charterer must incorporate it into bills of lading and sub-contracts; that clause is not designed for container trades. In our experience, container lines screen parties and goods at booking; a booking with sensitive goods or a risky destination is held or declined until further information arrives.

- **Vessels and ports.** Sanctions lists can include vessels as well as persons, and Law No. 7262 provides for measures against listed vessels. The US State Department, Treasury and Coast Guard advisory of 14 May 2020 lists deceptive practices used to evade sanctions: switching off or manipulating AIS, altering the vessel's name and IMO number, falsified bills of lading and certificates of origin, ship-to-ship transfers at sea, irregular routing and transshipment, frequent flag changes, and layered ownership.

We describe the 2024 UK Supreme Court decision on how sanctions affected a contract of affreightment in the "Sanctions and currency" case on the maritime law page; we do not repeat it here.

Screening step by step

Screening means checking the product, the country and the parties against official lists before you go ahead. Large companies use software for this; a small exporter can apply the same logic with the official search tools. What matters is taking the same steps on every transaction and recording the result.

1. **Classify the product.** Alongside the HS code, check whether the item is on a control list: the Wassenaar dual-use list, the Ministry of National Defence lists, the nuclear and chemical lists. If it is of US origin or contains US content, ask the supplier for the ECCN.
2. **Check the destination.** Are there UN, EU or US measures against the country? Do they cover your product or sector?
3. **Screen the parties.** Not only the buyer: also check the end user, any intermediary, the notify party, the paying bank and the paying company. An unlisted company can be owned or controlled by a listed person; the explanatory notes to the BIMCO clause also define a sanctioned party this broadly.
4. **Ask about the end use.** What will the item be used for, and where? Does the answer fit the product and the buyer's business?
5. **Check the route and the vessel.** Once the transshipment port, vessel name and IMO number are known, check the vessel too. Under FOB the buyer chooses the vessel, so ask for the vessel details before loading.
6. **Keep records.** Record which list you checked, on what date and under which name. If a similar name comes up (a possible match), stop and resolve it with extra data such as date of birth, address or registration number.

Source	What you find there
UN Security Council Consolidated List	All persons and entities subject to UN sanctions
Official Gazette and the Ministry of Trade's "International Security Affairs" page	Presidential decisions under Laws No. 6415 and 7262
EU Sanctions Map and the EU consolidated financial sanctions list	EU sanctions regimes, their legal acts, and persons subject to asset freezes
US Consolidated Screening List	Lists of the US Departments of Commerce, State and Treasury in one search, including the OFAC SDN List and the BIS Entity List
Wassenaar control lists; Ministry of National Defence control lists	Classification of dual-use and military items

These tools are aids; they do not replace the official lists. The US Consolidated Screening List says so itself: if there is a match, check the official publication and the agency's own list. The US list is updated daily and the others change often; last week's search result may not hold today.

End-user statements and red flags

End-user statement. For a licensable item, the document required in Türkiye is the End Use Certificate issued by the importer (Communiqué 2003/12, Annex A). In it, the end user undertakes not to re-export the goods to a third country without the Turkish exporter's permission. Even for items that need no licence, where the destination or the product is sensitive, it is good practice to obtain a written end-user statement from the buyer. In our view such a statement should at least include: the end user's full name and address,

a description and quantity of the goods, the purpose and place of use, an undertaking that the goods will not be used for weapons of mass destruction or military purposes and will not be re-exported without permission, and a signature and date.

Do not self-blind. The first principle of BIS's "know your customer" guidance is that avoiding questions about end use or end user, or telling staff not to discuss them, can count against a company in an enforcement case. Without red flags you can generally rely on the customer's statements; when red flags appear, you must look into them and resolve the suspicion. If the doubt remains, do not proceed, or consult the competent authority.

Red flags. Read together, the BIS list and the 2020 maritime advisory point to these warning signs:

- The buyer is reluctant to give information on end use.
- The buyer's business background is thin, or the product does not fit its line of business.
- The product is too advanced for the technical level of the destination country.
- The buyer does not know the product's performance but still wants it, and declines installation, training or maintenance.
- A freight forwarder or warehouse is named as the final destination.
- Payment comes from a company in a third country with no apparent link to the transaction.
- The route is unusual: the goods go through a third country without need, or with several transshipments.
- The price is well below market.
- The vessel has had long AIS gaps, carried out ship-to-ship transfers at sea, or changed flag frequently.
- Someone asks to change the port, date or shipper shown on the documents. What to watch for with bill of lading change requests is covered in The bill of lading in practice.

Some of these signs also appear in fraud. Safeguards against payment and identity fraud are covered in Fraud in trade and logistics.

Contract and pre-shipment checklist

Managing sanctions and export control risk before shipment is far cheaper than trying to fix it while the cargo is at sea. In our view, the list below covers the points most often missed.

1. **Has the product been classified?** Is it on a control list, does it need a licence? If licensed, will the declaration be lodged within 90 days?
2. **Have the parties been screened?** Buyer, end user, intermediary, bank, notify party and vessel; is the screening date on record?
3. **Does the contract have a sanctions clause?** Is it written down what happens if a party becomes sanctioned, together with a no-re-export clause and an end-user undertaking?
4. **Does the force majeure clause cover sanctions?** If an alternative currency or payment route is acceptable, is that in writing?
5. **Is the payment channel clear?** Which currency, which banks, which correspondent? Can your bank review the transaction in advance?
6. **Do you know the sanctions clause in your insurance policy?** What happens to cover if the cargo becomes caught by sanctions in transit?
7. **Is the carrier and vessel suitable?** Does the carrier accept bookings for this destination and this product? Where is the transshipment port?
8. **Does the delivery term allocate the risk correctly?** Who chooses the vessel or carrier? The choice of Incoterms 2020 rule also decides who has to do the screening.
9. **Are the documents consistent?** Do the invoice, packing list, bill of lading and certificate of origin show the same goods, the same parties and the same route?

Where to go next in the guide

- Merchanting, intermediary trade and re-export risks: Merchanting and intermediary trade

- Force majeure, sanctions and leading cases: Maritime law and disputes
- Import requirements in the destination country: Destination country guide: import requirements
- HS codes and customs procedures: HS codes and customs procedures
- Letters of credit and the bank process: Payment methods and letters of credit
- Cargo insurance: Carrier liability and cargo insurance
- Forged documents and payment fraud: Fraud in trade and logistics

Which courses cover this topic?

In our course map, "Trade compliance, sanctions and export controls" is a separate course in 3 programmes and part of another course in 15. A few examples:

- Gaziantep University, Oğuzeli Vocational School — Logistics (associate degree) — Monitoring and Prevention of Smuggling (OMLP275)
- Jönköping University — Master in Strategic Supply Chain Management (master's) — Sustainability and Compliance Across Value Chains (J2SACA)
- ICC Academy — ICC Global Trade Certificate (certificate) — Introduction to Compliance
- KTO Karatay University — International Trade and Logistics (bachelor's, within a course) — Customs Legislation I (01150002)
- SUNY Maritime College — B.S. in International Transportation and Trade (bachelor's, within a course) — Import/Export & Traffic Management (GBTT 453)
- Atatürk University — International Trade and Logistics (bachelor's, within a course) — Customs and Free Zones (IUT202)

Test yourself

1. A machine part is not on the Wassenaar dual-use list. The buyer has sent an email hinting that it will be used in a weapons of mass destruction programme. Is a licence needed? *(Answer: Yes. Under Article 6 of Communiqué 2003/12, where there is such a suspicion about the end user, a licence is required even for an unlisted item.)*
2. A Turkish company will sell goods it bought from an EU supplier to a third country. If EU sanctions do not bind the Turkish company directly, why does its contract contain a no-re-export clause? *(Answer: Because the obligation lies with the EU exporter; Article 12g of Regulation 833/2014 requires the EU seller to put this clause in the contract for certain goods.)*
3. Your cargo policy contains clause JC2010/014. While the cargo is in transit the buyer is listed, and the goods are damaged. Can the insurer refuse to pay? *(Answer: If payment is actually prohibited by sanctions, the obligation to pay is suspended for as long as the prohibition lasts. A mere risk is not enough; the 2018 English High Court decision ([2018] EWHC 2643 (Comm)) says so.)*
4. Under an FOB sale, the vessel nominated by the buyer has had long AIS gaps over the past six months. What do you do? *(Answer: It is a red flag. Check the vessel against the official lists, ask the buyer for an explanation, and do not load if the doubt is not resolved.)*

Frequently asked questions

Does Türkiye have to apply EU and US sanctions?

The sanctions that apply directly under Turkish law are UN Security Council decisions, implemented through Laws No. 6415 and 7262. EU and US sanctions bind persons within their own jurisdiction. But if your bank, insurer, carrier or supplier is subject to those rules, the transaction may still be impossible. Re-exports of US-origin items and secondary sanctions can also affect a Turkish company directly.

Where do I apply for a dual-use export licence?

For items on the Wassenaar and Australia Group lists, you apply to the Istanbul Minerals and Metals Exporters' Association; the licence is issued by the Ministry of Trade's Directorate General of Exports (Communiqué Export 2003/12). For military items the Ministry of National Defence is competent, and for nuclear items the Nuclear Regulatory Authority.

If my product is not listed, am I safe?

Not always. If the end user is suspected of developing weapons of mass destruction, if the exporter has reported such a suspicion, or if there is a security or human rights risk, an unlisted item also needs a licence (2003/12, Art. 6). And if the buyer or end user is on a sanctions list, an ordinary product does not change the outcome.

Which lists should I check for sanctions screening?

At a minimum, the UN Security Council Consolidated List, the decisions published in Türkiye under Laws No. 6415 and 7262, and, where the transaction has an EU or US link (bank, currency, origin, carrier), the EU and US lists. Record the date and result of each check.

Is the freight forwarder responsible for sanctions screening?

The prohibitions in Law No. 7262 apply to everyone, so a forwarder should not deal with a listed party either. But the exporter knows the product and its end use best; giving the forwarder the correct classification and end-user information is the exporter's job. A booking that is stopped by the forwarder's own screening usually ends with the exporter being asked for more information.

SOURCES

Çift Kullanımlı ve Hassas Maddelerin İhracatının Kontrolüne İlişkin Tebliğ (İhracat: 2003/12), Official Gazette 2.12.2003, No. 25304 — copy of the text (in Turkish) — https://orgtr.org/cift-kullanimli-ve-hassas-maddelerin-ihracatinin-kontrolune-iliskin-teblig-2003-12-2/
Ministry of Trade (Türkiye) — İhracat tebliğleri, list of export communiqués in force (in Turkish) — https://ticaret.gov.tr/ihracat/mevzuat/ihracat-rejimi/ihracat-tebligleri
Directorate General of Customs, Ministry of Trade (Türkiye) — Stratejik Ticaret Kontrolleri Bilgilendirme Broşürü (in Turkish) — https://ticaret.gov.tr/data/5d4819db13b8762b40ceac90/1eb973fb8ce89741223c1e51346bb24b.pdf
UN 1540 Committee — Türkiye national report and matrix (2020): authorities and legislation — https://www.un.org/en/sc/1540/documents/TurkeyReport25June2020.pdf
Ministry of Foreign Affairs (Türkiye) — Arms control and disarmament (years of joining export control regimes) — https://mfa.gov.tr/arms-control-and-disarmament.en.mfa
Wassenaar Arrangement — Participating States — https://www.wassenaar.org/participating-states
Wassenaar Arrangement — Control Lists (WA-LIST (25) 1 Corr., December 2025 plenary) — https://www.wassenaar.org/control-lists
Ministry of Trade (Türkiye) — Çift Kullanımlı Malzemeler ve Teknolojiler Listesi, Turkish text of WA-LIST (09) 1 (in Turkish) — https://ticaret.gov.tr/data/5b87087d13b8761450e18e0f/wa_cift_kullanimli_kontrol_listesi.pdf
Ministry of National Defence (Türkiye) — İhracat İzin Belgesi application form (KTL, WA ML, MTCR lists) (in Turkish) — https://msb.gov.tr/Content/Upload/Docs/ihracaat_izin_belgesi.pdf
Nükleer İhracat ve Nükleer İthalat Kontrolü Yönetmeliği (Official Gazette 9.10.2025, No. 33042) — tax bulletin summary (in Turkish) — https://kpmgvergi.com/Content//FinancialBulletins/Nukleer%C4%B0hracatveNukleer%C4%B0thalatKontroluYonetmeligiYayimlanmistir._17102025_0427399113281.pdf
Çift Kullanımlı Malzeme ve Teknolojilere Dair Belgelerin Onaylanmasına İlişkin Tebliğ (İthalat: 2026/12), Official Gazette 31.12.2025 — copy of the text (in Turkish) — https://orgtr.org/cift-kullanimli-malzeme-ve-teknolojilere-dair-belgelerin-onaylanmasina-iliskin-teblig-ithalat-2026-12/
Ministry of Trade (Türkiye) — İthal Şahadetnamesi ve Nihai Kullanım Sertifikası (in Turkish) — https://ticaret.gov.tr/ithalat/ithal-sehadetnamesi-ve-nihai-kullanim-sertifikasi
Terörizmin Finansmanının Önlenmesi Hakkında Kanun, Law No. 6415 — text published by MASAK (in Turkish) — https://ms.hmb.gov.tr/uploads/sites/12/2021/09/1-6415-Sayili-Terorizmin-Finansmaninin-Onlenmesi-Hakkinda-Kanun.pdf
Kitle İmha Silahlarının Yayılmasının Finansmanının Önlenmesine İlişkin Kanun, Law No. 7262 — text published by MASAK (in Turkish) — https://ms.hmb.gov.tr/uploads/sites/12/2021/11/7262-kanunn.pdf
Ministry of Trade (Türkiye) — Uluslararası Güvenlik İşleri, presidential decisions under Law No. 7262 and UN resolutions (in Turkish) — https://www.ticaret.gov.tr/dis-iliskiler/uluslararasi-guvenlik-isleri
UN Security Council — Consolidated List — https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list.html
European Commission — What are sanctions (restrictive measures): adoption, implementation, Sanctions Map and consolidated list — https://finance.ec.europa.eu/eu-and-world/sanctions-restrictive-measures/overview-sanctions-and-related-resources_en
Council Regulation (EU) No 269/2014, Art. 17 — scope (text as adopted) — https://legislation.gov.uk/eur/2014/269/article/17/adopted?view=plain
European Commission — FAQs on the no-re-export clause, Art. 12g of Regulation 833/2014 — https://finance.ec.europa.eu/system/files/2024-02/faqs-sanctions-russia-no-re-export_en.pdf
European Commission — Making sanctions effective (anti-circumvention) — https://commission.europa.eu/making-sanctions-effective_en
European Commission — Guidance on goods stopped as a result of sanctions (September 2023) — https://taxation-customs.ec.europa.eu/system/files/2023-09/Guidance%20Document%20on%20Stopped%20Goods%20due%20to%20Sanctions%20%28final%29.pdf/
OFAC — FAQ 11: Who must comply? — https://ofac.treasury.gov/faqs/11
OFAC — Executive Order 14114 and foreign financial institutions, FAQs 1146–1152 — https://ofac.treasury.gov/faqs/added/2023-12-22
US Department of Commerce, BIS — Guidance on reexports of items subject to the EAR — https://www.bis.gov/learn-support/guidance-reexports-exports-abroad-transfers-country-u.s.-origin-items-or-foreign-made-items-subject-ear
US Department of Commerce, BIS — Know Your Customer guidance — https://www.bis.gov/articles/know-your-customer-guidance
US Department of Commerce, BIS — Know Your Customer resources and red flags — https://www.bis.gov/media/documents/know-your-customer-resources.pdf
US International Trade Administration — Consolidated Screening List (lists covered and caveats) — https://www.trade.gov/print/pdf/node/112
US Department of State, Treasury (OFAC) and Coast Guard — Sanctions advisory for the maritime industry (14 May 2020) — https://ofac.treasury.gov/system/files/126/05142020_global_advisory_v1.pdf
Sanction Limitation and Exclusion Clause JC2010/014 (11.08.2010) — clause text — https://www.if-insurance.com/globalassets/industrial/files/marine-cargo/english-clauses/sanction-limitation-and-exclusion-clause-jc2010-014.pdf
High Court of England and Wales — [2018] EWHC 2643 (Comm) (sanctions clause in cargo insurance case), judgment summary — https://www.judiciary.uk/wp-content/uploads/2018/10/Mamancochet-v-Aegis-Case-Summary.pdf
The 2023 update of LMA sanctions clauses (LMA3100A, LMA3200) — law firm note — https://www.dacbeachcroft.com/en/what-we-think/updated-lma-sanctions-clauses-avoiding-unintended-exposure-as-the-geopolitical-tectonic-plates
BIMCO — Sanctions Clause for Voyage Charter Parties 2020 — https://www.bimco.org/contractual-affairs/bimco-clauses/current-clauses/sanctions_clause_for_voyage_charter_parties_2020/
BIMCO — Sanctions Clause for Time Charter Parties 2020 — https://www.bimco.org/contractual-affairs/bimco-clauses/current-clauses/sanctions_clause_for_time_charter_parties_2020/

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