Exports to Russia and other sanctioned destinations: guidance for Approved Resellers

Colophon

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Release	1
Build date	09/11/2026
Build version	09c5456033b8-dirty

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What we expect of our customers

This is not legal advice. Sanctions measures change often: check the current guidance applicable to your region and the Common High Priority CHP list before relying on this guide. Region specific regulation changes frequently - check latest versions before making a decision, and ask your own legal counsel.

Raspberry Pi products ("Goods"), including any software, documentation, and any related technical data included with, or contained in, such Goods, and any products utilising any such Goods, software, documentation, or technical data (collectively, "Regulated Goods") may be subject to export control laws and regulations of the United States, the United Kingdom, and/or other countries ("Export Laws").

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We further expect customers to comply with all applicable Export Laws, and to complete all required undertakings (including obtaining any necessary export licence or other government approval), prior to exporting, re-exporting, or releasing any Regulated Goods, and follow best-practice guidance as published by applicable regulators.

For example, the UK Government No-Russia clause guidance, published by the Office of Trade Sanctions Implementation (OTSI), is aimed at exporters of CHP items and other goods critical to Russia. Microelectronics are named as being at particular risk of diversion, and so it applies directly to Raspberry Pi boards, modules and silicon. The EU has a similar recommended no-re-export-to-Russia clause.

1. **UK law:** a No-Russia clause is not legally required. However, the guidance presents it as due-diligence best practice and a deterrent to onward diversion.
2. **EU law:** for EU exporters (for example a shipment made by a Raspberry Pi EU distributor) a no-re-export-to-Russia clause is mandatory for CHP and certain other goods under Article 12g of Council Regulation (EU) 833/2014.
3. **A clause is not enough on its own:** counter-party due diligence must be proactive.
4. **Legal advice:** the guidance recommends independent legal advice before putting the clause into new or existing contracts, and we recommend obtaining independent legal advice on this complex and fast-changing area of regulation.

The minimum the clauses should cover

Table 1.

Element	What the UK guidance says the clause should achieve
Prohibition	The customer must not sell, export or re-export the goods, directly or indirectly, to Russia or for use in Russia.
Flow-down / best efforts	The customer uses best efforts to stop third parties further down the chain defeating the prohibition.
Monitoring	The customer keeps an adequate mechanism, proportionate to its business, to detect such conduct by third parties.
Material breach	Breach of the above is a material breach, so the seller can seek remedies including termination.
Information	The customer reports problems promptly and provides compliance information within two weeks of a request.
Notification	The seller may notify the authorities of suspected diversion, despite any confidentiality terms.

Due diligence

Do not rely on a contract on its own, diligence is still required and a proactive approach to the following is expected, as a minimum:

1. Screen customers, consignees and beneficial owners against the UK Sanctions List and the EU and US lists before the first sale and periodically after that.
2. Look for red flags: new customers ordering CHP items in volume, unusual routing or freight forwarders, reluctance to give end-use or end-user information, payment from third countries, and delivery addresses that do not match the business.
3. Make sure online shop checkouts do not offer Russia or Belarus as delivery destinations.
4. If you suspect diversion, stop the order and report it.

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