

The EU catch-all clause: why unlisted dual-use goods may still require an export licence

Under EU law, goods that are not listed as controlled dual-use items in Annex I of Regulation (EU) 2021/821 (**Dual-Use Regulation**), may still require an export licence depending on their intended end-use. This is the effect of the “catch-all clause” under Article 4 of the Dual-Use Regulation – a key but often underestimated feature of the EU export control regime.

The Annex I list is not the end of the analysis

- Dual-use products not listed in Annex I of the Dual-Use Regulation can still be subject to export controls where they are intended for certain sensitive end-uses.
- Exporters are expected to perform reasonable due diligence on end-use and end-users; ignoring red flags can give rise to significant administrative fines and, in certain Member States, criminal liability.
- Internal Compliance Programmes (ICPs) should incorporate structured procedures to assess whether the catch-all clause applies, going beyond product classification alone.
- The catch-all clause means that export control compliance depends not only on what a company exports, but also on to whom it exports and how its products will be used. Companies should ensure that their compliance frameworks incorporate a systematic assessment of end-use risks.

The Dual-Use Regulation sets out a list of controlled dual-use items in Annex I. As a starting point, it should be checked whether an item intended for export is on that list, as this means that an export licence is required.

Importantly, however, this cannot be the end of the analysis. Even where a dual-use product is not mentioned in Annex I, exporters must also systematically assess whether the catch-all clause applies. This introduces an additional risk-based layer to EU export controls, meaning that compliance depends not only on the nature of the product, but also on how and where it will be used.

What is the catch-all clause?

Under Article 4 of the Dual-Use Regulation, an export authorisation is required for dual-use items that are not mentioned in Annex I of that Regulation if the exporter has been informed, is aware, or has reason to suspect that the item may be intended, in whole or in part, for certain sensitive end-uses, namely:

- use in connection with the development, production, handling, operation, maintenance, storage, detection,

identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons;

- a military end-use if the purchasing country or the country of destination of the product is subject to an arms embargo; or
- use as parts or components of military items that have been exported from the territory of a Member State without authorisation or in violation of an authorisation.

“Military end-use” is interpreted broadly in this context and includes:

- incorporation into military items;
- use in the production, testing, or maintenance of military equipment; and
- use of unfinished products in facilities producing military goods.

Scope and practical significance of the catch-all clause

The catch-all clause significantly expands the scope of EU export controls. It means that the export of commercial, off-the-shelf, or industrial goods that are not listed in Annex I of the Dual-Use Regulation (but nevertheless fall within the dual-use categorisation) can potentially become controlled depending on their end-use, end-user, or the destination at issue¹.

Examples may include certain types of metals or components supplied to non-EU defence manufacturers, industrial machinery used in non-EU production facilities with military applications, or electronics or software integrated into sensitive systems outside the EU.

In these situations, the prerequisite to obtain an export licence does not arise from the product itself, but from its end use.

The growing focus of competent authorities across the EU on enforcing export controls, including the catch-all clause, underscores the practical importance of this assessment. In many Member States, failure to obtain a required export licence can result in substantial administrative fines and, in some cases, criminal penalties. Geopolitical developments are further intensifying scrutiny of exports to sensitive destinations and in sensitive sectors.

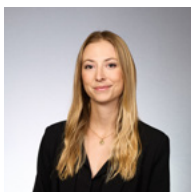
Key takeaways for exporters: compliance challenges and recommended actions

- **Due diligence obligations extend beyond actual knowledge.** The catch-all clause may be triggered, not only where the exporter has actual knowledge of a problematic end-use, but also where it has reason to suspect such an end-use. This means that companies must proactively assess end-use risks.
- **Engagement with competent authorities is expected where concerns arise.** Authorities expect companies to request an export licence or, as an initial step, to seek the competent authorities' opinion(s) on an intended transaction where significant concerns arise. Ignoring warning signs can expose companies to significant liability.
- **ICPs must go beyond product classification.** Because the catch-all clause is risk-based, compliance requires internal processes capable of identifying and assessing risks related to the end-use, end-user, and destination of dual-use items. Companies should ensure that their ICPs incorporate adequate procedures to determine whether the catch-all clause may apply to cross-border transactions.
- **Systematic screening and documentation are essential.** Companies should assess end-use and end-user information systematically, train commercial and technical teams to identify red flags, implement escalation procedures for higher-risk transactions, and document decisions and risk assessments. This is particularly important for companies operating in complex supply chains where visibility over the final use of products may be limited.

¹ See [our previous alert on the AG Opinion in Case C-538/25](#), where a broad interpretation of "dual-use" is proposed, based on the item's objective capabilities rather than its intended purpose. Whether the Court adopts this interpretation in its judgment remains to be seen.

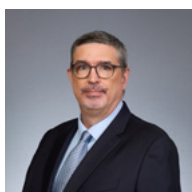
VBB is ideally placed to assist you in navigating the implications of this topic, and we invite you to get in touch with the author below, a member of our [Defence and Security core team](#) or your usual VBB contact, to discuss how this impacts your organisation.

Key contact

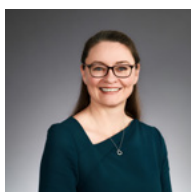


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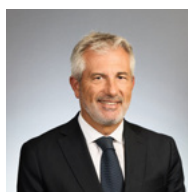
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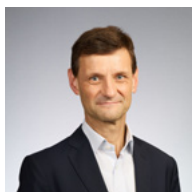
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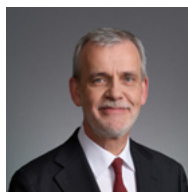
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