



HAVILAH AND ASHER GROUP

ROADS | CIVIL | OIL & GAS | PETROLEUM

ELECTRICAL | CONSTRUCTION | INTERNATIONAL (PTY) LTD

TERMS AND CONDITIONS

**HAVILAH AND ASHER GROUP ROADS CIVILS OIL GAS PETROLEUM ELECTRICAL
CONSTRUCTION (PTY) LTD**

Effective Date: 10 March 2026

Introduction

These terms and conditions (“the Terms”) regulate the relationship between you (“the User”) and Havilah and Asher Group Roads Civils Oil Gas Petroleum Electrical Construction (Pty) Ltd (“the Company”), operating within the petroleum, diamond, mining, infrastructure, and related industries. This agreement is governed by the laws of the Republic of South Africa.

These Terms set out the provisions under which a User may establish and operate any facility or service with the Company (“the Services”) via our website (“the Site”).

These Terms define the conditions and restrictions applicable to the relationship between the Company and the User regarding activities conducted through the Website.

You are required to read and understand these Terms before establishing any relationship or requesting any Service from the Company.

These Terms must be read as a whole. Should any uncertainty or perceived contradiction arise, it is the User’s responsibility to seek clarification directly from the Company.

It is the User’s responsibility to review the Site periodically to determine whether any amendments to these Terms have been made.

Updated Terms shall take effect once published on the Website and shall govern the relationship between the Company and the User.

The User is responsible for retaining copies of any transactions, including deposits, withdrawals, or services conducted via the Site.



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Use of the Company's Services is for lawful purposes. The User confirms that they are acting in their personal or authorised business capacity and not on behalf of an undisclosed third party.

The Company reserves the right to terminate or restrict access to the Site at its discretion where reasonable grounds exist. The Company shall not be liable for any damages resulting from such termination.

If the Company determines that a User has breached these Terms or applicable laws, the Company may suspend or terminate the User's access to the Site or Services.

User Requirements

The User confirms that they are not a citizen or resident of a country subject to United Nations sanctions.

The User confirms that they are not a registered taxpayer in the United States of America unless otherwise permitted by applicable regulations.

The User confirms that they are at least 18 years of age.

The User confirms that they have read, understood, and agreed to the Company's Privacy Policy.

Legal Compliance

By using the Services of the Company, the User agrees to comply with all applicable South African laws and regulations. The Company shall not be responsible for any illegal or unauthorised use of its Services by the User or any third party.

The Company reserves the right to modify, suspend, or discontinue any part of the Website or Services at any time without prior notice.



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Service Limitations

The Company does not guarantee that the Website or Services will always be uninterrupted, error-free, secure, or available at all times.

The Company may rely on third-party service providers for certain information or services on the Website. The Company does not control and cannot guarantee the accuracy or reliability of third-party information.

All implied warranties including, but not limited to, merchantability, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy are expressly disclaimed to the fullest extent permitted by law.

Accounts and Transactions

Subject to these Terms, the Company may open an account for the User to access certain Services.

The Company may collect technical information including IP address, browser type, device information, and location data for security and operational purposes. Cookies may be used to improve website functionality.

The User is responsible for paying all fees, charges, and obligations associated with the Services provided by the Company.

The User remains responsible for ensuring that deposits made via the Website or third-party payment platforms are successfully settled.

Deposits must originate from accounts registered in the same name as the User's account. Third-party deposits may be rejected.

This agreement may terminate upon the User's request to close their account, provided that all outstanding obligations have been settled.



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Privacy and Compliance

The Company respects the privacy of its Users and processes personal information in accordance with its Privacy Policy and applicable South African laws including the Protection of Personal Information Act (POPIA).

Personal information refers to any information capable of identifying an individual. By using the Services, the User consents to the collection, processing, and use of such information for operational, legal, and security purposes.

Anti-Money Laundering (AML) and Fraud Prevention

The Company is committed to strict compliance with Anti-Money Laundering (AML), Counter-Terrorism Financing (CTF), and fraud prevention regulations applicable to industries including petroleum, diamonds, mining, commodities trading, and infrastructure development.

The Company reserves the right to request identity verification, source-of-funds documentation, or any additional compliance information required by applicable law.

Transactions suspected of fraud, illegal activity, or regulatory violations may be suspended, reported to relevant authorities, or cancelled at the Company's discretion.

Export Restrictions and International Trade Compliance

All Services and products provided by the Company are subject to South African and international trade laws, export control regulations, and UN sanctions.

The User may not export, re-export, or otherwise transfer any products, services, technical data, or materials obtained via the Company to restricted countries, entities, or individuals in violation of applicable laws.

Restricted Goods and Services may include, but are not limited to:

Petroleum products classified as strategic reserves;



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Uncut diamonds and other minerals subject to the Kimberley Process Certification Scheme (KPCS);

Mining equipment, infrastructure components, or technical data that could be repurposed for military or unlawful use.

The User must obtain all necessary permits, licenses, and documentation before exporting any goods or services.

The User must provide truthful and complete information regarding the intended use and destination of exported goods or services.

Any breach of export restrictions may result in immediate suspension of Services, termination of accounts, forfeiture of goods, and reporting to relevant regulatory authorities.

The Company reserves the right to amend this Export Restrictions Policy at any time. Updates will be published on the Site, and it is the User's responsibility to remain informed.

Acknowledgment

The User acknowledges that Services are used for lawful purposes in their personal or authorized business capacity.

The User agrees to comply with South African and international trade laws, export restrictions, and any applicable sanctions.