



TENOVA ENERGY (PTY) LTD

WEBSITE TERMS & CONDITIONS

Registration No. 2026/007850/07

17 Zasm Ave, Emgwenya, Mpumalanga 1195, South Africa

PO Box 204, Emgwenya, Mpumalanga 1195, South Africa

Email: info@tenova.energy

Website: <https://www.tenova.energy>

Effective date / Last updated: 26 September 2026

IMPORTANT NOTICE

These Terms govern access to and use of the Tenova Energy website. They are intended for a primarily corporate and informational website. If Tenova Energy later enables online sales, paid subscriptions, public investment subscriptions, token offerings, regulated financial services or other transactional functionality, additional transaction-specific terms and regulatory review will be required.

1. INTRODUCTION AND ACCEPTANCE

- 1.1 These Website Terms and Conditions ("Terms") govern access to and use of the website located at <https://www.tenova.energy> and any related webpages expressly operated by Tenova Energy (Pty) Ltd ("Tenova Energy", "we", "us" or "our") (collectively, the "Website").
- 1.2 By accessing, browsing or using the Website, you acknowledge that you have read and understood these Terms and agree to be bound by them to the extent permitted by applicable law.
- 1.3 If you do not agree with these Terms, you should discontinue use of the Website.
- 1.4 These Terms must be read together with the Tenova Energy Privacy Policy, Cookie Notice, Investor and Financial Disclaimer and PAIA information made available on the Website, where applicable.
- 1.5 If a specific written agreement between you and Tenova Energy governs a particular transaction, service, project or relationship, that agreement will prevail over these Terms to the extent of any direct inconsistency in relation to that subject matter.

2. COMPANY AND ELECTRONIC COMMUNICATION DETAILS

- 2.1 The Website is operated by Tenova Energy (Pty) Ltd, a private company incorporated in the Republic of South Africa with registration number 2026/007850/07.
- 2.2 Physical address: 17 Zasm Ave, Emgwenya, Mpumalanga 1195, South Africa.
- 2.3 Postal address: PO Box 204, Emgwenya, Mpumalanga 1195, South Africa.
- 2.4 Website: <https://www.tenova.energy>. Email: info@tenova.energy.
- 2.5 The physical address stated above is the address at which Tenova Energy will accept service of legal documents unless Tenova Energy formally designates another address in writing.
- 2.6 To the extent that section 43 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") applies to any goods or services offered by Tenova Energy through an electronic transaction, Tenova Energy will make the further information required by applicable law available at the relevant point of transaction.

3. PURPOSE OF THE WEBSITE

- 3.1 The Website provides general information concerning Tenova Energy, its business, technology platform, circular industrial infrastructure, end-of-life tyre and waste-to-resource activities, projects, commercialisation activities and related corporate developments.
- 3.2 Website content is provided primarily for general corporate, informational and introductory purposes. It is not intended to replace transaction-specific technical, engineering, environmental, legal, tax, accounting, investment or financial advice.
- 3.3 No Website content creates a partnership, joint venture, agency, fiduciary relationship, employment relationship or contractual commitment unless Tenova Energy expressly agrees otherwise in a separate written agreement signed by an authorised representative.

4. PERMITTED USE

- 4.1 You may access and use the Website for lawful personal, professional, informational and bona fide business purposes.
- 4.2 You may view and print reasonable extracts of publicly available Website content for internal, non-commercial reference, provided that copyright, trademark and proprietary notices are preserved.
- 4.3 Any rights not expressly granted in these Terms are reserved by Tenova Energy and its licensors.

5. PROHIBITED USE

- 5.1 copying, reproducing, republishing, distributing, selling, licensing or commercially exploiting Website content without prior written permission, except where permitted by law;
- 5.2 attempting to gain unauthorised access to the Website, servers, systems, databases, accounts or networks;
- 5.3 introducing malware, malicious code, denial-of-service attacks, automated abuse or other harmful technology;
- 5.4 using bots, scrapers, crawlers or automated extraction tools to harvest substantial Website content or personal information, except for bona fide public search-engine indexing that respects applicable technical controls;
- 5.5 misrepresenting your identity, authority, affiliation or relationship with Tenova Energy;
- 5.6 using the Website for unlawful, fraudulent, defamatory, infringing, deceptive or harmful purposes; or
- 5.7 interfering with the availability, integrity, security or normal operation of the Website.

6. INTELLECTUAL PROPERTY

- 6.1 Unless otherwise indicated, the Website and its original content, layout, text, graphics, photographs, videos, designs, databases, software, documentation and other material are owned by or licensed to Tenova Energy and are protected by applicable intellectual-property laws.
- 6.2 TENOVA ENERGY, associated logos, trade names, marks and branding may not be used in a manner that suggests endorsement, sponsorship, affiliation or authorisation without prior written permission.
- 6.3 Third-party trademarks, photographs, technology names and other third-party materials remain the property of their respective owners.
- 6.4 Nothing on the Website transfers or grants ownership of any intellectual property to a user.
- 6.5 Requests for permission to use Tenova Energy content may be sent to info@tenova.energy.

7. USER SUBMISSIONS AND COMMUNICATIONS

- 7.1 Where the Website allows you to submit an enquiry, proposal, document, comment, project information or other material, you warrant that you are entitled to submit it and that doing so does not unlawfully infringe the rights of another person.
- 7.2 You retain ownership of intellectual property in material that you submit, subject to any separate agreement between you and Tenova Energy.
- 7.3 By submitting material for the purpose of an enquiry or proposed business interaction, you authorise Tenova Energy to use, reproduce and internally circulate that material to the extent reasonably necessary to assess, respond to or administer the submission, subject to applicable confidentiality and privacy obligations.
- 7.4 Do not submit confidential, commercially sensitive or proprietary information unless an appropriate confidentiality arrangement is in place. A website submission does not by itself create a non-disclosure agreement.
- 7.5 Personal information submitted through the Website will be handled in accordance with the Tenova Energy Privacy Policy and applicable law.

8. ACCURACY AND AVAILABILITY OF INFORMATION

- 8.1 Tenova Energy endeavours to keep Website information reasonably current and accurate but does not warrant that all information will at all times be complete, error-free, current or suitable for a particular purpose.
- 8.2 Project descriptions, technical information, illustrations, process diagrams, production figures, environmental estimates, timelines, capacity figures, commercial assumptions and other forward-looking information may change as projects, engineering, permitting, feedstock, offtake arrangements and commercial circumstances develop.
- 8.3 Users should independently verify material information before relying on it for a commercial, investment, technical or other material decision.
- 8.4 Tenova Energy may correct, amend, remove or update Website content without prior notice.

9. INVESTOR, FINANCIAL AND FORWARD-LOOKING INFORMATION

- 9.1 Unless expressly stated in a formal document issued for that purpose, Website content does not constitute an offer, invitation or solicitation to subscribe for, purchase or sell shares, securities, financial products, tokens, debt instruments or any other investment.
- 9.2 Website content does not constitute personalised financial, investment, legal, tax or accounting advice.
- 9.3 Any forecasts, targets, projections, anticipated outputs, future plant developments, revenues, costs, environmental outcomes, market opportunities or other forward-looking statements are inherently subject to risks, assumptions and uncertainties, and actual outcomes may differ materially.
- 9.4 Any person considering an investment or material commercial commitment should rely on the definitive transaction documents applicable to that opportunity and obtain independent professional advice.
- 9.5 Nothing in these Terms is intended to exclude or override any disclosure or regulatory obligation that applies to a specific offering or transaction.

10. NO GENERAL FINANCIAL SERVICES REPRESENTATION

- 10.1 The mere publication of corporate or project information on the Website must not be interpreted as a representation that Tenova Energy is authorised to provide regulated financial advice, intermediary services or other regulated financial services.
- 10.2 If Tenova Energy or an authorised partner later offers a regulated financial product or service, the applicable regulatory status, provider details and transaction-specific terms should be disclosed separately at the relevant point of engagement.

11. THIRD-PARTY LINKS AND SERVICES

- 11.1 The Website may contain links to third-party websites, platforms, social media pages or service providers for convenience or reference.
- 11.2 A link does not, by itself, constitute Tenova Energy's endorsement, approval or guarantee of the third party or its content, products, services, security or privacy practices.
- 11.3 Third-party websites are governed by their own terms and privacy notices, and users access them at their own discretion.
- 11.4 Tenova Energy is not responsible for third-party content or services except to the extent liability cannot lawfully be excluded.

12. PRIVACY, COOKIES AND PERSONAL INFORMATION

- 12.1 Tenova Energy processes personal information in accordance with its Privacy Policy and applicable South African data-protection law, including the Protection of Personal Information Act 4 of 2013 (POPIA).
- 12.2 The Website may use cookies and similar technologies as described in the applicable Cookie Notice or cookie preference mechanism.
- 12.3 Nothing in these Terms limits any right that a data subject has under POPIA or other applicable privacy law.

13. WEBSITE SECURITY

- 13.1 Tenova Energy may implement reasonable technical and organisational measures designed to protect the Website and information processed through it.
- 13.2 Users must not attempt to defeat, bypass, test without authorisation, compromise or interfere with Website security.
- 13.3 Although reasonable safeguards may be used, no internet service can be guaranteed to be continuously available or completely secure. Users are responsible for maintaining appropriate security on their own devices, systems and credentials.

14. ELECTRONIC COMMUNICATIONS

- 14.1 When you communicate electronically with Tenova Energy, you consent to receiving appropriate communications electronically, subject to applicable law and your marketing preferences.
- 14.2 An automated acknowledgement, website form submission or email delivery confirmation does not by itself constitute acceptance by Tenova Energy of a proposal, offer, order, investment, project, obligation or contractual commitment.
- 14.3 No employee, representative or automated system may bind Tenova Energy to a material transaction unless that person or process has the necessary authority and any required formalities have been satisfied.
- 14.4 Where the time of dispatch or receipt of a data message is relevant, ECTA and any applicable written agreement will govern that issue.

15. ONLINE TRANSACTIONS

- 15.1 The Website is presently intended primarily as a corporate and informational website. If Tenova Energy introduces online purchasing, paid services, subscriptions or other electronic transactions, the relevant transaction page and additional terms will provide the information required by applicable law.
- 15.2 Where ECTA section 43 applies, the consumer must be provided with applicable supplier information and transaction terms, including the main characteristics and price of goods or services, payment method, transaction terms, delivery or performance information, return/refund arrangements, privacy/security information and applicable statutory rights.
- 15.3 Where legally required, the electronic transaction process will allow a consumer to review the transaction, correct mistakes and withdraw before finally placing an order.
- 15.4 Nothing in these Terms excludes any non-waivable consumer right under ECTA or the Consumer Protection Act 68 of 2008 (CPA).

16. CONSUMER PROTECTION

- 16.1 If the CPA applies to a transaction or interaction, these Terms must be interpreted consistently with the CPA and may not be used to waive or deprive a consumer of a right that cannot lawfully be waived.
- 16.2 Any written consumer terms issued by Tenova Energy should be drafted in plain language and should not contain prohibited, unfair, unreasonable or unjust terms.
- 16.3 Where transaction-specific cancellation, cooling-off, delivery, refund, warranty or remedy rights apply, those rights will be dealt with in the relevant transaction terms and applicable law.

17. DISCLAIMERS

- 17.1 To the fullest extent permitted by law, the Website and its general informational content are provided on an 'as available' basis.
- 17.2 Tenova Energy does not warrant uninterrupted availability, freedom from every error or vulnerability, or that Website content will meet every user's particular requirements.
- 17.3 No disclaimer in these Terms applies to the extent that liability or a statutory right cannot lawfully be excluded, restricted or waived.

18. LIMITATION OF LIABILITY

- 18.1 Subject always to applicable law, Tenova Energy will not be liable for indirect, incidental, special or consequential loss arising solely from access to or inability to access the Website or reasonable reliance on general Website information.
- 18.2 Tenova Energy does not seek to exclude liability for fraud, wilful misconduct, gross negligence where exclusion is prohibited, death or personal injury caused by negligence where applicable, or any other liability that cannot lawfully be excluded.
- 18.3 Where the CPA or another statute applies, any limitation or exclusion of liability in these Terms is subject to the protections, fairness requirements and prohibited-term provisions of that statute.

19. INDEMNITY FOR UNLAWFUL USE

- 19.1 To the extent permitted by law, a user who unlawfully misuses the Website, infringes third-party rights through material submitted by that user, or deliberately compromises Website security may be responsible for direct losses reasonably arising from that conduct.
- 19.2 This clause does not impose liability on a consumer where doing so would be prohibited or unfair under applicable law.

20. SUSPENSION, RESTRICTION AND TERMINATION OF ACCESS

- 20.1 Tenova Energy may suspend or restrict access to all or part of the Website for maintenance, security, operational, legal or compliance reasons.
- 20.2 Tenova Energy may block or terminate access by a user who materially breaches these Terms, attacks the Website, engages in unlawful conduct or creates a material security risk.
- 20.3 Provisions that by their nature are intended to survive termination, including intellectual-property, disclaimer, liability, governing-law and dispute provisions, will continue to apply.

21. CHANGES TO THE WEBSITE AND THESE TERMS

- 21.1 Tenova Energy may modify, suspend, discontinue or update parts of the Website from time to time.
- 21.2 These Terms may be updated to reflect legal, regulatory, operational, technological or business changes.
- 21.3 The effective date of the current Terms will be displayed on the Website. Material changes will be communicated where required by law.
- 21.4 Changes will not retrospectively deprive a person of accrued statutory rights or alter a concluded written contract except as lawfully agreed.

22. GOVERNING LAW AND JURISDICTION

- 22.1 These Terms and use of the Website are governed by the laws of the Republic of South Africa.
- 22.2 Subject to any mandatory consumer forum, regulator, ombud or statutory dispute mechanism, disputes relating to these Terms will be subject to the jurisdiction of a competent South African court.
- 22.3 Nothing in this clause prevents either party from seeking urgent or interim relief from a competent court where appropriate.

23. COMPLAINTS AND DISPUTE RESOLUTION

- 23.1 A user should first direct a Website-related complaint to info@tenova.energy so that Tenova Energy has a reasonable opportunity to investigate and respond.
- 23.2 Where applicable law gives a consumer or data subject the right to approach a regulator, ombud, commission or court, nothing in these Terms limits that right.
- 23.3 Privacy complaints are dealt with under the Privacy Policy and applicable POPIA/PAIA procedures.

24. GENERAL PROVISIONS

- 24.1** If any provision of these Terms is held to be unlawful, invalid or unenforceable, it will be severed or limited to the minimum extent necessary, and the remaining provisions will continue to apply.
- 24.2** A failure or delay by Tenova Energy to enforce a provision does not constitute a waiver of that provision.
- 24.3** Headings are for convenience and do not affect interpretation.
- 24.4** Words importing the singular include the plural and vice versa where the context permits, and references to a person include a natural or juristic person.
- 24.5** References to legislation include amendments and replacements of that legislation from time to time.

25. CONTACT DETAILS

- 25.1** Questions about these Terms may be directed to:

Tenova Energy (Pty) Ltd
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17 Zasm Ave, Emgwenya, Mpumalanga 1195, South Africa
PO Box 204, Emgwenya, Mpumalanga 1195, South Africa
Email: info@tenova.energy
Website: <https://www.tenova.energy>

APPENDIX A - WEBSITE PUBLICATION CHECKLIST

1. Link these Terms in the website footer under 'Legal' or 'Terms & Conditions'.
2. Link the Privacy Policy, Cookie Notice, Investor/Financial Disclaimer and PAIA Manual separately.
3. Confirm the physical address is the address Tenova Energy intends to use for service of legal documents.
4. If the website starts selling goods or services electronically, add all ECTA section 43 transaction disclosures at the point of sale.
5. If the website accepts payments, add transaction-specific payment, refund, delivery/performance and security provisions.
6. If the website invites investment, share subscriptions, loans, token purchases or other financial commitments, obtain transaction-specific legal/regulatory review before publication.
7. Confirm that all technical, production, environmental and project claims published on the website are supportable and kept current.
8. Review the Terms whenever website functionality or Tenova Energy's business model materially changes.

APPENDIX B - DRAFTING BASIS

This document has been prepared for a South African corporate website with reference to the Electronic Communications and Transactions Act 25 of 2002, the Consumer Protection Act 68 of 2008, POPIA and common website contracting principles. It is designed to operate alongside, rather than replace, Tenova Energy's Privacy Policy, Cookie Notice, PAIA Manual, Investor/Financial Disclaimer and transaction-specific agreements. Final legal review should be undertaken if the Website becomes transactional or is used to solicit investments.