

**RAM'S STANDARD TERMS & CONDITIONS OF SERVICE**

INCORPORATING

**01 \_ INTERPRETATION SCHEDULE**

AND

**02 \_ RAM's T'&C's**



**ANNEXURE 01**

**INTERPRETATION SCHEDULE**

IN RELATION TO

**AGREEMENT**



TABLE OF CONTENTS

<b>1</b>	<b>INTERPRETATION .....</b>	<b>1</b>
1.1	DEFINITIONS .....	1
1.2	PARTIES .....	1
1.3	GENERAL DEFINITIONS .....	1
1.4	FINANCIAL DEFINITIONS .....	6
1.5	INFORMATION TECHNOLOGY DEFINITIONS .....	7
1.6	LEGISLATIVE DEFINITIONS .....	10
<b>2</b>	<b>SERVICE DEFINITIONS, DELIVERY TIMES &amp; AREA DEFINITIONS .....</b>	<b>12</b>
2.1	DISTRIBUTION SERVICES .....	12
2.2	DEMAND SERVICES .....	12
2.3	SPECIAL SERVICES .....	12
2.4	INTERNATIONAL SERVICES .....	12
2.5	DELIVERY CHANNELS .....	12
<b>3</b>	<b>RAM AREA &amp; ZONE DEFINITIONS &amp; SERVICE DAYS.....</b>	<b>13</b>
3.1	RAM HUBS & ZONE LIST .....	13
3.2	GENERAL AREA & ZONE DEFINITIONS .....	13
3.3	NON-BUSINESS DAY DELIVERIES .....	13
3.4	SERVICE DAYS .....	13
3.5	REGIONAL DESTINATIONS .....	13
<b>4</b>	<b>SERVICE COSTS .....</b>	<b>14</b>
4.1	SERVICE COSTS DEFINITIONS .....	14
<b>5</b>	<b>SURCHARGES.....</b>	<b>14</b>
5.1	SPECIALISED DELIVERY SURCHARGES .....	14
5.2	GENERAL SURCHARGES .....	15
5.3	VARIABLE FUEL SURCHARGES .....	15
<b>6</b>	<b>GLOSSARY - SIZE &amp; WEIGHT &amp; EXCEPTIONS .....</b>	<b>15</b>
6.1	PACKAGE SIZE & WEIGHT.....	15
6.2	CALCULATION & EXAMPLES FOR SLA .....	15
<b>7</b>	<b>INTERPRETATION .....</b>	<b>15</b>
<b>I.</b>	<b>SECTION I - PROHIBITED ITEMS SCHEDULE.....</b>	<b>18</b>
<b>1</b>	<b>INTERPRETATION .....</b>	<b>18</b>
<b>2</b>	<b>INTRODUCTION .....</b>	<b>18</b>
	<b>PROHIBITED ITEMS .....</b>	<b>18</b>
<b>II.</b>	<b>SECTION II – RESTRICTED ITEMS SCHEDULE.....</b>	<b>20</b>
<b>1</b>	<b>INTERPRETATION .....</b>	<b>20</b>
<b>2</b>	<b>INTRODUCTION .....</b>	<b>20</b>
<b>3</b>	<b>LITHIUM BATTERIES.....</b>	<b>20</b>
	<b>RESTRICTED ITEMS.....</b>	<b>22</b>



## 1 INTERPRETATION

### 1.1 DEFINITIONS

In this INTERPRETATION SCHEDULE (including the preamble), unless the context clearly indicates a contrary intention, the following words and expressions shall bear the meanings stated opposite them and cognate words and expressions shall bear similar meanings -

### 1.2 PARTIES

1.2.1	<b>“CUSTOMER”</b>	CUSTOMER who instructs RAM to provide the Service/s and which includes - i. the User of <b>RAM’S IT PLATFORM</b> ; and ii. Shipper(s); iii. CUSTOMER’s or Shipper’s duly authorised representative(s)
1.2.2	<b>“RAM ASSOCIATE”</b>	any subsidiary, holding company or franchisee of RAM or any person, firm, company or corporation controlled in any manner by the shareholders of RAM
1.2.3	<b>“RAM Logistics”</b>	RAM HAND-TO-HAND LOGISTICS PROPRIETARY LIMITED t/a RAM HAND-TO-HAND COURIERS® Registration Number 2017/345580/07, a private company incorporated in accordance with the Laws of South Africa
1.2.4	<b>“RAM Group”</b>	RAM Logistics, RTSA and any RAM ASSOCIATE from time to time
1.2.5	<b>“RTSA”</b>	RAM TRANSPORT (SOUTH AFRICA) PROPRIETARY LIMITED, Registration Number 1997/009992/07, a private company incorporated in accordance with the Laws of South Africa
1.2.6	<b>“RAM International”</b>	RAM International Transport Proprietary Limited, Registration Number 1988/000591/07, a private company incorporated in accordance with the Laws of South Africa
1.2.7	<b>“RAM Warehouse”</b>	any RAM Warehouse, Branch or Hub, operated or controlled by RAM from which RAM provides any of the Services
1.2.8	<b>“Receiver”</b>	the Receiver (Consignee) of a Shipment as specified on the Shipping Instruction
1.2.9	<b>“Sender”</b>	the Sender (Consignor) of a Shipment as specified on the Shipping Instruction
1.2.10	<b>“Shipper”</b>	the Sender (Consignor) of a Shipment that instructs RAM to deliver the Shipment to the Receiver as specified on the Shipping Instruction
1.2.11	<b>“SLA Customer”</b>	a Customer who has completed an Application to Enter Master Logistics Agreement (“ <b>MLA</b> ”) and Service Level Agreement (“ <b>SLA</b> ”) which Application together with has been successfully approved and signed by RAM in writing
1.2.12	<b>“Third Party”</b>	shall mean any Person who or which is neither a Party, an Affiliate of a Party or in any way related to a Party
1.2.13	<b>“User”</b>	the CUSTOMER(s) and/or Shipper(s) authorised to use <b>RAM’S IT PLATFORM</b> and to exchange communications and, where applicable, includes such person’s duly authorised representative(s)
1.2.14	<b>“3P-SP”</b>	any third-party service provider and/or sub-contractor and/or franchisee selected from time to time by RAM in order to attend to all or certain aspects of the Logistics Service on behalf of RAM including, armored car/truck services, armed guard services, couriers, warehousemen, linehaul, bulk collection and/or commercial airlines/carriers

### 1.3 GENERAL DEFINITIONS

1.3.1	<b>“Approval”</b>	shall include any approval, consent, authority, license, permit and/or mandate
1.3.2	<b>“Business Day”</b>	any day other than a Saturday, a Sunday or Public Holiday
1.3.3	<b>“Business Hours”</b>	shall be construed as being the hours between 08:30 and 17:00 on any Business Day. Any reference to time shall be based upon South African Standard Time
1.3.4	<b>“Calendar Month”</b>	each month of the Gregorian Calendar
1.3.5	<b>“Communication”</b>	communications between User and RAM exchanged by means of an e-communication, fax, telephone, call centre and such other means of communication RAM may allow or use from time to time



1.3.6	"Confidential Information"	<p>any information or data which by its nature or content is identifiable as confidential and/or proprietary to the Disclosing Party, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party by whatsoever means. Without limitation, Confidential Information shall include the following, even if it is not marked as being "<b>confidential</b>", "<b>restricted</b>" or "<b>proprietary</b>" (or any similar designation) –</p> <ol style="list-style-type: none"> <li>i. information relating to the Disclosing Party's current and existing strategic objectives and plans for both its existing and future business and its Corporate Opportunities;</li> <li>ii. the financial details of the Disclosing Party's Customers (including credit and discount terms) and the Disclosing Party's relationship with its business associates;</li> <li>iii. the names of prospective Customers of the Disclosing Party and their requirements;</li> <li>iv. information relating to the Disclosing Party's business activities, business relationships, products, services, processes, data and staff;</li> <li>v. information contained in or constituting the Disclosing Party's information technology hardware or software, including hardware or software in the Disclosing Party's possession which is proprietary to third parties and operated by it under lease, loan, license or other agreement and associated Material;</li> <li>vi. the Disclosing Party's technical, scientific, commercial, financial and market information and trade secrets;</li> <li>vii. the Disclosing Party's data concerning its business relationships, architectural information, demonstrations, processes and machinery;</li> <li>viii. Intellectual Property that is proprietary to the Disclosing Party or that is proprietary to a third party and in respect of which the Disclosing Party has rights of use or possession, including data relating to Customers of the Disclosing Party;</li> <li>ix. the Disclosing Party's plans, designs, drawings, processes, process maps, functional and technical requirements and specifications;</li> <li>x. information concerning faults or defects in the Disclosing Party's systems, hardware and/or software or the incidence of such faults or defects;</li> <li>xi. agreements to which the Disclosing Party is a party;</li> <li>xii. information relating to the Disclosing Party's network, telecommunications services and facilities including information concerning faults or defects therein or the incidence of such faults or defects;</li> <li>xiii. any and all methodologies, formulae, related information and trade secrets of the Disclosing Party; and</li> <li>xiv. the business plans, strategy documents, financial information (including valuations, forecasts and costings) and business process outsourcing knowledge of the Disclosing Party;</li> <li>xv. information relating to any dispute between the Parties resulting from this AGREEMENT;</li> <li>xvi. information relating to any fault or defect in any aspect of the business of the Disclosing Party, irrespective of whether the Disclosing Party knows about such fault or defect; and</li> <li>xvii. other matters which relate to the business of the Disclosing Party and in respect of which information is not readily available in the ordinary course of business to a competitor of the Disclosing Party</li> </ol>
1.3.7	"Control"	(including with correlative meanings, the terms " <b>controlling</b> ," " <b>controlled by</b> ," and " <b>under common control with</b> ") as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities or by contract or otherwise
1.3.8	"Courier Services"	the collection, storage, transportation and delivery of Shipments
1.3.9	"Criminal Loss"	loss pursuant to Armed Robbery, Hijack, Theft, Fraud or other form of criminal loss
1.3.10	"Cut-Off Time"	an agreed Cut-Off Time specified in any SLA, in terms of which the Parties agree on the last time of any Business Day when RAM will receive any Shipment from CUSTOMER
1.3.11	"Days"	shall be construed as Calendar Days unless qualified by the word " <b>Business</b> ", in which



		instance a <b>“Business Day”</b> shall have the meaning ascribed to it in 1.3.2
1.3.12	<b>“Delivery Exclusions”</b>	<p>a non-delivery, attempted delivery or failed delivery pursuant to or as a result of, <i>inter alia</i> –</p> <ol style="list-style-type: none"> <li>i. CUSTOMER furnishing RAM with an <b>Incorrect Shipping Instruction</b>; or</li> <li>ii. the late delivery or non-delivery of Shipments by CUSTOMER to RAM which shall include any Shipment received by RAM after an agreed Cut-Off Time; or</li> <li>iii. RAM being specifically prevented by CUSTOMER or the intended Receiver to ship or receive the Shipment; or</li> <li>iv. a specific instruction from CUSTOMER or the intended Receiver; or</li> <li>v. a specific redirect instruction from CUSTOMER or the intended Receiver in terms of which the Shipment is redirected from the delivery address specified on the Shipping Instruction to an alternative delivery address or back to the Sender; or</li> <li>vi. the Receiver refusing to accept the Shipment, because, <i>inter alia</i>, the order has been cancelled by the Receiver and RAM has - <ul style="list-style-type: none"> <li>☞ either received a signed Shipping Instruction specifying that the Receiver refuses to accept the Shipment; or</li> <li>☞ furnished an e-communication that RAM has attempted the delivery and the Receiver is not available or refused to accept the Shipment or the order is an incorrect duplicate order; or</li> </ul> </li> <li>vii. the Receiver’s IT system is not in operation at the time of the delivery and the Receiver is unable to generate a GRV or requested documentation; or</li> <li>viii. the designated Receiver is not available at the time of delivery; or</li> <li>ix. the Receiver’s is unable to provide any specified documentation necessary to complete delivery, including FICA/RICA/KYC Documentation; or</li> <li>x. failure to comply with any reasonable operating documentation or other reasonable instructions furnished by RAM to CUSTOMER in writing from time to time</li> </ol>
1.3.13	<b>“Dispatch”</b>	dispatching of the relevant order from the RAM Warehouse into the RAM Distribution (but shall not include Delivery of the Shipment)
1.3.14	<b>“Documentation”</b>	in relation to either Party’s Confidential Information, any written instructions, drawings, notes, memoranda, records, specifications, characteristics, features, schematics, electrical, blueprints, flow diagrams, mechanicals, and other drawings or documentation owned and/or controlled by the relevant Party and used in connection with the Business
1.3.15	<b>“ETA”</b>	Estimated Time of Arrival
1.3.16	<b>“Force Majeure”</b>	any material event beyond the control of any Party which occurrence could not have reasonably been foreseen at the date of request for the Service, and which, despite the exercise of diligent efforts, the relevant Party was unable to prevent, limit or minimise, including, but not limited to, war whether declared or not, revolution, riot, strikes, insurrection, civil commotion, invasion, armed conflict, hostile act of foreign enemy, act of terrorism, sabotage, hijacking, power outage or interruption, radiation or chemical contamination, ionising radiation, act of G-d, plague, serious epidemic, officially declared state of emergency, embargoes, sanctions, power outages, non-availability of raw materials or transport facilities, restrictions or sanctions imposed by any Governmental Body or by force majeure of any description whether or not of the specific nature indicated above
1.3.17	<b>“GRV”</b>	Goods Received Voucher which shall be in the form of an acknowledgement of receipt by the relevant Receiver
1.3.18	<b>“Incorrect Shipping Instruction”</b>	<p>shall include, <i>inter alia</i>, where CUSTOMER provides RAM with a Shipping Instruction either by e-communication or on a Waybill, where such Shipping Instruction contains incorrect, inaccurate, mistaken, incomplete, out of date or erroneous information, including –</p> <ol style="list-style-type: none"> <li>i. no street number or incorrect street number;</li> <li>ii. no building or complex name or incorrect building or complex name;</li> <li>iii. no delivery address or incorrect delivery address;</li> <li>iv. no contact details or incorrect contact details;</li> <li>v. any address which is incapable of being geo-located or;</li> <li>vi. any address where a delivery point cannot be determined utilising geographic</li> </ol>



		<p>coordinates (longitude and latitude);</p> <p>vii. any Shipment where RAM cannot contact the relevant representative of the Receiver as the relevant Receiver is not available</p>
1.3.19	<b>“Insolvency Event”</b>	<p>the occurrence of any of the following events or circumstances, by either of the Parties -</p> <ul style="list-style-type: none"> <li>i. an order or declaration is made, steps are taken, or a meeting of its trustees, directors or shareholders is convened to consider the passing of a resolution, or a resolution is passed or proposed, for the administration, custodianship, curatorship, bankruptcy, liquidation, winding up, judicial management (whether provisional or final) or deregistration of it or its estate or for the placement of it under business rescue or supervision or for the appointment of a business rescue practitioner;</li> <li>ii. it is unable (or admits inability) to pay its debts generally as they fall due or it is (or admits to being) otherwise insolvent or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or proposes or seeks to make or makes a general assignment or any arrangement or composition with, or for the benefit of, its creditors or a moratorium is agreed or declared in respect of, or affecting, all or a material part of its indebtedness;</li> <li>iii. it takes any proceeding or other step with a view to the general readjustment, rescheduling or deferral of its indebtedness (or any part thereof which it would otherwise be unable to pay when due) or proposes to take any such steps;</li> <li>iv. any receiver, administrative receiver, judicial receiver, judicial manager, administrator, compulsory manager, judicial custodian, business rescue practitioner, curator, trustee in bankruptcy, liquidator or the like is appointed in respect of it or any material part of its assets or it requests any such appointment;</li> <li>v. it becomes subject to any of the proceedings contemplated in chapter 6 of the Companies Act including, without limitation, becoming subject to any business rescue, being regarded as financially distressed or subject to supervision all as defined in chapter 6 of the Companies Act;</li> <li>vi. it is or becomes insolvent or commits any act which, if it were a natural person who is subject thereto, would be an act of insolvency as described in the Insolvency Act or any equivalent legislation in any jurisdiction to which such person is subject; or</li> <li>vii. any order, whether provisional or final, is granted for its liquidation, dissolution or winding up or for it to be placed under judicial management, business rescue proceedings or any other equivalent proceedings, whether provisional or final;</li> <li>viii. it is deemed to be unable to pay its debts in terms of section 345 of the Companies Act;</li> <li>ix. it compromises or attempts to compromise with, or defers or attempts to defer payment of debts owing by it to its creditors generally;</li> <li>x. it suspends payment of all or a material part of (or of a particular type) of its indebtedness to its creditors and/or commences negotiations or the taking of any other step with a view to the deferral, rescheduling or other readjustment of all of (or all of a particular type of) its indebtedness to its creditors and/or it proposes or makes a general assignment or arrangement or composition with or for the benefit of its creditors and/or it agrees or declares a moratorium in respect of or affecting all or a part of its indebtedness;</li> <li>xi. it has any execution, attachment or other proceedings levied or enforced against its assets, unless an application to rescind the relevant execution or attachment order is successfully brought by CUSTOMER or RAM within fifteen days of having become aware of the relevant execution, attachment or other similar order; or</li> <li>xii. any event occurring or circumstance arising which is analogous to any of the events referred to in i. to iv. above (both clauses inclusive)</li> </ul>
1.3.20	<b>“Loss”</b>	shall include any loss, loss of profit, liability, damage, shortage, destruction, claim, expense, penalty, fine and/or attorney and other professional fees of any kind whatsoever and howsoever arising or caused and whether direct, indirect, consequential or of an incidental nature and whether such Loss arises in contract, delict or otherwise
1.3.21	<b>“Non-Business Day”</b>	Saturdays, Sundays or Public Holidays in South Africa
1.3.22	<b>“OEM”</b>	original equipment manufacturer



1.3.23	<b>“Paperless Delivery”</b>	a delivery in which no hardcopy or printed documentation is used. All documentation including POD and KYC documents are transmitted electronically
1.3.24	<b>“Parcel”</b>	sealed envelopes, flyers, parcels, packages, boxes, cartons, pallets or containers packed by or on behalf of CUSTOMER and tendered for Services by RAM
1.3.25	<b>“Personnel”</b>	in relation to any Party, their shareholders, directors, employees, personnel or franchisees
1.3.26	<b>“POD”</b>	<p><b>“Proof of Delivery”</b> - an acknowledgment of receipt which shall be in the form of –</p> <ul style="list-style-type: none"> <li>i. an acknowledgement of delivery on the Shipping Instruction signed by the Receiver or its duly authorised Personnel; or</li> <li>ii. a confirmation of delivery on the Shipping Instruction authorised by an OTP on RAM’S IT PLATFORM; or</li> <li>iii. an e-POD; or</li> <li>iv. RAM’s standard form POD from time to time; or</li> <li>v. such alternative proof of delivery reasonably acceptable in the courier industry</li> </ul>
1.3.27	<b>“Prohibited Item”</b>	any Prohibited Item set out in the SECTION I - PROHIBITED ITEMS SCHEDULE
1.3.28	<b>“Property”</b>	collectively or individually, as the case may be, the cargo, documents, goods, items, envelopes, pallets or containers described on the Shipping Instruction and contained in the Shipment which are being tendered for the Service
1.3.29	<b>“Restricted Item”</b>	any Restricted Item set out in SECTION II – RESTRICTED ITEMS SCHEDULE
1.3.30	<b>“Service/s”</b>	the Services to be provided by RAM in terms of this AGREEMENT, including - <ul style="list-style-type: none"> <li>i. C&amp;D Services;</li> <li>ii. Warehousing and Suppl Chain Management Services,</li> <li>iii. Courier Services;</li> <li>iv. other Logistics Services</li> </ul>
1.3.31	<b>“Shipment”</b>	distinctively sealed and secured documents or Parcels tendered for Service that travel pursuant to a Shipping Instruction and which may be carried by any means RAM chooses, including air, road or any other carrier
1.3.32	<b>“Shipping Instruction”</b>	a Shipping Instruction, whether in document or electronic format, furnished to RAM which shall include, <i>inter alia</i> - <ul style="list-style-type: none"> <li>i. Sender / Consignor Details;</li> <li>ii. Receiver / Consignee Details;</li> <li>iii. Service Request;</li> <li>iv. Liability Option (if applicable);</li> <li>v. Shipment Information, including weight and dimensions;</li> <li>vi. Description of Goods</li> </ul>
1.3.33	<b>“Signature Date”</b>	the date on which the AGREEMENT is signed by the Party which is the last signatory to the AGREEMENT
1.3.34	<b>“SKU”</b>	a stock keeping unit being a Specified Product identification code, often portrayed as a machine-readable bar code that helps track the item for stock keeping purposes
1.3.35	<b>“SLA”</b>	Service Level Agreement
1.3.36	<b>“TAT”</b>	Turnaround Times
1.3.37	<b>“Valuable Cargo”</b>	a consignment, which contains one or more of the following articles – <ul style="list-style-type: none"> <li>i. any article having a declared value for carriage of US\$1,000 or more per gross kilogram;</li> <li>ii. gold bullion (including refined or unrefined gold in ingot form), dore bullion, gold specie and gold only in the form of grain, sheet, foil, powder, sponge, wire, rod, tube, circles, mouldings and castings. Platinum, platinum metals (palladium, iridium, ruthenium, osmium and rhodium) and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, gauze, tube and strip (but excluding those radioactive</li> </ul>





		<p>isotopes of the above metals and alloys which are subject to dangerous goods labelling requirements);</p> <ul style="list-style-type: none"> <li>iii. legal banknotes, securities, shares and share coupons, traveller's cheques, stamps and ready for use bank cards and/or credit cards;</li> <li>iv. diamonds (including diamonds for industrial use), rubies, emeralds, sapphires; opals and real pearls (including cultured pearls);</li> <li>v. jewellery consisting of diamonds, rubies, emeralds, sapphires, opals and real pearls (including cultured pearls);</li> <li>vi. jewellery and watches made of silver and/or gold and/or platinum;</li> <li>vii. articles made of gold and/or platinum, other than gold and/or platinum plated</li> </ul>
1.3.38	<b>“Warehouse Management Services”</b>	Warehouse Management and Supply Chain Services including the receiving, warehousing, picking, packing and dispatch of CUSTOMER’S Products
1.3.39	<b>“Waybill”</b>	a Shipping Instruction in document format and includes the Waybill generated on RAM’S IT PLATFORM pursuant to a Shipping Instruction, any label produced by RAM’s automated systems, delivery note or consignment note and shall incorporate this AGREEMENT

1.4 FINANCIAL DEFINITIONS

1.4.1	<b>“InfoSlips”</b>	<i>InfoSlips</i> software which designs, composites and distributes documents that deliver rich, interactive and engaging client documents including financial information, invoices, statements and remittances, as well as service and operational reports and trends
1.4.2	<b>“Increase Event”</b>	<p>shall mean –</p> <ul style="list-style-type: none"> <li>i. any new law, ruling or regulation is promulgated, given or adopted; or</li> <li>ii. there are any changes to any present or future law, ruling or regulation; or</li> <li>iii. there are any changes in the interpretation or administration of any law, ruling or regulations by any relevant authority or comparable agency charged with interpretation or administration thereof; or</li> <li>iv. there is any material change in the market considerations which are relevant to, logistics, transportation, courier or supply chain solutions services sector, including– <ul style="list-style-type: none"> <li>✎ airline rates / surcharges increases or decreases; and/or</li> <li>✎ the increase by any relevant Governmental Body or any regulatory authority (including the NBCRFLI or its successors-in-title) of statutory wages and/or other amounts payable to RAM’s Personnel; and/or</li> <li>✎ insurance premium increases; and/or</li> <li>✎ the implementation and/or increase in Toll Fees;</li> <li>✎ minimum transport standards imposed by any Regulatory Authority,</li> </ul> </li> </ul> <p>which would or does –</p> <ul style="list-style-type: none"> <li>i. subject any Party to any taxes, duties or other charges in respect of this AGREEMENT or change the basis of taxation of either (except for changes in the rate of normal taxation on the overall net income of any Party);</li> <li>ii. impose on a Party any other obligation or condition which requires such Party to incur a material additional cost in respect of the Services</li> </ul>
1.4.3	<b>“Ordinary Work Hours”</b>	9 (nine) Hours per day for all Business Days
1.4.4	<b>“Overtime”</b>	all hours of work in excess of Ordinary Work Hours, including Non-Business Days
1.4.5	<b>“Overtime Cost”</b>	the actual cost paid by RAM to the relevant Personnel involved in providing the Services for such Personnel/s services for any hours worked Overtime in order to provide the Services in terms of this AGREEMENT
1.4.6	<b>“Prime Rate”</b>	the publicly quoted basic rate of interest (expressed as a nominal annual rate compounded monthly in arrears) calculated on a 365 (Three Hundred and Sixty-Five) day year whether or not the year is a leap year, charged by RAM’s Bankers in respect of overdraft advances as evidenced by a certificate signed by any manager of the said bank whose authority and appointment it shall not be necessary to prove
1.4.7	<b>“Surcharges”</b>	the various surcharges payable in respect of the Services, which include the -



		<b>Specialised Delivery Surcharges</b>	Specialised Delivery Surcharges in 5.1
		<b>General Surcharges</b>	General Surcharges in 5.2
		<b>Variable Fuel Surcharge</b>	Variable Fuel Surcharges in 5.3
1.4.8	<b>"Tax"</b>	<p>all forms of taxation, charges, imposts, duties, levies, deductions, withholdings or fees, royalties or contribution of any kind whatsoever, whenever imposed, whether imposed as a result of a person being chargeable to tax, a representative taxpayer, a withholding agent or a responsible third party, including -</p> <ol style="list-style-type: none"> <li>i. income tax, provisional tax, VAT, dividends' tax, donations tax and capital gains tax;</li> <li>ii. unemployment insurance, skills development, payroll or other similar contributions;</li> <li>iii. customs or excise duties;</li> <li>iv. any interest, penalty, additional tax or fine or any other moneys imposed in connection therewith or in connection with the avoidance or evasion thereof;</li> <li>v. all costs and expenses incurred in managing any enquiry or audit or conducting any litigation, dispute process or similar action in relation to taxation</li> </ol> <p>and <b>"Taxation"</b> shall have a corresponding meaning</p>	
1.4.9	<b>"VAT"</b>	value added tax at the rate specified in the VAT Act	
1.5	<b>INFORMATION TECHNOLOGY DEFINITIONS</b>		
1.5.1	<b>"AVT"</b>	RAM's Address Validation Tool being an online system which allows a User to capture and verify a delivery address. The system validates, autocompletes, cleans and geo-locates the address prior to saving	
1.5.2	<b>"BI"</b>	Business Intelligence	
1.5.3	<b>"CAV"</b>	RAM's Central Address Validation department	
1.5.4	<b>"Data Message"</b>	<p>data generated, sent, received or stored by electronic means and includes -</p> <ol style="list-style-type: none"> <li>i. voice, where the voice is used in an automated transaction; and</li> <li>ii. a stored record</li> </ol>	
1.5.5	<b>"Derivative Work"</b>	work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion, or any other form in which such pre-existing works may be recast, transformed or adapted and that if prepared without the authorization of the owner of the pre-existing work would constitute an infringement of the proprietary rights of the owner therein	
1.5.6	<b>"e-communication"</b>	<p>an electronic communication in the form of a Data Message as defined in the ECT Act and includes the emission, transmission or reception of information of a Data Message, including, without limitation -</p> <ol style="list-style-type: none"> <li>i. voice, sound, data, text, video, animation, visual images, moving images and pictures, signals or a combination thereof by means of magnetism, radio or other electromagnetic waves, optical, electro-magnetic systems or any agency of a like nature, whether with or without the aid of tangible conduct, but does not include content service;</li> <li>ii. communications exchanged by means of <b>RAM'S IT PLATFORM</b>, email and mobile phone (e.g. WIG, WAP, sms)</li> </ol>	
1.5.7	<b>"e-POD"</b>	a digitally signed acknowledgment of receipt by the Receiver or its duly authorised Personnel on RAM's Mobile and transmitted to <b>RAM'S IT PLATFORM</b>	
1.5.8	<b>"Geolocation"</b>	the identification of the real-world geographic location of an object, such as a place of residence, radar source, mobile phone or Internet-connected computer terminal. In its simplest form geolocation involves the generation of a set of geographic coordinates and is closely related to the use of positioning systems, but its usefulness is enhanced by the use of these coordinates to determine a meaningful location, such as a street address	
1.5.9	<b>"IT"</b>	Information Technology	



1.5.10	<b>“Intellectual Property”</b>	<p>all intellectual property rights and interests (whether registered or unregistered and whether capable of protection by registration or not) used by or in connection with the Services, and all equivalent forms of protection, as well as all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from such rights, including the following -</p> <ul style="list-style-type: none"> <li>iii. all inventions (whether patentable or unpatentable) and whether or not reduced to practise, all improvements thereto, and all patents, patent applications and patent disclosures, together with all revisions, extensions and re-examinations thereof;</li> <li>iv. all trademarks, devices, logos, service marks, trade dress, trade names (including the Name) and corporate names (including all domain names, internet and intranet names, addresses, icons and other designations useful to identify or locate any Party on a computer network such as the worldwide web), URL (Uniform Resource Locator) together with all translations, adaptations, derivations and combinations thereof, as well as all applications, registrations and renewals in connection therewith;</li> <li>v. all works capable of copyright, all copyright and all applications, registrations and renewals in connection therewith (where applicable);</li> <li>vi. all know-how, confidential information, trade secrets and business information, including ideas, research and development, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supply lists, pricing and cost information, and business and marketing plans and proposals;</li> <li>vii. all patterns, designs, design applications and registrations;</li> <li>viii. all computer software (including modules, applications, routines, scripts and related documentation);</li> <li>ix. invention, discovery, or improvement, modification, know-how, technique, method, methodology, procedures, specifications, recipes, working instructions, technical data, writing, work of authorship, process, design, or data, whether or not patented, patentable, copyrightable or reduced to practice, including any inventions, discoveries, improvements, modification, know-how, technique, methodology, writing, work of authorship, design or data embodied or disclosed in any: (a) computer source codes (human readable format) &amp; object codes (machine readable format); (b) specifications; (c) manufacturing, assembly, test, installation, service and inspection instructions and procedures; (d) engineering, programming, service and maintenance notes and logs; (e) technical, operating and service and maintenance manuals and data; (f) hardware reference manuals; (g) user documentation, help files or training materials; and (v) goodwill related to any of the foregoing;</li> <li>x. all other proprietary rights; and</li> <li>xi. all copies and tangible embodiments of any of the foregoing, in each instance in whatever form or medium</li> </ul>
1.5.11	<b>“Logistix TMS”</b>	the Logistix Transport Management Software utilised by RAM for the Courier Services delivery lifecycle
1.5.12	<b>“Matflo”</b>	the Matflo Core Warehouse Management System/WCS Application Software utilised by RAM to provide Warehouse Management Services
1.5.13	<b>“Mobile Computers”</b>	Mobile Computer hardware provided by RAM to its Personnel for the purposes of attending to their duties, including providing the Courier Service and administrative activities, which Mobile Computers include RAM’s Mobile, Smart Phone, Palm device, Tablet, Laptop or Computer
1.5.14	<b>“OCR”</b>	Optical Character Recognition being the electronic conversion of images of typed, handwritten or printed text into machine-encoded text
1.5.15	<b>“OTP”</b>	a one-time password (OTP) which is valid for only one login session or transaction, on a computer system or other digital device including the RAM Mobile
1.5.16	<b>“Paperless Deliveries”</b>	a delivery in which no hardcopy or printed documentation is used. All documentation including POD, RICA/FICA/KYC documents are transmitted electronically
1.5.17	<b>“.pdf”</b>	portable document format



1.5.18	“QSM”	RAM’s Query & Service Manager which manages the workflow and tasks associated with the resolution of queries and requests related to the delivery of a Shipment
1.5.19	“RAM Hardware”	any computer hardware, terminal/s or printers owned and/or controlled by RAM and installed at CUSTOMER’S premises to be used by CUSTOMER / User in connection with the RAM-IT
1.5.20	“RAM-IP”	RAM’s Intellectual Property including the - <ul style="list-style-type: none"> <li>i. RAM Technology;</li> <li>ii. RAM Marks;</li> </ul> together with all amendments, updates and improvements thereto, which are in the possession of RAM from time to time
1.5.21	“RAM-IT”	collectively and/or individually, as the case may be, RAM’s Hardware and RAM’s Software
1.5.22	“RAM’S IT PLATFORM”	shall mean - <ul style="list-style-type: none"> <li>i. Logistix TMS Software;</li> <li>ii. RAM Mobile Software Applications;</li> <li>iii. RAM Portal;</li> <li>iv. RAM’s Website;</li> <li>v. RAM’s Hardware</li> <li>vi. RAM’S MOBISITE;</li> <li>vii. all the designs, methods, methodology, processes, procedures, specifications, technology, know-how, working instructions, technical data, and all related information required to conduct the RAM Business and provide the Services;</li> </ul> including all Derivative Work, amendments and improvements thereto, which are in the possession of RAM from time to time
1.5.23	“RAM Marks”	the trade marks, names, designs and/or logos whether registered or not, which are owned by or licensed to RAM from time to time
1.5.24	“RAM Mobile”	RAM’s Mobile Electronic Handheld Device used by RAM’s Personnel to provide the Services
1.5.25	“RAM Mobile Software Application”	RAM’s Mobile Software Application utilised on mobile electronic handheld devices, including smartphones which are used by couriers in providing the Services
1.5.26	“RAM Mobisite”	a Receiver Engagement Mobile Application website built for use on a mobile device, which enables real-time, electronic and proactive communication between RAM and the Receiver of the Shipment
1.5.27	“RAM Portal”	RAM’s web-based portal (incorporating the RAM Shipper module) which shall facilitate the User to process, inter alia, the following transactions – <ul style="list-style-type: none"> <li>i. Obtaining Quotations;</li> <li>ii. Track &amp; Trace (Searching for Consignments);</li> <li>iii. Generating Reports;</li> <li>iv. RAM Shipper Applications</li> </ul>
1.5.28	“RAM Shipper”	RAM’s IT Software accessed by the User for the purpose of, <i>inter alia</i> – <ul style="list-style-type: none"> <li>i. completing/consigning Shipments by means of a Shipping Instruction;</li> <li>ii. furnishing the Shipping Instruction to RAM either at the time of collection of the Shipment or by e-communication;</li> <li>iii. printing manifests and reconciling manifest shipments for collection by RAM;</li> <li>iv. loading and editing specific customer data base relating to the relevant User in accordance with instructions and the consent of User</li> </ul>
1.5.29	“RAM Software”	the computer software developed and owned and/or controlled by RAM used in connection with <b>RAM’S IT PLATFORM</b>
1.5.30	“RAM Website”	RAM’s Website on the world wide web being URL – <a href="http://www.ram.co.za">www.ram.co.za</a> , (including all its constituent web pages) on which RAM provides the service from time to time, including all pages in respect of whose content RAM exercises control



1.5.31	“sms”	short message service
1.5.32	“User ID&PIN”	a User’s personal RAM identification number and internet pin number which must be used to access <b>RAM’S IT PLATFORM</b>

1.6 LEGISLATIVE DEFINITIONS

1.6.1	“Amended Codes”	the Amended B-BBEE Codes of Good Practice gazetted by the Department of Trade and industry on 21 October 2013 under Government Gazette No. 36928 in terms of section 9(1) of the B-BBEE Act or any other codes of good practice which are gazetted in terms of section 9(1) of the B-BBEE Act which may be applicable to RAM from time to time
1.6.2	“B-BBEE”	Broad-Based Black Economic Empowerment, as defined in the B-BBEE Act
1.6.3	“B-BBEE Act”	Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
1.6.4	“BEE Legislation”	collectively, the B-BBEE Act, the B-BBEE Regulations, 2016 promulgated thereunder, the Amended Codes, the Road Freight Sub-Sector Code, the Preferential Procurement Policy Framework Act No. 5 of 2000, and the Preferential Procurement Regulations, 2017, promulgated thereunder, and any other law, licence, sector code of good practice on B-BBEE, and any other law, licence, condition, regulation (mandatory or voluntary) or practice relating to B-BBEE
1.6.5	“COIDA”	Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)
1.6.6	“Companies Act”	Companies Act, 2008 (Act No. 71 of 2008) and shall include the provisions of the Companies Act, 1973 (Act No. 61 of 1973) that have not been repealed
1.6.7	“CPA”	Consumer Protection Act, 2008 (Act 68 of 2008)
1.6.8	“ECT Act”	Electronic Communications and Transactions Act, 2002 (Act 25 of 2002)
1.6.9	“Income Tax Act”	Income Tax Act, 1962 (Act No. 58 of 1962)
1.6.10	“Insolvency Act”	Insolvency Act, No. 24 of 1936
1.6.11	“FAIS”	Financial Advisory and Intermediary Services Act, 2003 (Act 37 of 2002);
1.6.12	“FICA”	Financial Intelligence Centre Act, 2001 (Act 38 of 2001)
1.6.13	“Governmental Body”	shall mean any (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign or other government, (c) governmental, quasi-governmental or regulatory body of any nature, including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, organization, unit, or body, or (d) court, public or private arbitrator or other public tribunal
1.6.14	“KYC”	Know Your Client
1.6.15	“KYC Documentation”	KYC Documentation required for FICA or RICA, which may include an Identification Document and/or Proof of Residence
1.6.16	“Laws”	all legislation, international law, provisions of constitutions, statutes, regulations, directives, orders, notices, promulgations, regulations, orders and/or other decrees of any Governmental Body or instrumentality of any of them which principally performs governmental functions which have force of law and which it would be an offence (or evoke an administrative penalty) not to obey and the common law, as amended, replaced, re-enacted, re-stated or re-interpreted from time to time of the countries, states or other international jurisdictions where the Services may be performed or where the Shipping Instruction may be executed
1.6.17	“NBCRFLI”	The National Bargaining Council for the Road Freight and Logistics Industry
1.6.18	“NBCRFLI Agreement”	The Memorandum of Agreement entered into between the Motor Transport Workers Union, Professional Transport and Allied Workers Union of South Africa, South African Transport and Allied Workers Union, Transport and Allied Workers Union and Road Freight Employers Association, as amended from time to time



1.6.19	<b>“NCA”</b>	National Credit Act, 2005 (Act 34 of 2005)
1.6.20	<b>“OHSA”</b>	Occupational Health and Safety Act, 1993 (Act 85 of 1993)
1.6.21	<b>“Personal Information”</b>	<p>in relation to POPI, means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to -</p> <ul style="list-style-type: none"> <li>i. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;</li> <li>ii. information relating to the education or the medical, financial, criminal or employment history of the person;</li> <li>iii. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;</li> <li>iv. the biometric information of the person;</li> <li>v. the personal opinions, views or preferences of the person;</li> <li>vi. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;</li> <li>vii. the views or opinions of another individual about the person; and</li> <li>viii. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person</li> </ul>
1.6.22	<b>“POCA”</b>	Prevention of Organized Crime Act, 1998 (Act 121 of 1998)
1.6.23	<b>“POPI”</b>	Protection of Personal Information Act, 2013 (Act 4 of 2013)
1.6.24	<b>“Processing”</b>	<p>in relation to POPI, means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including-</p> <ul style="list-style-type: none"> <li>i. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;</li> <li>ii. dissemination by means of transmission, distribution or making available in any other form; or</li> <li>iii. merging, linking, as well as restriction, degradation, erasure or destruction of information</li> </ul>
1.6.25	<b>“Public Holidays Act”</b>	Public Holidays Act, 1994 (Act No 36 of 1994)
1.6.26	<b>“Public Holiday”</b>	a Public Holiday as defined in the Public Holidays Act and shall include any day regarded as a paid holiday as contemplated in the NBCRFLLI Agreement
1.6.27	<b>“Responsible Party”</b>	in relation to POPI, means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing Personal Information
1.6.28	<b>“RICA”</b>	Regulation of Interception of Communications and Provision of Communication-related Information Act, 2002 (Act 70 of 2002)
1.6.29	<b>“SANParks”</b>	South African National Parks, a statutory institution in terms of the National Environmental Management: Protected Areas Act no 57 of 2003
1.6.30	<b>“SH&amp;E”</b>	Safety Health & Environment
1.6.31	<b>“South Africa”</b>	the Republic of South Africa
1.6.32	<b>“VAT Act”</b>	Value Added Tax Act, 1991 (Act 89 of 1991)



## 2 SERVICE DEFINITIONS, DELIVERY TIMES & AREA DEFINITIONS

### 2.1 DISTRIBUTION SERVICES

Service Type Code	Distribution Service	Service / Delivery Times
"XR"	Express Road	24-48 hours from Collection
"ES"	Economy Service	48-72 hours from Collection

### 2.2 DEMAND SERVICES

Service Type Code	Demand Service	Service / Delivery Times
SD	Same Day	Same Day as Collection
EB09H00	Early Bird 09:00	NBD 09:00
ND11H00	Next Day 11:00	NBD 11:00
ND	Next Day 17:00	NBD 17:00

### 2.3 SPECIAL SERVICES

Service Type Code	Special Service	Service / Delivery Times
"A&A"	Arms & Ammunition	Collection and/or Delivery of a Shipment containing Arms and/or Ammunition (usually within 24-48 hours from Collection)
"TSS"	Time Slot Service	a time window or period of time on a specified day of the week during which the delivery Service can be performed
"IHP"	In house	the provision by RAM of In-House Personnel which attend to the consigning of orders on behalf of CUSTOMER
"VC"	Valuable Cargo	<p>the provision by RAM of a VC Service 24-48 hours from Collection</p> <p><b>*NB - VC Service <u>does not</u> include collection and delivery of the Shipment in an Armored Vehicle or Armed Escort.</b></p> <p><b>Clients who require Armored Vehicle or Armed Escort are requested to book a collection @ <a href="mailto:hvcollections@ram.co.za">hvcollections@ram.co.za</a> and pay the AV Surcharge specified in 5.1 below</b></p>

### 2.4 INTERNATIONAL SERVICES

Service Type Code	International	Service / Delivery Times
"Int'l Document"	International Documents	Delivery within 2 to 3 Business Days to most major destinations in Africa, Europe, Asia and the USA
"Int'l Parcel"	International Parcels	Delivery within 2 to 3 Business Days to most major destinations in Africa, Europe, Asia and the USA

### 2.5 DELIVERY CHANNELS

2.5.1	"B2B"	Business to Business, being a delivery from CUSTOMER to, <i>inter alia</i> , third party businesses, wholesalers, agents, distributors or customers which generally do not require a TSS or to be scheduled or booked with the Receiver for delivery
2.5.2	"B2C"	Business to Consumer being a delivery between CUSTOMER and consumers who are usually the end-users of CUSTOMER products
2.5.3	"B2R"	Business to Retail, being a delivery from CUSTOMER to Retail Customers where specific documentation requirements, booking requirements and/or unpack requirements are specified
2.5.4	"BC&D"	Bulk Collection and Delivery Services
2.5.5	"C2B"	Customer to Business (Reverse)



2.5.6	<b>"C2C"</b>	Customer to Customer
2.5.7	<b>"Returns"</b>	the provision to CUSTOMER of Services from the relevant Receiver, customer, corporate customer, franchisee or dealer back to CUSTOMER's Warehouse generally in relation to Out of Box Failures, Stock Returns, Repairs, CPA Returns, Incorrect Orders, Damaged Stock, Warranty Assessments and/or Product Recalls

### 3 RAM AREA & ZONE DEFINITIONS & SERVICE DAYS

#### 3.1 RAM HUBS & ZONE LIST

3.1.1	<b>"MH"</b>	<b>"Main Hub"</b>	Bloemfontein, Cape Town, Centurion, Durban, East London, George, Isando, Johannesburg, Kimberley, Klerksdorp, Nelspruit, Pietermaritzburg, Polokwane, Port Elizabeth
3.1.2	<b>"RH"</b>	<b>"Regional Hub"</b>	any RAM Hub which is not a Main Hub, which currently consist Beaufort West, Ficksburg, Harrismith, Richards Bay, Rustenburg, Springbok, Umtata, Upington, Witbank, Zeerust
3.1.3	<b>"Day"</b>	<b>"Service Days"</b>	the Service Days specified on RAM's Zone List, being RAM's reference as to which Days the relevant Zone is serviced
3.1.4	<b>"ZL"</b>	<b>"Zone List"</b>	RAM's Zone List as amended from time to time, which Zone List sets out, <i>inter alia</i> - <ul style="list-style-type: none"> <li>i. Suburbs, Area and Postal Code in South Africa;</li> <li>ii. Latitude and Longitude of the Zones;</li> <li>iii. RAM's reference as to whether the relevant Zone constitutes a Local, Main or Regional Zone;</li> <li>iv. RAM's Hub which shall Service the relevant Zone;</li> <li>v. RAM's reference as to whether such Zone constitutes a High-Risk Area and/or a Regional Outlying Zone;</li> <li>vi. RAM's Service Days;</li> </ul> the approximate time window for the Servicing of such Zone

#### 3.2 GENERAL AREA & ZONE DEFINITIONS

The C&D Costs shall be calculated in accordance with the table below and having regard to classification on RAM's Zone List of the Suburb of –

3.2.1 Collection of the relevant Parcel as Local, Main, Regional or Far Outlying; and

3.2.2 Delivery of the relevant Parcel as Local, Main, Regional, Far Outlying or International.

3.2.3	Code	Definition	Locality
3.2.4	<b>"L"</b>	<b>"Local"</b>	a collection form and delivery to the same RAM Hub
3.2.5	<b>"M"</b>	<b>"Main"</b>	any collection from one of RAM's Main Hubs for delivery to a destination which is not further than 50km from one of RAM's Main Hubs
3.2.6	<b>"R"</b>	<b>"Regional"</b>	any collection from or delivery to a Regional Zone specified on RAM's Zone List
3.2.7	<b>"FO"</b>	<b>"Far Outlying"</b>	any collection from or delivery to a Far Outlying Zone specified on RAM's Zone List
3.2.8	<b>"Int"</b>	<b>"International"</b>	a collection anywhere within South Africa for delivery to any International Jurisdiction

#### 3.3 NON-BUSINESS DAY DELIVERIES

RAM may be able to provide Non-Business Day Services for certain Services subject to the Non-Business Day Surcharge. Please confirm with RAM Office whether Non-Business Day Services can be performed.

#### 3.4 SERVICE DAYS

3.4.1 Notwithstanding the General Area and Zone Definitions referred to in this 3, RAM only provides Services to certain Zones on specified Service Days as contemplated on RAM's Zone List.

3.4.2 Notwithstanding that the Service may constitute a Demand Service, Distribution Service or Special Service, the actual day and time of delivery may vary according to the Service Days as specified on RAM's Zone List.

#### 3.5 REGIONAL DESTINATIONS

Subject to 3.4, RAM may be able to deliver to certain Regional Destinations for Next Day Services upon prior written confirmation. Please confirm with RAM Office whether Regional Delivery can be performed.





#### 4 SERVICE COSTS

##### 4.1 SERVICE COSTS DEFINITIONS

4.1.1	“Actual Weight”	the actual weight of the Shipment, as measured in metric grams / kilograms
4.1.2	“C&D Costs”	the collection, transport and delivery costs payable by CUSTOMER to RAM as set out in a SCS, as amended from time to time. The C&D Costs shall be calculated having regard to the Chargeable Weight for each Shipment
4.1.3	“Chargeable Weight”	the greater of the Actual Weight or the Volumetric Weight
4.1.4	“Full Liability Option” or “FLO”	RAM’s Full Liability Option which is only available to SLA Customers. In order to apply to RAM’s for RAM’s <b>FULL LIABILITY OPTION or other type of Insurance or Indemnity</b> please contact RAM’s insurance division ( <a href="mailto:insurance@ram.co.za">insurance@ram.co.za</a> ) and RAM’s insurance division will get back to you with a Risk Assessment
4.1.5	“Liability Charge”	the Liability Charge agreed and set out and calculated in accordance with the “Liability Charge” in the SCS
4.1.6	“NBD”	Next Business Day
4.1.7	“Service Costs”	the various C&D Costs, Rates, Surcharges, Overtime Costs, and all other amounts, costs, charges, Taxes, customs duty, freight duty and other expenses as well as any penalties arising therefrom relating to the Shipment and payable by CUSTOMER to RAM relating to the provision of the Services by RAM, as may be amended from time to time
4.1.8	“SCS” or “Rate Card”	the Service Cost Schedule / Rate Card incorporating the various Service Costs and other costs in respect of the Services rendered by RAM to CUSTOMER, which SCS shall be deemed to be incorporated into this AGREEMENT
4.1.9	“Volumetric Factor”	the Volumetric Factor specified on the SCS
4.1.10	“Volumetric Weight”	the volumetric weight of the Shipment as the term is commonly understood in the courier and freight industry, which volumetric weight shall be calculated as follows – $\{(Length (cm) \times Breadth (cm) \times Height (cm)) / Volumetric Factor\}$
4.1.11	“WMS Fee”	the Warehouse Management Fee payable for Warehouse Management Services

#### 5 SURCHARGES

##### 5.1 SPECIALISED DELIVERY SURCHARGES

	Abbrev	Definition	Surcharge in relation to Collection and/or Delivery of Shipment -
5.1.1	“AV”	“Armoured Vehicle”	utilising an Armoured Vehicle or Armed Escort - <b>*Mandatory for all Shipments with a value in excess of R150,000</b>
5.1.2	“CC”	“Cold Chain”	utilising a Cold Chain Service (2° to 8°)
5.1.3	“EMB”	“Embassy”	to an Embassy or Consulate
5.1.4	“K&D”	“Knock & Drop”	to a Specified Address and any individual present at the Specified Address may sign for receipt of the Shipment or if no person is available at the Specified Address or no person wishes to sign for receipt of the Shipment then the Shipment may be left at the Specified Address
5.1.5	“KYC”	“KYC”	in relation to face to face deliveries where RAM’s Personnel are requested to provide verification Services in accordance with the requirements of RICA and/or FICA
5.1.6	“RAS”	“Restricted Area”	to a restricted area which can only be accessed after applying for an access permit such as Conservation areas controlled by the SANParks, National Key Points, Mines or Power Stations
5.1.7	“RB”	“Retail Booking”	Booked Time Delivery at Retail Distribution Centre or Retail Back Door Delivery
5.1.8	“TC”	“Temperature Controlled”	utilising a temperature-controlled vehicle which maintains a temperature of between 15° and 25°
5.1.9	“TDR”	“Tender”	Collection and/or Delivery of a Shipment containing a time definite Tender, RFP, RFQ or RFI to a specified Tender Box or designated Receiver



5.1.10	<b>"VC"</b>	<b>"Valuable Cargo"</b>	Collection and/or Delivery of a Shipment containing Valuable Cargo
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**5.2 GENERAL SURCHARGES**

	<b>Abbrev</b>	<b>Definition</b>	<b>Surcharge in relation to -</b>
5.2.1	<b>"Admin"</b>	<b>"Administrative Surcharge"</b>	e-communication / sms / e mail, communications stickers, Waybills etc, including various communications with the Receiver in order to assist with the Service Delivery
5.2.2	<b>"AH"</b>	<b>"After Hours"</b>	Collection or Delivery of any Shipment after 17:00
5.2.3	<b>"DA"</b>	<b>"Drive Away"</b>	All or a portion of the Courier Service on a specific Drive Away Instruction
5.2.4	<b>"FO"</b>	<b>"Far Outlying"</b>	Collection and/or Delivery of a Shipment to or from a Far Outlying Zone which is generally further than 200 kilometres from such RAM Hub as specified on RAM's Zone List
5.2.5	<b>"HR"</b>	<b>"High Risk Area Surcharge"</b>	Collection and/or delivery of any Shipment in the High-Risk areas specified on RAM's Zone List from time to time
5.2.6	<b>"ISI"</b>	<b>"Incorrect Shipping Instruction"</b>	Incorrect Shipping Instruction
5.2.7	<b>"NBDS"</b>	<b>"Non-Business Day"</b>	Collection and/or Delivery of a Shipment on a Non-Business Day
5.2.8	<b>"P108"</b>	<b>"P108/9"</b>	Compliance with Part 108/9 of the Civil Aviation Regulations, 2011, the South African Technical Standards Air Cargo Security 108/9, applicable parts of the National Aviation Security Programme as well as any other relevant aviation security regulations
5.2.9	<b>"RD"</b>	<b>"Re-Delivery"</b>	a non-delivery or failed delivery pursuant to a Delivery Exclusion
5.2.10	<b>"Sat"</b>	<b>"Saturday"</b>	Collection or Delivery of any Shipment on a Saturday
5.2.11	<b>"WS"</b>	<b>"Waybill Surcharge"</b>	Waybill Surcharge set out and calculated in accordance with the "Waybill Surcharge" in the SCS

**5.3 VARIABLE FUEL SURCHARGES**

5.3.1	<b>"VFS"</b>	<b>"Variable Fuel Surcharge"</b>	RAM Variable Local Fuel Surcharge set out and calculated in accordance with the "Waybill Surcharge" which shall be calculated in accordance with the "Variable Local Fuel Surcharge" in the SCS as adjusted on a monthly basis with reference to the listed unleaded petrol price in Gauteng and published on <a href="#">RAM's Website - Variable Fuel Surcharge</a>
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**6 GLOSSARY - SIZE & WEIGHT & EXCEPTIONS**

**6.1 PACKAGE SIZE & WEIGHT**

- 6.1.1 Actual Weight / Maximum weight = 30 kilograms per Parcel.
- 6.1.2 Volumetric/ Maximum Size = {(Length (600mm) x Breadth (400mm) x Height (400mm))}.
- 6.1.3 Unlimited number of Parcels per consignment.

**6.2 CALCULATION & EXAMPLES FOR SLA**

- 6.2.1 For the purposes of any SLA, Non-Business Days shall not be incorporated when calculating Service Times.
- 6.2.2 Accordingly, by way of example, should RAM receive the relevant Shipment for –
  - 6.2.2.1 a Local delivery on the Business Day preceding a Weekend or Public Holiday then RAM shall be obliged to have delivered the Local delivery to the Receiver on the NBD;
  - 6.2.2.2 delivery within 48/72 hours and one of the next days is a Non-Business Day, then the Non-Business Day/s shall not be included when calculating the Service Times.
- 6.2.3 If a delivery is not completed within the prescribed time due to circumstances which are out of RAM's control, including any Delivery Exclusions or Incorrect Shipping Instruction/s, then, in addition to the payment of the relevant Surcharge the relevant delivery shall not fall within the calculation of the service level requirement.

**7 INTERPRETATION**

- 7.1 Unless expressly provided to the contrary or inconsistent with the context, a reference in this AGREEMENT to –
  - 7.1.1 "this AGREEMENT" or any other agreement, document or instrument shall be construed as a reference to this AGREEMENT or that other agreement, document or instrument as amended, varied, novated or substituted from time to time;
  - 7.1.2 a clause or an annexure is to a clause or an annexure to this AGREEMENT;



- 7.1.3 "Laws" means all constitutions, statutes, regulations, by-laws, codes, ordinances, decrees, rules, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, or awards, policies, voluntary restraints, guidelines, directives, compliance notices, abatement notices, agreements with, requirements of, or instructions by any Governmental Body, and the common law, and "law" shall have a similar meaning;
- 7.1.4 a "person" includes any natural person, firm, company, corporation, close corporation, body corporate, juristic person, unincorporated association, government, state, agency of a state, association, trust, partnership, syndicate, consortium, joint venture, charity or other entity (whether or not having separate legal personality);
- 7.1.5 a "subsidiary" or a "holding company" shall be references to a subsidiary or holding company as defined in the Companies Act (and shall include, for the avoidance of doubt, direct and indirect subsidiaries and direct and indirect holding companies), save that the interpretation and application of these definitions in the Companies Act shall not be limited to South African companies;
- 7.1.6 any one gender includes the other genders;
- 7.1.7 the singular includes the plural and vice versa;
- 7.1.8 any number of prescribed days shall be determined by excluding the first and including the last day or, where the last day is a day that is not a Business Day, the next Business Day;
- 7.1.9 a statutory provision includes any subordinate legislation made from time to time under that provision as modified or re-enacted from time to time as far as such modification or re-enactment applies, or is capable of applying, to this AGREEMENT;
- 7.1.10 the words "including", "include", "in particular" or "inter alia" followed by a specific example shall be construed by way of example or emphasis only and shall not be construed as limiting the generality of any preceding words, and the eiusdem generis rule shall not be applied in the interpretation of such specific example; and
- 7.1.11 the words "other" or "otherwise" shall not be construed eiusdem generis with any foregoing words where a wider construction is possible.
- 7.2 All the headings and sub-headings in this AGREEMENT are incorporated for convenience and reference only and shall be ignored for the purposes of interpreting this AGREEMENT.
- 7.3 A word or an expression (**term**) which is defined in a particular Clause, Shipping Instruction, Annexure or Schedule to this AGREEMENT, unless it is clear from the Clause, Shipping Instruction, Annexure or Schedule in question that application of the term is to be limited to the relevant Clause, Shipping Instruction, Annexure or Schedule, shall bear the meaning ascribed to it in such clause Shipping Instruction, Annexure or Schedule for all purposes of this AGREEMENT, notwithstanding that that term has not been defined in clause 1. Where there is any inconsistency between any term defined in clause 1 and any term defined in any other Clause, Shipping Instruction, Annexure or Schedule in this AGREEMENT, then for the purposes of construing such Clause, Shipping Instruction, Annexure or Schedule, the term as defined in such Clause, Shipping Instruction, Annexure or Schedule shall prevail.
- 7.4 Each of the provisions of this AGREEMENT has been negotiated by the Parties and drafted for the benefit of all the Parties, and accordingly no rule of construction (including the *contra proferentum* rule) may be applied to the disadvantage of a Party because that Party was responsible for, or participated in, the preparation or drafting of this AGREEMENT or any part of it.
- 7.5 If a definition in clause 1 or elsewhere in this AGREEMENT confers substantive rights or imposes substantive obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable as substantive provisions of this AGREEMENT, notwithstanding that they are contained in that definition.
- 7.6 Any reference to an enactment, regulation or by-law is to that enactment, regulation or by-law as at the Signature Date, and as amended or re-amended from time to time.
- 7.7 Unless the context clearly indicates a contrary intention, all accounting terms used in this AGREEMENT shall be interpreted, and all accounting classifications and determinations under it shall be made, in accordance with International Financial Reporting Standards.
- 7.8 Unless otherwise provided, defined terms appearing in this AGREEMENT in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 7.9 If the due date for performance of any obligation in terms of this AGREEMENT is a day which is not a Business Day, then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately succeeding Business Day.
- 7.10 Where figures in this AGREEMENT are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 7.11 References in this AGREEMENT to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT.
- 7.12 No provision of this AGREEMENT shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party.
- 7.13 The expiration or termination of this AGREEMENT shall not affect such of the provisions of this AGREEMENT as expressly provide



that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

- 7.14 Any provision imposing a restraint, prohibition or restriction on any Party shall be so construed that the relevant Party is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody employed by the relevant Party, including the Party's subsidiaries and the Party's Personnel.



**I. SECTION I - PROHIBITED ITEMS SCHEDULE**

**1 INTERPRETATION**






- 1.1 Clause headings in this **Prohibited Items Schedule** are inserted for convenience only and shall not be used in its interpretation.
- 1.2 The provisions relating to interpretation in RAM'S INTERPRETATION SCHEDULE, the Shipping Instruction and on **RAM'S IT PLATFORM** shall apply and the expressions defined in RAM'S INTERPRETATION SCHEDULE, this **Prohibited Items Schedule**, the Shipping Instruction and on **RAM'S IT PLATFORM** shall bear the same meaning in this **Prohibited Items Schedule**.
- 1.3 Unless the context clearly indicates a contrary intention an expression which denotes any gender includes the other gender, a natural person includes an artificial person and vice versa and the singular includes the plural and vice versa.
- 1.4 Words in the first column have the meanings stated opposite them in the second column, as follows -

Term	Definition
<b>"Prohibited Items"</b>	include any items which are likely to cause damage and include - <ul style="list-style-type: none"> <li> any item listed in this <b>Prohibited Items Schedule</b>;</li> <li> any dangerous, noxious, corrosive, flammable or explosive articles;</li> <li> any articles or substances that are likely to cause injury, damage or infection to other property, life or health or are likely to encourage vermin; or</li> <li> goods that are illegal or prohibited by Law</li> </ul>

**2 INTRODUCTION**

- 2.1 The **Prohibited Items Schedule** sets out which items are **strictly prohibited** for **shipment** by RAM on behalf of CUSTOMER.
- 2.2 The items listed below are **strictly prohibited** from **Shipment** and must **not** be sent utilising **RAM's Services** under any circumstance.
- 2.3 Should **CUSTOMER** attempt to ship any of the below mentioned items, same may result in damage, civil claim, prosecution, heavy fines and/or imprisonment.

**PROHIBITED ITEMS**

ICON	DESCRIPTION
	Any item that does not have internal packaging to protect the item
	Items which are not boxed
	<ul style="list-style-type: none"> <li> Box with a hazardous label</li> <li> Items sent with a hazardous label attached will be classed as such unless the contents are specifically declared and RAM confirms that RAM is permitted to carry said goods</li> </ul>
	Dangerous goods including - <ul style="list-style-type: none"> <li> explosives, fireworks, crackers, radioactive materials, swords, knives, axes, chainsaws, anything with a blade larger than 1.5 inches</li> <li> undisclosed firearms and/or ammunition and/or weapons</li> </ul>
	Dry ice






	Engines, generators, gearboxes or any part containing or having contained oil or petrol unless flushed through
	Perishable Food items (Perishable Goods) / Bulk Foods
	Furniture
	Hazardous materials / Flammable materials including paint, adhesive, chemicals, flammable resins, solvents, liquids, compressed air & empty cylinders and items containing any gases
	Human remains / body parts (except Blood / laboratory samples)
	Illegal goods or goods prohibited by Law
	Live / dead animals
	Money / Currency
	White goods – fridges, ovens, cooker hood, microwave, dishwasher, washing machine



## II. SECTION II – RESTRICTED ITEMS SCHEDULE

### 1 INTERPRETATION

- 1.1 Clause headings in this **Restricted Items Schedule** are inserted for convenience only and shall not be used in its interpretation.
- 1.2 The provisions relating to interpretation in **RAM’s INTERPRETATION SCHEDULE**, the **Shipping Instruction** and on **RAM’S IT PLATFORM** shall apply and the expressions defined in **RAM’s T&C’s**, this **Restricted Items Schedule**, the **Shipping Instruction** and on **RAM’S IT PLATFORM** shall bear the same meaning in this **Restricted Items Schedule**.
- 1.3 Unless the context clearly indicates a contrary intention an expression which denotes any gender includes the other gender, a natural person includes an artificial person and vice versa and the singular includes the plural and vice versa.
- 1.4 Words in the first column have the meanings stated opposite them in the second column, as follows -

Term	Definition
“Lithium Batteries” Metal	generally primary (non-rechargeable) batteries that have lithium metal or lithium compounds as an anode. Lithium metal batteries are generally used to power devices such as watches, calculators, camera and temperature data loggers
“Lithium-Ion Batteries”	(Sometimes abbreviated as Li-ion batters) is a type of secondary (rechargeable) battery commonly used in consumer electronics. Also included within lithium-ion batteries are lithium polymer batteries. Lithium-ion batteries are generally found in mobile telephones and laptops
“Restricted Items”	shall include -  fragile items including glass, glassware, mirrors, pottery, crockery, china, cast cement, plaster or asbestos, finished or partially finished products or other Shipments containing Property of a fragile nature;  Valuable Cargo;  any item specified in this <b>Restricted Items Schedule</b>
“Valuable Cargo”	Valuable Cargo as defined in the Interpretation Schedule

### 2 INTRODUCTION

- 2.1 This **Restricted Items Schedule** sets out which **Restricted Items** are **available** for **shipment** by RAM on behalf of **CUSTOMER**, **subject to Special Arrangements, Procedures and T&C’s**.
- 2.2 **CUSTOMER** undertakes and agrees that it shall **NOT without RAM’s prior written consent**, tender any **Shipment** containing any **Restricted Item**.
- 2.3 Should **CUSTOMER**, with **RAM’s** prior written consent and under special arrangements, tender **Shipments** containing **Property** of the nature referred to in in this **Restricted Items Schedule**, then **CUSTOMER** warrants that such –
- 2.3.1 **Shipment** shall be packed –
- 2.3.1.1 under and shall bear such warning labels as are required by all applicable **Laws**;
- 2.3.1.2 in a manner so as to minimise additional risks to which such **Shipment** may be exposed;
- 2.3.1.3 and the **Shipment** shall be accompanied by the necessary declarations and indemnities, if so required;
- 2.3.2 **packaging, warning labels and declarations shall neither exempt CUSTOMER from the requirements of the relevant Laws, nor from any liability owing to damages caused to any person or property during the handling and transport of such Shipment.**
- 2.4 Any of these **Restricted Items** being **shipped** may result in Surcharges, where appropriate.
- 2.5 Subject to **RAM’s prior written consent**, and save for Lithium Batteries which may be shipped via air cargo in accordance with the provisions of 3 below, such **Restricted Items** shall be **shipped via Road**, **CUSTOMER** expressly acknowledging that such **Restricted Items** may not be carried via air cargo.

### 3 LITHIUM BATTERIES

#### 3.1 IATA REGULATIONS

- 3.1.1 **CUSTOMER** is referred to the following legislation which has made changes regarding the **shipment** of **Lithium Batteries** via **Air Cargo** -
- 3.1.1.1 55th Edition of the IATA Dangerous Goods Regulations (“**55th IATA Edition Regulations**”);
- 3.1.1.2 56th Edition of the IATA Dangerous Goods Regulations (“**56th IATA Edition Regulations**”);
- 3.1.1.3 57th Edition of the IATA Dangerous Goods Regulations (“**57th IATA Edition Regulations**”);
- 3.1.1.4 58th Edition of the IATA Dangerous Goods Regulations (“**58th IATA Edition Regulations**”);
- 3.1.1.5 ICAO Technical Instruction for the Safe Transport of Dangerous Goods by Air (2015 – 2016).
- 3.1.2 Safety concerns have been raised by the aviation industry with regard to the **shipment** of **Lithium Batteries** via **Air**



**Cargo.** As a result of same, the IATA regulations governing the **shipping of Lithium Batteries** have been made more stringent and as a result of same, airlines have to enforce the regulations more rigorously.

3.1.3 **CUSTOMER** is referred to **RAM's** Lithium Ion Packaging, Shipping and Transport Guidance Document: [RAM \*\*Lithium Ion Guidance 2017.pdf\*\*](#).

### 3.2 **DEFECTIVE AND/OR DAMAGED LITHIUM BATTERIES**

3.2.1 It is important for **CUSTOMER** to note that **Lithium Batteries** that are either known and/or suspected of being **defective and/or damaged** are a high safety risk to personnel and property and therefore such **defective and/or damaged** batteries will not be permitted on an aircraft.

3.2.2 When it is known and/or suspected that a **defective and/or damaged Lithium Battery** is enclosed within a device, the **Lithium Battery** must be **removed** before **RAM** shall accept the **shipment** on **CUSTOMER's** behalf.

### 3.3 **CUSTOMER WARRANTY AND LIMITATION OF LIABILITY**

3.3.1 The safe transportation of the products stated in containing **Lithium Ion Batteries and Products** mentioned in the IATA Regulations by air and the full compliance therewith are the **legal responsibility of CUSTOMER**.

3.3.2 **CUSTOMER** indemnifies and holds **RAM** and/or any 3P-SP and/or their Personnel harmless –

3.3.2.1 from any Loss arising from **CUSTOMER's** failure to observe the terms of this Clause 3 and the applicable **IATA Regulations on shipping of Lithium Ion Batteries**; and

3.3.2.2 from any criminal/civil or other proceedings that may ensue as a result of **RAM** and/or any 3P-SP having any illegal Shipments and/or unlawfully held Shipments under its control, including all legal costs incurred by **RAM** and/or any 3P-SP.

### 3.4 **ADDITIONAL REFERENCES**

3.4.1 For **CUSTOMER's** ease of reference and understanding regarding the IATA regulations and explanations and/or summaries with regard to same, **CUSTOMER's** attention is drawn to the following documentation which have been made available on [RAM's Website Legal](#) at the following URL links –

3.4.1.1 [ICAO Technical Instruction for the Safe Transport of Dangerous Goods by Air \(2015 - 2016\).pdf](#); and

3.4.1.2 [IATA Addendum 55th Edition Jan2014.pdf](#);






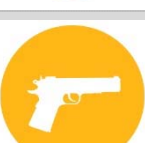
3.4.1.3 [IATA Addendum 56th Edition May2015.pdf](#);

3.4.1.4 [IATA Addendum 57th Edition Jan2016.pdf](#);






3.4.2 Should **CUSTOMER** have any questions and/or require any explanations regarding any of the references referred to in Clause 3, **CUSTOMER** is requested to contact **RAM** directly and discuss any issues and/or questions **CUSTOMER** may have pertaining to same.





RESTRICTED ITEMS		
ICON	RESTRICTED ITEMS ARE AVAILABLE FOR SHIPMENT BY RAM	SUBJECT TO SPECIAL ARRANGEMENTS, PROCEDURES AND T&C'S. PLEASE CONTACT RAM - ALL VIA ROAD FREIGHT
	Alcohol	Special Packaging and warning labels required
	Lithium Metal Batteries Lithium-Ion Batteries	Shippers Declaration, Special Packaging and handling labels required – See 3 above
	Bicycles	Special Packaging and warning labels required
	Blood Samples	Special Packaging and warning labels required
	Laboratory Specimens	Special Packaging and warning labels required
	Firearms and/or Ammunition	Special Packaging and warning labels required and subject to RAM's Firearm Policy & Procedure
	Fire extinguishers	Special Packaging and warning labels required
	Aerosol cans / sprays	Special Packaging and warning labels required
	Glass, mirrored items, crystal, ceramic, pottery, porcelain, plaster, marble, china, stone, slate, resin, granite and concrete	Special Packaging and warning labels required



	Display Stands for use at exhibitions / shop displays	Special Packaging and warning labels required
	Household goods containing flammable or corrosive liquids, such as oven or drain cleaners, perfume, aftershave, hairspray, nail varnish and remover and antiseptic wipes	Special Packaging and warning labels required
	Specially packaged and sealed liquids, adhesives, paint, oil, creams and gels	Special Packaging and warning labels required
	Plants, seeds, flowers and plant derivatives	Special Packaging and warning labels required
	Valuable Cargo	Subject to RAM's Valuable Cargo Service, Declared Value for Carriage. CUSTOMER must be a Credit Approved Customer

**RAM'S T'S & C'S OF SERVICE**

IN RELATION TO

**RAM GROUP**

**COURIER & LOGISTICS SERVICES**



TABLE OF CONTENTS

<b>1</b>	<b>INTERPRETATION .....</b>	<b>1</b>
<b>2</b>	<b>INTRODUCTION.....</b>	<b>1</b>
<b>3</b>	<b>SERVICE .....</b>	<b>1</b>
<b>4</b>	<b>DELIVERY .....</b>	<b>2</b>
<b>5</b>	<b>SERVICE COSTS AND PAYMENT .....</b>	<b>2</b>
5.1	GENERAL .....	2
5.2	APPLICABLE SERVICE COSTS.....	2
5.3	TAXES .....	2
5.4	PAYMENT.....	2
<b>6</b>	<b>RISK &amp; LIMITATION OF LIABILITY FOR SERVICES .....</b>	<b>3</b>
6.1	RISK - NO LIABILITY .....	3
6.2	GENERAL EXCLUSION .....	3
<b>7</b>	<b>DELIVERY QUERIES .....</b>	<b>3</b>
<b>8</b>	<b>ADDITIONAL INFORMATION .....</b>	<b>3</b>
<b>9</b>	<b>RIGHT TO HOLD AND SUSPEND SHIPMENTS .....</b>	<b>4</b>
<b>10</b>	<b>CUSTOMER WARRANTIES &amp; OBLIGATIONS .....</b>	<b>4</b>
<b>11</b>	<b>RECEIPT OF A SHIPMENT.....</b>	<b>5</b>
<b>12</b>	<b>PACKAGING &amp; CONTENTS OF THE SHIPMENT.....</b>	<b>5</b>
<b>13</b>	<b>EXCLUSIONS, INDEMNITY &amp; DISCLAIMER .....</b>	<b>6</b>
<b>14</b>	<b>INTELLECTUAL PROPERTY &amp; CONFIDENTIALITY .....</b>	<b>7</b>
<b>15</b>	<b>USING THIRD PARTY SERVICES &amp; VISITING THIRD PARTY WEBSITES .....</b>	<b>7</b>
<b>16</b>	<b>TELEPHONE RECORDINGS .....</b>	<b>7</b>
<b>17</b>	<b>CUSTOMS &amp; SECURITY INSPECTION .....</b>	<b>7</b>
<b>18</b>	<b>INDEPENDENT CONTRACTOR .....</b>	<b>7</b>
<b>19</b>	<b>BREACH .....</b>	<b>8</b>
<b>20</b>	<b>TERM &amp; TERMINATION .....</b>	<b>8</b>
<b>21</b>	<b>NOTICES &amp; COMMUNICATION .....</b>	<b>8</b>
<b>22</b>	<b>INFORMATION TECHNOLOGY &amp; RAM'S IT PLATFORM.....</b>	<b>8</b>
<b>23</b>	<b>GENERAL.....</b>	<b>8</b>
23.1	SOLE AGREEMENT.....	8
23.2	AMENDMENT.....	8
23.3	SEVERABILITY .....	9
23.4	GOVERNING LAW .....	9
23.5	CONSUMER PROTECTION ACT.....	9
23.6	PERSONAL INFORMATION PROTECTION / WEBSITE PRIVACY & USAGE TERMS AND CONDITIONS.....	9
23.7	JURISDICTION .....	9
23.8	COSTS .....	9
23.9	WAIVER .....	9
23.10	WRITING .....	9
23.11	CONSENTS .....	9
23.12	SUCCESSORS-IN-TITLE.....	9



## I. SECTION I – TERMS AND CONDITIONS

### 1 INTERPRETATION

- 1.1 Clause headings in RAM'S T'S & C'S OF SERVICE ("RAM'S T'S & C'S OF SERVICE") are inserted for convenience only and shall not be used in its interpretation.
- 1.2 RAM'S T'S & C'S OF SERVICE use definitions and defined terms listed in RAM'S INTERPRETATION SCHEDULE ("RAM'S INTERPRETATION SCHEDULE").
- 1.3 The provisions of RAM'S INTERPRETATION SCHEDULE relating to interpretation shall apply and the expressions defined in such documents shall bear the meanings assigned to them therein.

### 2 INTRODUCTION

- 2.1 RAM'S T'S & C'S OF SERVICE -
- 2.1.1 are in respect of and an integral part of the Services requested by CUSTOMER and rendered by RAM;
- 2.1.2 together with RAM'S INTERPRETATION SCHEDULE as well as the information contained on the Shipping Instruction or Waybill shall collectively hereinafter be referred to as the "AGREEMENT".
- 2.2 The Services are transacted and provided subject to the terms of this AGREEMENT.
- 2.3 By designating the Service and ticking the box headed "Acceptance of Terms and Conditions" on RAM'S IT PLATFORM, CUSTOMER accepts and agrees to all the terms and conditions of this AGREEMENT.

### 3 SERVICE

- 3.1 RAM and/or each TPA (as the case may be) –
- 3.1.1 are private contract carriers and not common, governmental or parastatal carriers;
- 3.1.2 shall provide the Services in accordance with this AGREEMENT;
- 3.1.3 shall be entitled to assume the authenticity of, and to act in reliance upon, any document appearing to them to be authentic in accordance with the customs and practice of the trade, including, the Shipping Instruction, Waybill, any POD, other written acknowledgment of receipt of a Shipment or any written release order by a Receiver;
- 3.1.4 shall select the method of transport, carriage and handling to be used for the provision of the Service or any aspect thereof;
- 3.1.5 **do not guarantee that CUSTOMER'S written and/or verbal request for special conditions or special delivery instructions will result in any specific method being employed;** and
- 3.1.6 are independent corporate, juristic or other business entities and are not liable for the debts or obligations of each other. No TPA is authorized to accept Service of legal process for or on behalf of RAM or any other TPA.
- 3.2 The Service may be executed by RAM itself, or RAM may, in its sole and absolute discretion employ, instruct and/or entrust the Shipment to any TPA on such conditions as may be stipulated by or negotiated by RAM with such TPA for the purpose of such Service, or such part thereof as the TPA may be employed to carry out.
- 3.3 CUSTOMER acknowledges and agrees that the -
- 3.3.1 Shipment may be carried by a TPA;
- 3.3.2 Service or part thereof performed by a TPA will be subject to the same T&C's as set out in this AGREEMENT; and
- 3.3.3 **persons or juristic entities and their Personnel hired by RAM to fulfil their obligations under this AGREEMENT, including any TPA, shall have the benefit of every exemption from and limitation of liability and defence to which RAM is entitled.**
- 3.4 RAM may engage TPA's to perform all or part of the Services pursuant to this AGREEMENT.
- 3.5 RAM and/or any TPA (as the case may be) -
- 3.5.1 **will do all that it reasonably and commercially can to meet the stipulated dates and time for the Service;**
- 3.5.2 **reserves the right in RAM'S sole discretion in certain circumstances, including but not limited to cancelled or delayed route schedules, to delay the Service to a later Service;**
- 3.5.3 **cannot be responsible for failure to perform or delays in performance of the Service due to matters beyond RAM'S control, including Delivery Exclusions or Force Majeure events;**
- 3.5.4 **will not be liable to CUSTOMER for any Loss arising from any failure or delay in performance of the Service resulting from matters beyond RAM'S control, Delivery Exclusions or Force Majeure events;**
- 3.5.5 **will use reasonable endeavours to continue to perform in terms of this AGREEMENT as soon as performance becomes possible.**



#### 4 DELIVERY

- 4.1 Subject to this AGREEMENT **and against payment of the Service Costs**, RAM agrees to receive and arrange for the provision of the Service to the Receiver in accordance with the information on the Shipping Instruction or return of the Shipment to CUSTOMER (or its nominee) when the Shipment was not delivered to the Receiver.
- 4.2 Any instruction from CUSTOMER to RAM to provide the Service shall be on a Shipping Instruction, duly completed and tendered with the Shipment.
- 4.3 Subject to 4.2, unless otherwise agreed in writing and signed by RAM, no other instructions, whether verbal or written shall be binding on RAM.
- 4.4 A signed receipt being given by the Receiver or CUSTOMER shall be sufficient evidence of delivery to the Receiver, or of a Shipment returned to CUSTOMER (or its nominee).
- 4.5 In the absence of gross negligence or other material breach of duty by RAM or any TPA, a POD shall be sufficient evidence that the Shipment was delivered in accordance with the AGREEMENT, in good order and condition, in an intact form, without any Loss and shall further constitute final and absolute release of all undertakings and obligations of RAM and/or any TPA.

#### 5 SERVICE COSTS AND PAYMENT

##### 5.1 General

- 5.1.1 The Service Costs are payable in respect of the Services rendered by RAM to CUSTOMER having regard to the relevant Services CUSTOMER selects and specifies on the Shipping Instruction, **RAM'S IT PLATFORM** and subsequently printed onto the Waybill.
- 5.1.2 **The Service Costs do not include any other Services not selected and specified on the Shipping Instruction and RAM reserves the right to charge the relevant Surcharge for Services specified after the payment of the Service Costs, including -**
- 5.1.2.1 **Incorrect Shipping Instruction Surcharge;**
- 5.1.2.2 additional **Surcharges** pursuant to a **Delivery Exclusion;**
- 5.1.2.3 **CUSTOMER** paying the incorrect amount as a result of failure to disclose or incorrect disclosure of Volumetric Weight, Actual Weight and/or Chargeable Weight.

##### 5.2 Applicable Service Costs

- 5.2.1 In consideration for the provision of the Services by RAM to CUSTOMER, CUSTOMER shall pay RAM the Service Costs calculated and payable in accordance with either -
- 5.2.1.1 the **Service Costs Schedule** provided by RAM to CUSTOMER; or
- 5.2.1.2 the **Service Costs** for the **Services** which apply on the date that **CUSTOMER** pays for the **Services** on **RAM'S IT PLATFORM**.
- 5.2.2 The Service Costs shall be for the **Services** specified on the **Shipping Instruction** and the Invoice which shall be furnished to **CUSTOMER**.
- 5.2.3 Should **CUSTOMER** wish to change the **Services** or any part thereof, then in addition to paying an Administration Fee, the Service Costs may increase.

##### 5.3 Taxes

- 5.3.1 **CUSTOMER** acknowledges and agrees that it shall be liable to pay VAT on the Service Costs and other taxes imposed on RAM by the Relevant Authorities together with payment of the Service Costs payable to RAM.
- 5.3.2 When **CUSTOMER** completes the Shipping Instruction on **RAM'S IT PLATFORM**, RAM will advise **CUSTOMER** about the Service Costs, Surcharges and Taxes payable to RAM and they will normally be shown separately to the Service Costs.
- 5.3.3 Taxes, fees and charges constantly change and can be imposed or altered after the date of issue of the Shipping Instruction. Should they change or if a new Tax, fee or charge is imposed after the Waybill has been issued, **CUSTOMER** will be liable for and will have to pay RAM the relevant increase.

##### 5.4 Payment

- 5.4.1 **RAM is not a Credit Provider** as defined in terms of the NCA.
- 5.4.2 As such, unless agreed in terms of a separate Service Level Agreement between **CUSTOMER** and RAM, payment shall be effected, by **CUSTOMER** to RAM in cash, (not cheque), on demand.
- 5.4.3 If **CUSTOMER** does not make payment of its account on demand, **CUSTOMER** shall be in breach of this AGREEMENT.
- 5.4.4 As a result of the Breach of this AGREEMENT, RAM shall, without prejudice to any other rights it may have in terms of this AGREEMENT or at law, be entitled to charge interest on all overdue amounts and/or sums at the permissible rate as determined by the Usury Act 1968 (Act 73 of 1968), which interest charged shall be considered as compensatory damages due to RAM by **CUSTOMER**, due to **CUSTOMER'S** Breach of this AGREEMENT.



## 6 RISK & LIMITATION OF LIABILITY FOR SERVICES

### 6.1 Risk - No Liability

6.1.1 RAM shall only be liable, subject to exclusions and limitations contained herein, for any physical loss of or damage to a Shipment resulting from the gross negligence of RAM, occurring, while the Shipment is in the actual possession of RAM, which shall be deemed not to include any period of time the Shipment is in the care, custody or control of any designated private or commercial air carrier or airlines.

6.1.2 **For the avoidance of doubt, it is specifically recorded and agreed that, subject to 6.1.1 –**

6.1.2.1 **CUSTOMER acknowledges that CUSTOMER shall dispatch and RAM shall provide the Service/s solely at CUSTOMER's risk;**

6.1.2.2 **neither RAM, nor RAM's Personnel shall be liable for any Loss, save where such Loss is due to the gross negligence of RAM;**

6.1.2.3 **no insurance, liability option or other indemnity shall be provided by RAM to CUSTOMER in respect of any of the Services.**

6.1.3 **CUSTOMER shall, at its option, take out and maintain its own insurance in respect of the collection, transport and delivery of its Parcels and the Services.**

6.1.4 **CUSTOMER shall not be entitled to mark any Shipping Instruction with the annotation "Full Liability", "Liability", "Insurance" or any similar annotation and any such annotation shall not be binding on RAM.**

6.1.5 **Should CUSTOMER require any Liability Option or other type of Insurance, same shall only become applicable in terms of a separate quotation which is reduced to writing and incorporated in a separate agreement signed by both Parties.**

6.1.6 In order to apply to RAM's for RAM's FULL LIABILITY OPTION or other type of Insurance or Indemnity CUSTOMER should please contact RAM's insurance division ([insurance@ram.co.za](mailto:insurance@ram.co.za)) and RAM's insurance division will get back to CUSTOMER with a Risk Assessment.

### 6.2 General Exclusion

6.2.1 Notwithstanding anything to the contrary herein contained, neither RAM nor any TPA shall be liable under any circumstances whatsoever, for any of the **Excluded Losses** set out in **RAM'S INTERPRETATION SCHEDULE**.

6.2.2 If, notwithstanding all of the foregoing, a court should nevertheless find that RAM or any TPA is liable to CUSTOMER in any way, such liability for any one Shipment shall not in any event exceed the lesser of the actual damage sustained or R500 (Five Hundred Rand), as the case may be.

6.2.3 RAM and/or any TPA's liability for any Loss that occurs while the Shipment is in the care, custody or control of any designated commercial air carrier or airline, shall be governed and limited by the terms set forth in any air Waybill or other contract of carriage issued for the transportation of the Shipment, and may be subject to the Warsaw Convention/Hague Protocol/Montreal Convention, which governs and, in most cases, limits the liability of the air carrier in respect of loss, damage or delay to cargo unless a higher value is declared for air carriage in the relevant Section on the Waybill, in advance, by CUSTOMER and a supplementary charge is paid.

## 7 DELIVERY QUERIES

7.1 CUSTOMER nominates the Authorised Representative on the **APPLICATION TO ENTER COURIER SERVICES AGREEMENT** as its Point of Contact ("**POC**"), which POC shall address RAM's delivery queries, if RAM is unable to attend to a Shipment on CUSTOMER 's behalf, due to, *inter alia*, an **Incorrect Shipping Instruction** provided by CUSTOMER to RAM.

7.2 If at any time RAM identifies irregularities with the **Shipping Instruction**, then RAM shall -

7.2.1 notify the **POC** with the query, as soon as is reasonably possible after the query has come to RAM's attention;

7.2.2 provide the **POC** with details of the **Incorrect Shipping Instruction**.

7.3 The **POC shall be obliged**, within a period of not more than 10 (ten) Business Days after having been notified by RAM of the Incorrect Shipping Instruction, to provide RAM with an alternative and correct Shipping Instruction.

7.4 Upon receipt by RAM of the correct Shipping Instruction from the POC, RAM shall proceed with the delivery of the Shipment to the Receiver.

7.5 If no alternate Shipping Instruction is provided by the POC to RAM within 10 (ten) Business Days of the POC being notified of the Incorrect Shipping Instruction, RAM shall return the Shipment to CUSTOMER and RAM shall, in addition to the Service Costs be entitled to charge CUSTOMER with an **Incorrect Shipping Instruction Surcharge**.

## 8 ADDITIONAL INFORMATION

8.1 It is contemplated by the Parties to this AGREEMENT, that in connection with the exercise of its rights or fulfilment of its obligations, RAM and/or any TPA may, from time to time provide Services to, or have dealings with one or more Senders or Receivers (other than CUSTOMER).



8.2 **CUSTOMER -**

- 8.2.1 **shall be solely responsible to any such Sender or Receiver for any Loss in relation to Property** received into RAM and/or any TPA's possession under this AGREEMENT or with respect to any other **Services** to be provided hereunder; and
- 8.2.2 **agrees to indemnify RAM and/or any TPA from and against any such Loss by any such Sender or Receiver;**
- 8.2.3 **is responsible for verifying the correctness of any document** issued pursuant to this AGREEMENT, for the **Services** to be provided in respect on any Shipment, **and any errors and/or amendments, if required, shall be reported in writing** to the office issuing such document by not later than on the next Business Day, failing which the correctness of such document shall be binding in accordance with the AGREEMENT;
- 8.2.4 **agrees to hold harmless and indemnify RAM and/or any TPA from any Loss arising from CUSTOMER 's failure to comply with or provide information as required in this AGREEMENT, except to the extent that RAM and/or any TPA acted with gross negligence or fraudulent intent.**
- 8.3 **RAM reserves the right to charge a reasonable fee / Incorrect Shipping Instruction Surcharge for any Delivery Exclusion and / or additional work necessitated by any inaccurate, incomplete or out of date data or erroneous or incomplete Shipping Instructions or Waybills supplied by or on behalf of CUSTOMER, where such work is necessary to enable RAM to render the Services in accordance with this AGREEMENT.**
- 8.4 Pending completion of the work contemplated in 8.3, **neither RAM nor any TPA shall be liable for any consequential delay, failure, damages or Loss resulting from any Delivery Exclusion.**
- 8.5 RAM and/or any TPA –
- 8.5.1 shall carry out any such additional work as expeditiously as possible in order to enable it to render the **Services** in accordance with this AGREEMENT;
- 8.5.2 may redirect the Shipment to any other address upon request by any person who RAM believes, in RAM's reasonable opinion, to be authorised to do so on CUSTOMER's behalf, in order to provide the Service to CUSTOMER.

9 **RIGHT TO HOLD AND SUSPEND SHIPMENTS**

- 9.1 **CUSTOMER** hereby grants to RAM the right to -
- 9.1.1 hold and/or suspend any of CUSTOMER's Shipments which may be in RAM's possession from time to time, for all sums due at any time by CUSTOMER to RAM, including sums due as a result of -
- 9.1.1.1 any **Delivery Exclusion;**
- 9.1.1.2 CUSTOMER paying the incorrect amount as a result of failure to disclose or incorrect disclosure of Volumetric Weight, Actual Weight and/or Chargeable Weight;
- 9.1.2 sell such Shipments and use the proceeds to make good any debt due to RAM in accordance with applicable Laws.
- 9.2 **RAM shall, without incurring any liability toward CUSTOMER, and until such time as all amounts owing to RAM have been paid together with interest accruing as damages, due to CUSTOMER's Breach of this AGREEMENT, during the period payment of such sums was overdue, be entitled to retain possession of any Shipment/s and document/s and suspend the Shipment thereof.**

10 **CUSTOMER WARRANTIES & OBLIGATIONS**

CUSTOMER expressly warrants, agrees and/or undertakes that -

- 10.1 **CUSTOMER is duly authorized to use RAM's IT PLATFORM, provide the Shipping Instruction, obtain the Services and enter into this AGREEMENT;**
- 10.2 **CUSTOMER is of full legal age, or is emancipated or has guardian's consent to enter into a contract being this AGREEMENT and does not lack the legal capacity to enter into a binding agreement with RAM;**
- 10.3 **CUSTOMER does not require the consent of a guardian or parent to competently agree to this AGREEMENT;**
- 10.4 **CUSTOMER is either the owner, or the authorized representative of the owner of the Property;**
- 10.5 **CUSTOMER or the Receiver, at their own expense, have secured the necessary Approvals required to lawfully effect the exportation or importation of the Shipment to be transported between countries under this AGREEMENT, prior to delivery of the Shipment to RAM or any 3P-SP for the provision of the Service.**
- 10.6 **none of the services, activities or operations requested by CUSTOMER in terms of this AGREEMENT, is in any way linked to criminal, money laundering or terrorist activities; and**
- 10.7 **the Parcel is packaged, sealed, addressed and labelled as contemplated in 12.**
- 10.8 **CUSTOMER shall provide a complete and accurate description of the content of the Shipment on the Shipping Instruction;**
- 10.9 **CUSTOMER shall be bound by and warrants the accuracy of all documents and information furnished to RAM for any purposes in terms of this AGREEMENT;**





- 10.10 CUSTOMER shall **never conceal or misrepresent any fact, matter or circumstance** concerning the Property or any Shipment to be received by RAM and/or any 3P-SP;
- 10.11 CUSTOMER shall not submit or request RAM or any 3P-SP to perform any Service in respect of any Property, if the provision of such Service is, or would be, or may be in violation of, or prohibited by, any Laws;
- 10.12 CUSTOMER shall provide whatever further information may reasonably be required by RAM or any Governmental Body with respect to the Shipment or any party interested in the Property. Shipments may be subject to security controls by air carriers and Governmental Body, and RAM will submit to all required security controls. On behalf of CUSTOMER and/or the Receiver and all others with an interest in the Shipment, CUSTOMER consents to a search of any Shipment if and as required by any air carrier, relevant authority or Governmental Body. CUSTOMER understands and agrees that RAM may be required to maintain copies of shipping documents in accordance with applicable Laws; and
- 10.13 **CUSTOMER understands that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements relating to the Property or any person who has or may have an interest in the Property or for the violation of certain applicable Laws.**

## 11 RECEIPT OF A SHIPMENT

- 11.1 **A Shipment under this AGREEMENT shall be deemed to have been received into RAM or any 3P-SP's possession only upon –**
- 11.1.1 the Shipment being received into RAM or the 3P-SP's physical possession; and
- 11.1.2 a receipt acknowledging acceptance being issued by RAM or the 3P-SP and furnished to CUSTOMER by an expressly authorized RAM and/or 3P-SP Personnel.
- 11.2 **CUSTOMER is responsible for ensuring that the person furnishing such receipt is expressly authorized to do so by RAM or 3P-SP.**

## 12 PACKAGING & CONTENTS OF THE SHIPMENT

- 12.1 **CUSTOMER is solely responsible for and warrants and undertakes to ensure that, prior to RAM and/or any 3P-SP taking delivery thereof and at the time of handover –**
- 12.1.1 **each Parcel shall be properly and securely –**
- 12.1.1.1 **packaged, sealed, addressed and labelled in accordance with the custom and practice of the trade and in accordance with all applicable Laws;**
- 12.1.1.2 **packed so that the Property enclosed therein will not be susceptible to damage during the transport thereof by land or air;**
- 12.1.2 the Property is properly and securely placed and packed in each Parcel;
- 12.1.3 the Shipping Instruction and the outside of each Shipment is clearly labelled with the name and address of the designated Receiver;
- 12.1.4 the Shipping Instruction shall contain the correct description of the Property contained in the Shipment which has been tendered for the Service;
- 12.1.5 the Shipment is received by RAM and/or the 3P-SP as specified in 11.
- 12.2 **CUSTOMER acknowledges and agrees that neither RAM nor any 3P-SP shall be under any obligation to check the contents, packing, sealing, addressing or labelling of the Shipment or the Shipping Instruction.**
- 12.3 **Should any Parcel be received by RAM or any 3P-SP other than in accordance with the provisions of this 12, then, except to the extent that RAM, the 3P-SP and/or their Personnel acted with gross negligence or fraudulent intent, neither RAM nor any 3P-SP nor any of their Personnel, shall be liable for any Loss sustained to any such Parcel or its contents.**
- 12.4 **Any flyers, document protectors, Shipping Instructions, Waybills and labels which are necessary for the purposes of protecting, securing, labelling or tracking any Shipment shall be provided by CUSTOMER, all costs of which shall be for the account of CUSTOMER.**
- 12.5 **CUSTOMER undertakes and agrees that it shall –**
- 12.5.1 **NOT without RAM's prior written consent, tender any Shipment containing any RESTRICTED ITEMS; and**
- 12.5.2 **NOT tender any Shipment containing any PROHIBITED ITEMS.**
- 12.6 **Should CUSTOMER, with RAM's prior written consent and under special arrangements, tender Shipments containing Property of the nature referred to in 12.5.1 (RESTRICTED ITEMS), then CUSTOMER warrants that such –**
- 12.6.1 Parcel shall be packed –
- 12.6.1.1 under and shall **bear such warning labels** as are required by all applicable Laws; and
- 12.6.1.2 in a manner so as to minimise additional risks to which such Parcel may be exposed.



- 12.6.2 Parcel shall be **accompanied by the necessary Approvals**, declarations, warning labels and indemnities, if so required.
- 12.7 **Packaging, Approvals, warning labels and declarations shall neither exempt CUSTOMER from the requirements of the relevant Laws, nor from any liability owing to damages caused to any person or property during the handling and transport of such Shipment.**
- 12.8 **Subject to RAM's prior written consent, such RESTRICTED ITEMS shall be shipped via Road, CUSTOMER expressly acknowledging that such RESTRICTED ITEMS may not be carried via air cargo.**
- 12.9 **Except to the extent that RAM, the 3P-SP and/or their Personnel acted with gross negligence or fraudulent intent, CUSTOMER indemnifies RAM, the 3P-SP and/or their Personnel against any Loss arising from any Service for Shipments containing Property of the nature referred to in 12.5.**
- 12.10 **Should CUSTOMER, for any reason whatsoever, fail, neglect or refuse to reveal that the contents of any Shipment containing Property of the nature referred to in 12.5, then RAM or the 3P-SP may, after giving CUSTOMER 3 (three) days' notice, destroy or otherwise deal with such Shipment as circumstances may demand. Neither RAM nor any 3P-SP shall be liable to CUSTOMER for the value or Loss of such Shipment and shall be entitled to claim from CUSTOMER the reasonable costs of dealing with such Shipment.**
- 12.11 **CUSTOMER undertakes and agrees that it shall not tender any Shipment for the Service containing goods not lawfully under its control or goods that are illegal or prohibited by Law.**
- 12.12 **Except to the extent that RAM, the 3P-SP and /or their Personnel acted with gross negligence or fraudulent intent, CUSTOMER indemnifies and holds RAM and/or any 3P-SP and/or their Personnel harmless –**
- 12.12.1 **from any Loss arising from the Shipper's failure to observe the terms of this 12;**
- 12.12.2 **from any criminal/civil or other proceedings that may ensue as a result of RAM and/or any 3P-SP having any illegal Shipments and/or unlawfully held Shipments under its control, including all legal costs incurred by RAM and/or any 3P-SP.**
- 13 **EXCLUSIONS, INDEMNITY & DISCLAIMER**
- 13.1 **Notwithstanding anything to the contrary herein contained, neither RAM nor any 3P-SP shall be liable under any circumstances whatsoever, for any of the following Excluded Losses -**
- 13.1.1 **any loss of profit, liability, damage, shortage, claim, expense, penalty, fine and/or attorney and other professional fee and shall include of any kind whatsoever and howsoever arising or caused and whether direct, indirect, consequential or of an incidental nature and whether such Loss arises in contract, delict or otherwise; or**
- 13.1.2 **loss, in relation to any Shipment or any document shipped therewith, unless due to gross negligence by RAM or any 3P-SP or due to a material breach of any of their respective duties; or**
- 13.1.3 **non-performance or delay, unless caused by RAM or any 3P-SP's gross negligence or material breach of any of their respective duties;**
- 13.1.4 **shortage or mysterious disappearance or unexplained Loss to the Property within any Shipment described herein; or**
- 13.1.5 **loss to any Shipment of illegal, PROHIBITED PROPERTY or RESTRICTED PROPERTY; or**
- 13.1.6 **loss arising from the negligence or wilful misconduct of CUSTOMER or its Personnel; or**
- 13.1.7 **loss to the Shipment or its contents resulting from –**
- 13.1.7.1 **ordinary leakage, ordinary loss in weight or volume, shrinkage, or ordinary wear and tear; or**
- 13.1.7.2 **inherent vice, defect or nature of the Shipment or its contents; or**
- 13.1.8 **loss occasioned and/or caused by breach of, or the failure of CUSTOMER or its Personnel to comply with or fulfil any of its obligations and/or warranties under this AGREEMENT to the extent such breach or failure interferes directly or indirectly, with the performance of RAM's or any 3P-SP's obligations; or**
- 13.1.9 **loss resulting from the delivery of a Shipment to the Receiver despite a written special instruction on the reverse side to hold the Shipment until receipt of written release instructions from Shipper, it being recorded that CUSTOMER is prohibited from providing instructions on the reverse side of any Shipping Instruction;**
- 13.1.10 **loss resulting from the failure of the Receiver to pay any amount, including the value of the Property to CUSTOMER or any other party interested therein; or**
- 13.1.11 **indirect, consequential or incidental Loss, including without limitation, loss of business or profits incurred by the Shipper, pursuant to the performance of RAM's Services;**
- 13.1.12 **loss to the contents of any Shipment where such Loss occurred as a result of the Parcel being opened and inspected by appraisers, security personnel, customs officials or relevant authorities or other Governmental Body; or**
- 13.1.13 **loss arising while the Shipment is not in RAM's or any 3P-SP's actual physical possession, and RAM and/or any 3P-SP**



undertakes only to use reasonable care in the selection of carriers, armoured truck/couriers, customs brokers, agents, warehousemen and others to whom the Shipment may be entrusted for the Service in the performance of the AGREEMENT; or

- 13.1.14 loss to the extent that such Loss is due to CUSTOMER failing to comply with its obligations provided in this AGREEMENT; or
- 13.1.15 loss to Parcels delivered unopened, intact and with no external signs of damage or tampering; or
- 13.1.16 loss arising from or as a result of the acts or omissions of the Shipper, including, without limitation loss pursuant to any of the **Delivery Exclusions**.

13.2 **CUSTOMER hereby indemnifies RAM, any 3P-SP and their Personnel against any Loss or claim of whatever nature which may be made against any of them arising out of any of the foregoing occurrences referred to in 6 and this 13, except to the extent that RAM, any 3P-SP and /or their Personnel acted with gross negligence.**

#### 14 INTELLECTUAL PROPERTY & CONFIDENTIALITY

- 14.1 Copyright in all materials made available through the Service is owned by RAM and protected by both national and international intellectual property Laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of any such material will constitute an infringement of that copyright.
- 14.2 The trademarks, logos and service marks displayed on the service are registered and unregistered trademarks of RAM. Nothing contained in the Service or on **RAM'S IT PLATFORM** should be construed as granting any licence or right to use any trademark, logos or service marks without the written permission of RAM.
- 14.3 This AGREEMENT and information, including the Service Costs set out in the Service Costs Schedule shall not be disclosed to any third party other than CUSTOMER and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than in connection with this AGREEMENT.

#### 15 USING THIRD PARTY SERVICES & VISITING THIRD PARTY WEBSITES

- 15.1 **RAM employs other companies and/or individuals to perform functions on its behalf. Examples include receiving payments, processing credit card payment, payment gateways, use of sub-contractors, including, armoured car/truck services, armed guard services, linehaul services, international couriers and/or commercial airlines/carriers.**
- 15.2 **These third parties have access to Personal Information required to perform their functions but may not use it for any other purposes that have not been clearly defined by RAM.**
- 15.3 **By using **RAM'S IT PLATFORM**, CUSTOMER consents to RAM providing Personal Information to these third-party companies and/or individuals, in order to enable CUSTOMER to use of **RAM'S IT PLATFORM** and for RAM to provide the Services.**
- 15.4 **When CUSTOMER interacts with third party services available through RAM, RAM is not responsible for any actions or policies of such third parties and CUSTOMER should check all applicable policies of such party when providing personal information to them.**

#### 16 TELEPHONE RECORDINGS

**CUSTOMER acknowledges and accepts that RAM shall be entitled at its sole discretion to monitor, intercept, record and use as evidence all telephone and/or electronic communications between CUSTOMER and RAM at any time.**

#### 17 CUSTOMS & SECURITY INSPECTION

- 17.1 **CUSTOMER -**
  - 17.1.1 hereby grants to RAM the right to hold and submit the Shipment to security checks by any Governmental Body and/or Airport Cargo officials and/or Security Personnel for Shipments carried by RAM;
  - 17.1.2 shall provide RAM and/or any 3P-SP with all accurate and complete documents, payments and information necessary for customs clearance;
  - 17.1.3 shall be **bound by and warrants the accuracy of all documents and information furnished to RAM** and/or any 3P-SP for customs purposes and for any other purposes in terms of this AGREEMENT;
  - 17.1.4 hereby authorizes RAM and/or any 3P-SP to complete any document/s required to comply with the relevant Laws, should RAM or any 3P-SP be required to clear a Shipment through customs.
- 17.2 **RAM shall not be liable to CUSTOMER for any Loss suffered by CUSTOMER in the course of such inspection through Shipper's failure to comply with the provisions of this AGREEMENT.**

#### 18 INDEPENDENT CONTRACTOR

- 18.1 **RAM is an independent contractor and, as such, CUSTOMER shall not have any authority to bind or commit RAM.**
- 18.2 **Nothing in this AGREEMENT shall be deemed or construed to create a joint venture, partnership or agency relationship between RAM and CUSTOMER for any purpose.**



## 19 BREACH

- 19.1 CUSTOMER shall be deemed to be in default in terms of this AGREEMENT, if CUSTOMER commits an Insolvency Event.
- 19.2 **If CUSTOMER is deemed to be in default in terms of 19.1, then RAM may, without prejudice to any other rights it may have in law or in terms of this AGREEMENT, terminate this AGREEMENT.**

## 20 TERM & TERMINATION

- 20.1 This AGREEMENT shall commence on the date on which RAM has accepted CUSTOMER'S **APPLICATION TO ENTER COURIER SERVICES AGREEMENT** and shall, unless terminated in accordance with the provisions of this AGREEMENT continue in full force and effect for an indefinite period.
- 20.2 Specific MASTER LOGISTICS AGREEMENTS ("MLA") and SERVICE LEVEL AGREEMENTS ("SLA"), which are entered into between the Parties and which shall either amplify or supersede this AGREEMENT, shall endure for the period set out in the relevant MLA and/or SLA.
- 20.3 Notwithstanding anything to the contrary in this AGREEMENT, but subject to 20.2, either Party shall have the right to terminate this AGREEMENT, on 30 (thirty) days written notice to the other Party without giving reasons for such termination and without incurring penalties of any nature whatsoever.

## 21 NOTICES & COMMUNICATION

- 21.1 The parties hereto choose the following addresses as the address for serving of legal notices for all purposes of and in connection with this AGREEMENT –
- 21.1.1 **RAM** 27 Wrench Rd, Isando,1609, South Africa
- 21.1.2 **CUSTOMER** CUSTOMER'S address stated on **APPLICATION TO ENTER COURIER SERVICES AGREEMENT** or **Shipping Instruction**.
- 21.2 Any notice given or payment made by either Party to the other ("addressee") which is delivered by hand between the hours of 09:00 and 17:00 on any Business Day to the addressee's physical address for the time being shall be deemed to have been received by the addressee at the time of delivery.
- 21.3 An e-communication is deemed to have been sent by –
- 21.3.1 Shipper, at the time at which RAM is capable of accessing such e-communication;
- 21.3.2 RAM, at the time shown on the e-communication as having been sent or, if not so shown, at the time shown on RAM'S transmission logs as having been sent.
- 21.4 An e-communication is deemed to be received by -
- 21.4.1 the Shipper, once it becomes capable of being retrieved;
- 21.4.2 RAM, once RAM has confirmed receipt thereof to CUSTOMER or otherwise responded thereto, whichever occurs first.

## 22 INFORMATION TECHNOLOGY & RAM'S IT PLATFORM

- 22.1 **RAM'S IT PLATFORM** includes the RAM Portal which incorporates business intelligence tool to report on what Customer has processed / consigned and sent for delivery.
- 22.2 **The Portal permits CUSTOMER to, *inter alia*, obtain quotations, extract full listing of Invoices direct from the RAM hub, track and trace all consignments in batch mode, create an online Waybill that is fully integrated into the RAM HUB system and log reverse logistics parcels.**
- 22.3 **By logging on to RAM'S IT PLATFORM, CUSTOMER confirms that they have read and understand the relevant terms and conditions applicable to dealing with RAM over the internet, namely RAM'S Website at [URL - RAM IT Platform Ts and Cs.pdf](#).**

## 23 GENERAL

### 23.1 Sole Agreement

- 23.1.1 No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 23.1.2 This AGREEMENT supersedes and replaces all prior agreements, commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.

### 23.2 Amendment

- 23.2.1 No addition to, variation, or consensual cancellation of this AGREEMENT shall be of any force or effect unless in writing and signed by or on behalf of the Parties.
- 23.2.2 RAM reserves the right, in its sole discretion, to, and the User agrees that RAM may, amend this AGREEMENT at any time, in any way and from time to time. RAM will give notice of and publish the amended terms through the Service. These amendments shall come into effect on the basis specified in the notice RAM gives of the proposed changes.
- 23.2.3 It is CUSTOMER'S responsibility to review this AGREEMENT regularly and to ensure that CUSTOMER agrees with any amendments to this AGREEMENT. If CUSTOMER does not agree with any amendments to the AGREEMENT, CUSTOMER may no longer use the Services.



23.3 **Severability**

If any provision hereof is held to be unenforceable by any court of Law, such provision shall be severable from this AGREEMENT and shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect.

23.4 **Governing Law**

This AGREEMENT shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the Laws of South Africa which is applicable to Agreements executed and wholly performed within South Africa.

23.5 **Consumer Protection Act**

To the extent that this AGREEMENT or any Services provided under this AGREEMENT are governed by the Consumer Protection Act, 2008 (the "CPA"), no provision of this AGREEMENT is intended to contravene the applicable provisions of the CPA, and therefore all provisions of the this AGREEMENT must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the CPA are complied with.

23.6 **Personal Information Protection / Website Privacy & Usage Terms and Conditions**

Please refer to [RAM IT Platform Ts and Cs.pdf](#) on the processing of Personal Information and Personal Information protection.

23.7 **Jurisdiction**

23.7.1 CUSTOMER hereby consents to the exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with the Service, or this AGREEMENT or any matter related to or in connection therewith.

23.7.2 Subject to the CPA (if applicable), CUSTOMER hereby consents and submits to the jurisdiction of the Magistrates' Court having jurisdiction over its person in respect of all proceedings connected with this AGREEMENT, notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction.

23.7.3 However, if the CPA does apply, then, unless the Magistrates' Court has concurrent jurisdiction, RAM shall be entitled to institute all or any proceedings against CUSTOMER in connection with these terms in any division of the High Court of South Africa and CUSTOMER hereby consents and submits to the jurisdiction of that court.

23.7.4 Where a dispute is heard in the High Court of South Africa the User agrees that any costs awarded against CUSTOMER be awarded or paid on the High Court Scale.

23.8 **Costs**

CUSTOMER will be liable for all legal costs, as may be permissible in law, in recovering any amount that CUSTOMER owes RAM.

23.9 **Waiver**

No indulgence which any Party may grant to another shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

23.10 **Writing**

All notices, consents, advice or other communication by any Party to the other of them, shall be in writing and signed by the relevant party, and unless in writing and signed, shall be deemed not to have been given or made. A facsimile or transmission of a portable document format (".pdf") of a document signed by a duly authorised Party shall be acceptable evidence that such document has been signed by the relevant duly authorised Party whose signature appears on the facsimile transmission or .pdf.

23.11 **Consents**

Wherever any provision in this AGREEMENT requires any Party's consent, such consent shall only be valid and binding on the Parties if it is obtained beforehand and is in writing.

23.12 **Successors-in-title**

Without prejudice to any other provision of this AGREEMENT, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator, trustee or business rescue practitioner, of either party shall, to the extent permissible in Law, be bound by this AGREEMENT.