



INTERPRETATION SCHEDULE



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INTERPRETATION SCHEDULE

1 INTRODUCTION

1.1 General

In this Agreement

- 1.1.1 clause headings are for convenience and shall not be used in its interpretation;
- 1.1.2 unless the context clearly indicates a contrary intention an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa and the singular includes the plural and vice versa;
- 1.1.3 words in the first column have the meanings stated opposite them in the second column, as follows –








1.2 Definitions

Definitions	
“Agreement”	collectively, the Application Form, RAM's Terms and Conditions, the Service Costs Schedule, the Interpretation Schedule, the Waybill and the RAM IT Agreement (where applicable) duly signed by the Customer and accepted by RAM
Application Form	RAM's Application Form containing the Application by the Customer to RAM to provide Courier Services, as amended from time to time
“Business Day”	any day other than a Saturday, a Sunday or statutory holiday in the RSA
"Companies Act"	Companies Act 63 of 1973
“Consignee”	the Consignee (Receiver) of a Shipment as specified on the Waybill
“Consignor”	the Consignor (Sender) of a Shipment, being the Customer / third party that instructs RAM or any TPA to deliver the Shipment to the Consignee as specified on the Waybill
“CPA”	Consumer Protection Act 68 of 2008
"Courier Service/s"	the collection, transportation and delivery of Parcels
“Customer”	the person who enters into the Agreement and/or completes and signs the Waybill
“Dangerous Goods”	any dangerous, noxious, corrosive, flammable or explosive article, or any article or substance likely to cause injury, damage or infection to other property, life or health or is likely to encourage vermin
“Drive Away”	the Delivery of any Parcel on a specific Drive Away Instruction in terms of which RAM utilises a dedicated vehicle to provide all or a portion of the Courier Services
“Extraordinary Service”	an Extraordinary Service requested by the Customer containing a specific written instruction by the Customer to RAM to provide an Extraordinary Service which attracts a Extraordinary Surcharge. RAM shall only be obliged to attend to such Extraordinary Service upon prior written instruction from the Customer

















"FICA"	Financial Intelligence Centre Act, 38 of 2001
"Force majeure"	any material event beyond the control of RAM or any TPA which occurrence could not have reasonably been foreseen at the date of request for the Service, and which, despite the exercise of diligent efforts, RAM or any TPA was unable to prevent, limit or minimise, including, but not limited to, adverse weather conditions, unpredictable delays caused by traffic congestion, diversions or road works, power outages, regulatory interference, war, whether declared or not, revolution, riot, strikes, insurrection, civil commotion, invasion, armed conflict, hostile act of foreign enemy, act of terrorism, sabotage, hijacking, radiation or chemical contamination, ionising radiation, act of G-d, plague, serious epidemic, officially declared state of emergency, embargoes, sanctions, non-availability of raw materials or transport facilities, restrictions or sanctions imposed by any government or governmental authority (including the United Nations Organisations) or by <i>force majeure</i> of any description whether or not of the specific nature indicated above
"Laws"	all legislation, international law, provisions of constitutions, statutes, regulations, directives, orders, notices, promulgations, regulations, orders and/or other decrees of any government or governmental, administrative, fiscal or judicial authority, body, court, department, commission, bureau, tribunal, arbitrator, registry or any state-owned or controlled authority 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 Waybill may be executed
"Loss"	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
"NCA"	National Credit Act, 24 of 2005
"Non Business Days"	Saturdays, Sundays or statutory holidays in the RSA
"Parcel"	sealed envelopes, flyers, parcels, packages, boxes, cartons or containers packed by the Customer and tendered by the Customer for Courier Services by RAM or any TPA
"Personnel"	in relation to any Party, their shareholders, directors, employees, personnel or franchisees
"POD"	a signed acknowledgment of receipt by the Consignee or its duly authorised Personnel, which shall be in the form of an acknowledgement of receipt on the Waybill, alternatively RAM or the TPA's standard form POD from time to time, or such alternative proof of delivery as is reasonably acceptable in the courier industry
"Property"	collectively or individually, as the case may be, the cargo, documents, goods, items, envelopes or containers described on the Waybill and contained in the Parcel which are being tendered for the Service
"RAM"	RAM Transport (South Africa) (Proprietary) Limited t/a RAM Hand-to-Hand Couriers™, Registration Number 1997/009992/07, a private company incorporated in accordance with the Laws of the RSA including any RAM Associate, as the case may be
"RAM Associate"	any subsidiary, holding company or franchisee of RAM, or any person, firm, company or corporation controlled in any manner by the shareholders of RAM
"RAM's Terms and Conditions of Service"	RAM's Terms and Conditions of Service available on RAM's Website and to which this Interpretation Schedule is attached as an Annexure
"RICA"	Regulation of Interception of Communications and Provision of Communication-related Information Act, 70 of 2002



"RSA"	the Republic of South Africa
"Service/s"	the Services to be provided by RAM in terms of this Agreement, including Courier Services
"Service Costs"	the various C&D Costs, Rates, Surcharges 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 the Customer to RAM relating to the provision of the Services by RAM, as may be amended from time to time
"Service Costs Schedule"	the Service Costs Schedule incorporating the various C&D Costs, Rates, Surcharges and other costs in respect of the Services rendered by RAM to the Customer, which Service Costs Schedule shall be deemed to be incorporated into this Agreement upon signature by the Customer
"Shipment"	distinctively sealed and secured Parcel/s tendered for the Service by the Consignor to the Consignee under a Waybill issued for that purpose
"Surcharges"	the various surcharges specified on the Service Costs Schedule, which include Saturday Surcharge, After Hours Collection Surcharge, After Hours Delivery Surcharge, Waybill Surcharge, High Risk Area Surcharge, Variable Fuel Surcharge, Face to Face Surcharge, Armoured Vehicle Surcharge and Drive Away Surcharge
"Tax"	any tax, including income tax, company and/or corporations tax, inheritance tax, regional services council levies, VAT, sales tax and any duty or levy (including any penalty or interest) imposed by any Law administered by the applicable Revenue Services in the RSA or any other authority entitled to administer taxes in the RSA and " Taxation " shall bear the same meaning
"TPA"	any third party agent 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 Service on behalf of RAM
"Valuable Cargo"	<p>a consignment, which contains one or more of the following articles -</p> <ul style="list-style-type: none">  any article having a declared value for carriage of US\$1,000 or more per gross kilogram;  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 isotopes of the above metals and alloys which are subject to dangerous goods labelling requirements);  legal banknotes, securities, shares and share coupons, traveller's cheques, stamps (from the United Kingdom: stamps, excluding mint stamps) and ready for use bank cards and/or credit cards;  diamonds (including diamonds for industrial use), rubies, emeralds, sapphires; opals and real pearls (including cultured pearls);  jewellery consisting of diamonds, rubies, emeralds, sapphires, opals and real pearls (including cultured pearls);  jewellery and watches made of silver and/or gold and/or platinum;  articles made of gold and/or platinum, other than gold and/or platinum plated
"Waybill"	RAM's Waybill whether in document or electronic format, as amended from time to time



1.3 Information Technology Definitions

RAM Information Technology Definitions	
“Intellectual Property Rights”	<p>intellectual property or proprietary rights of any kind or description anywhere in the world, including, without limitation –</p> <ul style="list-style-type: none">  rights in any patent, patent application (including any provisional, continuations, divisions, continuations-in-part, extensions, renewals, reissues, revivals and re-examinations, any national phase PCT (Patent Convention Treaty) applications, any PCT international applications, and all foreign counterparts), copyright, industrial design, URL (Uniform Resource Locator) , domain name, trademark, service mark, logo, trade dress or trade name;  related registrations and applications for registration;  trade secrets, moral rights or publicity rights;  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: (i) computer source codes (human readable format) and object codes (machine readable format); (ii) specifications; (iii) manufacturing, assembly, test, installation, service and inspection instructions and procedures; (iv) engineering, programming, service and maintenance notes and logs; (v) technical, operating and service and maintenance manuals and data; (vi) hardware reference manuals; and (vii) user documentation, help files or training materials; and  goodwill related to any of the foregoing
“Derivative Work”	a 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
“RAM Hardware”	any computer hardware and terminal/s owned and/or controlled by RAM and installed at the Customer to be used by the Customer in connection with the RAM-IT
“RAM-IT”	collectively and/or individually, as the case may be, the RAM Hardware and the RAM Software
“RAM Online Waybill”	a RAM's Online Waybill incorporating delivery instructions and furnishing such instructions to RAM electronically
“RAM Portal”	<p>RAM's web based portal (incorporating a RAM Shipper) which shall facilitate Customers to process, inter alia, the following transactions –</p> <ul style="list-style-type: none">  RAM Shipper Applications;  Obtaining Quotations;  Searching for Consignments;  Obtaining Reports;  Requesting a collection online
“RAM Shipper”	<p>RAM's computer Software used by Customers for the purpose of , inter alia –</p> <ul style="list-style-type: none">  completing/consigning Parcels via RAM's Online Waybill/s;  furnishing RAM's Online Waybill/s to RAM by electronic means utilizing the RAM-IT;  printing manifests and reconciling manifest shipments for collection by RAM;  loading and editing specific customer data base relating to the relevant Customer in accordance with instructions and the consent of the Customer
“RAM Software”	the computer software developed and owned and/or controlled by RAM used in connection with the RAM Shipper and/or the RAM Portal
“RAM's Website”	RAM's secure website on the Worldwide web being either of the following URL's – www.ram.co.za



2 SERVICE COSTS

2.1 Service Costs Definitions

Service Costs Definitions	
"Actual Weight"	the actual weight of the Parcel, as measured in metric grams / kilograms
"C&D Costs"	the Collection, Transport and Delivery Costs payable by the Customer to RAM, as set out in a Service Costs Schedule, as amended from time to time. The C&D Costs shall be calculated having regard to the Chargeable Weight for each Parcel
"Chargeable Weight"	the greater of the Actual Weight or the Volumetric Weight
"Insurance Charge"	the Insurance Charge set out and calculated in accordance with the "Insurance Charge" in the Service Costs Schedule
"NBD"	Next Business Day
"VAT"	value added tax in terms of the Value Added Tax Act, 89 of 1991
"Volumetric Weight"	the volumetric weight of the parcel as the term is commonly understood in the courier and freight industry, which volumetric weight shall be calculated as follows – $\{(Length (cm) \times Breadth (cm) \times Height (cm))/5000\}$
"Zone List"	RAM's Zone List available on RAM's Website, which Zone List sets out, inter alia – <ul style="list-style-type: none"> the Suburbs, Area and Postal Code in the RSA; the Latitude and Longitude of such Suburbs; RAM's reference as to whether the relevant Suburb constitutes a Local, a Main or a Regional Suburb; which RAM Hub shall Service the relevant Suburb; RAM's reference as to whether such Suburb constitutes a High Risk Area

2.2 Extraordinary Surcharges

Extraordinary Surcharges	
"Armoured Vehicle Surcharge"	the Armoured Vehicle Surcharge in relation to the Collection and/or Delivery of a Parcel by means of an Armoured Vehicle
Saturday Surcharge	Saturday Surcharge in relation to the collection and/or delivery of any Parcel on a Saturday
"After Hours Delivery Surcharge"	After Hours Delivery Surcharge in relation to the Delivery of any Parcel after 17:00
"After Hours Collection Surcharge"	After Hours Collection Surcharge in relation to the Collection of any Parcel after 17:00
"Drive Away Surcharge"	Drive Away Surcharge in relation to the provision of all or a portion of the Courier Service on a specific Drive Away Instruction
Face-to-Face RICA / FICA Surcharge	Surcharge payable when face to face deliveries are made and where RAM's Personnel are requested to provide verification Services in accordance with the requirements of RICA and/or FICA)



2.3 General Surcharges

General Surcharges	
Fuel Surcharge	the Variable Local Fuel Surcharge which shall be calculated in accordance with the "Variable Local Fuel Surcharge" in the Service Costs Schedule and shall be adjusted on a monthly basis with reference to the listed unleaded petrol price in Gauteng
High Risk Area Surcharge	the High Risk Area Surcharge in relation to the collection and/or delivery of any Parcel in the High Risk areas specified on RAM's Zone List from time to time
"Waybill Surcharge"	the Waybill Surcharge set out and calculated in accordance with the " Waybill Surcharge " in the Service Costs Schedule

3 GLOSSARY - DELIVERY TIMES, SERVICE DAYS, AREAS

Service	Service Type Code	Delivery Times	Service Days
EARLY BIRD 08:30	EB08H30	NBD 08:30 or earlier	M,T,W,T,F
NEXT DAY 10H30	ND10H30	NBD 10:30 or earlier	M,T,W,T,F
NEXT DAY	ND	NBD 17:00 or earlier	M,T,W,T,F
EXPRESS ROAD	XR	24-48 hours from Collection	M,T,W,T,F
ECONOMY SERVICE	ES	48-72 hours from Collection	M,T,W,T,F
SAME DAY	SD	Same Day as Collection	M,T,W,T,F
VALUABLE CARGO	VC	NBD 17:00 or earlier	M,T,W,T,F
FACE TO FACE	F2F	NBD 17:00 or earlier	M,T,W,T,F



4 DELIVERY AREA DEFINITION

4.1 Delivery Area Interpretation

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 –

4.1.1 Collection of the relevant Parcel as Local, Main or Regional;

4.1.2 Delivery of the relevant Parcel as Local, Main, Regional or International.

From	To	Delivery Classification
Local >>>>	>>>> Local	Local
Main >>>>	>>>> Main	Main
Main >>>>	>>>> Regional	Regional
Regional >>>>	>>>> Main	Regional
Regional >>>>	>>>> Regional	Regional
Main >>>>	>>>> International	International
Regional >>>>	>>>> International	International

4.2 Size & Weight & Exceptions

4.2.1 Package Size & Weight

4.2.1.1 Actual Weight -Maximum weight - 30 kilogram per parcel.

4.2.1.2 Volumetric Weight - Maximum Size - {(Length (600mm) x Breadth (400m) x Height (400mm)}.

4.2.1.3 Unlimited number of parcels per consignment.

4.2.2 Exceptions

No Firearms, Ammunition, Liquids or Dangerous Goods unless agreed upon with RAM's prior written consent.

4.2.3 Saturday Deliveries

RAM is able to provide Saturday Services for most of the Services subject to the Saturday Surcharge. Please confirm with RAM Office whether Saturday can be performed.

Regional Deliveries

4.2.4 RAM is 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.

4.2.5 Valuable Cargo

No Valuable Cargo should be tendered for shipment for any of the Services except for the Valuable Cargo Service.



4.3 Calculation And Examples

For the purposes of this annexure, non-Business Days shall not be incorporated when calculating Service Times. Accordingly, by way of example, should RAM receive the relevant parcel for –

- 4.3.1 a Local delivery on the Business Day preceding a statutory holiday, then RAM shall be obliged to have delivered the Local delivery to the consignee on the NBD;
- 4.3.2 delivery within 48/72 hours and one of the next days is not a Business Day, then the non-Business Day/s shall not be included when calculating the Service Times.

5 INTERPRETATION

- 5.1 The terms "holding company" and "subsidiary" shall bear the meaning assigned to them in the Companies Act.
- 5.2 Should any provision in a definition be a substantive provision conferring rights or imposing obligations on any Party, then effect shall be given to such provision as if it were a substantive provision in the body of this Agreement.
- 5.3 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 replaced from time to time.
- 5.4 When any number of days is prescribed, such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday or statutory holiday in the RSA, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or statutory holiday.
- 5.5 Any schedule or annexure to this Agreement shall, save where the context indicates otherwise, form part of this Agreement.
- 5.6 Where any term is defined within a particular clause or any Waybill, Annexure or Schedule, other than this interpretation schedule, the term shall bear the meaning ascribed to it in that clause, Waybill, Annexure or Schedule wherever it is used in this Agreement.
- 5.7 The use of the words "**including**" or "**inter alia**" followed by specific example/s shall not be construed as limiting the meaning of the general wording preceding them and the eiusdem generis rule (i.e. the rule that where words which have a limited or particular meaning are followed by a phrase of general application, the meaning of the said phrase is restricted to the generic meaning of the preceding words) shall not be applied in the interpretation of such general wording or such specific example/s.
- 5.8 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.
- 5.9 The rule of construction that the Agreement shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply.
- 5.10 Any provision imposing a restraint, prohibition or restriction on the Customer shall be so construed that the Customer 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 Customer, including the Customer's subsidiaries and the Customer's Personnel.



TERMS AND CONDITIONS

RAM HAND-TO-HAND COURIERS™



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TERMS AND CONDITIONS

RAM HAND-TO-HAND COURIERS™

1 INTERPRETATION

- 1.1 Clause headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.2 The provisions of the Interpretation Schedule ("**Interpretation Schedule**") which is an Annexure to this Agreement relating to interpretation shall apply and the expressions defined in that Interpretation Schedule shall bear the same meaning in this Agreement.

2 INTRODUCTION

- 2.1 These terms and conditions -
- 2.1.1 are an integral part of the Services to be provided by RAM and/or any TPA;
- 2.1.2 together with the information and terms and conditions contained in the Application Form, the Service Costs Schedule, the Interpretation Schedule, the Waybill and the RAM IT Agreement (where applicable) shall collectively hereinafter be referred to as the "**Agreement**".
- 2.2 The Services are transacted and provided subject to the terms of the 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 the 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 without limitation, any POD, other written acknowledgment of receipt of a Shipment or any written release order by a Consignee;
- 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 the Customer's request for special conditions or special delivery instructions will result in any specific method being employed;
- 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 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 The Customer acknowledges and agrees that -
- 3.3.1 the Shipment may be carried by a TPA;

- 3.3.2 the Service or part thereof performed by a TPA will be subject to the same terms and conditions as set out in this Agreement;
- 3.3.3 **persons or juristic entities and their Personnel hired by RAM to fulfil its obligations under this Agreement, including, but not limited to any TPA, shall have the benefit of every exemption from and limitation of liability and defence to which RAM is entitled;**
- 3.3.4 RAM and/or any TPA may engage sub-contractors, including, armoured car/truck services, armed guard services, couriers and/or commercial airlines/carriers, to perform all or part of the Services pursuant to the Agreement.

3.4 RAM and/or any TPA (as the case may be)-

- 3.4.1 **will do all that it reasonably can to meet the stipulated dates and time for the Service;**
- 3.4.2 **cannot be responsible for failure to perform or delays in performance of the Service due to force majeure events;**
- 3.4.3 **will not be liable to the Customer for any loss arising from any failure or delay in performance of the Service resulting from force majeure events;**
- 3.4.4 **will use reasonable endeavours to continue to perform in terms of this Agreement as soon as performance becomes possible;**
- 3.4.5 **undertake to give the Customer timely notice of any unavoidable delays.**

4 DELIVERY

- 4.1 Subject to this Agreement, RAM agrees to receive and arrange for the provision of the Service to the Consignee in accordance with the information on RAM's Waybill or return of the Shipment to the Customer (or its nominee) when the Shipment was not delivered to the Consignee.
- 4.2 Any instruction from the Customer to RAM and/or a TPA to provide the Service shall be on a Waybill, duly completed and tendered with the Shipment.
- 4.3 Unless otherwise agreed in writing and signed by RAM, no other instructions, whether verbal or written shall be binding on RAM or any TPA.
- 4.4 A Shipment under this Agreement shall be deemed to have been received into RAM or any TPA's possession only upon -
- 4.4.1 the Shipment being received into RAM or the TPA's physical possession; and
- 4.4.2 a receipt acknowledging acceptance being issued by RAM or the TPA and furnished to the Customer by expressly authorized RAM and/or TPA Personnel.
- 4.5 The Customer is responsible for ensuring that the person furnishing such receipt is expressly authorized to do so by RAM or the TPA.



4.6 A signed receipt being given by the Consignee or the Customer shall be sufficient evidence of delivery to the Consignee, or of a Shipment returned to the Customer (or its nominee).

4.7 **In the absence of gross negligence or other 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 CUSTOMER'S WARRANTIES AND OBLIGATIONS

5.1 **The Customer expressly warrants that -**

5.1.1 **the Customer is duly authorized to enter into this Agreement;**

5.1.2 **the Customer is either the owner, or the authorized representative of the owner of the Property;**

5.1.3 **the Customer or the Consignee, at their own expense, have secured the necessary permits, franchises, licenses, or other authorities 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 TPA for the provision of the Service; and**

5.1.4 **none of the activities or operations requested by the Customer in terms of this Agreement, is in any way linked to criminal, money laundering or terrorist activities.**

5.2 The Customer -

5.2.1 authorizes RAM and/or any TPA to complete any document/s required to comply with the relevant Laws, should RAM or any TPA be required to clear a Shipment through customs;

5.2.2 shall provide RAM and/or any TPA with all accurate and complete documents, payments and information necessary for customs clearance;

5.2.3 shall be bound by and warrants the accuracy of all documents and information furnished to RAM and/or any TPA for customs purposes or for any other purposes in terms of this Agreement;

5.2.4 shall never conceal or misrepresent any fact, matter or circumstance concerning the Property or any Shipment to be received by RAM and/or any TPA;

5.2.5 shall not submit or request RAM or any TPA to perform the 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;

5.2.6 shall provide whatever further information may reasonably be required by RAM or any governmental or quasi-governmental organisation with respect to the Shipment or any party interested in the Property. Shipments may be subject to security controls by air carriers and government entities, and RAM will submit to all required security controls. On behalf of the Customer and/or the Consignee and all others with an interest in the Shipment, the Customer consents to a search of any Shipment if and as required by any air carrier or government entity. The

Customer understands and agrees that RAM may be required to maintain copies of shipping documents in accordance with applicable Laws;

5.2.7 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.

6 PACKAGING AND CONTENTS OF THE SHIPMENT

6.1 The Customer is solely responsible for and undertakes to ensure that -

6.1.1 prior to RAM and/or any TPA taking delivery thereof, each Parcel shall be properly and securely -

6.1.1.1 packaged, sealed, addressed and labelled in accordance with the custom and practice of the trade and in accordance with all applicable Laws;

6.1.1.2 packed so that the Property enclosed therein will not be susceptible to damage during the transport thereof by land or air;

6.1.2 the Property is properly placed and packed in each Parcel;

6.1.3 prior to RAM and/or any TPA taking delivery thereof, the outside of each Shipment is clearly labelled with the name and address of the designated Consignee;

6.1.4 the Shipment is received by RAM and/or the TPA as specified in 4.4;

6.1.5 the Waybill shall contain the correct description of the Property contained in the Shipment which has been tendered for the Service.

6.2 The Customer acknowledges and agrees that neither RAM nor any TPA, shall be under any obligation to check the contents, packing, sealing, addressing or labelling of the Shipment or the Waybill.

6.3 **Should any Parcel be received by RAM or any TPA other than in accordance with the provisions of this 6, then, except to the extent that RAM, the TPA and /or their Personnel acted with gross negligence or fraudulent intent, neither RAM nor any TPA nor any of their Personnel, shall be liable for any Loss sustained to any such Parcel or its contents.**

6.4 Any flyers, document protectors, waybills and labels which are necessary for the purposes of protecting, securing, labelling or tracking any Shipment shall be provided by the Customer, all costs of which shall be for the account of the Customer.

6.5 The Customer undertakes and agrees that it shall not, without RAM's prior written consent, tender any Shipment -

6.5.1 likely to cause damage, including, any dangerous, noxious, corrosive, flammable or explosive article, or any article or substance likely to cause injury, damage or infection to other property, life or health or is likely to encourage vermin;

6.5.2 containing fragile items including glass, glassware, mirrors, pottery, crockery, china, cast cement, plaster or asbestos, finished or partially finished products or other Shipment containing Property of a fragile nature.



- 6.6 Should the Customer, with RAM's prior written consent and under special arrangements, tender Shipments containing Property of the nature referred to in 6.5, then the Customer warrants that such –
- 6.6.1 Parcel shall be packed –
- 6.6.1.1 under and shall bear such warning labels as are required by all applicable Laws;
- 6.6.1.2 in a manner so as to minimise additional risks to which such Parcel may be exposed;
- 6.6.2 Parcel shall be accompanied by the necessary declarations, if so required;
- 6.6.3 **packaging, warning labels and declarations shall neither exempt the 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.**
- 6.7 **Except to the extent that RAM, the TPA and /or their Personnel acted with gross negligence or fraudulent intent, the Customer indemnifies RAM, the TPA and/or their Personnel against any Loss arising from any Service for Shipments containing Property of the nature referred to in 6.5,**
- 6.8 **Should the 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 6.5.1, then RAM or the TPA may, after giving the Customer 3 (three) days' notice, destroy or otherwise deal with such Shipment as circumstances may demand. Neither RAM nor any TPA shall be liable to the Customer for the value or Loss of such Shipment and shall be entitled to claim from the Customer the reasonable costs of dealing with such Shipment.**
- 6.9 The 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.
- 6.10 **Except to the extent that RAM, the TPA and /or their Personnel acted with gross negligence or fraudulent intent, the Customer indemnifies and holds RAM and/or any TPA and/or their Personnel harmless –**
- 6.10.1 **from any Loss arising from the Customer's failure to observe the terms of this 6;**
- 6.10.2 **from any criminal/civil or other proceedings that may ensue as a result of RAM and/or any TPA having any illegal Shipments and/or unlawfully held Shipments under its control, including all legal costs incurred by RAM and/or any TPA.**
- 7 SERVICE COSTS AND PAYMENT**
- 7.1 Service Costs**
- 7.1.1 **The Customer retains ultimate responsibility and liability for all Service Costs, notwithstanding that any or all such Service Costs might be payable by the Consignee.**
- 7.1.2 RAM shall be entitled to amend its Service Costs from time to time by giving reasonable prior notice to the Customer.
- 7.1.3 RAM and/or any TPA may, in their sole and absolute discretion, pay any Service Costs relating to the Shipment and the Customer shall, on demand, reimburse RAM and/or the TPA the amount of any such Service Costs that may have been paid.
- 7.1.4 The C&D Costs shall be calculated having regard to the Chargeable Weight for each Parcel.
- 7.2 Payment**
- 7.2.1 The Service Costs shall be paid immediately on presentation of statement at RAM's chosen address in 13 or by means of electronic funds transfer directly into the RAM's account as may be notified in writing by RAM to the Customer from time to time. ("**due date**")
- 7.2.2 RAM will credit each payment made under this Agreement to the Customer on the date of receipt of the payment as follows –
- 7.2.2.1 firstly, to satisfy any due or unpaid interest (if any); and
- 7.2.2.2 secondly, to satisfy any due or unpaid Service Costs.
- 7.3 Interest**
- 7.3.1 Should the Customer fail to pay any amount payable to RAM in terms of this Agreement, then, in addition to any rights RAM may have in terms of this Agreement or at Law, the provisions of this 7.3 shall apply.
- 7.3.2 Without prejudice to any of RAM's rights, the Customer shall pay to RAM interest on all overdue payments calculated at the maximum rate of interest permitted by the NCA from time to time.
- 7.3.3 The interest shall be reckoned from the day after the due date of the amount concerned until the date of payment, both days inclusive, and shall be –
- 7.3.3.1 calculated on a compounded basis on the amount owing at the end of each month; and
- 7.3.3.2 payable on demand.
- 7.3.4 It is specifically acknowledged and agreed that this clause 7.3 shall survive termination of this Agreement for any reason whatsoever.
- 7.4 Attempted Deliveries**
- 7.4.1 **Notwithstanding anything to the contrary herein contained, should RAM fail to effect delivery of any Shipment, RAM shall nevertheless be entitled to payment in respect thereof, provided that such failure arose –**
- 7.4.1.1 **as a result of RAM and/or any TPA being specifically prevented by the intended Consignee; or**
- 7.4.1.2 **pursuant to a specific instruction from the Customer or intended Consignee; or**
- 7.4.1.3 **as a result of the Customer furnishing RAM the incorrect delivery instructions; or**
- 7.4.1.4 **as a result of the specified Consignee not being available at the time of delivery ; or**
- 7.4.1.5 **as a result of the Consignee refusing to accept the Shipment despite such Shipment being delivered in accordance with instructions on the Waybill.**



7.5 Value-Added Tax

The Customer acknowledges and agrees that –

- 7.5.1 it shall be liable to pay VAT on the Service Costs and other amounts payable in terms of this Agreement together with payment of such amounts payable to RAM;
- 7.5.2 should this Agreement be applicable prior to the imposition of any increase in the rate of VAT by the relevant authority, then all amounts payable shall be subject to variation in accordance with the provisions of Section 67 of the Value Added Tax Act, it being recorded and agreed that RAM shall receive the same Service Costs and any other amounts payable, after payment of VAT, regardless of the rate at which VAT is payable.

8 INSURANCE

8.1 General

- 8.1.1 The Customer has the option to provide RAM with a written request for RAM's "All Risk Insurance" as contemplated in this 8.
- 8.1.2 The provision by the Customer or RAM of such "All Risk Insurance", shall in no way derogate from any of the other provisions of this Agreement, which shall remain of full force and effect, as if no insurance had been provided.
- 8.1.3 Unless specifically stated otherwise herein, RAM's "All Risk Insurance" is subject to this Agreement, including, but not limited to 10.
- 8.1.4 To request RAM's "All Risk Insurance", the Customer must –
 - 8.1.4.1 clearly initial the designated box on the Waybill under the Insurance Section;
 - 8.1.4.2 complete the Insurance Declaration under the Insurance Section;
 - 8.1.4.3 pay the relevant fee and/or premium, unless otherwise specified on the Waybill.
- 8.1.5 Whether the Customer has initialled RAM's "All Risk Insurance" on the Waybill, RAM's "All Risk Insurance" shall be based upon the Insurance Declaration.

8.2 Exceptions

- 8.2.1 **Should the Customer request RAM's "All Risk Insurance", then RAM and/or any TPA's maximum liability, to the extent it is liable for any Loss to any one Shipment pursuant to the terms of this Agreement, shall –**
 - 8.2.1.1 **be limited to the full actual value of the Property lost or damaged;**
 - 8.2.1.2 **not exceed the Insurance Declaration, provided that if no Value is declared, then the RAM shall have no liability for any Loss.**
- 8.2.2 **RAM and/or any TPA's maximum liability for any one Shipment shall in no event exceed the actual damage sustained.**
- 8.2.3 Neither RAM nor any TPA shall be under any obligation to verify that the Shipment is insured for sending risks as customarily used in the trade.

8.2.4 RAM and/or any TPA shall obtain and maintain, at all times during performance of the Agreement, an insurance policy or policies payable to RAM and/or any TPA in such amounts and against such risks as shall adequately cover the liability assumed by RAM and/or any TPA under this Agreement or by Law.

8.2.5 Subject to 8.3, neither RAM nor any TPA shall –

- 8.2.5.1 **furnish any insurance for Services in respect of second hand goods;**
- 8.2.5.2 **be liable for any Loss in relation to physical damage unless the Customer has complied with the provisions of 6;**
- 8.2.5.3 **be liable for any Loss from any force majeure as excluded in RAM and/or any TPA's insurance policies referred to in this 8.**

8.3 RAM's "All Risk Insurance"

- 8.3.1 Should the Customer request RAM "All Risk Insurance", RAM shall be obliged to take out and maintain insurance cover against the theft, loss, damage or destruction of the Property ("**Insured Goods**") conveyed by RAM, subject to the terms and conditions contained in this 8.
- 8.3.2 RAM agrees that, subject to 8.2, 8.3.4, 8.3.5 and 8.3.6, all risk of physical loss or damage in relation to the Insured Goods to be delivered by RAM on behalf of the Customer shall pass to RAM at the time that RAM takes possession of same. The time of such possession shall be evidenced by the reconciliation report generated by means of both the Customer's and RAM's stock management system.
- 8.3.3 In the event of the theft, loss, damage or destruction of any of the Insured Goods conveyed by RAM, RAM shall be obliged to compensate the Customer in respect thereof in an amount equal to the Insured Value of all items comprising the stolen, lost, damaged or destroyed goods.
- 8.3.4 **The "Insured Value" for insurance purposes shall –**
 - 8.3.4.1 **be the amount specified by the Customer and reflected on RAM's Waybill under the Insurance Section;**
 - 8.3.4.2 **not be greater than and be limited to the cost of replacement from time to time of such items at the time of the theft, loss, damage or destruction thereof, as determined by the Customer's monthly price list.**
- 8.3.5 Notwithstanding anything to the contrary herein contained, RAM requires the Customer and a duly authorised representative of the Customer shall be obliged in respect of each and every Shipment to –
 - 8.3.5.1 initial the "All Risk Insurance" block on RAM's waybill under the Insurance Section;
 - 8.3.5.2 complete the Mandatory Insurance Declaration on RAM's Waybill under the Insurance Section with the actual cost of replacement of the contents of the Shipment.
- 8.3.6 **Should the Customer fail to provide RAM with a written request by completing and signing the necessary provisions of the Waybill for RAM's "All Risk Insurance", or fail to agree with RAM on the terms of such "All Risk Insurance", or fail to comply with the**



- provisions of 8.3, the Customer acknowledges and agrees that –
- 8.3.6.1 RAM and/or any TPA shall provide the Service solely at the Customer's risk;
- 8.3.6.2 except to the extent that RAM, the TPA and /or their Personnel acted with gross negligence or fraudulent intent, neither RAM, nor any TPA nor any of their Personnel shall be liable for any Loss;
- 8.3.6.3 no "All Risk Insurance" or any other insurance shall be taken out by RAM for the Customer in respect of any of such Services.
- 8.4 Failure to select and/or complete either of RAM's Insurance Option
- Should the Customer fail to indicate and/or complete -
- 8.4.1 the Declared Value for Insurance on the Waybill; and
- 8.4.2 RAM's All Risk Insurance Section;
- then the goods shall be transported at the Customer's sole risk, no insurance shall be taken out and neither RAM nor the TPA shall declare any value to the airline or carrier. Except to the extent that RAM and/or any TPA acted with gross negligence or fraudulent intent, the Customer indemnifies and holds RAM and/or any TPA harmless against any claim that may arise as a result of any failure to disclose the Declared Value for Insurance.
- 8.5 Notification Of Loss
- 8.5.1 The Customer agrees and undertakes to –
- 8.5.1.1 notify RAM and/or any TPA immediately upon discovery of any Loss, but in any event not later than 7 (seven) days after delivery or anticipated delivery of the Shipment in accordance with the Waybill;
- 8.5.1.2 provide complete written details describing the Loss by not later than 7 (seven) days after the discovery of the Loss;
- 8.5.1.3 provide RAM and/or any TPA and their insurers (if applicable), immediately upon their request, with such additional information concerning the circumstances of the Loss as they may request in the investigation, mitigation or restoration of such Loss, including affirmative written proof of the Loss subscribed and sworn to by the Customer and substantiated by the books, records and accounts of the Customer.
- 8.5.2 The Customer agrees -
- 8.5.2.1 that any claim against RAM and/or any TPA shall expire and be forever barred if not sued upon within 3 (three) years after the date of the act or omission by RAM or and/or the TPA that is the cause of the claim;
- 8.5.2.2 to maintain a record of all Property placed in any Parcel and to promptly and diligently assist RAM and/or any TPA and/or their insurers to establish the identification of any Property lost, mutilated or damaged in any Shipment and to unremittingly take such other steps as may be necessary to assure the maximum amount of salvage at a minimum cost;
- 8.5.2.3 that unless such written notice of a Loss shall have been given within the above time periods as specified
- in 8.5.1, all claims in respect of such Loss shall be deemed to have been waived.
- 8.5.3 To the extent that RAM and/or any TPA is liable for a Loss pursuant to this Agreement and, to the extent that the Customer has submitted to RAM and any TPA proof of the Loss, RAM and/or any TPA shall pay, to the extent of its liability hereunder, said claim to the Customer in the same legal currency as set forth in the Declared Value for Insurance Section on the Waybill, subject to the terms of this Agreement.
- 8.5.4 Upon such settlement of any Loss, RAM and/or any TPA or their insurers shall become subrogated, to the extent of such payment to all of the Customer's rights of recovery against any responsible party in respect of such Loss. The Customer undertakes to execute and deliver all documents required by RAM and/or any TPA or their insurers, and to co-operate and assist them fully in connection with the prosecution of such rights, including but not limited to the maintenance of any legal proceeding in the Customer's name. The Customer further undertakes that neither it nor its Personnel shall do anything to prejudice these rights.
- 9 ADDITIONAL INFORMATION
- 9.1 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 Consignors or Consignees (other than Customer).
- 9.2 The Customer -
- 9.2.1 shall be solely responsible to any such Consignor or Consignee 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
- 9.2.2 agrees to indemnify RAM and/or any TPA from and against any such Loss by any such Consignor or Consignee, ;
- 9.2.3 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;
- 9.2.4 agrees to hold harmless and indemnify RAM and/or any TPA from any Loss arising from the 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.
- 9.3 RAM reserves the right to charge a reasonable fee for any additional work necessitated by any inaccurate, incomplete or out of date data or erroneous or incomplete Waybills supplied by or on behalf of the Customer where such work is necessary to enable RAM to render the Services in accordance with this Agreement.
- 9.4 Pending completion of the work contemplated in 9.3, neither RAM nor any TPA shall be liable for any



- consequential delay, failure or damages resulting from any inaccurate, incomplete or out of date data or erroneous or incomplete instructions supplied by or on behalf of the Customer.
- 9.5 RAM and/or any TPA 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.
- 9.6 Should the Customer fail to specify the required Service on the Waybill, then RAM shall be entitled to assume and the requested service shall be deemed to be the Next Day (17:00) Service, and RAM shall be entitled to charge the Customer for said Service.
- ## 10 LIABILITY, WAIVER AND INDEMNITY
- 10.1 Notwithstanding anything to the contrary herein contained, neither RAM nor any TPA shall be liable under any circumstances whatsoever, for any –
- 10.1.1 Loss, in relation to any Shipment or any document shipped therewith, unless –
- 10.1.1.1 due to gross negligence by RAM or any TPA or due to a breach of any of their respective duties; or
- 10.1.1.2 the Customer has selected RAM's "All Risks Insurance", provided that if the Customer has selected RAM's "All Risks Insurance" then the extent of such Insurance shall be limited to the provisions of 8;
- 10.1.2 non-performance or delay, unless caused by RAM or any TPA's gross negligence or breach of any their respective duties;
- 10.1.3 shortage or mysterious disappearance or unexplained Loss to the Property within any Shipment described herein; or
- 10.1.4 Loss to any Shipment of illegal or prohibited Property;
- 10.1.5 Loss arising from the negligence or wilful misconduct of the Customer or its Personnel; or
- 10.1.6 Loss to the Shipment or its contents resulting from –
- 10.1.6.1 ordinary leakage, ordinary loss in weight or volume, shrinkage, or ordinary wear and tear; or
- 10.1.6.2 inherent vice, defect or nature of the Shipment or its contents;
- 10.1.7 Loss occasioned and/or caused by breach of, or the failure of the 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 TPA's obligations; or
- 10.1.8 Loss resulting from the delivery of a Shipment to the Consignee despite a written special instruction on the reverse side to hold the Shipment until receipt of written release instructions from Customer, it being recorded that the Customer is prohibited from providing instructions on the reverse side of any Waybill;
- 10.1.9 Loss resulting from the failure of the Consignee to pay any amount, including the value of the Property to the Customer or any other party interested therein; or
- 10.1.10 indirect, consequential or incidental Loss, including without limitation, loss of business or profits incurred by the Customer, pursuant to the performance of RAM's Services;
- 10.1.11 Loss to the contents of any Shipment where such Loss occurred as a result of the Parcel being opened and inspected by appraisers, customs officials or relevant authorities or other governmental or quasi governmental authority; or
- 10.1.12 Loss arising while the Shipment is not in RAM's or any TPA's actual physical possession, and RAM and/or any TPA 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
- 10.1.13 Loss to the extent that such Loss is due to the Customer failing to comply with its obligations provided in 5 and/or 6; or
- 10.1.14 Loss to Parcels delivered unopened, intact and with no external signs of damage or tampering; or
- 10.1.15 Loss arising from or as a result of the acts or omissions of the Customer, including, without limitation -
- 10.1.15.1 the late delivery or non-delivery of Shipments to RAM or any TPA;
- 10.1.15.2 information supplied which is incorrect or out of date;
- 10.1.15.3 errors in operating instructions supplied by or on behalf of the Customer.
- 10.2 If, notwithstanding all of the foregoing, a court should nevertheless find that RAM or any TPA is liable to the Customer in any way, such liability for any one Shipment shall not in any event exceed the lesser of the actual damage sustained or the Declared Value for Insurance, as the case may be.
- 10.3 Should No Value be declared in the Declared Value for Insurance Section of the Waybill then RAM or any TPA's liability, if any, shall never exceed the Invoice Value on the Waybill or, the actual damage sustained, whichever is lesser.
- 10.4 Should the Customer declare a Value that is less than its actual value, RAM and/or any TPA shall only be responsible for loss up to, but not exceeding, the Value declared in the Declared Value for Insurance section on the Waybill, in the same proportion that said Value bears to the full actual value of the Shipment.
- 10.5 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 the Customer and a supplementary charge is paid.

10.6 The Customer hereby indemnifies RAM, any TPA 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 this 10, except to the extent that RAM, any TPA and /or their Personnel acted with gross negligence or fraudulent intent

11 RIGHT TO HOLD AND SUSPEND SHIPMENTS

11.1 The Customer hereby grants to RAM the right to -

11.1.1 hold any of the Customer's Shipments which may be in RAM's possession from time to time, for all sums due at any time by the Customer to RAM;

11.1.2 sell such shipments and use the proceeds to make good the debt due to RAM in accordance with applicable Laws.

11.2 RAM shall, without incurring any liability toward the Customer, and until such time as all amounts owing to RAM have been paid together with interest accruing 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.

12 CHANGE IN LAW AND MARKET CONSIDERATIONS

12.1 If at any time during RAM's relationship with the Customer -

12.1.1 any new Law, ruling or regulation is promulgated, given or adopted; or

12.1.2 there are any changes to any present or future Law ruling or regulation; or

12.1.3 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

12.1.4 there is any change in the market considerations which are relevant to RAM relating to the supply of the Services, including -

12.1.4.1 the increase by any relevant governmental or regulatory authority (including the National Bargaining Council for the Road Transport Industry or its successors-in-title) of statutory wages and/or other amounts payable to RAM's Personnel; and/or

12.1.4.2 the increase by the relevant governmental or regulatory authority (including Central Energy Fund or its successors-in-title) of the price of oil, fuel and petrol; and/or

12.1.4.3 airline rates increases or decreases; and/or

12.1.4.4 insurance premium increases or decreases, which would or does -

12.1.4.5 subject RAM to any taxes, duties or other charges in respect of this Agreement or change the basis of taxation of RAM (except for changes in the rate of normal taxation on the overall net income of RAM);

12.1.4.6 impose on RAM any other obligation or condition which requires RAM to incur a cost in respect of the Services supplied;

12.1.4.7 otherwise increase the cost to RAM of supplying the Service in terms of this Agreement or reduce the amount/s received or receivable by RAM hereunder by a sum which RAM, in its discretion, deems material,

then the Customer shall, in addition to the Service Costs, pay to RAM, forthwith on demand while such circumstances continue, such additional amount or consideration which will fully compensate RAM for such additional cost or reduced receipts.

12.1.5 A certificate signed by any director of RAM (whose appointment as such need not be proved) of RAM certifying the additional compensation due by the Customer in terms of 12.1 shall contain reasonable detail as to how such additional compensation is determined and shall, in the absence of manifest error, constitute sufficient evidence of the correctness of such determination.

13 DOMICILE ADDRESS

13.1 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 -

13.1.1 RAM 16 Wrench Road , Isando ,1609, RSA

13.1.2 Customer at the Customer's address stated on the Application / Waybill

13.2 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.

14 INDEPENDENT CONTRACTOR

14.1 RAM is an independent contractor and, as such, the Customer shall not have any authority to bind or commit RAM.

14.2 Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or agency relationship between RAM and the Customer for any purpose.

15 CESSION OF RIGHTS

RAM shall be entitled to cede its rights under the Agreement to any third party by giving the Customer 30 (thirty) days' written notice of such intention and without the written approval or consent of the Customer..

16 TERMINATION OF THE AGREEMENT

16.1 The Customer may cancel or terminate this Agreement at any time by paying an amount ("settlement amount") equal to the aggregate of -

16.1.1 the unpaid balance of the outstanding amount on the Customer's account(s) with the RAM as at that date ("settlement date"); and

16.1.2 all unpaid interest and all other Service Costs due or payable by the Customer in terms of this Agreement up to and including the settlement date.



- 16.2 The Customer may demand to be furnished with a statement specifying the settlement amount, in which event RAM will be obliged to provide such statement, in writing, within 5 (five) business days of the Customer's request.
- 16.3 The statement reflected in clause 16.2 above will only be binding for the date stated and will not include any transactions effected or processed on or after this date and for which the Customer will also be liable.
- 16.4 RAM may cancel or terminate this Agreement at any time by giving the Customer 30 (thirty) days' prior written notice. Upon termination of the Agreement by RAM the Customer must pay RAM upon demand -
- 16.4.1 the unpaid balance of the outstanding amount on the Customer's account(s) with the RAM as at the date of termination; and
- 16.4.2 unpaid interest and all other Service Costs due or payable by the Customer in terms of this Agreement up to and including the date of termination..
- 17 DEFAULT, IMPLICATIONS OF DEFAULT AND PROCESS TO BE FOLLOWED**
- 17.1 The Customer will be in default of this Agreement if –
- 17.1.1 the Customer does not pay any amount payable to RAM under this Agreement on the due date as contemplated in 7.2.1 above; or
- 17.1.2 the Customer breaches any of the terms and conditions of this Agreement or any agreement in terms of which the Customer provided security to RAM, and the Customer fails to remedy the breach within (7) seven days of receiving written notice to do so;
- 17.1.3 any representation or warranty made in connection with this Agreement or any other documents supplied by the Customer is materially incorrect or false;
- 17.1.4 any person who furnished security to RAM in respect of this Agreement (e.g. as surety, guarantor or pledgor), commits any breach of its obligations to RAM in terms of that agreement;
- 17.1.5 the Customer or any person who furnished security in respect of this Agreement-
- 17.1.5.1 being an individual –
- 17.1.5.1.1 publishes notice of the voluntary surrender of his estate or dies;
- 17.1.5.1.2 is placed under administration or commits an act of insolvency as defined in the Insolvency Act 24 of 1936;
- 17.1.5.1.3 has any application or other proceedings brought against or in respect of him in terms of which he is sought to be sequestrated or placed under curatorship, in any event whether provisionally or finally and whether voluntarily or compulsory;
- 17.1.5.2 not being an individual –
- 17.1.5.2.1 is wound up, liquidated, dissolved, deregistered or placed under judicial management, in any event whether provisionally or finally and whether voluntarily or compulsory, or passes a resolution providing for any such event;
- 17.1.5.2.2 is deemed to be unable to pay its debts;
- 17.1.5.2.3 resolves that it voluntarily begin business rescue proceedings or has any business rescue proceedings commenced against it, as contemplated in section 132(1) the Companies Act 71 of 2008;
- 17.1.5.2.4 has a judgment of a competent court against the Customer or any person who has furnished security for the Customer for the attachment of assets or for payment of any amount is not satisfied for more than seven (7) days after the date on which it is issued; or
- 17.1.5.2.5 compromises or attempts to compromise with the Customer's creditors generally or defer payment of debts owing by the Customer to the Customer's creditors.
- 17.2 If the Customer is in default and this Agreement is subject to the NCA, RAM may -
- 17.2.1 give the Customer written notice of such default and may propose that the Customer refer this Agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that the parties resolve any dispute under this Agreement or develop and agree on a plan to bring repayments up to date;
- 17.2.2 commence legal proceedings to enforce this Agreement including exercising its rights in terms of any of the securities and recover collection costs and default administration charges as defined in the NCA if -
- 17.2.2.1 it has given the Customer notice as referred to in clause 17.2.1 above or it has given notice to terminate any debt review process under section 86 of the NCA which may then be underway in respect of this Agreement;
- 17.2.2.2 the Customer is and has been in default under this Agreement for at least 20 (twenty) business days; and
- 17.2.2.3 at least 10 (ten) business days have elapsed since RAM delivered the notice contemplated in clause 17.2.2.1; and
- 17.2.2.4 in the case of a notice in terms of clause 17.2.1, the Customer -
- 17.2.2.4.1 has not responded to that notice; or
- 17.2.2.4.2 responded to the notice by rejecting RAM's proposal.
- 17.3 If the Customer is in default of this Agreement and this Agreement is not subject to the NCA, RAM may exercise its rights, as may be permissible in law and without prejudice to any of RAM's other rights, which include any one or more of the following -
- 17.3.1 suspending the delivery and provision of the Service;
- 17.3.2 demanding immediate payment of overdue amounts;
- 17.3.3 terminating of this Agreement; and
- 17.3.4 enforcing any security furnished in respect of the Agreement.



18 GENERAL

18.1 Sole Agreement

No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. 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.

18.2 Amendment

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.

18.3 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.

18.4 Governing Law

These Terms shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the Laws of the RSA which is applicable to agreements executed and wholly performed within the RSA.

18.5 Costs

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

18.6 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.

18.7 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. For such purpose "writing" shall be deemed to include telefacsimile communications.

18.8 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.

18.9 Auditors' certificate

18.9.1 A certificate signed by RAM's auditors or any director of RAM as to the existence of any amount of indebtedness of the Customer to RAM at any time, as to the fact that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the indebtedness of the Customer to RAM, shall be sufficient proof of the contents and correctness thereof and of the Customer's indebtedness for the purposes of provisional sentence or summary judgment or any other

proceeding against the Customer in any competent court and shall be valid as a liquid document for such purposes.

18.9.2 It shall not be necessary to prove the appointment of the person signing such certificate and such certificate shall be binding on the Customer and shall be deemed to be sufficient particularly for the purpose of any pleading or trial in any action or other proceeding instituted by RAM against the Customer.

18.10 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.

19 CONFIDENTIALITY

Notwithstanding the cancellation or termination of the Services, the Customer shall not disclose to any person or use in any manner whatever RAM's confidential information or Service Costs; provided that the Customer may disclose RAM's confidential information and the existence and contents of this Agreement –

19.1 to the extent required by Law (other than in terms of a contractual obligation of the Customer);

19.2 to, and permit the use thereof by, its employees, representatives and professional advisers to the extent strictly necessary for the purpose of implementing or enforcing this Agreement or obtaining professional advice or conducting its business. It is specifically agreed that any disclosure or use by any such employee, representative or adviser of such confidential or other information for any other purpose shall constitute a breach of this 19 by the Customer.



INFORMATION TECHNOLOGY AGREEMENT

RAM INFORMATION TECHNOLOGY ("RAM-IT")



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1 INTRODUCTION

- 1.1 RAM Transport (South Africa) (Proprietary) Limited, or its subsidiaries ("**RAM**") provides the Customer with certain aspects, in RAM's sole discretion, of the RAM-IT, comprising one or more aspects of –
- 1.1.1 the RAM Hardware;
- 1.1.2 the RAM Software;
- 1.1.3 the RAM Shipper; and/or
- 1.1.4 the RAM Portal,
(collectively the "**RAM-IT**").
- 1.2 Where applicable RAM may, in its discretion, install the RAM Hardware and/or the RAM Shipper at the Customer's premises.
- 1.3 The Customer may use the RAM-IT subject to and in accordance with the following terms and conditions, which define what the Customer may do with the RAM-IT and the Customer's obligations when using the RAM-IT, and contains limitations on warranties and/or remedies and other terms (the "**RAM-IT Agreement**"), as amended by RAM from time to time.
- 1.4 By electronically clicking the "**I Accept**" box, the Customer indicates that it has read, understood, accepts and agrees to be bound by the RAM-IT Agreement, and, in particular, that he/she is aware of all the terms printed in bold.

2 LICENSE

- 2.1 RAM grants the Customer a limited, non-exclusive, non-transferable and non-sub-licensable, revocable license to use the RAM-IT in accordance with the terms of this RAM-IT Agreement. The Intellectual Property Rights in and to the RAM-IT (the "**RAM-IP**") and all other rights to the RAM-IT shall remain with RAM.
- 2.2 The Customer may install and use one copy of the RAM Software on a single computer or network. The Customer may use the RAM-IT in the country in which the Customer is located, only in relation to and for the purposes of the Services provided by RAM to the Customer.
- 2.3 This copy is to be used by only a single user. If the Customer wishes to use the RAM Software

for more users, the Customer will need an additional license for each user.

- 2.4 The Customer has no rights with respect to the RAM-IT or any portion thereof, and shall not use the RAM-IT or any portion thereof, except as expressly set forth herein. Save as explicitly set forth in this Agreement, nothing in this Agreement shall be construed as granting the Customer any right to the RAM-IP.
- 2.5 RAM provides the Customer with the RAM-IT solely for use by the Customer in connection with the Courier Services and any other Services provided by RAM to the Customer in accordance with RAM's Terms and Conditions of Service (the "**Services**"). The Customer acknowledges that he/she has been provided with RAM's Terms and Conditions of Service, which are available on RAM's Website and that he/she has been given an adequate opportunity to read and understand RAM's Terms and Conditions of Service, and, in particular, that he/she is aware of all the terms printed in bold, and that the Customer accepts and agrees to be bound by RAM's Terms and Conditions of Service.
- 2.6 Specifically excluded from the license in this RAM-IT Agreement are any uses or operation of the RAM-IT in connection with any products, systems, applications or hardware other than the Services provided by RAM.
- 2.7 The Customer agrees to be fully responsible for the Customer's own conduct and content while using the RAM-IT and for any consequences thereof.
- 2.8 The RAM-IT is licensed, not sold, although RAM reserves the right to charge the Customer an agreed fee for the RAM-IT in the future.

3 INTELLECTUAL PROPERTY RIGHTS

- 3.1 The RAM-IT is owned by or licensed to RAM and is protected under intellectual property laws and international copyright treaties. RAM has the right to grant the Customer the non-exclusive right to use the RAM-IT in connection with this Agreement.
- 3.2 Nothing in this Agreement shall be construed as granting the Customer any rights of any nature whatever in and to the RAM-IP other than as



expressly provided herein.

3.3 All Intellectual Property Rights which are and/or may be in the possession of and/or owned and/or used by RAM from time to time and all Intellectual Property Rights evidenced by or embodied in attached/related/connected –

3.3.1 to the RAM-IT and Derivative Works thereof; and

3.3.2 in any Intellectual Property created, generated, suggested, made, conceived, developed or reduced to practice, by either RAM or the Customer in the course of performing the activities under this Agreement and relating to the RAM-IP,

shall be owned by or licensed to RAM.

3.4 If by operation of law any part of the RAM IP, is not deemed owned in its entirety by RAM automatically upon its creation, then the Customer hereby agrees to irrevocably grants and assign to RAM all rights, title and interest it may have in and to the RAM -IP produced hereunder.

4 CUSTOMER'S OBLIGATIONS

4.1 The Customer agrees to use the RAM-IT only for purposes that are legal, proper and in accordance with this RAM-IT Agreement and any applicable policies or guidelines issued by RAM to the Customer from time to time. Without limiting the generality of the foregoing, the Customer agrees not to –

4.1.1 reverse engineer, decompile, disassemble, modify or create derivative works of the RAM-IT;

4.1.2 sublicense, lease, rent, assign, distribute, repackage, rebrand, or otherwise transfer or disclose the RAM-IT, any portion thereof, or any accompanying documentation to any third party; or

4.1.3 cause, assist or permit any third party (including an end-user) to do any of the foregoing;

4.1.4 upload, post, email or transmit or otherwise make available content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless the Customer is the owner of the rights or has the

prior written permission of the owner to do so;

4.1.5 use the RAM-IT or other content for any illegal or unauthorized purpose;

4.1.6 remove or alter any copyright, trademark or other proprietary rights notices contained in the RAM-IT or any other RAM content; or

4.1.7 transmit any viruses, worms, defects, Trojan horses, or any other items of a harmful or destructive nature.

4.2 The Customer shall not, at any time, divulge or disclose to any third party (except as may be required by law), any of the information divulged to the Customer pursuant to signing this Agreement for access and/or use of the RAM-IT.

4.3 The Customer shall take out and maintain insurance in respect the RAM-IT against loss or damage caused by fire, theft, riot, storm, strikes, malicious damage, water, rainwater and explosion.

5 USE OF RAM-IT FOR PURPOSES OF RAM SERVICES

5.1 Any transmission of a RAM Online Waybill by the Customer shall be deemed to be a written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act, 25 of 2002.

5.2 Notwithstanding that the RAM Online Waybill is not physically signed by the Customer, upon electronic transmission thereof to RAM using the RAM-IT –

5.2.1 the Customer shall be requesting and authorising RAM to provide the Services specified on the RAM Online Waybill in accordance with and subject to RAM's Terms and Conditions of Service; and

5.2.2 RAM shall be entitled to act in accordance with the instructions contained in such RAM Online Waybill.

5.3 **The Customer warrants that the information furnished by the Customer when completing and submitting any RAM Online Waybill shall be accurate, true and complete in all aspects.**



5.4 Should the Customer be located outside of South Africa, then the Customer agrees to comply with any laws, rules or regulations in the Customer's jurisdiction or in the location of the Customer's web server regarding online conduct and acceptable content, including laws regulating the export of data to South Africa or the Customer's country of residence.

6 TERM AND TERMINATION

6.1 Subject to this clause, this RAM-IT Agreement shall continue for as long as the Customer continues to use any aspect of the RAM-IT and the RAM-IT remains on the Customer's premises and/or installed on the Customer's computer or network.

6.2 However, this License will terminate automatically without notice from RAM if the Customer fails to comply with any of its terms or conditions or if the Customer ceases to use the Services of RAM.

6.3 In addition, RAM reserves all rights to terminate the RAM-IT Agreement and discontinue the Customer's access to the RAM-IT at any time, at RAM'S sole discretion, for any reason, with or without notice.

6.4 Upon the expiry or termination of this RAM-IT Agreement for any reason the Customer shall remove from its computers and/or networks, and destroy, all copies of the RAM Software.

6.5 The Limitations of Warranties and Liability set out below shall continue in force even after any termination.

6.6 Upon the expiry or termination of the RAM-IT Agreement for any reason –

6.6.1 all license rights granted herein shall terminate; and

6.6.2 the Customer shall immediately cease all use of the RAM-IT.

6.7 The expiry or termination of this RAM-IT Agreement will not affect the provisions of this RAM-IT Agreement that expressly provide that they will operate after any such expiry or termination, or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.

7 LIMITATION OF WARRANTIES AND LIABILITY

The Customer assumes all responsibility and risk for the use of the software and RAM disclaims all liability for any loss, injury or damage resulting from use of this product, whether direct or indirect, unless due to gross negligence by RAM.

8 RISK

8.1 Any content or material downloaded or uploaded or otherwise obtained through the RAM-IT is done at the Customer's own discretion and risk.

8.2 **The Customer will be solely responsible for any damage to the Customer's computer system/network or any loss of data that may result from the download or upload of any such content or material or the use of the RAM-IT.**

9 INDEMNIFICATION

The Customer agrees to indemnify and hold harmless RAM, and its subsidiaries, affiliates, officers, agents, and employees, advertisers, licensors, and partners, from and against any third party claim arising from or in any way related to the Customer's use of the RAM-IT, violation of this RAM-IT Agreement or any other actions connected with use of any content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, RAM will provide the Customer with written notice of such claim, suit or action.