



Annexure 01

Interpretation Schedule & Glossary of Terms

RAM Transport (South Africa) Proprietary Limited



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1 INTRODUCTION

1.1 General

In this Schedule –

- 1.1.1 the headings of the clauses are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof;
- 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 second column have the meanings stated opposite them in the third column, as follows -

1.2 Parties

1.2.1	“Credit Approved Customer”	a Customer who has completed an Application to Provide Courier Services , whether on RAM’s IT Platform or manually and which Application has been successfully approved and signed by RAM in writing;
1.2.2	“Customer”	the Customer(s) and/or Shipper(s) who instructs RAM to provide the Service/s and which is the User of RAM’s IT Platform and includes such person's duly authorised representative(s);
1.2.3	“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 South Africa including any RAM Associate, as the case may be;
1.2.4	“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;
1.2.5	“RAM Group”	RAM and any subsidiary of RAM from time to time;
1.2.6	“RAM International”	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	“Receiver”	the Receiver (Consignee) of a Shipment as specified on the Shipping Instruction;
1.2.8	“Sender”	the Sender (Consignor) of a Shipment as specified on the Shipping Instruction;
1.2.9	“Shipper”	the Sender (Consignor) of a Shipment that instructs RAM to deliver the Shipment to the Receiver as specified on the Shipping Instruction;
1.2.10	“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, including air freight service providers;
1.2.11	“User”	the Shipper(s) and/or Customer(s) authorised to use the RAM IT Platform and to exchange communications and, where applicable, includes such person's duly authorised representative(s);

1.3 Definitions

1.3.1	“Business Day”	any day other than a Saturday, a Sunday or Public Holiday;
1.3.2	“Business Hours”	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;
1.3.3	“Calendar Month”	each month of the Gregorian Calendar;
1.3.4	“Communication”	communications between User and RAM exchanged by means of an <i>e-communication</i> , fax, telephone, call centre and such other means of communication RAM may allow or use from time to time;



1.3.5	"Courier Service/s"	the collection, storage, transportation and delivery of Parcels;
1.3.6	"Criminal Loss"	loss pursuant to Armed Robbery, Hijack, Theft, Fraud or other form of criminal loss;
1.3.7	"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 Parcel from the Shipper;
1.3.8	"Days"	shall be construed as Calendar Days unless qualified by the word " Business ", in which instance a " Business Day " shall have the meaning ascribed to it in 1.3.1;
1.3.9	"Delivery Exclusions"	<p>a non-delivery or failed delivery pursuant to or as a result of –</p> <ul style="list-style-type: none"> (i) the late delivery or non-delivery of Parcels by the Shipper to RAM which shall include any Parcel received by RAM after an agreed Cut-Off Time; or (ii) RAM being specifically prevented by the Shipper or the intended Receiver to ship or receive the Parcel; or (iii) a specific instruction from the Shipper or the intended Receiver; or (iv) the Shipper furnishing RAM with an Incorrect Shipping Instruction; or (v) a specific redirect instruction from the Shipper or the intended Receiver in terms of which the Parcel is redirected from the delivery address specified on the Shipping Instruction to an alternative delivery address or back to the Sender; or (vi) the Receiver refusing to accept the Parcel, because, <i>inter alia</i>, the order has been cancelled by the Receiver and RAM has - <ul style="list-style-type: none"> a. either received a signed Shipping Instruction specifying that the Receiver refuses to accept the Parcel; or b. furnished an <i>e-communication</i> that RAM has attempted the delivery and the Receiver is not available or refused to accept the Parcel or the order is an incorrect duplicate order; or (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 (viii) the Receiver's is unable to provide any specified documentation necessary to complete delivery, including KYC Documentation; or (ix) errors in the Shipping Instructions supplied by or on behalf of Shipper; or (x) failure to comply with any reasonable operating documentation or other reasonable instructions furnished by RAM to Shipper in writing from time to time;
1.3.10	"Dispatch"	dispatching of the relevant order from the RAM Warehouse into the RAM Distribution but shall not include Delivery of the Parcel;
1.3.11	" <i>force majeure</i> "	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 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;
1.3.12	"GRV"	Goods Received Voucher which shall be in the form of an acknowledgement of receipt



		by the relevant Receiver;
1.3.13	“Incorrect Shipping Instruction”	shall include, <i>inter alia</i> , where the Shipper provides RAM with a Shipping Instruction either by <i>e-communication</i> or on a Waybill, where such Shipping Instruction contains incorrect, inaccurate, mistaken, incomplete, out of date or erroneous information, including – (i) no street number or incorrect street number; (ii) no building or complex name or incorrect building or complex name; (iii) no delivery address or incorrect delivery address; (iv) no contact details or incorrect contact details; (v) any address which is incapable of being geo-located; (vi) any Parcel where RAM cannot contact the relevant representative of the Receiver as the relevant Receiver is not available;
1.3.14	“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;
1.3.15	“Non-Business Day”	Saturdays, Sundays or Public Holidays in South Africa;
1.3.16	“Parcel”	sealed envelopes, flyers, parcels, packages, boxes, cartons, pallets or containers packed by or on behalf of the Shipper and tendered for Services by RAM;
1.3.17	“Personnel”	in relation to any Party, their shareholders, directors, employees, personnel or franchisees;
1.3.18	“POD”	“Proof of Delivery” - an acknowledgment of receipt which shall be in the form of – i. an acknowledgement of delivery on the Shipping Instruction or Waybill signed by the Receiver or its duly authorised Personnel; or ii. a confirmation of delivery on the Shipping Instruction or Waybill authorised by an OTP on the RAM IT Platform; iii. an <i>e-POD</i> ; or iv. RAM’s standard form POD from time to time; or v. such alternative proof of delivery reasonably acceptable in the courier industry;
1.3.19	“Prohibited Item”	any Prohibited Item set out in the PROHIBITED ITEMS SCHEDULE ;
1.3.20	“Property”	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 Parcel which are being tendered for the Service;
1.3.21	“Restricted Item”	any Restricted Item set out in the RESTRICTED ITEMS SCHEDULE ;
1.3.22	“Service/s”	the Services to be provided by RAM in terms of this Agreement, including Warehousing, Courier, Distribution Services or other Logistics Services;
1.3.23	“Shipment”	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;
1.3.24	“Shipping Instruction”	a Shipping Instruction, whether in document or electronic format, furnished to RAM which shall include, <i>inter alia</i> - (i) Sender / Consignor Details;



		<ul style="list-style-type: none"> (ii) Receiver / Consignee Details; (iii) Service Request; (iv) Liability Option (if applicable); (v) Shipment Information, including weight and dimensions; (vi) Description of Goods;
1.3.25	“Valuable Cargo”	<p>a consignment, which contains one or more of the following articles –</p> <ul style="list-style-type: none"> (i) any article having a declared value for carriage of US\$1,000 or more per gross kilogram; (ii) gold bullion (including refined or unrefined gold in ingot form), <i>dore</i> 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); (iii) legal banknotes, securities, shares and share coupons, traveller's cheques, stamps and ready for use bank cards and/or credit cards; (iv) diamonds (including diamonds for industrial use), rubies, emeralds, sapphires; opals and real pearls (including cultured pearls); (v) jewellery consisting of diamonds, rubies, emeralds, sapphires, opals and real pearls (including cultured pearls); (vi) jewellery and watches made of silver and/or gold and/or platinum; (vii) articles made of gold and/or platinum, other than gold and/or platinum plated;
1.3.26	“Warehouse”	any RAM Warehouse, operated or controlled by RAM which provides any of the Services to a Customer;
1.3.27	“WMS”	Warehouse Management Services including the receiving, warehousing, picking, packing and dispatch of Customer’s Products;
1.3.28	“Waybill”	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	“InfoSlips”	<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 interesting service and operational reports and trends;
1.4.2	“Increase Event”	<p>shall mean –</p> <ul style="list-style-type: none"> (i) any new law, ruling or regulation is promulgated, given or adopted; or (ii) there are any changes to any present or future law, ruling or regulation; or (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 (iv) there is any material change in the market considerations which are relevant to, logistics, transportation and courier services sector, including – <ul style="list-style-type: none"> a. airline rates / surcharges increases or decreases; and/or b. the increase by any relevant governmental or regulatory authority



		<p>(including the NBCRFLI or its successors-in-title) of statutory wages and/or other amounts payable to RAM's Personnel; and/or</p> <p>c. insurance premium increases; and/or</p> <p>d. the implementation and/or increase in Toll Fees;</p> <p>e. minimum transport standards imposed by any Regulatory Authority,</p> <p>which would or does –</p> <p>(v) 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);</p> <p>(vi) impose on a Party any other obligation or condition which requires such Party to incur a material additional cost in respect of the Services;</p>
1.4.3	"Ordinary Work Hours"	9 (nine) Hours per day for all Business Days;
1.4.4	"Overtime"	all hours of work in excess of Ordinary Work Hours, including Non-Business Days ;
1.4.5	"Overtime Cost"	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	"Prime Rate"	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 First National Bank of South Africa Limited 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	"Surcharges"	the various surcharges payable in respect of the Services, which include -
		Extraordinary Service Surcharges the Extraordinary Service Surcharges specified in 5.1;
		General Surcharges the General Surcharges specified in 5.2;
		Variable Fuel Surcharge the Variable Fuel Surcharges specified in 5.3;
1.4.8	"Tax"	all income tax, secondary tax on companies, withholding tax, VAT, donations tax, securities transfer tax, un-certificated securities transfer tax, "pay as you earn", levies, assessments, imposts, deductions, charges and withholdings whatsoever in terms of any tax legislation, and includes all penalties and interest payable in terms of such tax legislation and " Taxation " shall have a corresponding meaning;

1.5 Information Technology Definitions

1.5.1	"e-communication"	a communication in the form of a data message as defined in the ECT Act and includes communications exchanged by means of the RAM IT Platform, email and mobile phone (e.g. WIG, WAP, sms);
1.5.2	"e-POD"	a digitally signed acknowledgment of receipt by the Receiver or its duly authorised Personnel on RAM's Mobile and transmitted to RAM's IT Portal;
1.5.3	"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;



1.5.4	“IT”	Information Technology;
1.5.5	“Intellectual Property Rights”	intellectual property or proprietary rights of any kind or description anywhere in the world, including, without limitation (i) 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; (ii) related registrations and applications for registration; (iii) trade secrets, moral rights or publicity rights; (iv) 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) and 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; and (g) user documentation, help files or training materials; and (v) goodwill related to any of the foregoing;
1.5.6	“Mobile Computers”	Mobile Computer hardware provided by the RAM Group 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;
1.5.7	“OTP”	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;
1.5.8	“.pdf”	portable document format;
1.5.9	“RAM Hardware”	any computer hardware, terminal/s or printers owned and/or controlled by RAM and installed at the Customer’s premises to be used by the Customer / User in connection with the RAM-IT;
1.5.10	“RAM-IT”	collectively and/or individually, as the case may be, the RAM Hardware and the RAM Software;
1.5.11	“RAM IT Platform”	shall include, the RAM Website, the RAM Portal, the RAM Hardware and the RAM software;
1.5.12	“RAM Mobile”	RAM’s Mobile Electronic Handheld Device which shall be used by RAM’s Personnel in providing the Services;
1.5.13	“RAM Portal”	RAM’s web based portal (incorporating the RAM Shipper module) which shall facilitate the User to process, <i>inter alia</i> , the following transactions – (i) Obtaining Quotations; (ii) Track & Trace (Searching for Consignments); (iii) Generating Reports; (iv) RAM Shipper Applications;
1.5.14	“RAM Shipper”	RAM’s IT Software accessed by the User for the purpose of, <i>inter alia</i> – (i) completing/consigning Parcels by means of a Shipping Instruction or on RAM’s Waybill/s;



		<ul style="list-style-type: none"> (ii) furnishing the Shipping Instruction or RAM Waybill/s to RAM either at the time of collection of the Shipment or by <i>e-communication</i>; (iii) printing manifests and reconciling manifest shipments for collection by RAM; (iv) loading and editing specific customer data base relating to the relevant User in accordance with instructions and the consent of User;
1.5.15	"RAM Software"	the computer software developed and owned and/or controlled by RAM used in connection with the RAM IT Platform;
1.5.16	"RAM Website"	RAM's Website on the world wide web being URL – www.ram.co.za , (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;
1.5.17	"sms"	short message service;
1.5.18	"User ID&PIN"	a User's personal RAM identification number and internet pin number which must be used to access the RAM IT Platform;

1.6 Legislative Definitions

1.6.1	"COIDA"	Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)
1.6.2	"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;
1.6.3	"CPA"	Consumer Protection Act, 2008 (Act 68 of 2008);
1.6.4	"ECT Act"	Electronic Communications and Transactions Act, 2002 (Act 25 of 2002);
1.6.5	"FICA"	Financial Intelligence Centre Act, 2001 (Act 38 of 2001);
1.6.6	"KYC"	Know Your Client;
1.6.7	"KYC Documentation"	KYC Documentation required for FICA or RICA, which may include and Identification Document and/or Proof of Residence;
1.6.8	"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 or Shipping Instruction may be executed;
1.6.9	"NBCRFLI"	The National Bargaining Council for the Road Freight and Logistics Industry;
1.6.10	"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;
1.6.11	"NCA"	National Credit Act, 2005 (Act 34 of 2005);
1.6.12	"OHSA"	Occupational Health and Safety Act, 1993 (Act 85 of 1993);
1.6.13	"POPI"	Protection of Personal Information Act, 2013 (Act 4 of 2013);
1.6.14	"Public Holidays Act"	Public Holidays Act, 1994 (Act No 36 of 1994);



1.6.15	"Public Holiday"	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;
1.6.16	"RICA"	Regulation of Interception of Communications and Provision of Communication-related Information Act, 2002 (Act 70 of 2002);
1.6.17	"SANParks"	South African National Parks, a statutory institution in terms of the National Environmental Management: Protected Areas Act no 57 of 2003;
1.6.18	"South Africa"	the Republic of South Africa;
1.6.19	"VAT Act"	Value Added Tax Act, 1991 (Act 89 of 1991);

2 SERVICE DEFINITIONS, DELIVERY TIMES & AREA DEFINITIONS

2.1 Demand Services

Demand Services	Service Type Code	Delivery Times
SAME DAY	SD	Same Day as Collection
EARLY BIRD 09:00	EB09H00	NBD 09:00
NEXT DAY 11:00	ND11H00	NBD 11:00
NEXT DAY 17:00	ND	NBD 17:00

2.2 Distribution Services

Distribution Services	Service Type Code	Delivery Times
EXPRESS ROAD	XR	24-48 hours from Collection
ECONOMY SERVICE	ES	48-72 hours from Collection

2.3 Special Services

Special Services	Service Type Code	Delivery Times
VALUABLE CARGO	VC	24-48 hours from Collection

2.4 International Services

International Services	Service Type Code	Delivery Times
INTERNATIONAL DOCUMENTS	Int'l Document	Delivery within 2 to 3 Business Days to most major destinations in Africa, Europe, Asia and the USA
INTERNATIONAL PARCELS	Int'l Parcel	Delivery within 2 to 3 Business Days to most major destinations in Africa, Europe, Asia and the USA

3 RAM AREA & ZONE DEFINITIONS & SERVICE DAYS

3.1 General Area & Zone Definitions

	Code	Definition	Locality
3.1.1	"L"	Local	a collection and delivery from the same RAM Hub;
3.1.2	"M"	Main	any collection from one RAM Hub for delivery to another metropolis where RAM has a Hub;
3.1.3	"R"	Regional	any collection or delivery from a RAM Hub to a Regional Zone specified on RAM's Zone List;
3.1.4	"FO"	Far Outlying	any collection or delivery from a RAM Hub to a Far Outlying Zone specified



			on RAM's Zone List;
3.1.5	"Day"	"Service Days"	the Service Days specified on RAM's Zone List, being RAM's reference as to which Days the relevant Zone is Serviced;
3.1.6	"ZL"	"Zone List"	RAM's Zone List which available on RAM's Website, as amended from time to time, which Zone List sets out, inter alia <ul style="list-style-type: none"> i. Suburbs, Area and Postal Code in South Africa; ii. Latitude and Longitude of the Zones; iii. RAM's reference as to whether the relevant Zone constitutes a Local, Main or Regional Zone; iv. RAM's Hub which shall Service the relevant Zone; v. RAM's reference as to whether such Zone constitutes a High Risk Area and/or a Far Outlying Zone vi. RAM's Service Days vii. the approximate time window for the Servicing of such Zone;

3.2 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.

3.3 Service Days

3.3.1 Notwithstanding the General Area and Zone Definitions referred to in 3.1, RAM only provides Services to certain Zones on specified Service Days as contemplated on RAM's Zone List.

3.3.2 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.

3.4 Regional Destinations

Subject to 3.3, 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 Parcel, as measured in metric grams / kilograms;
4.1.2	"C&D Costs"	the collection, transport and delivery costs payable by the Shipper 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;
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, the details of which are set out in the <u>Full Liability Option Schedule</u> ;
4.1.5	"Liability Charge"	the Liability Charge set out and calculated in accordance with the " Liability Charge " in the Service Costs Schedules;
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 the Shipper to RAM relating to the provision of the Services by RAM, as may be amended from time to time;
4.1.8	"Service Costs Schedule" or	the Service Costs Schedule incorporating the various Service Costs and other costs in respect of the Services rendered by RAM to the Shipper, which Service



	"SCS"	Costs Schedule shall be deemed to be incorporated into this Agreement;
4.1.9	"VAT"	value added tax in terms of the VAT Act;
4.1.10	"Volumetric Factor"	the Volumetric Factor specified on the Service Costs Schedule;
4.1.11	"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 – $\{(Length (cm) \times Breadth (cm) \times Height (cm))/Volumetric Factor\}$;
4.1.12	"WMS Fee"	the Warehouse Management Fee payable for Warehouse Management Services;

5 SURCHARGES

5.1 Extraordinary Surcharges

5.1.1	"AA"	"Arms & Ammunition Surcharge"	Surcharge in relation to the Collection and/or Delivery of a Parcel containing Arms and/or Ammunition;
5.1.2	"AHC"	"After Hours Collection Surcharge"	Surcharge in relation to the Collection of any Parcel after 17:00;
5.1.3	"AHD"	"After Hours Delivery Surcharge"	Surcharge in relation to the Delivery of any Parcel after 17:00;
5.1.4	"AV"	"Armoured Vehicle Surcharge"	Surcharge in relation to the Collection and/or Delivery of a Parcel by means of an Armoured Vehicle or Armed Escort;
5.1.5	"CC"	"Cold Chain Surcharge"	Surcharge in relation to the provision of a Cold Chain Service;
5.1.6	"DA"	"Drive Away Surcharge"	Surcharge in relation to the provision of all or a portion of the Courier Service on a specific Drive Away Instruction;
5.1.7	"EMB"	"Embassy Surcharge"	Surcharge in relation to the Collection and/or Delivery of a Parcel to an Embassy;
5.1.8	"FO"	"Far Outlying Surcharge"	Surcharge in relation to collection and/or delivery of a Parcel to or from a Far Outlying Zone which is generally further than 150 kilometres from such RAM Hub as specified on RAM's Zone List;
5.1.9	"ISI"	"Incorrect Shipping Instruction Surcharge"	Surcharge arising from an Incorrect Shipping Instruction;
5.1.10	"NBDS"	"Non-Business Day Surcharge"	Surcharge in relation to collection and/or delivery of a Parcel on a Non Business Day;
5.1.11	"P108"	"P108 Surcharge"	Surcharge ensuring compliance with Part 108 of the Civil Aviation Regulations, 2011 as amended, the South African Technical Standards Air Cargo Security 108, applicable parts of the National Aviation Security Programme as well as any other relevant aviation security regulations;
5.1.12	"RAS"	"Restricted Area Surcharge"	Surcharge in relation to the actual cost payable to access a restricted area for collection or delivery within such 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;
5.1.13	"TDR"	"Tender Surcharge"	Surcharge in relation to collection and/or delivery of a Tender, RFP, RFQ or RFI to a specified Tender Box or designated Receiver;



5.2 General Surcharges

5.2.1	"HR"	"High Risk Area Surcharge"	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;
5.2.2	"KYC"	"KYC 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;
5.2.3	"WS"	"Waybill Surcharge"	Waybill Surcharge set out and calculated in accordance with the "Waybill Surcharge" in the Service Costs Schedule;

5.3 Variable Fuel Surcharges

5.3.1	"VFS"	"Variable Fuel Surcharge"	RAM's 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 and published on RAM's Website ;
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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. Accordingly, by way of example, should RAM receive the relevant Parcel for –
 - 6.2.1.1 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;
 - 6.2.1.2 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.
- 6.2.2 If a delivery is not completed within the prescribed time due to circumstances which are out of RAM's control, including any **Delivery Exclusion/s** or **Incorrect Shipping Instruction/s**, then the relevant delivery shall not fall within the calculation of the service level requirement.

7 INTERPRETATION

- 7.1 The terms "holding company" and "subsidiary" shall bear the meaning assigned to them in the **Companies Act**.
- 7.2 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.
- 7.3 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 re-amended from time to time.
- 7.4 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 Public Holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday.
- 7.5 Any schedule or annexure to this Agreement shall, save where the context indicates otherwise, form part of this Agreement.
- 7.6 Where any term is defined within a particular clause or any Waybill, Shipping Instruction, Annexure or Schedule, other than this Interpretation Schedule, the term shall bear the meaning ascribed to it in that clause, Waybill, Shipping Instruction, Annexure or Schedule wherever it is used in this Agreement.
- 7.7 The use of the words "include", "includes", "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.





- 7.8 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.
- 7.9 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.
- 7.10 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. PROHIBITED ITEMS SCHEDULE

1 INTERPRETATION


- 1.1 Clause headings in this **Schedule** are inserted for convenience only and shall not be used in its interpretation.
- 1.2 The provisions relating to interpretation in **RAM's T&C's**, **RAM's Interpretation Schedule**, the **Shipping Instruction**, the **Waybill** and on **RAM's IT Platform** shall apply and the expressions defined in **RAM's T&C's**, **RAM's Interpretation Schedule**, the **Shipping Instruction**, the **Waybill** and on **RAM's IT Platform** shall bear the same meaning in this **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
"Prohibited Items"	include any items which are likely to cause damage and include - <ul style="list-style-type: none"> any item listed in this Prohibited Items Schedule; any dangerous, noxious, corrosive, flammable or explosive articles; 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 goods that are illegal or prohibited by Law

2 INTRODUCTION

- 2.1 The **Prohibited Items Schedule** sets out which items are **strictly prohibited** for **shipment** by **RAM** on behalf of the **Shipper** and/or **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 the **Shipper** 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
	Box with a hazardous label 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
	Dangerous goods including -  explosives, fireworks, crackers, radioactive materials, swords, knives, axes, chainsaws, anything with a blade larger than 1.5 inches  undisclosed firearms and/or ammunition and/or weapons
	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



I. RESTRICTED ITEMS SCHEDULE

1 INTERPRETATION

- 1.1 Clause headings in this **Schedule** are inserted for convenience only and shall not be used in its interpretation.
- 1.2 The provisions relating to interpretation in **RAM's T&C's**, **RAM's Interpretation Schedule**, the **Shipping Instruction**, the **Waybill** and on **RAM's IT Platform** shall apply and the expressions defined in **RAM's T&C's**, **RAM's Interpretation Schedule**, the **Shipping Instruction**, the **Waybill** and on **RAM's IT Platform** shall bear the same meaning in this **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 Metal Batteries"	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 Restricted Items Schedule ;
"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 the **Shipper** and/or **Customer**, **subject to Special Arrangements, Procedures** and **T&C's**.
- 2.2 The **Shipper** undertakes and agrees that it shall **NOT without RAM's prior written consent**, tender any **Shipment** containing any **Restricted Item**.
- 2.3 Should the **Shipper**, 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 the **Shipper** warrants that such –
- 2.3.1 **Parcel** 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 **Parcel** may be exposed;
- 2.3.1.3 and the **Parcel** shall be accompanied by the necessary declarations and indemnities, if so required;
- 2.3.2 **packaging, warning labels and declarations shall neither exempt the Shipper 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**, the Shipper expressly acknowledging that such **Restricted Items** may not be carried via air cargo.

3 LITHIUM BATTERIES










3.1 IATA Regulations

- 3.1.1 The **Shipper** 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 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 The **Shipper** is referred to RAM’s Lithium Ion Packaging, Shipping and Transport Guidance Document: [**Lithium Battery Guidance Document 2016.**](#)
- 3.2 **Defective and/or Damaged Lithium Batteries**
- 3.2.1 It is important for the **Shipper** 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 the **Shipper’s** behalf.
- 3.3 **Shipper 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 the Shipper**.
- 3.3.2 The Shipper indemnifies and holds **RAM** and/or any **TPA** and/or their Personnel harmless –
- 3.3.2.1 from any **Loss** arising from the Shipper’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 **TPA** having any illegal Shipments and/or unlawfully held Shipments under its control, including all legal costs incurred by **RAM** and/or any **TPA**.
- 3.4 **Additional References**
- 3.4.1 For the **Shipper’s** ease of reference and understanding regarding the IATA regulations and explanations and/or summaries with regard to same, the Shippers 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 [**2016 ICAO Technical Instruction for the Safe Transport of Dangerous Goods by Air; and**](#)
- 3.4.1.2 [**55th Edition IATA Addendum 2014-01;**](#)
- 3.4.1.3 [**56th Edition IATA Addendum 2015-05;**](#)
- 3.4.1.4 [**57th Edition IATA Addendum 2016-01;**](#)
- 3.4.2 Should the **Shipper** have any questions and/or require any explanations regarding any of the references referred to in Clause 3, the **Shipper** is requested to contact **RAM** directly and discuss any issues and/or questions the **Shipper** 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