

ANNEXURE 01.1

INTERPRETATION SCHEDULE

IN RELATION TO

COURIER & LOGISTICS AGREEMENTS

**RAM GROUP
("RAM")**



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1 INTERPRETATION

1.1 DEFINITIONS

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

1.2 PARTIES

1.2.1	“CLIENT” OR “YOU”	CLIENT who instructs any company within the RAM Group to provide Logistics Service/s in terms of any Agreement and which includes - i. the User of RAM’S IT PLATFORM; and ii. the Shipper(s); iii. CLIENT’S or the Shipper’S duly authorised Personnel or representative(s)
1.2.2	“CLIENT GROUP”	all companies, close corporations, partnerships, trusts or any other undertaking which is directly or indirectly affiliated with CLIENT
1.2.3	“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
1.2.4	“RAM LOGISTICS”	RAM HAND-TO-HAND LOGISTICS PROPRIETARY LIMITED t/a RAM HAND-TO-HAND COURIERS® Registration Number 2017/345580/07, a private company incorporated in accordance with the Laws of South Africa
1.2.5	“RAM GROUP”	RAM Logistics, RTSA and any RAM ASSOCIATE from time to time
1.2.6	“RTSA”	RAM TRANSPORT (SOUTH AFRICA) PROPRIETARY LIMITED, Registration Number 1997/009992/07, a private company incorporated in accordance with the Laws of South Africa
1.2.7	“RAM INTERNATIONAL”	RAM International Transport Proprietary Limited, Registration Number 1988/000591/07, a private company incorporated in accordance with the Laws of South Africa
1.2.8	“RAM WAREHOUSE”	any RAM Warehouse, Branch, Hub or Facility, operated or controlled by RAM from which RAM provides any of the Services
1.2.9	“RECEIVER”	the Receiver (Consignee) of a Shipment as specified on the SHIPPING INSTRUCTION
1.2.10	“SENDER”	the Sender (Consignor) of a Shipment as specified on the SHIPPING INSTRUCTION
1.2.11	“SHIPPER”	the Sender (Consignor) of a Shipment that instructs RAM to deliver the Shipment to the Receiver as specified on the SHIPPING INSTRUCTION
1.2.12	“SLA”	any Service Level Agreement entered into between RAM and a SLA Customer
1.2.13	“SLA CUSTOMER”	a Client of RAM who has completed an application to enter a Service Level Agreement (“SLA”), which Application together with the relevant SLA has been successfully approved and signed by RAM in writing
1.2.14	“THIRD PARTY”	any Person who or which is neither a Party, an Affiliate of a Party or in any way related to any Party
1.2.15	“USER”	CLIENT(s) and/or Shipper(s) authorised to use RAM’S IT PLATFORM and to exchange communications and, where applicable, includes such person's duly authorised representative(s)
1.2.16	“3P-SP”	any third-party service provider and/or sub-contractor and/or franchisee selected from time to time by RAM in order to attend to all or certain aspects of the Logistics Service on behalf of RAM including, armored car/truck services, armed guard services, couriers, warehousemen, linehaul, bulk collection and/or commercial airlines/carriers

1.3 GENERAL DEFINITIONS

1.3.1	“APPROVAL”	shall include any approval, consent, authority, license, permit and/or mandate
1.3.2	“BUSINESS DAY”	any day other than a Saturday, a Sunday or Public Holiday
1.3.3	“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





1.3.4	"CALENDAR MONTH"	each month of the Gregorian Calendar
1.3.5	"COLLECTION INSTRUCTION"	<p>a COLLECTION INSTRUCTION, substantially in the form of a SHIPPING INSTRUCTION, where CLIENT requests RAM to collect a Shipment from one of their Customers and/or a third party and either returns the Shipment to the CLIENT or delivers the Shipment to a designated Receiver, which SHIPPING INSTRUCTION shall include, <i>inter alia</i> -</p> <ol style="list-style-type: none"> i. Sender / Consignor Details; ii. Receiver / Consignee Details; iii. Service Request; iv. Liability Option (if applicable); v. Shipment Information, including weight and dimensions; vi. Description of Goods
1.3.6	"COMMUNICATION"	communications between User and RAM exchanged by means of an e-communication, fax, telephone, call centre and such other means of communication RAM may allow or use from time to time
1.3.7	"CONFIDENTIAL INFORMATION"	<p>any information or data which by its nature or content is identifiable as confidential and/or proprietary to the Disclosing Party, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party or which may come to the knowledge of the Receiving Party by whatsoever means. Without limitation, Confidential Information shall include the following, even if it is not marked as being "confidential", "restricted" or "proprietary" (or any similar designation) –</p> <ol style="list-style-type: none"> i. information relating to the Disclosing Party's current and existing strategic objectives and plans for both its existing and future business and its Corporate Opportunities; ii. the financial details of the Disclosing Party's Customers (including credit and discount terms) and the Disclosing Party's relationship with its business associates; iii. the names of prospective Customers of the Disclosing Party and their requirements; iv. information relating to the Disclosing Party's business activities, business relationships, products, services, processes, data and staff; v. information contained in or constituting the Disclosing Party's information technology hardware or software, including hardware or software in the Disclosing Party's possession which is proprietary to third parties and operated by it under lease, loan, license or other agreement and associated material; vi. the Disclosing Party's technical, scientific, commercial, financial and market information and trade secrets; vii. the Disclosing Party's data concerning its business relationships, architectural information, demonstrations, processes and machinery; viii. Intellectual Property that is proprietary to the Disclosing Party or that is proprietary to a third party and in respect of which the Disclosing Party has rights of use or possession, including data relating to Customers of the Disclosing Party; ix. the Disclosing Party's plans, designs, drawings, processes, process maps, functional and technical requirements and specifications; x. information concerning faults or defects in the Disclosing Party's systems, hardware and/or software or the incidence of such faults or defects; xi. agreements to which the Disclosing Party is a party; xii. information relating to the Disclosing Party's network, telecommunications services and facilities including information concerning faults or defects therein or the incidence of such faults or defects; xiii. any and all methodologies, formulae, related information and trade secrets of the Disclosing Party; xiv. the business plans, strategy documents, financial information (including valuations, forecasts and costings) and business process outsourcing knowledge of the Disclosing Party; xv. information relating to any dispute between the Parties resulting from this



		<p>AGREEMENT;</p> <p>xvi. information relating to any fault or defect in any aspect of the business of the Disclosing Party, irrespective of whether the Disclosing Party knows about such fault or defect; and</p> <p>xvii. other matters which relate to the business of the Disclosing Party and in respect of which information is not readily available in the ordinary course of business to a competitor of the Disclosing Party</p>
1.3.8	“CONTROL”	including with correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”) as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities or by contract or otherwise
1.3.9	“COURIER SERVICES”	the collection, storage, transportation and delivery of Shipments
1.3.10	“CRIMINAL LOSS”	loss pursuant to Armed Robbery, Hijack, Theft, Fraud or other form of criminal loss
1.3.11	“CUT-OFF TIME”	an agreed Cut-Off Time specified in any SLA, in terms of which the Parties agree on the last time of any BUSINESS DAY when RAM will receive any Shipment from CLIENT
1.3.12	“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 1.3.2
1.3.13	“DELIVERY EXCLUSIONS”	<p>a non-delivery, attempted delivery or failed delivery pursuant to or as a result of, <i>inter alia</i> –</p> <ul style="list-style-type: none"> i. CLIENT furnishing RAM with an INCORRECT SHIPPING INSTRUCTION; or ii. the late delivery or non-delivery of Shipments by CLIENT to RAM which shall include any Shipment received by RAM after an agreed Cut-Off Time; or iii. RAM being specifically prevented by CLIENT or the intended Receiver to ship or receive the Shipment; or iv. a specific instruction from CLIENT or the intended Receiver; or v. a specific redirect instruction from CLIENT or the intended Receiver in terms of which the Shipment is redirected from the delivery address specified on the SHIPPING INSTRUCTION to an alternative delivery address or back to the Sender; or vi. the Receiver refusing to accept the Shipment, because, <i>inter alia</i>, the order has been cancelled by the Receiver and RAM has - <ul style="list-style-type: none"> ☞ either received a signed SHIPPING INSTRUCTION specifying that the Receiver refuses to accept the Shipment; or ☞ furnished an e-communication that RAM has attempted the delivery and the Receiver is not available or refused to accept the Shipment or the order is an incorrect duplicate order; or 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 designated Receiver is not available at the time of delivery; or ix. the Receiver’s is unable to provide any specified documentation necessary to complete delivery, including KYC Documentation; or x. failure to comply with any reasonable operating documentation or other reasonable instructions furnished by RAM to CLIENT in writing from time to time xi. RAM is unable to either collect or deliver the Shipment due to <i>FORCE MAJEURE</i>; xii. any other reason which specifically prevents RAM from either collecting or delivering within the relevant specified timeframes which is outside of RAM’s control
1.3.14	“DISPATCH”	dispatching of the relevant order from the RAM Warehouse into the RAM Distribution (but shall not include Delivery of the Shipment)
1.3.15	“DOCUMENTATION”	in relation to either Party’s CONFIDENTIAL INFORMATION, any written instructions, drawings, notes, memoranda, records, specifications, characteristics, features, schematics, electrical, blueprints, flow diagrams, mechanicals, and other drawings or documentation owned and/or controlled by the relevant Party and used in connection with the Business



1.3.16	"ETA"	Estimated Time of Arrival
1.3.17	"EXCLUDED LOSS"	<p>shall include any -</p> <ul style="list-style-type: none"> i. loss of profit, liability, damage, shortage, claim, expense, penalty, fine and/or attorney and other professional fee and shall include damages of any kind whatsoever and howsoever arising or caused and whether direct, indirect, exemplary, punitive, consequential or of an incidental nature and whether such Loss arises in contract, delict or otherwise; or ii. loss, in relation to any SHIPMENT or any document shipped therewith, unless due to gross negligence by RAM or any 3P-SP or due to a material breach of any of their respective duties; or iii. any CRIMINAL LOSS, including Loss pursuant to Armed Robbery, Hijack, Theft, Fraud or other form of CRIMINAL LOSS; iv. non-performance or delay, unless caused by RAM or any 3P-SP's gross negligence or material breach of any of their respective duties; v. shortage or mysterious disappearance or unexplained Loss to the Property within any Shipment described herein; or vi. loss to any Shipment of illegal, PROHIBITED PROPERTY or RESTRICTED PROPERTY; or vii. loss arising from the negligence or willful misconduct of CLIENT or its Personnel; or viii. loss to the Shipment or its contents resulting from – <ul style="list-style-type: none">  ordinary leakage, ordinary loss in weight or volume, shrinkage, or ordinary wear and tear; or  inherent vice, defect or nature of the Shipment or its contents; or ix. loss occasioned and/or caused by breach of, or the failure by CLIENT or its Personnel to comply with or fulfil any of its obligations and/or warranties under this AGREEMENT to the extent such breach or failure interferes directly or indirectly, with the performance of RAM's or any 3P-SP's obligations; or x. loss resulting from the delivery of a Shipment to the Receiver despite a written special instruction on the reverse side to hold the Shipment until receipt of written release instructions from Shipper, it being recorded that CLIENT is prohibited from providing instructions on the reverse side of any Shipping Instruction; xi. loss resulting from the failure of the Receiver to pay any amount, including the value of the Property to CLIENT or any other party interested therein; or xii. indirect, consequential, incidental, Loss, including without limitation, loss of business or profits incurred by the Shipper, pursuant to the performance of RAM's Services; xiii. loss to the contents of any Shipment where such Loss occurred as a result of the Parcel being opened and inspected by appraisers, security personnel, customs officials or relevant authorities or other Governmental Body; or xiv. loss to the extent that such Loss is due to CLIENT failing to comply with its obligations provided in this AGREEMENT; or xv. loss to Parcels delivered unopened, intact and with no external signs of damage or tampering; or xvi. loss arising from or as a result of the acts or omissions of the Shipper, including, without limitation loss pursuant to any of the DELIVERY EXCLUSIONS



1.3.18	“FORCE MAJEURE”	any material event beyond the control of a Party which occurrence could not have reasonably been foreseen at the date of the Service Request, and which, despite the exercise of diligent efforts, the relevant Party was unable to prevent, limit or minimise, including, but not limited to, war whether declared or not, revolution, riot, strikes, insurrection, civil commotion, invasion, armed conflict, hostile act of foreign enemy, act of terrorism, sabotage, hijacking, power outage or interruption, radiation or chemical contamination, ionising radiation, act of G-d, plague, serious epidemic, officially declared state of emergency, embargoes, sanctions, power outages, non-availability of raw materials or transport facilities, restrictions or sanctions imposed by any Governmental Body or by <i>force majeure</i> of any description whether or not of the specific nature indicated above
1.3.19	“GRV”	Goods Received Voucher which shall be in the form of an acknowledgement of receipt by the relevant Receiver
1.3.20	“INCORRECT SHIPPING INSTRUCTION”	shall include, <i>inter alia</i> , where CLIENT provides RAM with a SHIPPING INSTRUCTION either by e-communication or on a Waybill, where such SHIPPING INSTRUCTION contains incorrect, inaccurate, mistaken, incomplete, out of date or erroneous information, including – <ul style="list-style-type: none"> 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 address where a delivery point cannot be determined utilising geographic coordinates (longitude and latitude); or vii. any Shipment where RAM cannot contact the relevant representative of the Receiver as the relevant Receiver is not available
1.3.21	“INSOLVENCY EVENT”	the occurrence of any of the following events or circumstances, by either of the Parties - <ul style="list-style-type: none"> i. an order or declaration is made, steps are taken, or a meeting of its trustees, directors or shareholders is convened to consider the passing of a resolution, or a resolution is passed or proposed, for the administration, custodianship, curatorship, bankruptcy, liquidation, winding up, judicial management (whether provisional or final) or deregistration of it or its estate or for the placement of it under business rescue or supervision or for the appointment of a business rescue practitioner; ii. it is unable (or admits inability) to pay its debts generally as they fall due or it is (or admits to being) otherwise insolvent or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or proposes or seeks to make or makes a general assignment or any arrangement or composition with, or for the benefit of, its creditors or a moratorium is agreed or declared in respect of, or affecting, all or a material part of its indebtedness; iii. it takes any proceeding or other step with a view to the general readjustment, rescheduling or deferral of its indebtedness (or any part thereof which it would otherwise be unable to pay when due) or proposes to take any such steps; iv. any receiver, administrative receiver, judicial receiver, judicial manager, administrator, compulsory manager, judicial custodian, business rescue practitioner, curator, trustee in bankruptcy, liquidator or the like is appointed in respect of it or any material part of its assets or it requests any such appointment; v. it becomes subject to any of the proceedings contemplated in chapter 6 of the Companies Act including, without limitation, becoming subject to any business rescue, being regarded as financially distressed or subject to supervision all as defined in chapter 6 of the Companies Act; vi. it is or becomes insolvent or commits any act which, if it were a natural person who is subject thereto, would be an act of insolvency as described in the Insolvency Act or any equivalent legislation in any jurisdiction to which such person is subject; vii. any order, whether provisional or final, is granted for its liquidation, dissolution or winding up or for it to be placed under judicial management, business rescue proceedings or any other equivalent proceedings, whether provisional or final;



		<ul style="list-style-type: none"> viii. it is deemed to be unable to pay its debts in terms of section 345 of the Companies Act; ix. it compromises or attempts to compromise with, or defers or attempts to defer payment of debts owing by it to its creditors generally; x. it suspends payment of all or a material part of (or of a particular type) of its indebtedness to its creditors and/or commences negotiations or the taking of any other step with a view to the deferral, rescheduling or other readjustment of all of (or all of a particular type of) its indebtedness to its creditors and/or it proposes or makes a general assignment or arrangement or composition with or for the benefit of its creditors and/or it agrees or declares a moratorium in respect of or affecting all or a part of its indebtedness; xi. it has any execution, attachment or other proceedings levied or enforced against its assets, unless an application to rescind the relevant execution or attachment order is successfully brought by the relevant Party within fifteen days of having become aware of the relevant execution, attachment or other similar order; or xii. any event occurring or circumstance arising which is analogous to any of the events referred to in i. to iv. above (both clauses inclusive)
1.3.22	“KNOWN SHIPPER”	a known shipper is a party who is known and registered as a trusted sender in accordance with, inter alia, the regulations relating to security for carriage by air on passenger commercial aircraft and all cargo aircraft
1.3.23	“LMDS”	the last mile delivery service being the acceptance, storage, transportation and delivery of Shipments from a RAM appointed Delivery Agent to various Receiver’s in accordance with the Shipping Instruction provided by RAM
1.3.24	“NON-BUSINESS DAY”	Saturdays, Sundays or Public Holidays in South Africa
1.3.25	“OEM”	original equipment manufacturer
1.3.26	“PAPERLESS DELIVERY”	a delivery in which no hardcopy or printed documentation is used. All documentation including POD and KYC Documentation are transmitted electronically
1.3.27	“PARCEL”	sealed envelopes, flyers, parcels, packages, boxes, cartons, pallets or containers packed by or on behalf of CLIENT and tendered for Services by RAM
1.3.28	“PERSONNEL”	in relation to any Party, their shareholders, directors, employees, personnel or franchisees
1.3.29	“POD” OR “PROOF OF DELIVERY”	<p>an acknowledgment of receipt which shall be in the form of –</p> <ul style="list-style-type: none"> i. an acknowledgement of delivery on the SHIPPING INSTRUCTION signed by the Receiver or its duly authorised Personnel; or ii. a confirmation of delivery on the SHIPPING INSTRUCTION authorised by an OTP on RAM’S IT PLATFORM; or iii. an e-POD; or iv. RAM’s standard form POD from time to time; or v. such alternative proof of delivery reasonably acceptable in the courier industry
1.3.30	“PROHIBITED ITEM”	any PROHIBITED ITEM set out in the 01.2 PROHIBITED & RESTRICTED ITEMS SCHEDULE
1.3.31	“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 Shipment which are being tendered for the Service
1.3.32	“RELIEF EVENT”	<p>shall include -</p> <ul style="list-style-type: none"> i. a default by CLIENT of any of its obligations under this AGREEMENT or SLA; ii. a DELIVERY EXCLUSION as defined in this INTERPRETATION SCHEDULE; iii. an INCORRECT SHIPPING INSTRUCTION as defined in this INTERPRETATION SCHEDULE; iv. the acts and/or omissions of any other vendor to CLIENT; or v. a <i>Force Majeure Event</i> as defined in this INTERPRETATION SCHEDULE
1.3.33	“RESTRICTED ITEM”	any RESTRICTED ITEM set out in 01.2 PROHIBITED & RESTRICTED ITEMS SCHEDULE



1.3.34	“SERVICE/s”	the Services to be provided by RAM in terms of this AGREEMENT, including - <ul style="list-style-type: none"> i. C&D Services; ii. Warehousing & Supply Chain Management Services; iii. Courier Services; iv. any other Logistics Services
1.3.35	“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
1.3.36	“SHIPPING INSTRUCTION”	a SHIPPING INSTRUCTION, whether in document or electronic format, furnished to RAM which shall include, <i>inter alia</i> - <ul style="list-style-type: none"> vii. Sender / Consignor Details; viii. Receiver / Consignee Details; ix. Service Request; x. Liability Option (if applicable); xi. Shipment Information, including weight and dimensions; xii. Description of Goods <p>For the purposes of this INTERPRETATION SCHEDULE, a SHIPPING INSTRUCTION shall, where applicable, include a COLLECTION INSTRUCTION</p>
1.3.37	“SIGNATURE DATE”	the date on which this AGREEMENT signed by the Party which is the last signatory
1.3.38	“SIGN”	shall include handwritten signature and/or e-Signature and “signed” shall have the corresponding meaning
1.3.39	“SKU”	a stock keeping unit being a Specified Product identification code, often portrayed as a machine-readable bar code that helps track the item for stock keeping purposes
1.3.40	“TAT”	Turnaround Times
1.3.41	“VALUABLE CARGO”	a consignment, which contains one or more of the following articles – <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), 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); iii. legal banknotes, securities, shares and share coupons, traveler’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
1.3.42	“WAREHOUSE MANAGEMENT SERVICES”	Warehouse Management and Supply Chain Services including the receiving, warehousing, picking, packing and dispatch of CLIENT’s Products
1.3.43	“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
1.3.44	“WRITING”	any hand-written, type-written or printed statement, duly signed by the Authorized Representatives of any Party



1.4 FINANCIAL DEFINITIONS

1.4.1	“EFT”	Electronic Funds Transfer
1.4.2	“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 service and operational reports and trends
1.4.3	“INFOSLIPS FINANCIAL INFORMATION”	<ul style="list-style-type: none"> a. Statements including - <ul style="list-style-type: none"> ☞ Account Age Analysis; ☞ Statement Detail; ☞ Invoices, Debit & Credit Notes with POD’s for each Shipment
1.4.4	“INFOSLIPS OPERATIONAL INFORMATION”	<ul style="list-style-type: none"> a. Summary Report including - <ul style="list-style-type: none"> i. Account Age Analysis; ii. Year to date Summary including- <ul style="list-style-type: none"> ☞ Expenditure; ☞ Total Consignments; ☞ Total Parcels; ☞ Total Chargeable Weight; b. Distribution Analysis including - <ul style="list-style-type: none"> ☞ Top Areas Delivered; ☞ Average Costs; ☞ Key Performance Indicators by Area; ☞ Service Type Summary; ☞ Delivery Hub Summary; ☞ Weight Break Summary
1.4.5	“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, courier or supply chain solutions services sector, including– <ul style="list-style-type: none"> ☞ airline rates / surcharges increase or decrease; and/or ☞ the increase by any relevant Governmental Body or any regulatory authority (including the NBCRFLI or its successors-in-title) of statutory wages and/or other amounts payable to RAM’s Personnel; and/or ☞ insurance premium increases; and/or ☞ the implementation and/or increase in Toll Fees; or ☞ minimum transport standards, including the use of PPE, imposed by any Regulatory Authority, <p>which would or does –</p> <ul style="list-style-type: none"> i. subject any Party to any taxes, duties or other charges in respect of this AGREEMENT or change the basis of taxation of either (except for changes in the rate of normal taxation on the overall net income of any Party); ii. impose on a Party any other obligation or condition which requires such Party to incur a material additional cost in respect of the Services
1.4.6	“ORDINARY WORK HOURS”	9 (nine) Hours per day for all BUSINESS DAYS
1.4.7	“OVERTIME”	all hours of work in excess of Ordinary Work Hours, including Non-BUSINESS DAYS



1.4.8	“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	
1.4.9	“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 RAM’s Bankers in respect of overdraft advances as evidenced by a certificate signed by any manager of the said bank whose authority and appointment it shall not be necessary to prove	
1.4.10	“SURCHARGES”	the various surcharges payable in respect of the Services, which include the -	
		Specialised Delivery Surcharges	Specialised Delivery Surcharges in 5.1
		General Surcharges	General Surcharges in 5.2
		Variable Fuel Surcharge	Variable Fuel Surcharges in 5.3
1.4.11	“TAX”	all forms of taxation, charges, imposts, duties, levies, deductions, withholdings or fees, royalties or contribution of any kind whatsoever, whenever imposed, whether imposed as a result of a person being chargeable to tax, a representative taxpayer, a withholding agent or a responsible third party, including - <ul style="list-style-type: none"> i. income tax, provisional tax, VAT, dividends' tax, donations tax and capital gains tax; ii. unemployment insurance, skills development, payroll or other similar contributions; iii. customs or excise duties; iv. any interest, penalty, additional tax or fine or any other moneys imposed in connection therewith or in connection with the avoidance or evasion thereof; v. all costs and expenses incurred in managing any enquiry or audit or conducting any litigation, dispute process or similar action in relation to taxation, and "TAXATION" shall have a corresponding meaning	
1.4.12	“VAT”	value added tax at the rate specified in the VAT Act	

1.5 INFORMATION TECHNOLOGY DEFINITIONS

1.5.1	“AVT”	RAM’s Address Validation Tool being an online system which allows a User to capture and verify a delivery address. The system validates, autocompletes, cleans and geo-locates the address prior to saving
1.5.2	“BI”	Business Intelligence
1.5.3	BIOMETRICS	a technique of personal identification that is based on physical, physiological or behavioural characterization including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition
1.5.4	“CAV”	RAM’s Central Address Validation tool
1.5.5	“CONFERENCE EQUIPMENT”	conference telephone, video conferencing or similar communication equipment by means of which all persons participating in a meeting can hear each other at approximately the same time
1.5.6	“DATA MESSAGE”	data generated, sent, received or stored by electronic means and includes -
		i. voice, where the voice is used in an automated transaction; and
		ii. a stored record;
		iii. Data Messages as defined in section 1 of the ECT Act
1.5.7	“DERIVATIVE WORK”	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



1.5.8	"E-COMMUNICATION"	<p>an electronic communication in the form of a Data Message as defined in the ECT Act and includes the emission, transmission or reception of information of a Data Message, including, without limitation -</p> <ol style="list-style-type: none"> i. voice, sound, data, text, video, animation, visual images, moving images and pictures, signals or a combination thereof by means of magnetism, radio or other electromagnetic waves, optical, electro-magnetic systems or any agency of a like nature, whether with or without the aid of tangible conduct, but does not include content service; ii. communications exchanged by means of RAM's IT PLATFORM, email, web-services and mobile phone (e.g. WIG, WAP, sms)
1.5.9	"E-POD"	<p>a digitally signed acknowledgment of receipt by the Receiver or its duly authorised Personnel on RAM's Mobile (including Sign-on-Glass) and transmitted to RAM's IT PLATFORM</p>
1.5.10	"E-SIGNATURE"	<p>Electronic Signature utilizing Digital Signature Technology combined with an audit trail, tamper-sealing, authentication and security as contemplated in Section 13(2) of the ECT Act</p>
1.5.11	"GEOLOCATION"	<p>the identification of the real-world geographic location of an object, such as a place of residence, radar source, mobile phone or Internet-connected computer terminal. In its simplest form geolocation involves the generation of a set of geographic coordinates and is closely related to the use of positioning systems, but its usefulness is enhanced by the use of these coordinates to determine a meaningful location, such as a street address</p>
1.5.12	"IT"	<p>Information Technology</p>
1.5.13	"INTELLECTUAL PROPERTY"	<p>all intellectual property rights and interests (whether registered or unregistered and whether capable of protection by registration or not) used by or in connection with the Services, and all equivalent forms of protection, as well as all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from such rights, including the following -</p> <ol style="list-style-type: none"> i. all inventions (whether patentable or unpatentable) and whether or not reduced to practice, all improvements thereto, and all patents, patent applications and patent disclosures, together with all revisions, extensions and re-examinations thereof; ii. all trademarks, devices, logos, service marks, trade dress, trade names (including the Name) and corporate names (including all domain names, internet and intranet names, addresses, icons and other designations useful to identify or locate any Party on a computer network such as the worldwide web), URL (Uniform Resource Locator) together with all translations, adaptations, derivations and combinations thereof, as well as all applications, registrations and renewals in connection therewith; iii. all works capable of copyright, all copyright and all applications, registrations and renewals in connection therewith (where applicable); iv. all know-how, confidential information, trade secrets and business information, including ideas, research and development, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supply lists, pricing and cost information, and business and marketing plans and proposals; v. all patterns, designs, design applications and registrations; vi. all computer software (including modules, applications, routines, scripts and related documentation); vii. 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) & object codes (machine readable format); (b) specifications; (c) manufacturing, assembly, test, installation, service and inspection instructions and procedures; (d) engineering,



		<p>programming, service and maintenance notes and logs; (e) technical, operating and service and maintenance manuals and data; (f) hardware reference manuals; (g) user documentation, help files or training materials; and (v) goodwill related to any of the foregoing;</p> <p>viii. all other proprietary rights; and</p> <p>ix. all copies and tangible embodiments of any of the foregoing, in each instance in whatever form or medium</p>
1.5.14	“LOGISTIX TMS”	the Logistix Transport Management Software utilised by RAM for the Courier Services delivery lifecycle
1.5.15	“MATFLO”	the Matflo Core Warehouse Management System/WCS Application Software utilised by RAM to provide Warehouse Management Services
1.5.16	“MOBILE COMPUTERS”	Mobile Computer hardware provided by RAM to its Personnel for the purposes of attending to their duties, including providing the Courier Service and administrative activities, which Mobile Computers include RAM’s Mobile, Smart Phone, Palm device, Tablet, Laptop or Computer
1.5.17	“OCR”	Optical Character Recognition being the electronic conversion of images of typed, handwritten or printed text into machine-encoded text
1.5.18	“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
1.5.19	“PAPERLESS DELIVERIES”	a delivery in which no hardcopy or printed documentation is used. All documentation including POD, KYC Documentation are transmitted electronically
1.5.20	“.PDF”	portable document format
1.5.21	“QSM”	RAM’s Query & Service Manager which manages the workflow and tasks associated with the resolution of queries and requests related to the delivery of a Shipment
1.5.22	“RAM HARDWARE”	any computer hardware, terminal/s or printers owned and/or controlled by RAM and installed at CLIENT’s premises to be used by CLIENT / User in connection with the RAM -IT
1.5.23	“RAM -IP”	<p>RAM’s Intellectual Property including the -</p> <ul style="list-style-type: none"> i. RAM Technology; ii. RAM Marks; <p>together with all amendments, updates and improvements thereto, which are in the possession of RAM from time to time</p>
1.5.24	“RAM-IT”	collectively and/or individually, as the case may be, RAM’s Hardware and RAM’s Software
1.5.25	“RAM’S IT PLATFORM”	<p>shall mean -</p> <ul style="list-style-type: none"> i. Logistix TMS Software; ii. RAM’s Mobile Software Applications; iii. RAM’s Portal; iv. RAM’S WEBSITE; v. RAM’s Hardware; vi. RAM’s MOBILE; and vii. all the designs, methods, methodology, processes, procedures, specifications, technology, know-how, working instructions, technical data, and all related information required to conduct the RAM Business and provide the Services; <p>including all Derivative Work, amendments and improvements thereto, which are in the possession of RAM from time to time</p>
1.5.26	“RAM MARKS”	the trade marks, names, designs and/or logos whether registered or not, which are owned by or licensed to RAM from time to time
1.5.27	“RAM MOBILE”	RAM’s Mobile Electronic Handheld Device used by RAM’s Personnel to provide the Services
1.5.28	“RAM MOBILE SOFTWARE APPLICATION”	RAM’s Mobile Software Application utilised on mobile electronic handheld devices, including smartphones which are used by couriers in providing the Services



1.5.29	"RAM MOBISITE"	RAM's Receiver Engagement Mobile Application website built for use on a mobile device, which enables real-time, electronic and proactive communication between RAM and the Receiver of the Shipment
1.5.30	"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 – <ul style="list-style-type: none"> i. Obtaining Quotations; ii. Track & Trace (Searching for Consignments); iii. Generating Reports; iv. RAM Shipper Applications
1.5.31	"RAM SHIPPER"	RAM's IT Software accessed by the User for the purpose of, <i>inter alia</i> – <ul style="list-style-type: none"> i. completing/consigning Shipments by means of a SHIPPING INSTRUCTION; ii. furnishing the SHIPPING INSTRUCTION to RAM either at the time of collection of the Shipment or by e-communication; 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
1.5.32	"RAM SOFTWARE"	the computer software developed and owned and/or controlled by RAM used in connection with RAM'S IT PLATFORM
1.5.33	"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
1.5.34	"SMS"	short message service
1.5.35	"USER ID&PIN"	a User's personal identification number and internet pin number which must be used to access RAM's IT PLATFORM

1.6 GENERAL LEGISLATIVE DEFINITIONS

1.6.1	"AMENDED CODES"	the Amended B-BBEE Codes of Good Practice gazetted by the Department of Trade and Industry on 21 October 2013 under Government Gazette No. 36928 in terms of section 9(1) of the B-BBEE Act or any other codes of good practice which are gazetted in terms of section 9(1) of the B-BBEE Act which may be applicable to RAM from time to time
1.6.2	"B-BBEE"	Broad-Based Black Economic Empowerment, as defined in the B-BBEE Act
1.6.3	"B-BBEE Act"	Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
1.6.4	"BEE LEGISLATION"	collectively, the B-BBEE Act, the B-BBEE Regulations, 2016 promulgated thereunder, the Amended Codes, the Road Freight Sub-Sector Code, the Preferential Procurement Policy Framework Act No. 5 of 2000, and the Preferential Procurement Regulations, 2017, promulgated thereunder, and any other law, license, sector code of good practice on B-BBEE, and any other law, license, condition, regulation (mandatory or voluntary) or practice relating to B-BBEE
1.6.5	"COIDA"	Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)
1.6.6	"COMPANIES ACT"	Companies Act, 2008 (Act No. 71 of 2008) and shall include the provisions of the Companies Act, 1973 (Act No. 61 of 1973) that have not been repealed
1.6.7	"CPA"	<u>Consumer Protection Act, 2008 (Act 68 of 2008)</u>
1.6.8	"DMA"	Disaster Management Act, 2002 (Act No. 57 of 2002)
1.6.9	"ECT Act"	<u>Electronic Communications and Transactions Act, 2002 (Act 25 of 2002)</u>
1.6.10	"INCOME TAX ACT"	Income Tax Act, 1962 (Act No. 58 of 1962)
1.6.11	"INSOLVENCY ACT"	Insolvency Act, 1936 (Act No. 24 of 1936)



1.6.12	"FAIS"	Financial Advisory and Intermediary Services Act, 2003 (Act 37 of 2002)
1.6.13	"FICA"	<u>Financial Intelligence Centre Act, 2001 (Act 38 of 2001)</u>
1.6.14	"GOVERNMENTAL BODY"	shall mean any (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign or other government, (c) governmental, quasi-governmental or regulatory body of any nature, including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, organization, unit, or body, or (d) court, public or private arbitrator or other public tribunal
1.6.15	"KYC"	Know Your Client/Customer
1.6.16	"KYC DOCUMENTATION"	KYC Documentation required for FICA or RICA, which may include an Identification Document and/or Proof of Residence
1.6.17	"LAWS"	all legislation, international law, provisions of constitutions, statutes, regulations, directives, orders, notices, promulgations, regulations, orders and/or other decrees of any Governmental Body or instrumentality of any of them which principally performs governmental functions which have force of law and which it would be an offence (or evoke an administrative penalty) not to obey and the common law, as amended, replaced, re-enacted, re-stated or re-interpreted from time to time of the countries, states or other international jurisdictions where the Services may be performed or where the SHIPPING INSTRUCTION may be executed
1.6.18	"LRA"	The Labour Relations Act, 1995 (Act 66 of 1995)
1.6.19	"NBCRFLI"	The National Bargaining Council for the Road Freight and Logistics Industry
1.6.20	"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
1.6.21	"NCA"	<u>National Credit Act, 2005 (Act 34 of 2005)</u>
1.6.22	"OHS"	Occupational Health and Safety Act, 1993 (Act 85 of 1993)
1.6.23	"POCA"	Prevention of Organized Crime Act, 1998 (Act 121 of 1998)
1.6.24	"PUBLIC HOLIDAYS ACT"	Public Holidays Act, 1994 (Act No 36 of 1994)
1.6.25	"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 NBCRFLI Agreement
1.6.26	"RICA"	<u>Regulation of Interception of Communications and Provision of Communication-related Information Act, 2002 (Act 70 of 2002)</u>
1.6.27	"SANPARKS"	South African National Parks, a statutory institution in terms of the National Environmental Management: Protected Areas Act no 57 of 2003
1.6.28	"SH&E"	Safety Health & Environment
1.6.29	"SOUTH AFRICA"	the Republic of South Africa
1.6.30	"VAT ACT"	Value Added Tax Act, 1991 (Act 89 of 1991)

1.7 POPIA SPECIFIC DEFINITIONS

1.7.1	"DATA SUBJECT"	means the person to whom PERSONAL INFORMATION relates
1.7.2	"OPERATOR"	a person who processes Personal Information for a RESPONSIBLE PARTY in terms of a contract or mandate, without coming under the direct authority of that party
1.7.3	"PERSONAL INFORMATION"	in relation to POPIA, means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to -



		<ul style="list-style-type: none"> i. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; ii. information relating to the education or the medical, financial, criminal or employment history of the person; iii. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person; iv. the biometric information of the person; v. the personal opinions, views or preferences of the person; vi. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; vii. the views or opinions of another individual about the person; and viii. the name of the person if it appears with other PERSONAL INFORMATION relating to the person or if the disclosure of the name itself would reveal information about the person
1.7.4	“POPIA”	Protection of Personal Information Act, 2013 (Act 4 of 2013)
1.7.5	“PROCESSING”	<p>in relation to POPIA, means any operation or activity or any set of operations, whether or not by automatic means, concerning PERSONAL INFORMATION, including-</p> <ul style="list-style-type: none"> i. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; ii. dissemination by means of transmission, distribution or making available in any other form; or iii. merging, linking, as well as restriction, degradation, erasure or destruction of information
1.7.6	“RECORD”	<p>means any recorded information -</p> <ul style="list-style-type: none"> (a) regardless of form or medium, including any of the following – <ul style="list-style-type: none"> (i) writing on any material; (ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored; (iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means; (iv) book, map, plan, graph or drawing; (v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced; (b) in the possession or under the control of a RESPONSIBLE PARTY; (c) whether or not it was created by a RESPONSIBLE PARTY; and <p>regardless of when it came into existence</p>
1.7.7	“RE-IDENTIFY”	<p>in relation to PERSONAL INFORMATION of a Data Subject, means to resurrect any information that has been de-identified, that -</p> <ul style="list-style-type: none"> (a) identifies the Data Subject; (b) can be used or manipulated by a reasonably foreseeable method to identify the Data Subject; or (c) can be linked by a reasonably foreseeable method to other information that identifies the Data Subject, <p>and "re-identified" has a corresponding meaning</p>
1.7.8	“REGULATIONS”	The Regulations dated 14 December 2018
1.7.9	“REGULATOR”	the Information Regulator, as set out in section 112(2) of POPIA



1.7.10	"RESPONSIBLE PARTY"	in relation to POPIA, means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing PERSONAL INFORMATION
1.7.11	"UNIQUE IDENTIFIER"	any identifier that is assigned to a Data Subject and is used by a RESPONSIBLE PARTY for the purposes of the operations of that RESPONSIBLE PARTY and that uniquely identifies that Data Subject in relation to that RESPONSIBLE PARTY

2 SERVICE DEFINITIONS, DELIVERY TIMES & AREA DEFINITIONS

2.1 DISTRIBUTION SERVICES

SERVICE TYPE CODE	DISTRIBUTION SERVICE	SERVICE / DELIVERY TIMES
"XR"	EXPRESS ROAD	24-48 hours from 08:00 on Day 1
"ES"	ECONOMY SERVICE	48-72 hours from 08:00 on Day 1

2.2 DEMAND SERVICES

SERVICE TYPE CODE	DEMAND SERVICE	SERVICE / DELIVERY TIMES
SD	SAME DAY	Same Day as Collection
EB09H00	EARLY BIRD 09:00	NBD 09:00
ND11H00	NEXT DAY 11:00	NBD 11:00
ND	NEXT DAY 17:00	NBD 17:00

2.3 SPECIAL SERVICES

SERVICE TYPE CODE	SPECIAL SERVICE	SERVICE / DELIVERY TIMES
"A&A"	ARMS & AMMUNITION	Collection and/or Delivery of a Shipment containing Arms and/or Ammunition (usually within 24-48 hours from 08:00 on Day 1)
"TSS"	TIME SLOT SERVICE	a time window or period of time on a specified day of the week during which the delivery Service can be performed
"IHP"	IN HOUSE	the provision by RAM of In-House Personnel which attend to the consigning of orders on behalf of CLIENT
"VC"	VALUABLE CARGO	the provision by RAM of a VC Service 24-48 hours from 08:00 on Day 1 *NB - VC Service does not include collection and delivery of the Shipment in an Armored Vehicle or Armed Escort. Clients who require Armored Vehicle or Armed Escort are requested to book a collection @ hvcollections@ram.co.za and pay the AV Surcharge specified in 5.1 below

2.4 INTERNATIONAL SERVICES

SERVICE TYPE CODE	INTERNATIONAL	SERVICE / DELIVERY TIMES
"INT'L DOCUMENT"	INTERNATIONAL DOCUMENTS	Delivery within 2 to 3 BUSINESS DAYS to most major destinations in Africa, Europe, Asia and the USA
"INT'L PARCEL"	INTERNATIONAL PARCELS	Delivery within 2 to 3 BUSINESS DAYS to most major destinations in Africa, Europe, Asia and the USA

2.5 DELIVERY CHANNELS

2.5.1	"B2B"	Business to Business, being a delivery from CLIENT to, <i>inter alia</i> , third party businesses, wholesalers, agents, distributors or customers which generally do not require a TSS or to be scheduled or booked with the Receiver for delivery
2.5.2	"B2C"	Business to Consumer being a delivery between CLIENT and consumers who are usually the end-users of CLIENT products



2.5.3	"B2R"	Business to Retail, being a delivery from CLIENT to Retail Customers where specific documentation requirements, booking requirements and/or unpack requirements are specified
2.5.4	"BC&D"	Bulk Collection and Delivery Services
2.5.5	"C2B"	Customer to Business (Reverse)
2.5.6	"C2C"	Customer to Customer
2.5.7	"COUNTER TO COUNTER"	the collection of a Shipment from a Retail Counter together with the delivery of the Shipment to another Retail Counter
2.5.8	PuDo	Pick Up & Drop Off Point
2.5.9	"RETURNS"	the provision to CLIENT of Services from the relevant Receiver, customer, corporate customer, franchisee or dealer back to CLIENT's Warehouse generally in relation to Out of Box Failures, Stock Returns, Repairs, CPA Returns, Incorrect Orders, Damaged Stock, Warranty Assessments and/or Product Recalls

3 RAM AREA & ZONE DEFINITIONS & SERVICE DAYS

3.1 RAM HUBS & ZONE LIST

3.1.1	"MH"	"MAIN HUB"	Bloemfontein, Cape Town, Centurion, Durban, East London, George, Industria, Isando, Johannesburg, Kimberley, Klerksdorp, Nelspruit, Pietermaritzburg, Polokwane, Port Elizabeth, Witbank
3.1.2	"RH"	"REGIONAL HUB"	any RAM Hub which is not a Main Hub, which currently consist Beaufort West, Ficksburg, Harrismith, Richards Bay, Rustenburg, Springbok, Umtata, Upington, Zeerust
3.1.3	"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
3.1.4	"ZL"	"ZONE LIST"	RAM's Zone List as amended from time to time, which Zone List sets out, <i>inter alia</i> - <ul style="list-style-type: none"> 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 Regional Outlying Zone; vi. RAM's Service Days; the approximate time window for the Servicing of such Zone

3.2 GENERAL AREA & ZONE DEFINITIONS

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

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

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

3.2.3	Code	Definition	Locality
3.2.4	"L"	"LOCAL"	a collection from and delivery to the same RAM Hub
3.2.5	"M"	"MAIN"	any collection from one of RAM's Main Hubs for delivery to a destination which is not further than 50km from one of RAM's Main Hubs
3.2.6	"R"	"REGIONAL"	any collection from or delivery to a Regional Zone specified on RAM's Zone List
3.2.7	"FO"	"FAR OUTLYING"	any collection from or delivery to a Far Outlying Zone specified on RAM's Zone List
3.2.8	"INT"	"INTERNATIONAL"	a collection anywhere within South Africa for delivery to any International Jurisdiction

3.3 NON-BUSINESS DAY DELIVERIES

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



3.4 **SERVICE DAYS**

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

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

3.5 **REGIONAL DESTINATIONS**

Subject to 3.4, RAM may be able to deliver to certain REGIONAL DESTINATIONS for Next Day Services upon prior written confirmation. Please confirm with RAM Office whether REGIONAL DESTINATION DELIVERY can be performed.

4 **SERVICE COSTS**

4.1 **SERVICE COSTS DEFINITIONS**

4.1.1	"ACTUAL WEIGHT"	the actual weight of the Shipment, as measured in metric grams / kilograms
4.1.2	"C&D COSTS"	the collection, transport and delivery costs payable by CLIENT to RAM as set out in a SCS, as amended from time to time. The C&D Costs shall be calculated having regard to the Chargeable Weight for each Shipment
4.1.3	"CHARGEABLE WEIGHT"	the greater of the Actual Weight or the Volumetric Weight
4.1.4	"LIABILITY OPTION"	should CLIENT require any Risk / Liability Option or other type of Insurance, same shall only become applicable in terms of a separate quotation which is reduced to writing and incorporated in a separate agreement signed by both Parties. Such Liability Options are only available to clients who have completed an APPLICATION TO ENTER A SERVICE LEVEL AGREEMENT ("SLA") which Application and SLA has been successfully approved and signed by client and RAM in writing. In order to apply for any of RAM's Liability Options, please contact RAM Sales and RAM will get back to you with a Risk Assessment
4.1.5	"LIABILITY CHARGE"	the Liability Charge agreed and set out and calculated in accordance with the "Liability Charge" in the SCS attached to the SLA
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 CLIENT to RAM relating to the provision of the Services by RAM as may be amended from time to time
4.1.8	"SCS" OR "RATE CARD"	the Service Cost Schedule / Rate Card incorporating the various Service Costs and other costs in respect of the Services rendered by RAM to CLIENT, which SCS shall be deemed to be incorporated into this AGREEMENT
4.1.9	"VOLUMETRIC FACTOR"	the Volumetric Factor specified on the SCS
4.1.10	"VOLUMETRIC WEIGHT"	the volumetric weight of the Shipment as the term is commonly understood in the courier and freight industry, which volumetric weight shall be calculated as follows – {(Length (cm) x Breadth (cm) x Height (cm))/Volumetric Factor}
4.1.11	"WMS FEE"	the Warehouse Management Fee payable for Warehouse Management Services

5 **SURCHARGES**

5.1 **SPECIALISED DELIVERY SURCHARGES**

	ABBREV	DEFINITION	SURCHARGE IN RELATION TO COLLECTION AND/OR DELIVERY OF SHIPMENT -
5.1.1	"AV"	"ARMoured VEHICLE"	utilising an Armoured Vehicle or Armed Escort - *Mandatory for all Shipments with a value in excess of R150,000
5.1.2	"CC"	"COLD CHAIN"	utilising a Cold Chain Service (2° to 8°)
5.1.3	"EMB"	"EMBASSY"	to an Embassy or Consulate
5.1.4	"K&D"	"KNOCK & DROP"	to a Specified Address and any individual present at the Specified Address may sign for receipt of the Shipment or if no person is available at the Specified Address or no person wishes to sign for receipt of the Shipment then the Shipment may be left at the Specified Address



5.1.5	"KYC"	"KYC"	in relation to face-to-face deliveries where RAM's Personnel are requested to provide KYC verification Services in accordance with the requirements of RICA and/or FICA
5.1.6	"RAS"	"RESTRICTED AREA"	to a restricted area which can only be accessed after applying for an access permit such as Conservation areas controlled by the SANParks, National Key Points, Mines or Power Stations
5.1.7	"RB"	"RETAIL BOOKING"	Booked Time Delivery at Retail Distribution Centre or Retail Back Door Delivery
5.1.8	"TC"	"TEMPERATURE CONTROLLED"	utilising a temperature-controlled vehicle which maintains a temperature of between 15° and 25 °
5.1.9	"TDR"	"TENDER"	Collection and/or Delivery of a Shipment containing a time definite Tender, RFP, RFQ or RFI to a specified Tender Box or designated Receiver
5.1.10	"VC"	"VALUABLE CARGO"	Collection and/or Delivery of a Shipment containing Valuable Cargo

5.2 GENERAL SURCHARGES

	ABBREV	DEFINITION	SURCHARGE IN RELATION TO -
5.2.1	"Admin"	"ADMINISTRATIVE SURCHARGE"	e-communication / sms / e mail, communications stickers, Waybills etc, including various communications with the Receiver in order to assist with the Service Delivery
5.2.2	"AH"	"AFTER HOURS"	Collection or Delivery of any Shipment after 17:00
5.2.3	"DA"	"DRIVE AWAY"	All or a portion of the Courier Service on a specific Drive Away Instruction
5.2.4	"FO"	"FAR OUTLYING"	Collection and/or Delivery of a Shipment to or from a Far Outlying Zone which is generally further than 200 kilometres from such RAM Hub as specified on RAM's Zone List
5.2.5	"HR"	"HIGH RISK AREA SURCHARGE"	Collection and/or delivery of any Shipment in the High-Risk areas specified on RAM's Zone List from time to time
5.2.6	"ISI"	"INCORRECT SHIPPING INSTRUCTION"	Incorrect SHIPPING INSTRUCTION
5.2.7	"KYC"	"KYC SURCHARGE"	in relation to KYC Deliveries, the KYC Surcharge set out in the relevant SCS
5.2.8	"NBDS"	"NON-BUSINESS DAY"	Collection and/or Delivery of a Shipment on a Non-BUSINESS DAY
5.2.9	"PPE"	"PPE"	the cost of Personal Protective Equipment provided by RAM to its Personnel including but not limited to masks, gloves and dispensers of alcohol-based hand sanitiser provided for interactions with the Receiver
5.2.10	"P108"	"P108/9"	Compliance with Part 108/9 of the Civil Aviation Regulations, 2011, the South African Technical Standards Air Cargo Security 108/9, applicable parts of the National Aviation Security Programme as well as any other relevant aviation security regulations
5.2.11	"RD"	"RE-DELIVERY"	a non-delivery or failed delivery pursuant to a Delivery Exclusion
5.2.12	"Sat"	"SATURDAY"	Collection or Delivery of any Shipment on a Saturday
5.2.13	"WS"	"WAYBILL SURCHARGE"	Waybill Surcharge set out and calculated in accordance with the "Waybill Surcharge" in the SCS

5.3 VARIABLE FUEL SURCHARGES

5.3.1	"VFS"	"VARIABLE FUEL SURCHARGE"	RAM Variable Local Fuel Surcharge which shall be calculated in accordance with the "Variable Local Fuel Surcharge" in the SCS as adjusted on a monthly basis with reference to the listed unleaded petrol price in Gauteng and published on RAM's WEBSITE - VARIABLE FUEL SURCHARGE
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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 or Service Level Obligation, Non-BUSINESS DAYS shall not be incorporated when calculating Service Times.

6.2.2	"DAY 0"	DAY 0	Day of collection of the Shipment by RAM from Sender if collected before 16:30. Should collection be after 16:30 then the following BUSINESS DAY shall be deemed to be Day 0
6.2.3	"DAY 1"	DAY 1	Next BUSINESS DAY following collection. Commencement of calculation of SLA
6.2.4	"DAY 2"	DAY 2	Next BUSINESS DAY following Day 1

6.2.5 Accordingly, by way of example, should RAM receive the relevant Shipment for –

6.2.5.1 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;

6.2.5.2 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.

6.2.6 If a delivery is not completed within the prescribed time due to circumstances which are out of RAM 's control, including any Delivery Exclusions or Incorrect SHIPPING INSTRUCTION/s, then, in addition to the payment of the relevant Surcharge the relevant delivery shall not fall within the calculation of the service level requirement.

7 **INTERPRETATION**

7.1 Unless expressly provided to the contrary or inconsistent with the context, a reference in this AGREEMENT to -

7.1.1 "this **"AGREEMENT"** or any other agreement, document or instrument shall be construed as a reference to this AGREEMENT or that other agreement, document or instrument as amended, varied, novated or substituted from time to time;

7.1.2 a clause or an annexure is to a clause or an annexure to this AGREEMENT;

7.1.3 "**Laws**" means all constitutions, statutes, regulations, by-laws, codes, ordinances, decrees, rules, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, or awards, policies, voluntary restraints, guidelines, directives, compliance notices, abatement notices, agreements with, requirements of, or instructions by any Governmental Body, and the common law, and "**law**" shall have a similar meaning;

7.1.4 a "**person**" includes any natural person, firm, company, corporation, close corporation, body corporate, juristic person, unincorporated association, government, state, agency of a state, association, trust, partnership, syndicate, consortium, joint venture, charity or other entity (whether or not having separate legal personality);

7.1.5 a "**subsidiary**" or a "**holding company**" shall be references to a subsidiary or holding company as defined in the Companies Act (and shall include, for the avoidance of doubt, direct and indirect subsidiaries and direct and indirect holding companies), save that the interpretation and application of these definitions in the Companies Act shall not be limited to South African companies;

7.1.6 any one gender includes the other genders;

7.1.7 the singular includes the plural and vice versa;

7.1.8 any number of prescribed days shall be determined by excluding the first and including the last day or, where the last day is a day that is not a BUSINESS DAY, the next BUSINESS DAY;

7.1.9 a statutory provision includes any subordinate legislation made from time to time under that provision as modified or re-enacted from time to time as far as such modification or re-enactment applies, or is capable of applying, to this AGREEMENT;

7.1.10 the words "**including**", "**include**", "**in particular**" or "**inter alia**" followed by a specific example shall be construed by way of example or emphasis only and shall not be construed as limiting the generality of any preceding words, and the eiusdem generis rule shall not be applied in the interpretation of such specific example; and

7.1.11 the words "**other**" or "**otherwise**" shall not be construed eiusdem generis with any foregoing words where a wider construction is possible.

7.2 All the headings and sub-headings in this AGREEMENT are incorporated for convenience and reference only and shall be ignored for the purposes of interpreting this AGREEMENT.

7.3 A word or an expression (**term**) which is defined in a particular Clause, SHIPPING INSTRUCTION, Annexure or Schedule to this AGREEMENT, unless it is clear from the Clause, SHIPPING INSTRUCTION, Annexure or Schedule in question that application of the term is to be limited to the relevant Clause, SHIPPING INSTRUCTION, Annexure or Schedule, shall bear the meaning ascribed to it in such clause SHIPPING INSTRUCTION, Annexure or Schedule for all purposes of this AGREEMENT, notwithstanding that that term has not been defined in clause 1. Where there is any inconsistency between any term defined in clause 1 and any term defined in any other Clause, SHIPPING INSTRUCTION, Annexure or Schedule in this AGREEMENT, then for the purposes of construing such Clause, SHIPPING INSTRUCTION, Annexure or Schedule, the term as defined in such Clause, SHIPPING INSTRUCTION, Annexure or Schedule shall prevail.

7.4 Each of the provisions of this AGREEMENT has been negotiated by the Parties and drafted for the benefit of all the Parties,



and accordingly no rule of construction (including the *contra proferentum* rule) may be applied to the disadvantage of a Party because that Party was responsible for, or participated in, the preparation or drafting of this AGREEMENT or any part of it.

- 7.5 If a definition in clause 1 or elsewhere in this AGREEMENT confers substantive rights or imposes substantive obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable as substantive provisions of this AGREEMENT, notwithstanding that they are contained in that definition.
- 7.6 Any reference to an enactment, regulation or by-law is to that enactment, regulation or by-law as at the Signature Date, and as amended or re-amended from time to time.
- 7.7 Unless the context clearly indicates a contrary intention, all accounting terms used in this AGREEMENT shall be interpreted, and all accounting classifications and determinations under it shall be made, in accordance with International Financial Reporting Standards.
- 7.8 Unless otherwise provided, defined terms appearing in this AGREEMENT in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 7.9 If the due date for performance of any obligation in terms of this AGREEMENT is a day which is not a BUSINESS DAY, then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately succeeding BUSINESS DAY.
- 7.10 Where figures in this AGREEMENT are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 7.11 References in this AGREEMENT to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT.
- 7.12 No provision of this AGREEMENT shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party.
- 7.13 The expiration or termination of this AGREEMENT shall not affect such of the provisions of this AGREEMENT as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 7.14 Any provision imposing a restraint, prohibition or restriction on any Party shall be so construed that the relevant Party is not only bound to comply therewith but is also obliged to procure that the same restraint, prohibition or restriction is observed by everybody employed by the relevant Party, including the Party's subsidiaries and the Party's Personnel.