



**ANNEXURE 01.2**

**PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE**

IN RELATION TO

**COURIER & LOGISTICS AGREEMENTS**

**RAM TRANSPORT (SOUTH AFRICA) (PROPRIETARY LIMITED  
("RAM"))**



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## A. ANNEXURE A – PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE

### 1 INTERPRETATION

- 1.1 Clause headings in this RESTRICTED & PROHIBITED ITEMS SCHEDULE (“**SCHEDULE**”) are inserted for convenience only and shall not be used in its interpretation.
- 1.2 The provisions relating to interpretation in **RAM’S INTERPRETATION SCHEDULE**, the SHIPPING INSTRUCTION and on RAM’S IT PLATFORM shall apply and the expressions defined in the INTERPRETATION SCHEDULE, the SHIPPING INSTRUCTION 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.

### 2 PACKAGING & CONTENTS OF THE SHIPMENT

- 2.1 CLIENT is solely responsible for and warrants and undertakes to ensure that –
  - 2.1.1 prior to RAM taking delivery thereof, each SHIPMENT shall be properly and securely –
    - 2.1.1.1 prepared, packaged, sealed, addressed and labelled in accordance with the custom and practice of the trade and in accordance with all applicable Laws;
    - 2.1.1.2 packed so that the Property enclosed therein will not be susceptible to damage during the transport thereof by land or air;
  - 2.1.2 the Property is properly placed and packed in each PARCEL;
  - 2.1.3 prior to RAM taking delivery thereof, the SHIPPING INSTRUCTION / WAYBILL and the outside of each SHIPMENT is clearly labelled with the name and address of the designated RECEIVER;
  - 2.1.4 the SHIPMENT is received by RAM as specified in this 2(PACKAGING & CONTENTS OF THE SHIPMENT);
  - 2.1.5 the SHIPPING INSTRUCTION / WAYBILL shall contain the correct description of the PROPERTY contained in the SHIPMENT which has been tendered for the SERVICE;
  - 2.1.6 the Products that are being delivered shall not have the potential to cause any damage or loss to the other products that are being delivered by RAM.
- 2.2 CLIENT acknowledges and agrees that -
  - 2.2.1 RAM obligation is to collect a sealed SHIPMENT from the Sender and deliver a sealed SHIPMENT to the Receiver when providing the SERVICES to CLIENT;
  - 2.2.2 SENDER shall upon collection and RECEIVER shall upon delivery check and confirm the contents, packing, sealing, addressing or labelling of the SHIPMENT, the SHIPPING INSTRUCTION or WAYBILL.
  - 2.2.3 RAM shall not be under any obligation -
    - 2.2.3.1 at the time of collection to check and/or confirm the contents, packing, sealing, addressing or labelling of the SHIPMENT, the SHIPPING INSTRUCTION or WAYBILL;
    - 2.2.3.2 to check and/or confirm the contents upon delivery of the SHIPMENT to RECEIVER due to the fact that RAM is collecting and delivering a sealed SHIPMENT.
  - 2.2.4 CLIENT shall not tender any SHIPMENT for SERVICE containing goods not lawfully under its control or goods that are illegal or prohibited by Law.
- 2.3 Should any SHIPMENT be received by RAM other than in accordance with the provisions of this 2 (PACKAGING & CONTENTS OF THE SHIPMENT, then, except to the extent that RAM and /or their Personnel acted with gross negligence or fraudulent intent, neither RAM nor any of RAM’s Personnel, shall be liable for any Loss sustained to any such SHIPMENT or its contents.
- 2.4 Any flyers, document protectors, SHIPPING INSTRUCTIONS, WAYBILLS and labels which are necessary for the purposes of protecting, securing, labelling or tracking any SHIPMENT shall be provided by CLIENT, all costs of which shall be for the account of CLIENT.

### 3 RESTRICTED ITEMS

- 3.1 Subject to 3, CLIENT undertakes and agrees that it shall **NOT, WITHOUT RAM’S PRIOR WRITTEN CONSENT**, tender any SHIPMENT containing any **RESTRICTED ITEMS**, the details of which are set out in **ANNEXURE C – RESTRICTED ITEMS SCHEDULE**.
- 3.2 Should CLIENT, with RAM’s prior written consent and under special arrangements, tender SHIPMENTS containing Property of the nature referred to in 3.1 (**RESTRICTED ITEMS**), then CLIENT warrants that such –
  - 3.2.1 PARCEL shall be packed –
    - 3.2.1.1 under and shall bear such warning labels as are required by all applicable Laws; and
    - 3.2.1.2 in a manner so as to minimise additional risks to which such SHIPMENT may be exposed;
    - 3.2.1.3 and the PARCEL shall be accompanied by the necessary declarations and indemnities, if so required,
  - 3.2.2 packaging, warning labels and declarations shall neither exempt CLIENT 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.

3.3 Subject to RAM's prior written consent, such **RESTRICTED ITEMS** shall be shipped via Road, CLIENT expressly acknowledging that such **RESTRICTED ITEMS** may not be carried via Air Cargo.

4 **PROHIBITED ITEMS**

CLIENT undertakes and agrees that it shall **NOT** tender any SHIPMENT containing any **PROHIBITED ITEMS** the details of which are set out in **ANNEXURE B - PROHIBITED ITEMS SCHEDULE**.

5 **EXCLUSIONS**

5.1 Except to the extent that RAM and/or their Personnel acted with gross negligence or fraudulent intent, CLIENT indemnifies RAM and/or their PERSONNEL against any Loss arising from any Service for any SHIPMENT containing Property of the nature referred to in 3 (**RESTRICTED ITEMS**) and 4 (**PROHIBITED ITEMS**).

5.2 Should CLIENT, for any reason whatsoever, fail, neglect or refuse to reveal that the contents of any SHIPMENT containing Property of the nature referred to in 4 (**PROHIBITED ITEMS**), then RAM may, after giving the Shipper 3 (three) days' notice, destroy or otherwise deal with such SHIPMENT as circumstances may demand. RAM shall not be liable to CLIENT for the value or Loss of such SHIPMENT and shall be entitled to claim from CLIENT the reasonable costs of dealing with such SHIPMENT.

5.3 Except to the extent that RAM and /or their PERSONNEL acted with gross negligence or fraudulent intent, CLIENT indemnifies and hold RAM and/or their PERSONNEL harmless –

5.3.1 from any Loss arising from CLIENT failure to observe the terms of 2 (**PACKAGING & CONTENTS OF THE SHIPMENT**);





5.3.2 from any criminal/civil or other proceedings that may ensue as a result of RAM having any illegal SHIPMENT and/or unlawfully held SHIPMENT under its control, including all legal costs incurred by RAM.



**B. ANNEXURE B - PROHIBITED ITEMS SCHEDULE**

**1 INTERPRETATION**










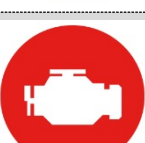
In this **ANNEXURE B - PROHIBITED ITEMS SCHEDULE**, words in the first column have the meanings stated opposite them in the second column, as follows -

Term	Definition
"PROHIBITED ITEMS"	include any items which are likely to cause damage and include -  any item listed in this <b>ANNEXURE B - PROHIBITED ITEMS SCHEDULE</b> ;  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 This **ANNEXURE B - PROHIBITED ITEMS SCHEDULE** sets out items **STRICTLY PROHIBITED** for **SHIPMENT** by **RAM** on behalf of **CLIENT**.
- 2.2 The items listed below are **STRICTLY PROHIBITED** for **SHIPMENT** and **MAY NOT** be sent utilising **RAM'S SERVICES** under any circumstance.
- 2.3 **SHOULD CLIENT** attempt to ship any **STRICTLY PROHIBITED** items, same may result in damage, civil claim, prosecution, heavy fines and/or imprisonment.

**3 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 <b>RAM</b> confirms that <b>RAM</b> 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



## C. ANNEXURE C – RESTRICTED ITEMS SCHEDULE

### 1 INTERPRETATION

- 1.1 In this **ANNEXURE C – RESTRICTED ITEMS SCHEDULE**, 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 ANNEXURE C – RESTRICTED ITEMS SCHEDULE
“VALUABLE CARGO”	Valuable Cargo as defined in the INTERPRETATION SCHEDULE

### 2 INTRODUCTION

- 2.1 This **ANNEXURE C – RESTRICTED ITEMS SCHEDULE** sets out which **RESTRICTED ITEMS** are **available** for SHIPMENT by RAM on behalf of CLIENT, **subject to SPECIAL ARRANGEMENTS, PROCEDURES and T&C's**.
- 2.2 CLIENT undertakes and agrees that it shall **NOT** tender any SHIPMENT containing any **RESTRICTED ITEM** **WITHOUT RAM'S PRIOR WRITTEN CONSENT**.
- 2.3 Should CLIENT, **WITH RAM'S PRIOR WRITTEN CONSENT** and under special arrangements, tender SHIPMENTS containing Property of the nature referred to in this **ANNEXURE C – RESTRICTED ITEMS SCHEDULE**, then CLIENT warrants that such –
- 2.3.1 SHIPMENT **shall be packed** –
- 2.3.1.1 under and shall bear such warning labels as are required by all applicable **Laws**;
- 2.3.1.2 in a manner so as to minimise additional risks to which such SHIPMENT may be exposed;
- 2.3.1.3 and the SHIPMENT shall be accompanied by the necessary declarations and indemnities, if so required;
- 2.3.2 **packaging, warning labels and declarations shall neither exempt CLIENT 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**, CLIENT expressly acknowledging that such **RESTRICTED ITEMS** may not be carried via air cargo.

### 3 LITHIUM BATTERIES

#### 3.1 IATA REGULATIONS

- 3.1.1 **Client is also referred to the Legislation and Regulations regarding the SHIPMENT of Lithium Batteries via Air Cargo which are available on RAM'S WEBSITE under the heading [LITHIUM-ION BATTERY TRANSPORT](#).**
- 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 CLIENT is referred to RAM's Lithium-Ion Packaging, Shipping and Transport Guidance Document: RAM **[Lithium-Ion Guidance 2021.pdf](#)**.

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

- 3.2.1 It is important for CLIENT 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 CLIENT's behalf.






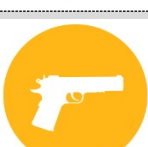

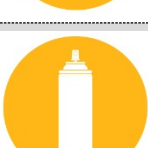
#### 3.3 CLIENT WARRANTY AND LIMITATION OF LIABILITY

- 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 CLIENT**.

- 3.3.2 CLIENT indemnifies and holds RAM and/or any 3P-SP and/or their Personnel harmless –
- 3.3.2.1 from any Loss arising from CLIENT's failure to observe the terms of this Clause 3 and the applicable **IATA Regulations on shipping of Lithium-Ion Batteries**; and
- 3.3.2.2 from any criminal/civil or other proceedings that may ensue as a result of RAM and/or any 3P-SP having any illegal SHIPMENTS and/or unlawfully held SHIPMENTS under its control, including all legal costs incurred by RAM and/or any 3P-SP.
- 3.3.3 Should CLIENT have any questions and/or require any explanations regarding any reference referred to in Clause 3, CLIENT is requested to contact RAM directly and discuss any issues and/or questions CLIENT may have pertaining to same.

4 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. CLIENT must be a Credit Approved Customer