






IMPORTANT CHANGES TO RAM'S STANDARD TERMS & CONDITIONS			ALL RAM COMPANIES	
APPLICABLE DOCUMENT			RAM STANDARD TERMS & CONDITIONS OF SERVICE (" <u>T's&amp;C's</u> ") <b>RAM's eServices</b>	
APPLICABLE AREAS OF BUSINESS			ALL CLIENTS	
APPROVAL	ADC	GROUP LEGAL	PUBLICATION DATE	1 AUGUST 2021

**1 INTRODUCTION**

We have listened to the market and pursuant to numerous requests we have decided to offer our customers a simplified and cheaper method to move small parcels around South Africa.

This new service, which will be known as "**RAM's eServices**" will –

-  be facilitated via [RAM Website](#) in terms of which You will be able to electronically send RAM a "Collection Instruction";
-  be limited to Shipments under 2 kilograms;
-  be paperless and not require the printing of any Waybills

Unfortunately due to the nature of the Service we will not be permitting Shipments containing any Prohibited or Restricted Items, the details of which are contained in [01.2 - RAM's Packaging, Prohibited & Restricted Items Schedule](#). Should you require Shipment of any Restricted Items, please contact RAM Sales for more information.



We have accordingly updated RAM STANDARD TERMS & CONDITIONS OF SERVICE ("T's&C's").

There are a number of CHANGES to our T's&C's and we urge the responsible people in your organisation to carefully read and understand this document as well as our new T's&C's.

The changes and updated T's&C's will take effect on 1 AUGUST 2021

For more details, we've provided a summary of the key changes and Frequently Asked Questions.

At a glance, the following are the material changes –










<b>RAM's Legal Documentation</b>	<p>In order to simplify the document flow, we have separated the following documents from RAM's <u>T's&amp;C's</u> on the <a href="#">RAM Website</a> and incorporated same by reference -</p> <ul style="list-style-type: none"> <li> <a href="#">01.1 - RAM's Interpretation Schedule;</a></li> <li> <a href="#">01.2 - RAM's Packaging, Prohibited &amp; Restricted Items Schedule;</a></li> </ul>
<b>Interpretation Schedule</b>	<p>With the advent of RAM's eServices, e-Commerce and online deliveries as well as remote working due to the Covid Pandemic, we have updated <a href="#">01.1 - RAM's Interpretation Schedule</a> to include definitions relating to, inter alia, Last Mile Delivery Service, Relief Events, Biometrics, conference equipment, electronic communication, electronic POD's and electronic signatures.</p>

RAM TRANSPORT (SOUTH AFRICA) PROPRIETARY LIMITED – REGISTRATION NUMBER: 1997/009992/07 | VAT REGISTRATION NUMBER: 4020168847  
 RAM HAND TO HAND LOGISTICS PROPRIETARY LIMITED, REGISTRATION NUMBER 2017/345580/07: VAT REGISTRATION NUMBER:4360283495  
 RAM SUPPLY CHAIN SOLUTIONS PROPRIETARY LIMITED REGISTRATION NUMBER 2000/020621/07: VAT REGISTRATION NUMBER: 4670203159

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	<p>We have also defined certain delivery channels such as B2B, B2C, B2R, C2B, C2C, Counter to Counter, Pick-Up &amp; Drop Off Points and Returns.</p>
<b>Protection of Personal Information Act, 2013 (Act 4 of 2013) (“POPIA”)</b>	<p>As we take data privacy seriously, we always make sure to be compliant with the relevant legislations including POPIA.</p> <p>We have separated the following documents from RAM’s <u>T’s&amp;C’s</u> on the <a href="#">RAM Website</a> and incorporated same by reference.</p> <p>At the same time, with the implementation of POPIA, we have introduced new definitions relating to POPIA and have also amended and updated</p> <ul style="list-style-type: none"><li> <a href="#">01.3 - RAM's IT Platform Use &amp; Privacy Policy</a>; (which sets out, inter alia, the terms &amp; conditions upon which you will use RAM’s IT Platform)</li><li> <a href="#">01.4 - RAM Data Processing &amp; Privacy Schedule</a>; (which sets out, inter alia, how we use, process and store your Data)</li></ul>
<b>Risk / Liability</b>	<p>In May 2020, we informed you of the substantial increase in crime that necessitated RAM revisiting RAM’s Full Liability Option that it offers our clients.</p> <p>This relates to the Risk and Liability in respect of the collection, transport and delivery of your Shipments.</p> <p>Should you require any extension of Liability you are requested to contact your Key Account Manager, and such extension of liability shall only become available once RAM has -</p> <ul style="list-style-type: none"><li> conducted a comprehensive risk assessment; and</li><li> agreed on the relevant terms and conditions relating to RAM’s Full Liability Option; and</li><li> signed a separate Agreement containing terms and conditions relating to RAM’s Full Liability Option a</li></ul> <p>Unless such separate agreement has been signed by the Parties; you-</p> <ul style="list-style-type: none"><li> <b>warrant, understand and agree that all Shipments will be shipped by RAM at your sole risk;</b></li><li> indemnify and hold RAM Harmless from any of the Excluded Losses contained in clause 1.3.17 of <a href="#">01.1 - RAM's Interpretation Schedule</a>, including -<ul style="list-style-type: none"><li> any Criminal Loss including Armed Robbery, Hijack, Theft, Fraud or other form of criminal loss;</li><li> any 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.</li></ul></li></ul> <p>This is set out in Clause 9 of RAM’s <u>T’s&amp;C’s</u>.</p> <p>In line with best insurance practices, RAM will only be able to provide you with our Full Liability Option once RAM has assessed comprehensive distribution and risk parameters of your Distribution.</p>



Should RAM agree to provide you with its Full Liability Option, same shall only become applicable once the Full Liability Option is incorporated in a separate LIABILITY SCHEDULE which has been successfully approved and signed by YOU and RAM in writing.

Such LIABILITY SCHEDULE will either be annexed as an addendum to -

 [RAM'S LEGAL DOCUMENTATION](#); or

 a Master Logistics Agreement (“MLA”) and Service Level Agreement (“SLA”).

In order to apply for RAM’s for any of RAM’s Liability Options, please provide comprehensive details to RAM and RAM will get back to you with a Risk Assessment.

## 2 CHANGES TO RAM’S T’S&C’S

To view the full Agreement please [Click Here](#). You will be able to download a copy of the updated terms from our website (<https://www.ram.co.za/Legal>).

## 3 CONCLUSION & CONFIRMATION

Please feel free to contact us if you have any questions or concerns.

As always, we thank you for selecting RAM as your Logistics Service Provider and look forward to helping you with continued success in your business by providing you with superior logistics. courier, distribution and warehousing services.

## 4 HELP

RAM is here to help. If you have any questions our Sales Team is available on +27 11 977 5000.

Alternatively, you can e mail us at [sales@ram.co.za](mailto:sales@ram.co.za) or contact your Key Account Manager.

**THANK YOU FOR USING RAM’S SERVICES**

**THE RAM TEAM**