

**IMPORTANT CHANGES TO RAM'S STANDARD TERMS & CONDITIONS**

in relation to

**APPLICATION TO ENTER COURIER SERVICES AGREEMENT**

**MASTER LOGISTICS AGREEMENT**

**SERVICE LEVEL AGREEMENT**



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1 **PREAMBLE**

RAM, its Subsidiaries and Affiliates provide a range of logistics services, including Courier & Express Parcel Services, Logistics Services, Warehousing & Supply Chain Solution Services, Insurance Intermediary Services, and Security & Risk Services set out in in the **INTERPRETATION SCHEDULE** which is available on RAM’s Website under the **LEGAL DOCUMENTS SECTION**.

2 **INTERPRETATION**

Unless the context clearly otherwise indicates the contrary intention, in this DOCUMENT -

- 2.1 the provisions of the **INTERPRETATION SCHEDULE** relating to interpretation shall apply and the expressions defined in such document shall bear the meanings assigned to them therein;
- 2.2 the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings -

2.2.1	<b>A&amp;A SERVICES</b>	RAM’s ARMS & AMMUNITION SERVICES
2.2.2	<b>APPLICATION</b>	RAM’s APPLICATION TO ENTER COURIER & LOGISTICS SERVICES AGREEMENT
2.2.3	<b>MLA PACK</b>	shall include - 1 - MASTER LOGISTICS AGREEMENT (“ <b>MLA</b> ”) 1.1 - INTERPRETATION SCHEDULE AND GENERAL TERMS (“ <b>INTERPRETATION SCHEDULE</b> ”) 1.2 - PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE (“ <b>PP&amp;R SCHEDULE</b> ”); 1.3 - DATA PROTECTION & PRIVACY SCHEDULE (“ <b>DP&amp;P SCHEDULE</b> ”)
2.2.4	<b>RAM AFFILIATE</b>	any subsidiary, holding company or franchisee of RAM or any person, firm, company or corporation CONTROLLED in any manner by the shareholders of RAM
2.2.5	<b>RAM GROUP</b>	RAM Logistics, RAM SCS, RTSA and any RAM AFFILIATE from time to time
2.2.6	<b>RAM INTERNATIONAL</b>	RAM INTERNATIONAL TRANSPORT PROPRIETARY LIMITED, Registration Number 1988/000591/07, a private company incorporated in accordance with the Laws of South Africa
2.2.7	<b>RAM LOGISTICS</b>	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
2.2.8	<b>RAM’s Website</b>	<b>RAM’s WEBSITE</b> on the world wide web being URL – <a href="http://www.ram.co.za">www.ram.co.za</a> , (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
2.2.9	<b>RAM SCS</b>	RAM SUPPLY CHAIN SOLUTIONS PROPRIETARY LIMITED, Registration Number 2000/020621/07, a private company incorporated in accordance with the Laws of South Africa
2.2.10	<b>RTSA</b>	RAM TRANSPORT (SOUTH AFRICA) PROPRIETARY LIMITED, Registration Number 1997/009992/07, a private company incorporated in accordance with the Laws of South Africa
2.2.11	<b>SLA</b>	any SERVICE LEVEL AGREEMENT entered into between RAM and a CLIENT / TP-SP (together with their RELEVANT SCHEDULES & ANNEXURES) including- i. Courier & Express Parcel SLA; ii. Warehouse Management SLA; iii. Service Partner SLA
2.2.12	<b>SLA PACK</b>	shall include – 2 – SERVICE LEVEL AGREEMENT; 2.1 – FINANCIAL SCHEDULE; 2.2 – RISK, LIABILITY & INSURANCE SCHEDULE; 2.3 – ADMINISTRATIVE SCHEDULE

### 3 AMENDMENTS

- 3.1.1 RAM'S TERMS & CONDITIONS OF SERVICE (**RAM'S T's&C's**) under the "**LEGAL DOCUMENTS**" tab are available on **RAM'S WEBSITE** (as amended from time to time).
- 3.1.2 When a CLIENT or prospective client wishes to enter into a bespoke SERVICE LEVEL AGREEMENT, the parties are still required to enter into a separate MLA PACK, together with an SLA PACK, which are tailored for the specific CLIENT.
- 3.1.3 The contents of the MLA PACK are often a duplication of RAM's **LEGAL DOCUMENTS** including **RAM'S T's&C's**.
- 3.1.4 In order to avoid preparing an additional bespoke MLA PACK (which may lead to unnecessary duplication) we have decided to simplify matters -
- 3.1.4.1 by referring to one standard MLA PACK on **RAM'S WEBSITE**;
- 3.1.4.2 by amending the **INTERPRETATION SCHEDULE** on **RAM'S WEBSITE** by consolidating all RAM's various Interpretation Clauses in its various AGREEMENTS into 1 (one) consolidated **INTERPRETATION SCHEDULE**, save for particular definitions in any SCHEDULES or ANNEXURES to the various Agreements) which are only relevant to the relevant SCHEDULE(S) or ANNEXURE(S);
- 3.1.4.3 by providing that all references to the consolidated **INTERPRETATION SCHEDULE** in any AGREEMENT, SCHEDULE, or ANNEXURE shall be deemed to include the new **INTERPRETATION SCHEDULE**.
- 3.2 We have accordingly updated RAM's "**LEGAL DOCUMENTS**" by -
- 3.2.1 deleting the following documents on **RAM'S WEBSITE** –
- 01 – RAM's eServices T's&C's;
  - 01.1 – Interpretation Schedule;
  - 01.2 \_ Packaging, Prohibited & Restricted Items Schedule;
  - 01.3 \_ RAM Website & IT Platform Use;
  - 01.4 RAM Data Processing & Privacy Schedule,
- 3.2.2 substituting the aforesaid "**LEGAL DOCUMENTS**" by including the following documents on **RAM'S WEBSITE**-
- 1- MASTER LOGISTICS AGREEMENT ("**MLA**");
  - 1.1\_ INTERPRETATION SCHEDULE AND GENERAL TERMS ("**INTERPRETATION SCHEDULE**");
  - 1.2\_ PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE ("**PP&R SCHEDULE**");
  - 1.3\_ DATA PROTECTION & PRIVACY SCHEDULE ("**DP&P SCHEDULE**").
- 3.3 There are a number of **CHANGES** to our "**LEGAL DOCUMENTS**" and we urge the responsible people in your organisation to carefully read and understand this document as well as our new "**LEGAL DOCUMENTS**".
- 3.4 The changes will be updated and effective as from 15 April 2024.
- 3.5 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>).

### 4 RISK & LIABILITY / SLA

- 4.1 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. Unfortunately, the criminal events have only escalated.
- 4.2 This relates to the RISK & LIABILITY in respect of the collection, transport and delivery of your Shipments.
- 4.3 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 -
- 4.3.1 conducted a comprehensive risk assessment; and
- 4.3.2 agreed on the relevant terms and conditions relating to RAM's LIABILITY OPTIONS; and
- 4.3.3 signed a separate SLA PACK containing terms and conditions relating to RAM's LIABILITY OPTIONS.
- 4.4 Unless such separate SLA PACK has been signed by the Parties, CLIENT-
- 4.4.1 warrants, understands and agrees that all Shipments will be shipped by RAM at CLIENT sole risk;
- 4.4.2 indemnifies and hold RAM Harmless from any of the Excluded Losses contained in the **INTERPRETATION SCHEDULE** including any CRIMINAL LOSS INCLUDING ARMED ROBBERY, HIJACK, THEFT, FRAUD OR OTHER FORM OF CRIMINAL LOSS; 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.

- 4.5 This is set out in Clause 7 of the new MASTER LOGISTICS AGREEMENT ("**MLA**"), which has substituted RAM's *eServices Terms & Conditions*.
- 4.6 In line with best insurance practices, RAM will only be able to provide you with our FULL LIABILITY OPTION and/or LIMITED LIABILITY OPTION once RAM has assessed comprehensive distribution and risk parameters of your Distribution.
- 4.7 Should RAM agree to provide you with its FULL LIABILITY OPTION and/or LIMITED LIABILITY OPTION, same shall only become applicable once the relevant option is incorporated in a separate RISK, LIABILITY & INSURANCE SCHEDULE which has been successfully approved and signed by you and RAM in writing.
- 4.8 Such RISK, LIABILITY & INSURANCE SCHEDULE will be included as a Schedule to a separate Service Level Agreement.
- 4.9 In order to apply for any of RAM's Liability Options, please provide comprehensive details to RAM and RAM will get back to you with a Risk Assessment.

## 5 FIREARMS AND/OR AMMUNITIONS

- 5.1 RAM's A&A SERVICES are provided by RAM in such a manner to ensure that the SPECIFIED PRODUCTS are handled in the appropriate manner so as to –
  - 5.1.1 comply with the terms and conditions contained in the FIREARM TRANSPORTERS PERMIT issued to RAM by the South African Police Services;
  - 5.1.2 comply with the Relevant Legislation pertaining to the Transport of ARMS & AMMUNITION;
  - 5.1.3 protect the life, safety and wellbeing of all RAM Employees;
  - 5.1.4 mitigate risk in relation to the transport of the SPECIFIED PRODUCTS;
  - 5.1.5 cause no injury to any RAM Employee and/or any other person/s handling any CLIENTS Shipments.
- 5.2 Subject to the following, RAM agrees to receive and arrange for the provision of the A&A SERVICES.
- 5.3 Should any CLIENTS require any A&A SERVICES you are requested to contact your Key Account Manager.
- 5.4 The RAM's A&A SERVICES shall only become available once RAM has -
  - 5.4.1 conducted a comprehensive risk assessment and verified various KYC Documents including "Firearm Dealers Permit and/or Firearm License; and
  - 5.4.2 agreed on the relevant terms and conditions relating to RAM's A&A SERVICES; and
  - 5.4.3 signed a separate SLA PACK containing terms and conditions relating to RAM's A&A SERVICES.

## 6 CONCLUSION & CONFIRMATION

- 6.1 Please feel free to contact us if you have any questions or concerns.
- 6.2 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.

## 7 CONTACT

Should you have any questions, our Sales Team is available on +27 11 977 5000. Alternatively, you can e-mail [sales@ram.co.za](mailto:sales@ram.co.za) or directly contact your RAM Key Account Manager.

**THANK YOU FOR USING RAM'S SERVICES**  
**THE RAM TEAM**