

SCHEDULE 0

RAM's APPLICATION TERMS & CONDITIONS

IN RELATION TO LOGISTICS SERVICES PROVIDED BY

RAM TRANSPORT (SOUTH AFRICA) PROPRIETARY LIMITED

RAM HAND-TO-HAND LOGISTICS PROPRIETARY LIMITED

RAM SUPPLY CHAIN SOLUTIONS PROPRIETARY LIMITED

GO TO HUB PROPRIETARY LIMITED

"RAM" OR "RAM HAND-TO-HAND COURIERS"



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I. SECTION 1 – INTRODUCTION

1 INTRODUCTION

- 1.1 RAM Transport (South Africa) Proprietary Limited, and/or any of its subsidiaries and/or affiliates and/or divisions (together, "**RAM**"), makes these Application Terms & Conditions ("**these Terms**") available to every person, business or entity ("**Client**") who wishes to apply to RAM for the provision of Courier & Logistics Services.
- 1.2 These Terms form part of [RAM's LEGAL DOCUMENTS](#) and must be read together with RAM's Application Form and the MLA Pack referred to in clause 2 (AGREEMENT STRUCTURE) below.
- 1.3 By completing, signing and/or submitting RAM's Application Form, the Client agrees to be bound by these Terms and confirms that the Client has read and understood all of [RAM's LEGAL DOCUMENTS](#), all of which are available on [RAM's Website \(www.ram.co.za\)](#) under "[RAM's LEGAL DOCUMENTS](#)".
- 1.4 These Terms relate to the provision of Services by RAM to all of RAM's clients.
- 1.5 RAM, its Subsidiaries and Affiliates provide a range of logistics services, including Courier & Express Parcel Services, Logistics Services, Warehousing & Supply Chain Solution Services, Pick Up and Drop Off Services, Insurance Intermediary Services and Security & Risk Services set out in the [INTERPRETATION SCHEDULE](#) which is available on RAM's Website under the [LEGAL DOCUMENTS SECTION](#).
- 1.6 A Client who wishes to engage RAM for any of these Services must, prior to entering into any agreement with RAM, electronically complete, sign and submit RAM's Application Form.
- 1.7 The Agreement between RAM and the Client will only come into effect once RAM's acceptance of the Application has been communicated to the Client in writing.

2 AGREEMENT STRUCTURE

2.1 MLA Pack

RAM's Legal Documents include RAM's Application Form, these Terms, and the documents comprising the MLA Pack listed below (the "**MLA Pack**"), each of which is incorporated into the Agreement by reference and which documents are available on [RAM's Website](#) and as amended from time to time–

2.1.1	APPLICATION	RAM's Application Form, by which the Client applies to enter a Courier & Logistics Services Agreement
2.1.2	1 - MLA	RAM's MASTER LOGISTICS AGREEMENT , which comes into effect upon the Client submitting RAM's Application Form and RAM's acceptance being communicated to the Client in writing
2.1.3	1.1 - INTERPRETATION SCHEDULE	RAM's INTERPRETATION SCHEDULE as published from time to time on incorporating interpretation, definitions and glossary of terms
2.1.4	1.2 - PP&R SCHEDULE	RAM's PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE
2.1.5	1.3 - DP&P SCHEDULE	RAM's DATA PRIVACY & PROTECTION SCHEDULE
2.1.6	1.4 - WEBSITE & IT PLATFORM USE SCHEDULE	RAM's WEBSITE & IT PLATFORM USE SCHEDULE

2.2 SLA Pack

- 2.2.1 Should a Client request RAM to enter into a bespoke Service Level Agreement ("**SLA**"), such SLA shall amplify the provisions of RAM's Legal Documents.
- 2.2.2 The SLA will contain some or all of a further set of agreements, schedules and annexures agreed between RAM and the Client.



- 2.2.3 The SLA Pack and its schedules and annexures, once agreed and signed by the parties, shall be deemed incorporated into the Agreement and all references to the Agreement in RAM's Application Form and these Terms shall be deemed to include the SLA Pack.

3 INTERPRETATION

- 3.1 RAM's Application Form, read with these Terms, forms part of the Master Logistics Agreement ("**MLA**") between RAM and the Client.
- 3.2 All references to the MLA include RAM's **INTERPRETATION SCHEDULE**, which is incorporated by reference.
- 3.3 The provisions of the **INTERPRETATION SCHEDULE** relating to interpretation apply, and expressions defined in that Schedule bear the meanings assigned to them there.

4 APPLICATION

- 4.1 By completing, signing and submitting RAM's Application Form, the Client applies to RAM to provide the Client with Courier & Logistics Services and services incidental thereto.
- 4.2 The Client chooses the address and/or email address recorded in RAM's Application Form as the Client's chosen *domicilium citandi et executandi* (address for the service of legal notices) and expressly acknowledges that the Client shall accept service of any document at that address and/or email address.
- 4.3 RAM is under no obligation to approve an Application.
- 4.4 Every Application is subject to RAM's internal credit and affordability approval criteria and RAM has the sole discretion to decline an Application at any time and to determine the available credit facility, applying RAM's internal criteria.
- 4.5 An Application is considered on the basis of the information the Client provides to RAM and the Client warrants that all such information is truthful, accurate, correct and complete.
- 4.6 An Agreement becomes binding on RAM only once the Client has submitted RAM's Application Form and RAM has approved the Application in writing. RAM's written acceptance, read together with RAM's Application Form and the MLA Pack (and, where applicable, the SLA Pack), then contains the Agreement between RAM and the Client.

5 RAM'S WEBSITE

5.1 ACCEPTANCE

- 5.1.1 RAM's Legal Documents apply to the Client's use of RAM's Website ("**RAM's Website**"). The Client must read RAM's Legal Documents carefully and RAM recommends that the Client prints and keeps a copy of RAM's Legal Documents for future reference.
- 5.1.2 By accessing, browsing, using or registering on RAM's Website, the Client confirms that it has read, understood and agrees to RAM's Legal Documents in their entirety. If the Client does not agree with RAM's Legal Documents, the Client is requested to discontinue use of RAM's Website.

5.2 ACCURACY OF CONTENT OF THE WEBSITE

- 5.2.1 RAM has taken all reasonable steps to ensure that each Service described or depicted on RAM's Website and any other information displayed on RAM's Website, is current, complete and accurate. However, content errors may occur, and, where the law allows it, information displayed on RAM's Website is provided without any guarantee, condition or warranty as to its accuracy.
- 5.2.2 RAM disclaims all representations and warranties, express or implied, that content or information displayed on RAM's Website is accurate, complete, up to date and/or does not infringe the rights of any third party.

5.3 WEBSITE REGISTRATION

As an unregistered user, the Client is able to browse the Services displayed on RAM's Website. A Client without a username and password will be required to register on RAM's Website by completing RAM's Application Form.



5.4 USE OF WEBSITE

- 5.4.1 Only the Client, RAM and any member of the RAM Group are entitled to enforce RAM's Legal Documents. No third party is entitled to enforce any of the terms contained in RAM's Legal Documents.
- 5.4.2 To access RAM's Website as a new user, RAM requests the following information –
 - 5.4.2.1 First Name;
 - 5.4.2.2 Last Name;
 - 5.4.2.3 Email Address;
 - 5.4.2.4 ID Number;
 - 5.4.2.5 Contact Number.
- 5.4.3 The email address is the unique identifier used to access RAM's external-facing Apps.
- 5.4.4 RAM may, in its sole discretion, suspend or terminate the operation of RAM's Website at any time, without prior notice to the Client and without the need to give reasons for such termination.

6 PERSONAL INFORMATION

6.1 USE OF THE CLIENT'S PERSONAL INFORMATION

- 6.1.1 When a Client or user applies to RAM to open an account, the Client / user acknowledges and agrees that RAM will (a) check its own records for information and/or (b) search a credit bureau for information and/or (c) check trade references for information, on –
 - 6.1.1.1 the Client's / user's business accounts, where the Client / user is a director, member, shareholder or partner in a small business; and
 - 6.1.1.2 the Client's / user's personal accounts and, if relevant, the accounts of the Client's / user's spouse or partner, or of any other person with whom the Client / user shares income and mutually bears obligations.
- 6.1.2 Should the Client's / user's Application be unsuccessful or should the Agreement between RAM and the Client / user be terminated for whatever reason, or should the Personal Information collected no longer be needed for the purpose for which it was originally collected, RAM shall ensure that such Personal Information is dealt with in accordance with RAM's Website & IT Platform Use & Privacy Policy.

6.2 CONSENT FOR THE USE OF PERSONAL INFORMATION

- 6.2.1 "**Personal Information**", "**POPI**", "**Processing**" and "**Responsible Party**" have the meanings ascribed to them in the Interpretation Schedule and Chapter 1 of POPI.
- 6.2.2 The collection, processing and storage of the Client's Personal Information shall be attended to by RAM in accordance with the Data Processing & Privacy Schedule, as is necessary for the conclusion of the Agreement.

7 ACCOUNT MANAGEMENT

The Client acknowledges and agrees that –

- 7.1 once RAM has agreed to supply Services to the Client pursuant to an Application, RAM will supply information to a credit bureau about how the Client conducts that account;
- 7.2 if the Client borrows or makes use of RAM's payment terms and does not repay in full and on time, this information will be provided to a credit bureau, after RAM has given the Client 20 (twenty) business days' notice of its intention to send this information to the credit bureau;
- 7.3 RAM may make periodic searches of credit bureau information to manage the Client's account and to take decisions regarding affordability and/or the risks involved in offering the Client payment terms; and
- 7.4 RAM may supply trade references to a credit bureau.



8 PAYMENT

- 8.1 The Service Costs shall be as stated on –
- 8.1.1 the Service Cost Schedule / Rate Card, for credit-approved clients, as amended from time to time; or
- 8.1.2 the quote generated on RAM's Website for eCommerce clients (utilising RAM's "**Send a Parcel**" tab on RAM's Website).
- 8.2 RAM is not a credit provider as defined in the National Credit Act ("NCA"). Accordingly, unless otherwise agreed in a separate SLA, payment shall be affected by the Client to RAM –
- 8.2.1 within 30 (thirty) days of presentation of invoice, for credit-approved clients;
- 8.2.2 immediately, in cash by credit card or EFT, for eCommerce clients.
- 8.3 If the Client does not make payment of its account within 30 (thirty) days of presentation of invoice, the Client shall be in breach of the Agreement.
- 8.4 **As a result of such breach, RAM shall be entitled to charge interest at the rate prescribed from time to time under the Prescribed Rate of Interest Act 55 of 1975, which interest shall be considered compensatory damages due to RAM as a result of the Client's breach of the Agreement.**

9 DECLARATIONS & WARRANTIES BY THE CLIENT

By submitting RAM's Application Form, the Client warrants and declares that –

- 9.1 the Client has been given adequate opportunity to read and understand these Terms and RAM's Legal Documents, and is aware of all their terms, particularly those printed in bold;
- 9.2 the Client understands and accepts its risks and costs, as well as its rights and obligations, once RAM has accepted the Client's Application (the "**Agreement**");
- 9.3 the Client provides its Personal Information freely, and consents to the collection and storage by RAM of such Personal Information;
- 9.4 the Client has full power and authority to carry out its obligations under the Agreement and RAM's Legal Documents;
- 9.5 if the Client is a corporate entity, association, partnership or trust, all necessary corporate or other action has been taken to authorise the Agreement and the Client will provide RAM with originals or certified copies of documents confirming such authorisation;
- 9.6 all information provided to RAM in connection with the Agreement is true, complete and accurate and the Client is not aware of any material facts or circumstances not disclosed to RAM which, if disclosed, might have affected RAM's decision to contract with the Client;
- 9.7 the Client has fully and truthfully answered all requests for information made by or on behalf of RAM leading up to the conclusion of the Agreement;
- 9.8 the Client has the necessary legal capacity to enter into the Agreement and is not subject to any Insolvency Event as defined in the Interpretation Schedule;
- 9.9 RAM did not make an offer to the Client which would automatically have resulted in an agreement had the Client not declined it, and RAM has not induced, harassed or forced the Client to enter into the Agreement; and
- 9.10 the Application was completed in full at the time it was submitted, whether manually or electronically.

10 LIABILITY & INSURANCE OPTION WAIVER

- 10.1 The Client acknowledges, confirms and agrees that –
- 10.1.1 should the Client require any Liability Option or other type of insurance, this shall only become applicable in terms of a separate quotation, reduced to writing and incorporated in a separate SLA signed by both the Client and RAM;



- 10.1.2 such Liability Option shall only be available to the Client upon completion of a separate application to enter a SLA which application must be successfully approved and signed by both the Client and RAM in writing.
- 10.2 To apply for a Liability Option or other type of insurance, the Client should contact RAM's sales division (sales@ram.co.za) and RAM will respond with a Risk Assessment.
- 10.3 Accordingly, by signing RAM's Application Form as read together with RAM's Legal Documents, the Client agrees, confirms and accepts that –
- 10.3.1 **no insurance or other form of liability shall be extended to the Client; and**
- 10.3.2 **RAM will not be held responsible and the Client hereby waives any claim for any Loss, including loss of profit, liability, damage, shortage, destruction, claim, expense, penalty, fine and/or attorney and other professional fees of any kind whatsoever, however arising or caused and whether direct, indirect, consequential or of an incidental nature and whether such Loss arises in contract, delict or otherwise, all as more specifically stated in RAM's Legal Documents.**
- 11 **ENTIRE AGREEMENT**
- 11.1 RAM's Application Form, as read together with these Terms, RAM's Legal Documents and RAM's Service Costs Schedule ("**SCS**" or "**Rate Card**") – collectively, "RAM's Legal Documents" – contain the entire and only agreement between the Client and RAM (the "**Agreement**").
- 11.2 **On the signing and/or submitting of RAM's Application Form electronically, the Client agrees to be bound by and confirms that it has read and understood, all of RAM's Legal Documents, all of which are available on RAM's Website (www.ram.co.za) under "**RAM's LEGAL DOCUMENTS**".**