

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

**APPLICATION TO ENTER COURIER & LOGISTICS SERVICES AGREEMENT**

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”**



**TABLE OF CONTENTS**

**I. PREAMBLE & INTERPRETATION ..... 1**

**1 PREAMBLE ..... 1**

**2 INTERPRETATION..... 1**

**3 WHAT IS CHANGING AND WHEN..... 1**

**4 AT A GLANCE ..... 2**

**5 MASTER LOGISTICS AGREEMENT (MLA) ..... 3**

5.1 NEW SERVICE LINE AND GROUP ENTITY.....3

5.2 PAYMENT TERMS NOW DEFINED BY CLIENT TYPE .....3

5.3 NEW PRE-PAID FACILITY AND SECURITY DEPOSIT .....3

5.4 INTEREST, SET-OFF AND SUSPENSION FOR NON-PAYMENT.....3

5.5 LIABILITY .....3

5.6 OTHER CLARIFICATIONS .....3

**6 INTERPRETATION SCHEDULE & GENERAL TERMS (1.1) ..... 4**

6.1 NEW AND UPDATED DEFINITIONS.....4

**7 PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE (1.2) ..... 4**

7.1 APPLIANCES RECLASSIFIED .....4

**8 DATA PROTECTION & PRIVACY SCHEDULE (1.3)..... 4**

**9 RAM WEBSITE & IT PLATFORM USE SCHEDULE (1.4)..... 4**

**10 WHAT YOU SHOULD DO ..... 5**

**11 CONCLUSION & CONFIRMATION..... 5**

**12 CONTACT..... 5**

## I. PREAMBLE & INTERPRETATION

### 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, Pick Up and Drop off 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>AGREEMENT</b>	the Agreement between the Parties which shall only arise upon submission by Client of the Application to RAM and acceptance thereof being communicated by RAM to Client
2.2.2	<b>APPLICATION</b>	RAM APPLICATION to enter Courier and Logistics Services Agreement submitted electronically by Client
2.2.3	<b>GO TO HUB</b>	GO TO HUB PROPRIETARY LIMITED, Registration Number 2025/479608/07, a private company incorporated in accordance with the Laws of South Africa
2.2.4	<b>INTERPRETATION SCHEDULE</b>	<a href="#">01.1 _ INTERPRETATION SCHEDULE</a> as published from time to time on <a href="#">RAM's Website</a> incorporating interpretation, definitions and glossary of terms, as amended from time to time
2.2.5	<b>PP&amp;R SCHEDULE</b>	<a href="#">01.2 _ PACKAGING, PROHIBITED &amp; RESTRICTED ITEMS SCHEDULE</a> , as amended from time to time
2.2.6	<b>PuDo</b>	Pick Up & Drop Off Counter for PuDo Services (known as Drop & Go Centre)
2.2.7	<b>RAM'S LEGAL DOCUMENTS</b>	<a href="#">RAM'S LEGAL DOCUMENTS</a> as published and amended from time to time on <a href="#">RAM's Website</a> under the heading <a href="#">RAM'S LEGAL DOCUMENTS</a> including - <ul style="list-style-type: none"><li>i. <a href="#">STANDARD MASTER LOGISTICS AGREEMENT ("MLA")</a>;</li><li>ii. <a href="#">01.1 _ INTERPRETATION SCHEDULE</a></li><li>iii. <a href="#">01.2 _ PACKAGING, PROHIBITED &amp; RESTRICTED ITEMS SCHEDULE</a></li><li>iv. <a href="#">01.3 _ DATA PRIVACY &amp; PROTECTION SCHEDULE</a></li><li>v. <a href="#">01.4 _ RAM'S WEBSITE &amp; IT PLATFORM USE SCHEDULE</a></li></ul>

### 3 WHAT IS CHANGING AND WHEN

- 3.1 RAM has updated its Standard Terms & Conditions ("[RAM'S LEGAL DOCUMENTS](#)").
- 3.2 The updated documents take effect on 1 July 2026 and are published on RAM's Website under the [RAM'S LEGAL DOCUMENTS](#) section, replacing the versions currently published from that date.
- 3.3 This document summarises the material changes at a high level so that you are aware of them.
- 3.4 It is a summary only and does not replace the [RAM'S LEGAL DOCUMENTS](#), which remain the binding terms and prevail in the event of any conflict.
- 3.5 The updates span all five Legal Documents:
- 3.5.1 the Master Logistics Agreement (MLA);
- 3.5.2 1.1 \_ the Interpretation Schedule & General Terms;
- 3.5.3 1.2 \_ the Packaging, Prohibited & Restricted Items Schedule;



3.5.4 1.3 \_ the Data Protection & Privacy Schedule; and

3.5.5 1.4 \_ RAM Website & IT Platform Use Schedule.

#### 4 AT A GLANCE

Doc#	Document	Key changes	What it means for you
1	<b>Master Logistics Agreement</b>	<ul style="list-style-type: none"> <li>• New PuDo service and Go to Hub entity; four account types with defined payment terms;</li> <li>• new pre-paid and refundable security-deposit option;</li> <li>• payment free of set-off; suspension for non-payment;</li> <li>• new overall liability cap</li> </ul>	New commercial and payment terms may apply to your account; the core risk position is unchanged.
1.1	<b>Interpretation Schedule</b>	<p>New definitions</p> <ul style="list-style-type: none"> <li>• Go to Hub,</li> <li>• PuDo,</li> <li>• Agreement Value,</li> <li>• Gross Negligence,</li> <li>• Cyber Incident,</li> <li>• Security Breach;</li> <li>• Insolvency Event simplified.</li> </ul>	Defines the terms behind the new services, the liability cap and the cyber provisions.
1.2	<b>Packaging, Prohibited &amp; Restricted Items</b>	<ul style="list-style-type: none"> <li>• “Large appliances” broadened and still prohibited;</li> <li>• new “Small appliances” category now Restricted (including microwaves).</li> </ul>	Check the lists before shipping appliances; some items move from prohibited to conditionally acceptable.
1.3	<b>Data Protection &amp; Privacy</b>	<ul style="list-style-type: none"> <li>• New liability cap at Agreement Value;</li> <li>• dedicated cyber-incident/breach regime with a closed list of recoverable costs;</li> <li>• reputational harm excluded; gross-negligence carve-out.</li> </ul>	Clarifies and limits each party’s liability following a data or cyber incident.
1.4	<b>Website &amp; IT Platform Use)</b>	<ul style="list-style-type: none"> <li>• New “Permitted Purpose”;</li> <li>• ban on AI/bot/automated and unauthorised API access;</li> <li>• no accessing others’ data; immediate suspension for suspected breach;</li> <li>• Cybercrimes Act referenced.</li> </ul>	Use the platform only for your own shipments; any integration needs RAM’s written authorisation.



## 5 MASTER LOGISTICS AGREEMENT (MLA)

### 5.1 NEW SERVICE LINE AND GROUP ENTITY

5.1.1 Pick Up and Drop Off (“PuDo”) services are introduced as a new offering, together with a new “Go to Hub” client/account type and rate card – brand known as Drop & Go Centre

5.1.2 Go to Hub Proprietary Limited is added as a RAM group entity that may contract with and provide services to clients.

### 5.2 PAYMENT TERMS NOW DEFINED BY CLIENT TYPE

5.2.1 Clients are categorised into four account types – Application, Go to Hub, SLA and Online – each with its own rate card and payment terms (for example: Application and SLA clients pay within 30 days of statement; Go to Hub clients pay by EFT/card or on a pre-paid basis; Online clients pay immediately).

### 5.3 NEW PRE-PAID FACILITY AND SECURITY DEPOSIT

5.3.1 RAM may, at its reasonable discretion, require pre-payment or a refundable security deposit as a condition of continued service – for example for new clients, clients without a 30-day account, a history of late payment, deteriorating creditworthiness, or high-value, ad hoc and PuDo services.

5.3.2 Any deposit is determined by RAM, may be applied against overdue amounts, must be topped up within 7 days if drawn down, earns no interest, and is refundable within 30 days of termination.

5.3.3 A pre-paid account facility is introduced: service costs are debited against the pre-paid balance, and RAM may withhold or suspend services where the balance is insufficient.

### 5.4 INTEREST, SET-OFF AND SUSPENSION FOR NON-PAYMENT

5.4.1 Interest is now payable on all overdue amounts at the Prime Rate, compounded monthly.

5.4.2 All amounts must be paid in full, free of any deduction or set off, directly into RAM’s bank account.

5.4.3 RAM may suspend any or all services where payment is not made by the due date, and/or require advance payment or security for future services.

5.4.4 RAM commits to comply with the National Credit Act where applicable; nothing obliges RAM to grant credit where it elects pre-paid or deposit terms.

### 5.5 LIABILITY

5.5.1 The core risk position is unchanged: services are at the client’s risk unless a separate liability option/SLA is agreed, RAM provides no insurance by default, and the R500 per-shipment liability cap is retained.

5.5.2 A new overall cap is introduced – each party’s aggregate liability is limited to the “Agreement Value” (broadly, the fees paid and payable in the 12 months before the event giving rise to the claim, excluding VAT).

5.5.3 Air cargo liability wording is strengthened to align with the Warsaw, Hague and Montreal conventions.

### 5.6 OTHER CLARIFICATIONS

5.6.1 All RAM Legal Documents are expressly incorporated by reference and may be amended from time to time on RAM’s Website.

5.6.2 Relief Events are formally defined, with a “day-for-day” extension of delivery timelines for each day of delay.

5.6.3 RAM and the client are confirmed to be independent contractors – no partnership, joint venture or agency is created.

5.6.4 A delay by RAM in enforcing a right does not amount to a waiver of that right.



## **6 INTERPRETATION SCHEDULE & GENERAL TERMS (1.1)**

### **6.1 NEW AND UPDATED DEFINITIONS**

- 6.1.1 “Go to Hub” is added as a defined entity and included in the “RAM Group” definition.
- 6.1.2 “PuDo” is redefined as a Pick Up & Drop Off Counter for PuDo Services, and PuDo is added to RAM’s range of services under the brand ‘Drop & Go Centre’
- 6.1.3 New defined terms underpin the updated liability and data provisions: “Agreement Value” (the basis for the liability cap), “Gross Negligence” (a deliberately high threshold), “Cyber Incident”, “Security Breach” and “Invoice”.
- 6.1.4 The “Insolvency Event” definition is simplified to a cross-reference to the Insolvency Act.

## **7 PACKAGING, PROHIBITED & RESTRICTED ITEMS SCHEDULE (1.2)**

### **7.1 APPLIANCES RECLASSIFIED**

- 7.1.1 “White goods” is replaced by a broader “Large appliances” category, which remains prohibited and now expressly includes refrigerators, freezers, washing machines, dryers, dishwashers, ovens/stoves/cooktops, built-in or split air conditioners and water heaters.
- 7.1.2 A new “Small appliances” category is added to the Restricted list – microwave ovens, toasters, blenders, coffee makers, electric kettles, food processors, irons and hair dryers – which may now be shipped by road subject to RAM’s restricted-item conditions (previously microwaves were prohibited).
- 7.1.3 Packaging obligations (sealed shipments, client responsibility and labelling), the road-only restriction for restricted items, the client indemnity and RAM’s right to destroy prohibited shipments are unchanged.

## **8 DATA PROTECTION & PRIVACY SCHEDULE (1.3)**

- 8.1 A new overall liability cap is introduced – each party’s aggregate liability is limited to the Agreement Value.
- 8.2 A dedicated cyber regime caps each party’s liability for any Cyber Incident or Security Breach at the Agreement Value (this forms part of, and is not additional to, the overall cap).
- 8.3 Losses recoverable for a cyber incident are limited to a defined list of reasonable, evidenced direct costs: incident response and forensics, containment, remediation and data restoration, statutory notifications (including POPIA section 22), and reasonable legal costs.
- 8.4 Indirect and consequential losses are excluded – now expressly including reputational harm and loss of business opportunity.
- 8.5 These caps do not apply where the incident is caused by gross negligence or wilful misconduct.
- 8.6 Consent and acknowledgement are now tied to signing the DP&P Schedule itself, and the client confirms it had the opportunity to ask questions about RAM’s IT infrastructure and security measures. The POPIA breach-notification process is retained and aligned to the new terminology.

## **9 RAM WEBSITE & IT PLATFORM USE SCHEDULE (1.4)**

- 9.1 This schedule (previously numbered 01.3) is renumbered to 1.4 and updated with new acceptable-use terms.
- 9.2 Use of the RAM IT Platform is limited to a defined “Permitted Purpose” – consigning, booking, managing and tracking your own shipments and administering your own account, and no other purpose.
- 9.3 An expanded prohibition bans the use of automated means – including artificial intelligence, machine-learning or large-language-model tools, bots, agents or scraping – to access or extract data, except via an interface or integration expressly authorised by RAM in writing.
- 9.4 Users may not access or use data relating to any other user, client, shipper or third party; the fact that data may be technically accessible does not entitle a user to access it.



- 9.5 RAM may immediately and without notice suspend or terminate platform access where it reasonably suspects a breach of these terms.
- 9.6 Breach carries an indemnity (including legal costs on an attorney-and-own-client scale), and RAM reserves its rights under POPIA and the Cybercrimes Act, 2020, including reporting unlawful conduct to the relevant authorities.
- 9.7 The designated Information Officer is updated to Alan Da Costa, Group Legal Counsel & Chief Information Officer (information.officer@ram.co.za).

## 10 WHAT YOU SHOULD DO

- 10.1 Review the updated Legal Documents on RAM's Website under the Legal Documents section.
- 10.2 Note the new payment, pre-paid and deposit terms, and confirm your account type and applicable terms with your RAM Key Account Manager.
- 10.3 If you integrate with RAM's IT Platform via an API or automated tools, ensure your integration is authorised by RAM in writing.
- 10.4 Check the updated Prohibited and Restricted item lists before shipping appliances.

## 11 CONCLUSION & CONFIRMATION

- 11.1 Please feel free to contact us if you have any questions or concerns.
- 11.2 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.

## 12 CONTACT

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