



LIABILITY SCHEDULE



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LIABILITY SCHEDULE

1 INTERPRETATION

- 1.1 Clause headings in this **Schedule** are inserted for convenience only and shall not be used in its interpretation.
- 1.2 The provisions relating to interpretation in **RAM's T&C's**, **RAM's Interpretation Schedule**, the **Waybill** and on **RAM's Website** shall apply and the expressions defined in **RAM's T&C's**, **RAM's Interpretation Schedule**, the **Waybill** and on **RAM's Website** 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 RISK & LIABILITY FOR SERVICES

- 2.1 **RAM** is neither an insurer nor an insurance intermediary nor an insurance broker. At all times during performance of this Agreement, **RAM** agrees to maintain an insurance policy or policies payable to **RAM** in such amounts and against such risks as shall adequately cover any liability assumed by **RAM** under this Agreement or by law. Upon written request to **RAM**, the **Shipper** may receive an Evidence of Insurance.
- 2.2 **RAM** and/or any **TPA's** liability for a **Shipment** is dependent upon the type of **Service** elected by the **Shipper** and whether the **Shipper** elects to be indemnified in terms of **RAM's "Full Liability Option"** which is set out in this Annexure.

3 FULL LIABILITY OPTION ("FLO")

Subject to exclusions and limitations contained herein and provided the **Shipper** has **SELECTED RAM's Full Liability Option** on the **Waybill**, **RAM's** liability shall be extended to include physical loss of, or damage to the **Shipment** resulting from any cause whatsoever, during the period of Responsibility for **Service** selected, while the **Shipment** is in the actual possession of **RAM**.

3.1 Instructions

- 3.1.1 To request **RAM's "FLO"**, the **Shipper** must -
- 3.1.1.1 clearly accept the **FLO** box on the **Waybill** under the Liability Option Section;
- 3.1.1.2 complete the **Declared Value of Shipment** Section;
- 3.1.1.3 complete the **Description of Goods**; and
- 3.1.1.4 pay the relevant **Liability Charge**.
- 3.1.2 Whether the **Shipper** has accepted **RAM's "FLO"** on the **Waybill**, **RAM's "FLO"** shall be based upon the **Declared Value of Shipment Section**.

3.2 Exceptions

- 3.2.1 **Should the Shipper request RAM's "FLO", then RAM and/or any TPA's maximum liability, to the extent it is liable for any Loss to any one Shipment pursuant to the terms of this Agreement, shall –**
- 3.2.1.1 **be limited to the full actual value of the Property lost or damaged; and**
- 3.2.1.2 **not exceed the Declared Value of Shipment Section, provided that if no Value is declared, then the RAM shall have no liability for any Loss.**



- 3.2.2 **RAM and/or any TPA's maximum liability for any one Shipment shall in no event exceed the actual damage sustained.**
- 3.2.3 Neither **RAM** nor any **TPA** shall be under any obligation to verify whether the **Shipper** has completed the **Liability Option Section** or that the **Shipment** is insured for sending risks as customarily used in the trade.
- 3.2.4 **Subject to 3.3, neither RAM nor any TPA shall –**
- 3.2.4.1 **accept any Liability for Services in respect of second hand goods;**
- 3.2.4.2 **accept any Liability for Services in respect of firearms / ammunition**
- 3.2.4.3 be liable for any **Loss** in relation to physical damage unless the **Shipper** has complied with the provisions of **Clause 6 of the ST&C("Packaging And Contents Of The Shipment")**;
- 3.2.4.4 **be liable for any Loss from any force majeure as excluded in RAM and/or any TPA's Liability Options referred to in this Clause 3.**
- 3.3 **RAM's "Full Liability Option"**
- 3.3.1 Provided the **Shipper** has elected the **FLO**, **RAM** agrees that, subject to 3.2, 3.3.3, 3.3.4 and 3.3.5, all risk of physical loss or damage in relation to the Goods to be shipped by **RAM** on behalf of the **Shipper** shall pass to **RAM** at the time that **RAM** takes possession of same. The time of such possession shall be evidenced by the reconciliation report generated by means of both the **Shipper's** and **RAM's** stock management system.
- 3.3.2 In the event of the theft, loss, damage or destruction of any of the Goods conveyed by **RAM**, **RAM** shall compensate the **Shipper** in respect thereof in an amount equal to the **Declared Value for Liability** of all items comprising the stolen, lost, damaged or destroyed goods.
- 3.3.3 **The "Declared Value for Liability shall –**
- 3.3.3.1 **be the amount specified by the Shipper and reflected on RAM's Waybill under the Liability Option Section; and**
- 3.3.3.2 **not be greater than and be limited to the cost of replacement from time to time of such items at the time of the theft, loss, damage or destruction thereof, as determined by the Shipper's monthly price list.**
- 3.3.4 Notwithstanding anything to the contrary herein contained, **RAM** requires the **Shipper** and a duly authorised representative of the **Shipper** shall be obliged in respect of each and every **Shipment** to -
- 3.3.4.1 accept the **"FLO"** block on **RAM's Waybill** under the Liability Option Section;
- 3.3.4.2 complete the Mandatory **Declared Value of Shipment Section** on **RAM's Waybill** under the Liability Option Section with the actual cost of replacement of the contents of the **Shipment**;
- 3.3.4.3 complete the **Mandatory Description of Goods Section** on **RAM's Waybill** under the Description Section;
- 3.3.5 **Should the Shipper fail to provide RAM with a written request by completing and accepting the necessary provisions of the Waybill for RAM's "FLO", or fail to agree with RAM on the terms of such "FLO", or fail to comply with the provisions of 3.3, or fail to pay for FLO, the Shipper acknowledges and agrees that –**



- 3.3.5.1 **RAM and/or any TPA shall provide the Service solely at the Shipper's risk;**
- 3.3.5.2 **except to the extent that RAM, the TPA and /or their Personnel acted with gross negligence or fraudulent intent, neither RAM, nor any TPA nor any of their Personnel shall be liable for any Loss; and**
- 3.3.5.3 **no "FLO" or any other indemnity or insurance shall be taken out by RAM for the Shipper in respect of any of such Services.**
- 4 **FAILURE TO SELECT AND/OR COMPLETE RAM'S "FLO",**
Should the Shipper fail to indicate and/or complete -
- 4.1 **the Declared Value of Shipment Section or a Description of the Goods on the Waybill; and**
- 4.2 **RAM's "FLO";**
- then the goods shall be shipped at the Shipper's sole risk, no insurance or indemnity shall be taken out and neither RAM nor the TPA shall declare any value to the airline or carrier. Except to the extent that RAM and/or any TPA acted with gross negligence or fraudulent intent, the Shipper indemnifies and holds RAM and/or any TPA harmless against any claim that may arise as a result of any failure to disclose the Declared Value.**
- 5 **NOTIFICATION OF LOSS**
- 5.1 The Shipper agrees and undertakes to –
- 5.1.1 **notify RAM and/or any TPA immediately in writing upon discovery of any Loss, but in any event not later than 7 (seven) days after delivery or anticipated delivery of the Shipment in accordance with the Waybill;**
- 5.1.2 **provide complete written details describing the Loss by not later than 7 (seven) days after the discovery of the Loss;**
- 5.1.3 **provide RAM and/or any TPA and their insurers (if applicable), immediately upon their request, with such additional information concerning the circumstances of the Loss as they may request in the investigation, mitigation or restoration of such Loss, including affirmative written proof of the Loss subscribed and sworn to by the Shipper and substantiated by the books, records and accounts of the Shipper.**
- 5.2 **The Shipper agrees -**
- 5.2.1 **that any claim against RAM and/or any TPA shall expire and be forever barred if not sued upon within 3 (three) years after the date of the act or omission by RAM or and/or the TPA that is the cause of the claim;**
- 5.2.2 **to maintain a record of all Property placed in any Parcel and to promptly and diligently assist RAM and/or any TPA and/or their insurers to establish the identification of any Property lost, mutilated or damaged in any Shipment and to unremittingly take such other steps as may be necessary to assure the maximum amount of salvage at a minimum cost;**
- 5.2.3 **that unless such written notice of a Loss shall have been given within the above time periods as specified in 5.1, all claims in respect of such Loss shall be deemed to have been waived.**
- 5.3 **To the extent that RAM and/or any TPA is liable for a Loss pursuant to this Agreement and, to the extent that the Shipper has submitted to RAM and any TPA proof of the Loss, RAM and/or any TPA shall pay, to the extent of its liability hereunder, said claim to the Shipper in the same legal currency**



as set forth in the Declared Value for Liability Option Section on the Waybill, subject to the terms of this Agreement.

- 5.4 Upon such settlement of any Loss, **RAM** and/or any **TPA** or their insurers shall become subrogated, to the extent of such payment to all of the **Shipper's** rights of recovery against any responsible party in respect of such Loss. The **Shipper** undertakes to execute and deliver all documents required by **RAM** and/or any **TPA** or their insurers, and to co-operate and assist them fully in connection with the prosecution of such rights, including but not limited to the maintenance of any legal proceeding in the **Shipper's** name. The **Shipper** further undertakes that neither it nor its Personnel shall do anything to prejudice these rights.