

All Clients

OUR REFERENCE: RTSA _ T&C (Terms & Conditions)
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Monday, 18 May 2020

1 INTRODUCTION

We're updating our standard Terms and Conditions of Service ("T's&C's").

There are a number of **material 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.

We have also had to look at many ways of reducing costs and improving technology in order to ensure sustainability of the logistics arm of the Supply Chain.

The changes and updated T's&C's will take effect on **1 June 2020**.

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

At a glance, here's what this update means for you –



Improved readability: While our T's&C's remain a legal document, we've done our best to make them easier to understand, including adding links to useful information and providing definitions.



Removing any ambiguity in relation to Risk. The substantial increase in crime has necessitated RAM revisiting RAM's Full Liability Option that it offers our clients.



Better communication: We've clearly explained when we'll make changes to our services (like adding or removing a feature) and when we'll restrict or end a client's access. And we'll do more to notify you when a change negatively impacts your experience on our services.



Adding Definitions: Our improved T's&C's now have service-specific terms and policies to help you understand what's unique to those services.



No changes to our privacy policy: We're not making any changes to RAM's privacy policy and we haven't made any changes to the way that we treat your information.

Please carefully look over the updated Agreement, which will be effective as from 1 June 2020.

Should you not notify us on or before 1 June 2020 and continue using RAM's Services, you will be deemed to have accepted the updated Agreement.

2 RAM IT INFRASTRUCTURE

RAM has upgraded the RAM Website (www.ram.co.za) with a new look and feel as well as easier navigation;

RAM has Implemented the Salesforce Platform which is a state-of-the-art Customer Relationship Management system which manages all the relationships and interactions RAM has with its clients. Salesforce brings companies and clients together in a single integrated platform which RAM intends to use for managing sales and dramatically improving service.

It is imperative that we have the correct contact details for the relevant stakeholders in your organisation and we will shortly communicate with you to ensure that we have the most up to date details on file to ensure effective communication via Salesforce.

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For a list of Branches & Contact details - www.ram.co.za/contact

Directors: David Lazarus (Executive Chairman), Graeme Lazarus B.Compt (Hons) (UNISA) (Managing Director), Gail Mkele B.Pharm (Rhodes) MSc (Med) Pharm (MEDUNSA) (Executive Director), Karl.X.T Socikwa B.Com. LLB (Rhodes) MAP (Wits) (Non-Executive)





3 CHANGES TO RAM's T's&C's

There has been an increase in the number of hijackings and other criminal activities.

Should you require our "Full Liability Option" or other type of Insurance, same shall only become applicable in terms of a separate quotation which is reduced to writing and incorporated in a separate agreement signed by yourself and RAM. This is set out in Clause 7.1 of RAM's [T's&C's](#).

In line with best practices, RAM will only be able to provide you with its Full Liability Option once RAM has assessed comprehensive distribution and risk parameters and incorporated the Full Liability Option in a separate Service Level Agreement ("SLA").

To the extent that you are already signed a Master Logistics Agreement ("MLA") / Service Level Agreement ("SLA"), said MLA and SLA shall continue in full force and effect.

RAM has accordingly updated its –

-  Application to enter Courier & Logistics Services Agreement (which is now completed online via Salesforce) ("**Application**");
-  Interpretation Schedule relating to Courier & Logistics Services Agreement ("**Interpretation Schedule**"); and
-  [T's&C's](#),

hereinafter collectively referred to as the "**Agreement**".

We draw your attention to Clause 7.2 of RAM's [T's&C's](#) which deals with General Exclusions and in particular Clause 7.2.2 sets out RAM's Maximum Liability as detailed in 4.3 below.

Due to the Covid Pandemic and the Regulations promulgated in terms of the Disaster Management Act, 2002 (Act No. 57 of 2002), costs relating to equipping the entire business with Personal Protective Equipment ("**PPE**") which has been provided by RAM to its Personnel has resulted in significantly increased costs.

These costs, which will be charged in accordance with our "Increase Event" definition, have become necessary due to, *inter alia*, RAM having purchased PPE including masks, gloves and dispensers of alcohol-based hand sanitiser provided for interactions with the Receiver on delivery of your shipments.

Accordingly, in accordance with clause 1.4.3 (Increase Event) we have introduced a new "PPE Surcharge" under clause 5.2.8 of our Interpretation Schedule. With effect from 1 May 2020 a PPE Surcharge of R2,00 (Two Rand) will be applied to each Shipping Instruction / Waybill. Unfortunately, even after the Lockdown we believe the wearing of PPE will become the new normal.

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 MATERIAL UPDATES

Please see below the material updates made to the Agreement.

4.1 Application

Distribution Parameters	Our Service Costs and Monthly Credit Limit will be specifically tailored for you and will be based on distribution parameters and information provided by yourselves. Accordingly, it is imperative that the information contained in the Application is completed which provides RAM with a full understanding of the Distribution Parameters
POPI	The collection, processing and storage of Personal Information shall be attended to by RAM in accordance with RAM's IT Platform T&C's, as same is necessary for the conclusion of the Agreement
Signature of Application	On the signing and/or submitting of the Application to RAM electronically, you agree to be bound by, and confirm that you have read and understood all of RAM's STANDARD TERMS AND CONDITIONS and RAM's LEGAL DOCUMENTATION, all of which are available on RAM's Website (www.ram.co.za) under (https://www.ram.co.za/Legal)



4.2 **Interpretation Schedule**

DMA	the Disaster Management Act, 2002 (Act No. 57 of 2002)
Full Liability Option or FLO	We have amended the definition to provide that RAM's Full Liability Option, contemplated in RAM'S TERMS & CONDITIONS OF SERVICE , is only available to SLA Customers
SLA Customer	We have incorporated a definition of an SLA Customer as a Customer who has completed an Application to enter Master Logistics Agreement (" MLA ") and Service Level Agreement (" SLA "), which Application has been successfully approved and signed by you and RAM in writing
Special Services	Due to the changing environment and requirements by certain clients of Special Services, we have amended the Surcharges, an extensive list of which is contained in the Interpretation Schedule under clause 2
Surcharges	Due to the changing environment and the rollout of RAM's IT Platform, we have amended the Surcharges, an extensive list of which is contained in the Interpretation Schedule under clause 5. This includes the new "PPE Surcharge"
Zone List	RAM's Zone List has been updated to include Main Areas, Regional Areas and Far Outlying Areas
Delivery Channels	We have incorporated definitions such as B2B, B2C, B2R in order to understand the Distribution Parameters and Customer requirements
IT Definitions	Pursuant to the rollout of RAM's IT Platform, we have incorporated a number of new Information Technology definitions under clause 1.5

4.3 **Terms and Conditions of Service**




Full Liability	<p>We have amended the Risk and Limitation of Liability clause to provide that you shall not be entitled to mark any Shipping Instruction with the annotation "Full Liability", "Liability", "Insurance" or any similar annotation and any such annotation shall not be binding on RAM.</p> <p>Should you require any Liability Option or other type of Insurance, same shall only become applicable in terms of a separate quotation which is reduced to writing and incorporated in a separate agreement signed by both Parties</p>
Maximum Liability	<p>Clause 7.2.2 provides that if, notwithstanding all of the foregoing, a court should nevertheless find that RAM or any TPA is liable to You in any way, such liability for any one Shipment shall not in any event exceed the lesser of the actual damage sustained or R500 (Five Hundred Rand), as the case may be. To the extent permitted by law, the remedies stated in this Agreement are exclusive and are limited to those expressly provided for in RAM's T's&C's</p>
Incorrect Shipping Instruction	<p>RAM undertakes a number of attempts to deliver Parcels. We are faced with wasted attempts and costs when we are provided with Incorrect Shipping Instructions by yourselves</p> <p>We have amended the T's&C's to provide that RAM can charge an Incorrect Shipping Instruction Surcharge for Incorrect Shipping Instructions provided by yourselves</p>
Delivery Exclusions	<p>RAM is often faced with the situation that the Receiver is not available or does not have the correct documentation at the time of delivery, notwithstanding that RAM has requested same.</p> <p>We have amended the T's&C's to provide that RAM can charge additional Surcharges and Service Costs for each subsequent delivery arising pursuant to a Delivery Exclusion as defined in the Interpretation Schedule</p>



Known Shipper

RAM collects and delivers a sealed shipment. Accordingly, we rely on you as the Client to ensure that shipments only contain goods that are not illegal or prohibited by Law

We have accordingly incorporated warranties to the effect that you undertake and agree that you shall not tender any Shipment for the Service containing goods –

-  would be, or may be in violation of, or prohibited by, any Laws or the Known Shipper Program
-  not lawfully under your control or goods that are illegal or prohibited by Law;
-  prohibited in terms of any Regulations and Directions issued under DMA

5 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.

6 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 or contact your Key Account Manager.

Thank you for using RAM's Services

The RAM Team